

**MEETING:               REGULAR MEETING OF THE VILLAGE BOARD**  
**DATE & TIME:       Monday, April 15, 2024 at 7:00 PM**  
**LOCATION:             Germantown Village Hall Board Room**  
**N112 W17001 Mequon Road**

Any member of the body and/or citizen may attend the meeting virtually through the WebEx platform, Meeting #:2551 746 8900 Password: **RGfHMePh684** which can be accessed by phone at **408-418-9388** or by clicking the link below:  
<https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mbac09c1bf900c82b3d4fd86d044402dc>

Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to [comments@germantownwi.gov](mailto:comments@germantownwi.gov) by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration. Previously recorded VillageBoard Meeting Videos can be viewed at:  
[https://www.youtube.com/channel/UCOYp0EgELzTCa9X\\_iCohyhQ](https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ)

### **AGENDA**

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **PRESIDENT’S REPORT:**
- V. **APPOINTMENTS OF BOARD, COMMITTEE, AND COMMISSION MEMBERS:**
  - A. Appointment Term Spreadsheet
- VI. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST**  
**COMMITTEE AND DEPARTMENT REPORTS:**
- VII. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*
- VIII. **CONSENT AGENDA:**
  - A. April 4, 2024 Minutes
  - B. Radio Funding Request
  - C. Purchase of New Police Dog (K9)
  - D. Wrenwood North, Neumann Developments, Inc. - Development Agreement Amendment
  - E. Wisconsin DOT Road Salt Contract
  - F. 2024 Digital Construction Message Center (Movable Sign) Purchase
  - G. Report on Emergency Purchase of PLC Programming Services for Well 7 from Ruekert-Mielke in the amount of \$16,900
  - H. Award of a contract to CTW Wells & Pumps in an amount not to exceed \$30,000 for well cleaning and testing services.

- I. Goldendale Booster Station SCADA Programming and System Integration Agreement
- J. Award of contract to Foth Infrastructure for design and bid preparation services for well #2 and #7 generator replacements for an amount not to exceed \$118,000.00.
- K. Blanket Purchase Order up to \$30,000 with Metron-Farnier of. Bolder, CO for New water meters, ongoing replacements, cell heads and purchase of commercial water meters
- L. Award Contract for 2024 Sealcoating Program to Fahrner Asphalt Sealers LLC of Waunakee, WI in the amount of \$249,470.40.
- M. Award Contract for WDNR WDPES Permit Education and Outreach Services to Southeastern Wisconsin Watersheds Trust in the amount of \$18,000

**IX. UNFINISHED BUSINESS**

**X. PUBLIC HEARINGS:**

**XI. NEW BUSINESS:**

- A. Proposed amendment of the Project Plan for Tax Incremental District (TID) No. 7 and a proposed amendment of the Project Plan for TID No. 8 followed by consideration and possible action on a Resolution Approving an Amendment to the Project Plan for TID No. 7 and consideration and possible action on a Resolution Approving an Amendment to the Project Plan for TID No. 8.
- B. Crew Carwash, Agent for Nomies Investments, LLC, Property Owner - N96 W17500 County Line Road. Conditional Use Permit (CUP) application for construction and operation of a 4,500 sqft carwash.
- C. Borrowing Authorization Resolution for 2024 Capital Projects
- D. Country Belle Manor Driveway Adjustments — 50% Cost Share with Residents Program

**XII. ADJOURNMENT:**

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the Village Clerk at (262)250-4745 at least 2 days prior to the meeting.



**GENERAL GOVERNMENT & FINANCE COMMITTEE****TERM: 1 YEAR**

|                |                    |
|----------------|--------------------|
| Rick Miller    | Chair, District 1  |
| Terri Kaminski | District 1 Trustee |
| Jan Miller     | District 4 Trustee |
| Jolene Pieper  | District 3 Trustee |

**PUBLIC SAFETY COMMITTEE****TERM: 1 YEAR**

|               |                    |
|---------------|--------------------|
| Phil Hudson   | Chair, District 3  |
| Jolene Pieper | District 3 Trustee |
| Meg Cutts     | District 2 Trustee |
| David Baum    | District 1 Trustee |

**PUBLIC WORKS & HIGHWAYS COMMITTEE****TERM: 1 YEAR**

|                |                    |
|----------------|--------------------|
| Terri Kaminski | Chair, District 4  |
| Phil Hudson    | District 4 Trustee |
| Rick Miller    | District 2 Trustee |
| Robert Warren  | District 3 Trustee |

**ADMINISTRATIVE APPEALS REVIEW BOARD****TERM: 1 YEAR**

|                |                    |
|----------------|--------------------|
| Dean M. Wolter | Chair, President   |
| Terri Kaminski | District 1 Trustee |
| David Baum     | District 1 Trustee |

**BUILDING CONSTRUCTION OVERSIGHT COMMITTEE****TERM: 1 YEAR TRUSTEE, 3 YEAR**

|               |                    |
|---------------|--------------------|
| David Baum    | Chair, District 3  |
| Robert Warren | District 3 Trustee |
| Peter Nilles  | Member             |

**LIBRARY BOARD****TERM: 1 YEAR TRUSTEE, 3 YEAR**

|                 |                    |
|-----------------|--------------------|
| Joletta Kerpan  | Member             |
| Meg Cutts       | District 4 Trustee |
| Christa Potratz | Member             |

**SENIOR CENTER ADVISORY COMMITTEE****TERM: 5 YEAR**

|                 |                    |
|-----------------|--------------------|
| Meg Cutts       | Trustee District 4 |
| Jan Miller      | Trustee District 4 |
| Jackie Shebesta | Senior Club Member |
| Faye Price      | Senior Club Member |

**UTILITY ADVISORY COMMITTEE****TERM: 1 YEAR TRUSTEE, 3 YEAR**

|                  |                     |
|------------------|---------------------|
| Robert Warren    | Chair, Trustee      |
| Steve Wesolowski | Engineer Mechanical |
| Dan Campbell     | Citizen Member      |

**TOURISM COMMISSION****TERM: 1 YEAR**

|                |                        |
|----------------|------------------------|
| Rick Miller    | Trustee District       |
| Joletta Kerpan | Chamber Representative |
| Dean Wolter    | Chair, Village         |

**PLAN COMMISSION****TERM: 1 YEAR TRUSTEE, 3 YEAR**

|                |                    |
|----------------|--------------------|
| David Baum     | District 1 Trustee |
| Bridget Henk   | Member             |
| Frank Lord     | ex officio member  |
| Josh Tarantino | Member             |

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| <b>MEETING:</b>       | <b>AMENDED REGULAR MEETING OF THE VILLAGE BOARD</b>                   |
| <b>DATE AND TIME:</b> | <b>Thursday, April 4, 2024 7:00 PM</b>                                |
| <b>LOCATION:</b>      | <b>Germantown Village Hall Board Room<br/>N112 W17001 Mequon Road</b> |

## MINUTES

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*

Village Administrator Steve Kreklow called the Village Board Meeting to order at 7:02 PM.

**Motion:** Select Trustee Baum as Chairperson Pro-Tem in the Village President's absence

**Motioned By:** Trustee Kaminski

**Seconded By:** Trustee Warren

**Yes:** Trustee Baum, Trustee Kaminski, Trustee Neureuther, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson

**No:** None

**Abstain:** None

**Motion Passed by Voice Vote (Yes 7, No 0, Abstained 0)**

- II. **ROLL CALL:**

**Present:** Trustee David Baum, Trustee Terri Kaminski, Trustee Bill Neureuther, Trustee Rick Miller, Trustee Robert Warren, Trustee Jan Miller, Trustee Phil Hudson

**Also Present:** Village Administrator Steve Kreklow, Village Clerk Donna Ott, Village Attorney Brian Sajdak, Community Development Director Jeff Retzlaff, Park & Recreation Director Gil Standridge

**Absent:** None

**Excused:** Trustee Jolene Pieper

**Late Attendance:** Village President Dean Wolter appeared via WebEx at 7:25 PM.

- III. **PLEDGE OF ALLEGIANCE:**

- IV. **PRESIDENT'S REPORT:**

No report was provided.

**V. ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST COMMITTEE AND DEPARTMENT REPORTS:**

Trustees announced future event and meeting dates and times.

**VI. CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*

Lynne Bednarz (W156N10121 Pawnee Ct) spoke regarding multiple projects.

Sarah Larson (W159N9737 Butternut Rd) spoke regarding property negotiations.

Scott Hefle (W159N10514 Old Farm Rd) spoke regarding various items, including timelines for the audit.

**VII. CONSENT AGENDA:**

**Motion:** Approve Items A-C as presented

**Motioned By:** Trustee Rick Miller

**Seconded By:** Trustee Kaminski

**Yes:** Trustee Baum, Trustee Kaminski, Trustee Neureuther, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson

**No:** None

**Abstain:** None

**Motion Passed by Roll Call Vote (Yes 7, No 0, Abstained 0)**

A. Regular Village Board Minutes - March 18, 2024

B. Special Village Board Minutes - March 25, 2024

C. Repairs to Burn Tower

**VIII. PUBLIC HEARINGS:**

There were no public hearings.

**IX. NEW BUSINESS:**

- A. A Resolution Disallowing the Claim of Scott A. and Carmen J. Miller for Automobile Damage

**Motion:** Approve as presented

**Motioned By:** Trustee Rick Miller

**Seconded By:** Trustee Hudson

**Yes:** Trustee Baum, Trustee Kaminski, Trustee Neureuther, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson

**No:** None

**Abstain:** None

**Motion Passed by Voice Vote (Yes 7, No 0, Abstained 0)**

- B. Change of Agent Application - ALDI Store #67 (located at N96W188838 County Line Rd, Germantown, WI 53022)

**Motion:** Approve as presented

**Motioned By:** Trustee Rick Miller

**Seconded By:** Trustee Hudson

**Yes:** Trustee Baum, Trustee Kaminski, Trustee Neureuther, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson

**No:** None

**Abstain:** None

**Motion Passed by Voice Vote (Yes 7, No 0, Abstained 0)**

- C. Mark Brooks, Agent for Das Barrel Room Tavern & Grill, and Doctors LLC, Property Owner of W201 N10466 Appleton Avenue. Application to Amend Conditional Use Permit No. #13-2019 to allow expansion of the existing off-site parking area pursuant to Section 17.28(3)(u) and Section 17.45(5) of the Village Zoning Code.

**Motion:** Approve Option #1 as presented

**Motioned By:** Trustee Kaminski

**Seconded By:** Trustee Rick Miller

**Yes:** Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Hudson

**No:** Trustee Jan Miller, Trustee Neureuther

**Abstain:** None

**Motion Passed by Voice Vote (Yes 5, No 2, Abstained 0)**

- D. Award of contract to Pro Track and Tennis, Inc. in the amount not to exceed \$69,320 to be paid out. of ARPA funds for maintenance work on the Alt Bauer Park tennis courts.

**Motion:** Approve as presented

**Motioned By:** Trustee Hudson

**Seconded By:** Trustee Kaminski

**Yes:** Trustee Baum, Trustee Kaminski, Trustee Neureuther, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson, President Wolter

**No:** None

**Abstain:** None

**Motion Passed by Roll Call Vote (Yes 8, No 0, Abstained 0)**

- E. Purchase of Kinderberg Park equipment and installation services from Lee Recreation, LLC in an amount not to exceed \$300,000 with funds available in account 40591000-592300.

**Motion:** Approve as presented

**Motioned By:** Trustee Jan Miller

**Seconded By:** Trustee Warren

**Yes:** Trustee Baum, Trustee Kaminski, Trustee Neureuther, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson, President Wolter

**No:** None

**Abstain:** None

**Motion Passed by Roll Call Vote (Yes 8, No 0, Abstained 0)**

**Motion:** Enter into Closed Session for New Business Items F & G at 8:32 PM with the following in attendance: Attorney Sajdak, Village Administrator Kreklow, and Project Consultant for Item F, and Attorney Sajdak and Village Administrator Kreklow for Item G

**Motioned By:** Trustee Rick Miller

**Seconded By:** Trustee Warren

**Yes:** Trustee Baum, Trustee Kaminski, Trustee Neureuther, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson, President Wolter

**No:** None

**Abstain:** None

**Motion Passed by Roll Call Vote (Yes 8, No 0, Abstained 0)**

- F. Strategy Concerning Acquisition of Properties in the Village's Village Center District (in the general area of Mequon Road and Pilgrim Road). The Village Board may convene into Closed Session per Wis. Stat. § 19.85(1)(e) for the



purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.

- G. Acquisition of Grosenick Property - N116 W15843 Main Street and W157 N11593 Fon Du Lac Avenue. The Village Board may Convene into Closed Session as per Wis. Statute 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then reconvene into open session to take such action as it deems appropriate.

**Motion:** Reconvene into Open Session at 10:17 PM

**Motioned By:** Trustee Kaminski

**Seconded By:** Trustee Neureuther

**Yes:** Trustee Baum, Trustee Kaminski, Trustee Neureuther, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson, President Wolter

**No:** None

**Abstain:** None

**Motion Passed by Voice Vote (Yes 8, No 0, Abstained 0)**

Actions taken regarding Closed Session Items F & G:

**Motion:** Regarding Item F, Direct Staff to proceed as discussed in Closed Session

**Motioned By:** Trustee Hudson

**Seconded By:** Trustee Rick Miller

**Yes:** Trustee Kaminski, Trustee Neureuther, Trustee Rick Miller, Trustee Warren, Trustee Hudson, President Wolter

**No:** Trustee Jan Miller

**Abstain:** Trustee Baum

**Motion Passed (Yes 6, No 1, Abstained 1)**

**Motion:** Regarding Item G, Execute Proposed Amendment to Offer to Purchase Direct Staff to proceed as discussed in Closed Session

**Motioned By:** Trustee Baum

**Seconded By:** Trustee Rick Miller

**Yes:** Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, President Wolter

**No:** Trustee Hudson, Trustee Jan Miller, Trustee Neureuther

**Abstain:** None

**Motion Passed (Yes 5, No 3, Abstained 0)**

**X. ADJOURNMENT:**

The Village Board Meeting was adjourned at 10:20 PM.

DRAFT



## COMMITTEE REPORT

**To:** Public Safety Committee  
**From:** Aaron Daul – Chief Administrative Officer  
**Meeting Date:** March 20th, 2024  
**Re:** Request for Municipal Public Safety Radio Grant – Village of Germantown

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### **DECISION:**

Consider a grant request from the Village of Germantown under the Municipal Public Safety Radio Grant Program.

### **STRATEGIC PRIORITY/RESULT ACHIEVED:**

Well-Governed and Administered County; Safe and Secure Community

### **DISCUSSION:**

2022 Resolution 66 called for the creation of a grant program to assist our partner police and fire agencies in the County in funding new radios when the need arises for an additional radio in their inventory and allocated \$500,000 for that purpose.

The Village of Germantown has submitted a request to utilize the grant program for the 4 police officers and 2 additional squad cars that were added in 2024.

Based on the grant parameters, the grant award for this request is: 4 portable law enforcement radios at up to \$5,800 each (\$23,200 total) and 2 mobile law enforcement radios at up to \$7,300 each (\$14,600). If approved, the total award is up to: \$37,800.

Upon receipt of the signed model resolution and proof of purchase, the County will remit payment to the Village for the eligible costs of the radios.

### **FISCAL EFFECT:**

Currently, \$500,000 exists in the grant fund for this purpose. Dollars for this program were allocated on a one-time basis and the County Board will need to consider replenishing after the fund is exhausted.

### **ATTACHMENTS:**

Grant request email from the Village of Germantown.

### **RECOMMENDATION:**

Motion to approve the grant request and award, as described above.

## Aaron Daul

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**From:** Captain Pat Merten  
**Sent:** Monday, February 26, 2024 3:31 PM  
**To:** Aaron Daul  
**Cc:** Chief Mike Snow  
**Subject:** 2022 Resolution 66 / Radio funding Request  
**Attachments:** L3HARRIS XL-200M Mobile Radio Quote 02-26-2024.doc; XL-200P Portable Radio Quote 02-23-2024.doc

You don't often get email from

[Learn why this is important](#)

**CAUTION:** This email originated from outside of Washington County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Aaron,

The Germantown Police Department is requesting funding for the following radio devices through 2022 Resolution 66.

|   |                                |                                  |
|---|--------------------------------|----------------------------------|
| 4 | XL-200P Portable Radios        | \$21,609.29 (\$5,402.32 / radio) |
| 2 | L2Harris XL-200M Mobile Radios | \$16,088.63 (\$8,044.31 / radio) |

The reason for this request is due to the Village of Germantown adding 4 police officers to the Germantown Police Department in 2024. With the addition to adding 4 police officers, the police department will also have to add to its fleet of squad cars requiring 2 additional mobile units.

I have attached two quotes from our L3 Harris authorized dealer, General Communication.

General Communication has built in a 26% discount for these radios. Is this discount part of our 20% that the Village of Germantown was expected to pay. I did see that Washington County will not pay the installation and programming costs of the radios.

Please let me know if the Village of Germantown is responsible for any of these costs or if our 20% is part of the 26% discounted price.

Respectfully,

**Captain Patrick J Merten**

N112 W16877 Mequon Rd

Germantown, WI 53022

Office:

Fax:

Email:



Excellence in Police Service



# GENERAL COMMUNICATIONS

*your safety is our business*

Customer: Germantown Police Dept.

Date: 02/26/2024

Attn: Capt. Pat Merten

Valid For: 30 Days

Rep: John Tramburg  
jtramburg@gencomm.com

## L3HARRIS XL-200M Mobile Radio Quote

| List prices for budgetary purposes |                                           |     |            |            | Total Order Value | \$20,940.04 |
|------------------------------------|-------------------------------------------|-----|------------|------------|-------------------|-------------|
| Model No.                          | Description                               | Qty | Unit Price | Ext Price  |                   |             |
| XZ-MPM1M                           | MOBILE, XL-200M, MULTIBAND                | 2   | \$3,815.00 | \$7,630.00 |                   |             |
| XZ-PL4J                            | FEATURE, VHF BAND                         | 2   | \$550.00   | \$1,100.00 |                   |             |
| XZ-PL4L                            | FEATURE, 700/800 MHZ BAND                 | 2   | \$550.00   | \$1,100.00 |                   |             |
| XZ-PKGPT                           | FEATURE PACKAGE, P25 TRUNKING             | 2   | \$1,600.00 | \$3,200.00 |                   |             |
| XZ-LLA                             | FEATURE, LINK LAYER AUTHENTICATION        | 2   | \$125.00   | \$250.00   |                   |             |
| XZ-PKG8F                           | FEATURE, 256-AES, 64-DES ENCRYPTION       | 2   | \$750.00   | \$1,500.00 |                   |             |
| XZ-PL4F                            | FEATURE, PHASE 2 TDMA                     | 2   | \$250.00   | \$500.00   |                   |             |
| XZ-PL4U                            | FEATURE, XL200M SINGLE-KEY DES ENCRYPTION | 2   | \$0.01     | \$0.02     |                   |             |
| XZ-PL8Y                            | FEATURE, ENCRYPTION LITE                  | 2   | \$0.01     | \$0.02     |                   |             |
| XZ-CP6A                            | CONTROL UNIT, XL-CH                       | 2   | \$1,650.00 | \$3,300.00 |                   |             |
| XZ-MC6A                            | MICROPHONE, XL, STANDARD MOBILE           | 2   | \$105.00   | \$210.00   |                   |             |
| XZ-CA6F                            | CABLE, XL-MOBILE, SPEAKER ACCY            | 2   | \$120.00   | \$240.00   |                   |             |
| XZ-LS6A                            | SPEAKER, EXTERNAL, MOBILE                 | 2   | \$60.00    | \$120.00   |                   |             |
| XZ-Y3EWP                           | SERVICE ASSIST, EXT WARRANTY 3 YR, XL200M | 2   | \$400.00   | \$800.00   |                   |             |
| XZ-MA4A                            | KIT, MOUNTING XL-MOBILE UNIVERSAL         | 2   | \$495.00   | \$990.00   |                   |             |

**26% Discounted Price \$15,703.63**

**Prog/Encrypt \$ 170.00**

**RFT-1202-2T TNC Connector \$ 15.00**

**NMO58U-NC Coax /Mount \$ 50.00**

**NMO150/450/758 Multi Band Antenna \$ 150.00**

**Total Price \$16,088.63**

**Madison**  
2880 Commerce Park Drive  
Madison, WI 53719  
(608) 271-4848 / (800) 356-3200

[jtramburg@gencomm.com](mailto:jtramburg@gencomm.com)  
[www.gencomm.com](http://www.gencomm.com)

**Milwaukee**  
12130 W Carmen Ave  
Milwaukee WI 53225  
(262) 439-2126/ (800) 546-9468



# GENERAL COMMUNICATIONS

*your safety is our business*

Customer: Germantown Police Dept.

Date: 02/23/2024

Attn: Lt. Pat Merten

Valid For: 30 Days

Rep: John Tramburg  
jtramburg@gencomm.com

## XL-200P Portable Radio Quote

| List prices for budgetary purposes<br>Firm quotes require Falcon Configuration |                                             |     |            |             | Total Order Value | \$28,180.12 |
|--------------------------------------------------------------------------------|---------------------------------------------|-----|------------|-------------|-------------------|-------------|
| Model No.                                                                      | Description                                 | Qty | Unit Price | Ext Price   |                   |             |
| XL-PFM1M                                                                       | PORTABLE,XL-200P,FULL,MIDNT BLK,US          | 4   | \$3,160.00 | \$12,640.00 |                   |             |
| XL-PL4J                                                                        | FEATURE,SINGLE BAND VHF                     | 4   | \$0.01     | \$0.04      |                   |             |
| XL-PL4L                                                                        | FEATURE,SINGLE BAND 7/800                   | 4   | \$0.01     | \$0.04      |                   |             |
| XL-NC5Z                                                                        | ANTENNA,FLEX,HELICAL,136-870 MHZ            | 4   | \$110.00   | \$440.00    |                   |             |
| XL-PKGPT                                                                       | FEATURE PACKAGE,P25 TRUNKING                | 4   | \$1,600.00 | \$6,400.00  |                   |             |
| XL-LLA                                                                         | FEATURE,LINK LAYER AUTHENTICATION           | 4   | \$125.00   | \$500.00    |                   |             |
| XL-PKG8F                                                                       | FEATURE,256-AES,64-DES ENCRYPTION           | 4   | \$750.00   | \$3,000.00  |                   |             |
| XL-PL4F                                                                        | FEATURE,P25 PHASE 2 TDMA                    | 4   | \$250.00   | \$1,000.00  |                   |             |
| XL-PL8Y                                                                        | FEATURE, ENCRYPTION LITE                    | 4   | \$0.01     | \$0.04      |                   |             |
| XL-PA3V                                                                        | BATTERY,LI-ION,3100 MAH                     | 4   | \$150.00   | \$600.00    |                   |             |
| XL-CH6F                                                                        | CHARGER, SINGLE BAY                         | 4   | \$245.00   | \$980.00    |                   |             |
| XL-AE4B                                                                        | SPEAKER MICROPHONE,EMER BUTTON              | 4   | \$225.00   | \$900.00    |                   |             |
| XL-HC3L                                                                        | BELT CLIP,METAL                             | 4   | \$30.00    | \$120.00    |                   |             |
| XL-Y3EWP                                                                       | SERVICE ASSIST, EXT WARRANTY 3YR,<br>XL200P | 4   | \$400.00   | \$1,600.00  |                   |             |

26% Discounted Price \$21,269.29

Prog/Encrypt \$ 340.00

**Total Price \$21,609.29**

**Madison**  
2880 Commerce Park Drive  
Madison, WI 53719  
(608) 271-4848 / (800) 356-3200

[jtramburg@gencomm.com](mailto:jtramburg@gencomm.com)  
[www.gencomm.com](http://www.gencomm.com)

**Milwaukee**  
12130 W Carmen Ave  
Milwaukee WI 53225  
(262) 439-2126/ (800) 546-9468

Steinig Tal Kennel LLC  
N1041 Mink Lane  
Campbellsport, WI 53010  
USA

Voice: (920) 533-8109  
Fax: (920) 533-8109

**Invoice**  
Invoice Number:  
1970

Invoice Date:  
Mar 11, 2024

Page:  
1

Duplicate

Sold To:  
Germantown PD  
N112 W16877 Mequon Rd  
Germantown, WI 53022-0096

Ship to:

| Customer ID   |                 | Customer PO                                                                        |            | Payment Terms |          |
|---------------|-----------------|------------------------------------------------------------------------------------|------------|---------------|----------|
| Germantown PD |                 |                                                                                    |            | Net 30 Days   |          |
| Sales Rep ID  |                 | Shipping Method                                                                    |            | Ship Date     | Duc Date |
|               |                 | Cust. Pickup                                                                       |            |               | 4/10/24  |
| Quantity      | Item            | Description                                                                        | Unit Price | Extension     |          |
| 1.00          | Dual Purpose K9 | K9, pre-training, handler course, certification and one year maintenance training. | 15,000.00  | 16,000.00     |          |
| -1.00         | Discount        | For prior purchase of police K9                                                    | 1,000.00   | -1,000.00     |          |

Check/Credit Memo No:

|                        |                  |
|------------------------|------------------|
| Subtotal               | 15,000.00        |
| Sales Tax              |                  |
| Total Invoice Amount   | 15,000.00        |
| Payment/Credit Applied |                  |
| <b>TOTAL</b>           | <b>15,000.00</b> |

Overdue invoices are subject to late charges.

## **BUSINESS OF THE VILLAGE BOARD**

MEETING DATE: April 15, 2024

PLACEMENT: Action Item

ITEM TITLE: Wrenwood North, Neumann Developments, Inc. - Development Agreement Amendment

SUBMITTED BY: Matthew Mortwedt, Public Works Director

### SUMMARY EXPLANATION:

Approval of the Development Agreement Amendment for Wrenwood North between Neumann Developments, Inc, and the Village of Germantown. The amendment addresses:

- Modifying the development from two to three phases.
- Eventual ownership of outlots
- Landscaping and grading on a specified outlot and the requirement to build a berm and provide landscaping on specified outlots.

### ATTACHMENT:

1. Exhibit F - Wrenwood North Phasing Plan 012424 (1)
2. SWMP Memo-Phase 2-Wrenwood North\_2024-01-25
3. 040524 - Wrenwood North DA Amendment

### RECOMMENDATION:

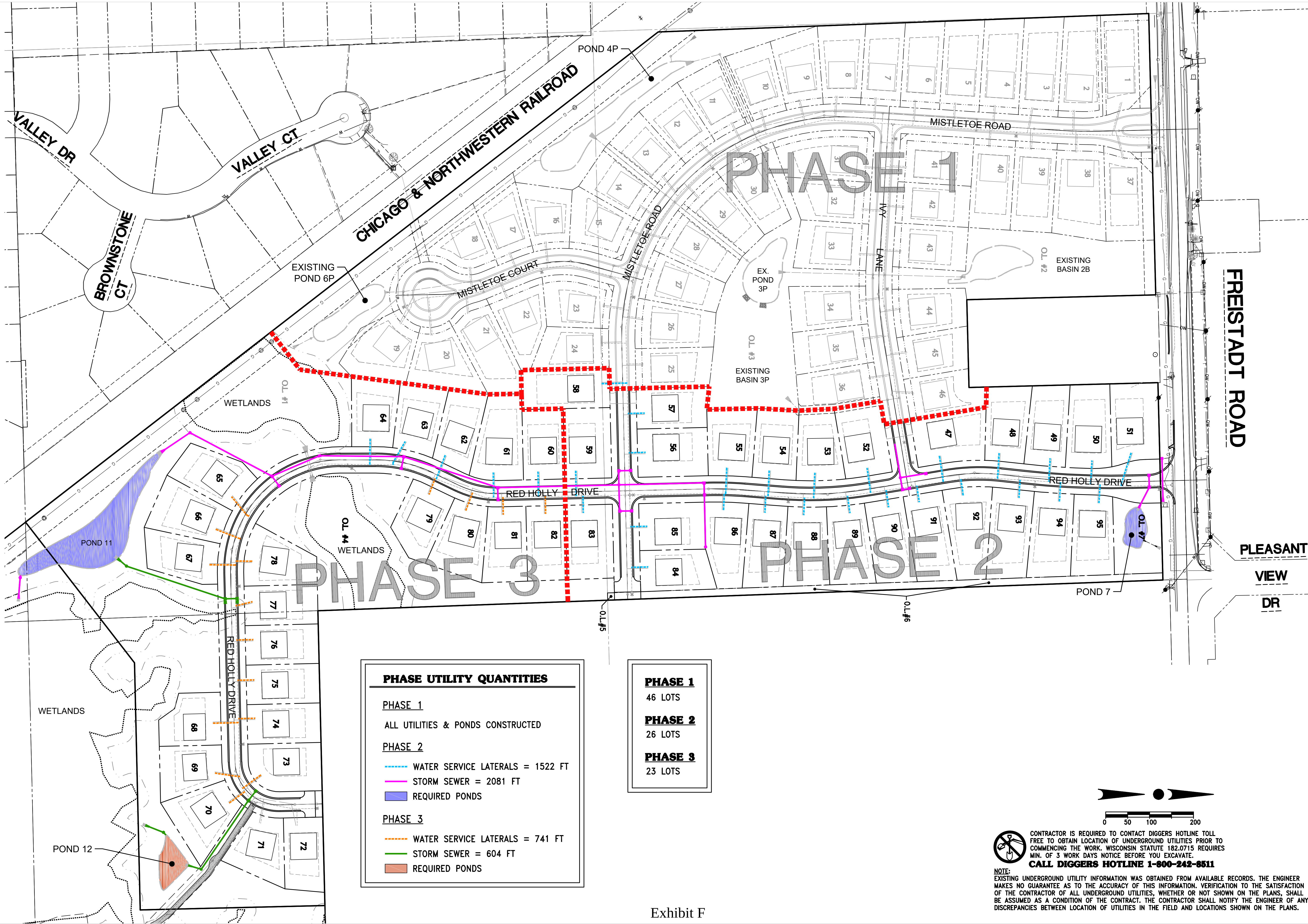
Staff recommends approval of the Development Agreement Amendment for Wrenwood North between Neumann Developments, Inc, and the Village of Germantown.

### ACTION BY Committee:

Approved 4-0.



\\HC900\953\17037-01\CONSTRUCTION PLANS\WRENWOOD NORTH\PHASE 2\EXHIBIT\_WRENWOOD NORTH\_PHASE PLAN-22X34.DWG



**PHASE UTILITY QUANTITIES**

**PHASE 1**

ALL UTILITIES & PONDS CONSTRUCTED

**PHASE 2**

- WATER SERVICE LATERALS = 1522 FT
- STORM SEWER = 2081 FT
- REQUIRED PONDS

**PHASE 3**

- WATER SERVICE LATERALS = 741 FT
- STORM SEWER = 604 FT
- REQUIRED PONDS

**PHASE 1**

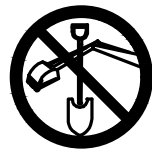
46 LOTS

**PHASE 2**

26 LOTS

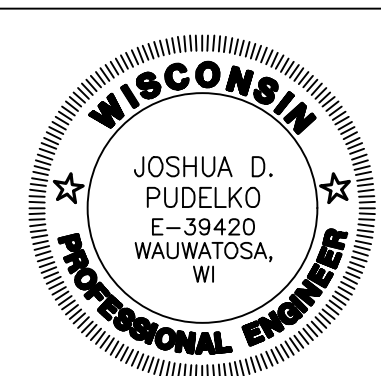
**PHASE 3**

23 LOTS



CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.  
**CALL DIGGERS HOTLINE 1-800-242-8511**

NOTE:  
EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.



4100 N. CALHOUN ROAD, SUITE 300  
BROOKFIELD, WI 53005  
PHONE: (262) 790-1480  
FAX: (262) 790-1481  
EMAIL: jpuudelko@trioeng.com

**PROJECT:**  
**WRENWOOD - NORTH PHASE 2**  
SINGLE FAMILY RESIDENTIAL SUBDIVISION  
VILLAGE OF GERMANTOWN, WISCONSIN  
BY: NEUMANN DEVELOPMENTS, INC.  
N27W24025 PAUL COURT, SUITE 100  
PEWAUKEE, WI 53072

| REVISION HISTORY |                   |
|------------------|-------------------|
| DATE             | DESCRIPTION       |
| 12/09/2022       | INITIAL SUBMITTAL |
| 03/14/2023       | VILLAGE COMMENTS  |

**DATE:**  
MARCH 14, 2023

**JOB NUMBER:**  
17037

**DESCRIPTION:**

**OVERALL PHASING PLAN**

**SHEET**

**E1.00**

Exhibit F



Wrenwood North  
January 25, 2024

January 25, 2024

Village of Germantown  
Engineering Department  
N112 W17001 Mequon Road  
Germantown, WI 53022-0337

Attn: Larry Ratayczak  
Director of Public Works

Re: **Wrenwood North – Phase 2**  
**Storm Water Management Plan Memorandum**



Dear Larry:

Please accept this letter as confirmation that the necessary storm water infrastructure for the latest limits of Phase 2 construction will be installed and will adhere to the approved storm water management plan dated September 1, 2022. The Wrenwood North Addition #1 final plat and the overall proposed storm water drainage map enclosed with this letter further illustrate this. The Phase 2 construction plans include the installation of ponds 7 and 11 which are the downstream storm water measures in the final development condition which serve the entirety of the proposed Phase 2 lots and roads.

Please feel free to contact me with any questions, comments or to further discuss the updated plans.

Sincerely,

Josh Pudelko, M.S., P.E.  
President  
Trio Engineering

**FIRST AMENDMENT to  
SUBDIVISION DEVELOPMENT AGREEMENT  
for  
WRENWOOD NORTH SUBDIVISION**

THIS FIRST AMENDMENT (the "First Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Village of Germantown (the "Village"), a Wisconsin municipal corporation and Wrenwood, LLC (the "Developer"), a Wisconsin limited liability company.

WHEREAS, Developer and the Village entered into a Subdivision Development Agreement for Wrenwood – North Ph 1 & 2 Subdivision (the "Agreement"), dated the 15<sup>th</sup> day of August, 2022, for the construction of Wrenwood North subdivision, a single-family subdivision in the Village of Germantown, Wisconsin (the "Subdivision"); and

WHEREAS, the Agreement sets forth that the Subdivision be developed in two (2) Phases along with other conditions, responsibilities and obligations with respect to the Subdivision; and

WHEREAS, the Developer has substantially completed Phase 1 of the Subdivision in accordance with the Agreement; and

WHEREAS, Developer and Village wish to amend the Agreement to allow the Developer to develop Phase 2 of the Subdivision in two separate phases (resulting in three total phases: Phase 1, consisting of 46 lots as substantially completed in 2022, Phase 2, consisting of 26 lots, and Phase 3, consisting of 23 lots) as shown in the attached exhibit "F" and the parties desire to amend and modify some of the conditions, responsibilities and obligations of the Agreement as more particularly set forth hereinafter.

NOW, THEREFORE, the parties hereto agree as follows:

1. The title of the Agreement shall be amended to read: Subdivision Development Agreement for Wrenwood North Subdivision.
2. The second Recital of the Agreement is deleted and replaced with the following:

WHEREAS, Developer has submitted for approval by the Village a development plan for a proposed residential subdivision (the "Development" or "Subdivision") which will consist of 95 single-family residential lots to be developed in three (3) Phases (Phase 1, consisting of 46 lots as substantially completed in 2022, Phase 2, consisting of 26 lots, and Phase 3, consisting of 23 lots) on the Property, which Developer proposes to complete as described in the plans submitted to the Village, and as ultimately approved by it; and

3. The fourth Recital of the Agreement is deleted and replaced with the following:

WHEREAS, the Developer proposes to construct the Development in (3) Three Phases as indicated on the attached exhibit “F”; and

4. The fifth Recital of the Agreement is deleted and replaced with the following:

WHEREAS, Phase 1 has been substantially completed by the Developer in accordance with the agreement, including sanitary sewer and water main for Phases 2 and 3, a 12” thick gravel access road along the Phase 2 and 3 sanitary main, the western entrance to Freistadt Road and the looped water main to Valley Court; and

5. The sixth Recital of the Agreement is deleted and replaced with the following:

WHEREAS, Phase 2 and 3 includes an amended specification to allow excavated material for utility trench backfill, final grading for roadway, roadway construction and to include construction of roadway improvements for the eastern entrance to Freistadt Road as outlined in the Washington County Highway permit for development entrances to Freistadt Road. If Phase 2 is not started within 12 months of this Amendment or if Phase 3 is not started within 36 months of this Agreement, Developer shall construct an extension to the paved access drive access drive connecting to the existing southern development commonly known as Wrenwood to the paved roadway in the Subdivision.

6. Section 1.05 of the Agreement is amended to add the following paragraph to the end of the Section:

The Developer shall install a berm, designed to avoid disturbance of existing trees that the Village and Developer deem necessary to save, at least three feet in height, in parcel GTVN\_232280, adjacent to parcel GTVN\_231996 (N120W14709 Freistadt Rd) on what is referred to in the Developer’s revised Exhibit F as Outlot 6. Outlot 6 is a strip of land approximately 16.5 feet by 1265.63 feet on the eastern edge of parcel GTVN\_232280. The berm shall be constructed consistent with the Village of Germantown Code of Ordinance, Chapter 17.57. The berm shall be designed and graded to have both an undulating and serpentine shape so as to appear more natural in form. A long continuous, straight berm is not acceptable. The revised grading plans shall be submitted for approval prior to construction of the berm.

7. Section 1.06 of the Agreement is amended to add the following paragraph to the end of the Section:

The parties acknowledge that western entrance to Freistadt Road was constructed with Phase 1; Freistadt Road is now a Village roadway and Developer shall construct the

Eastern Entrance in accordance with the design plans approved by Washington County.

8. Section 1.09 of the Agreement is amended to add the following paragraph to the end of the Section:

The Developer shall provide appropriate landscaping for the berm constructed on the section of GTVN\_232280, described in Developer's plans as out lot 5 & 6. Landscaping on the berm shall be consistent with the Village of Germantown Code of Ordinance, Chapter 17.57. A revised landscaping plan for out lot 5 & 6 shall be submitted for approval prior to construction of the berm and associated plantings.

9. The first sentence of Section 5.04 of the Agreement is deleted and replaced with the following:

Developer constructed the public sanitary sewer and water main improvements for this project in Phase 1; the roadway improvements and other ancillary improvements will be constructed in Phases 2 and 3 as needed to service the lots included with each subsequent Phase.

10. Section 5.05 of the Agreement is amended to add the following sentence to the end of the Section:

In addition, the Developer will convey Outlots 5 and 6 as fractional ownership to the lot owners in the subdivision, all of which shall be maintained by the Home Owner's Association.

11. **Agreement, Section 8.01 COMPLETION DATE.** Section 8.01 of the Agreement is deleted and replaced with the following:

The work required by the Agreement for Phase 1 was substantially completed by the Developer in accordance with the Agreement. The work required by this Agreement for Phase 2 shall be substantially completed by the Developer not later than twelve (12) months from the date of this First Amendment, and the work for Phase 3 shall be substantially completed by Developer not later than twenty-four (24) months after acceptance of the Phase 2 work (not including the guarantee period).

12. Exhibit C of the Agreement is amended as outlined in the attached exhibit "C," which reflects revisions to accommodate the three (3) Phases of development.

13. The parties agree that Exhibit "E" to the Agreement represented the 2022 Village of Germantown rates and that the rates for the then current fiscal year will be used for the each year that development occurs in the Subdivision.
14. The attached Exhibit "F" shall be incorporated to the Agreement to show the three (3) Phases for the Development.
15. **Effects of Amendment.** Except as provided herein, all other terms and conditions in the AGREEMENT shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the DEVELOPER and the VILLAGE have caused this First Amendment to be signed be signed in two original counterparts as of the date first written above.

**DEVELOPER:**

Wrenwood, LLC

By; Neumann Developments, Inc., Its Sole Member

By: \_\_\_\_\_  
Bryan Lindgren, President

**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
                                          ) SS  
COUNTY OF WAUKESHA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by Bryan Lindgren, the President of Neumann Developments, Inc., sole member of Wrenwood, LLC on behalf of said corporation.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

**VILLAGE OF GERMANTOWN:**

By: \_\_\_\_\_  
Dean Wolter, Village President

By: \_\_\_\_\_  
Donna Ott, Village Clerk

STATE OF WISCONSIN                    )  
                                                          ) SS  
COUNTY OF WASHINGTON            )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024 the above named Dean Wolter, Village President, and Donna Ott, Village Clerk, of the Village of Germantown, and to me known to be such and acknowledged that they executed the foregoing instrument as such officers by its authority, and pursuant to the authorization by the Village Board from their meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Name: \_\_\_\_\_

Notary Public, State of Wisconsin

My commission expires: \_\_\_\_\_

## **BUSINESS OF THE VILLAGE BOARD**

MEETING DATE: April 15, 2024

PLACEMENT: Action Item

ITEM TITLE: Wisconsin DOT Road Salt Contract

SUBMITTED BY: Scott Anderson, Superintendent

SUMMARY EXPLANATION:

Staff recently made a commitment that the village remain part of the WisDOT Salt Bid Process for the 2023-2024 winter season. Staff will purchase up to 2280 tons of salt in 2024. The cost per ton is not yet available. Currently, the Village has approximately 2884 tons of salt on hand. The Village used approximately 2135 tons of salt this past winter season. Attached is a breakdown of the salt usage for the past 22 seasons. Staff is requesting the financial commitment to remain part of the WisDOT Bid Process.

ATTACHMENT:

1. A) HISTORICAL SALT PURCHASING INFO (1)

RECOMMENDATION:

Staff recommends remaining part of the WisDOT bid process.

ACTION BY Committee:

Approved 4-0.



## SALT PURCHASING INFO

| <b>YEAR</b>  | <b>SALT</b> | <b># OF OPERATIONS</b> |
|--------------|-------------|------------------------|
| <b>23-24</b> | <b>1943</b> | <b>17</b>              |
| 22-23        | 2135        | 40                     |
| 21-22        | 1763        | 39                     |
| 20-21        | 2322        | 43                     |
| 19-20        | 2500        | 34                     |
| 18-19        | 3,205       | 42                     |
| 17-18        | 3,130       | 39                     |
| 16-17        | 2,875       | 34                     |
| 15-16        | 2,756       | 33                     |
| 14-15        | 2,185       | 44                     |
| 13-14        | 3,258       | 67                     |
| 12-13        | 3,467       | 53                     |
| 11-12        | 2,127       | 42                     |
| 10-11        | 3,430       | 57                     |
| 9-10         | 2,045       | 38                     |
| 8-9          | 3,332       | 53                     |
| 7-8          | 3,432       | 79                     |
| 6-7          | 3,304       | 52                     |
| 5-6          | 3,093       | 46                     |
| 4-5          | 2,475       | 45                     |
| 3-4          | 1,659       | 32                     |
| 2-3          | 2,138       | 39                     |
| 1-2          | 1,744       | 25                     |

**AVERAGE SALT USE                      2,700 TONS**  
**Average use multiplied by 1.5        4,100 TONS**

**SALT ON HAND end of 23 - 24 Season                      2803    TONS**

**SALT ORDERED FOR 24 - 25            1500   Ton Early Fill**  
**2000   Ton Seasonal Fill**  
**700    Ton Vendor Reserve**

**Estimated cost per ton \$92.00 for 2025 Budget (salt only) = \$248,400.00**

- **Estimated, as exact cost will be provided by the Wisconsin DOT once the contract is finalized. Staff typically has this information in advance of the annual budget presentation.**

## **BUSINESS OF THE VILLAGE BOARD**

MEETING DATE: April 15, 2024

PLACEMENT: Action Item

ITEM TITLE: 2024 Digital Construction Message Center (Movable Sign)  
Purchase

SUBMITTED BY: Scott Anderson, Superintendent

### SUMMARY EXPLANATION:

As part of the 2024 Highway Department capital budget, \$25,000.00 was allocated to purchase a digital construction message center. This piece of equipment will be used throughout the DPW to aid in communicating messages with residents and motorists for upcoming projects. While this piece of roadside messaging equipment will be utilized primarily by DPW, when available it can be utilized by both the Engineering and Police Departments. The recommended vendor and equipment are similar to the unit already owned by the Police Department. This will help on several fronts, including ease of use, and ease of maintenance. The unit will also be ordered with radar capabilities which can be used by the Police Department, or in collecting speed and vehicle count data for the DPW. Staff solicited several local vendors, and the pricing is listed below:

Stalker Radar: \$20,125.00

TAPCO: \$20,695.00

### ATTACHMENT:

### RECOMMENDATION:

Staff recommends the purchase of a Stalker construction message center from Applied Concepts Inc for an amount not to exceed \$20,125.00 and to forward this request to the Village Board with a positive recommendation. If approved, the funds shall be allocated from 40562000-591000.

### ACTION BY Committee:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and, by voting NAY, would deny the request if there was a majority vote.

## **BUSINESS OF THE VILLAGE BOARD**

MEETING DATE: April 15, 2024

PLACEMENT: Action Item

ITEM TITLE: Report on Emergency Purchase of PLC Programming Services for Well 7 from Ruekert-Mielke in the amount of \$16,900

SUBMITTED BY: Paul Haugen, Water Superintendent

### SUMMARY EXPLANATION:

This work is associated with the Well 7 MCC panel replacement project which began in 2022. As part of the project, the PLC's (programmable logic controller) are being replaced. Each PLC is individually programmed with new operating parameters. Ruekert & Meilke is our proprietary programming firm and quoted \$16,900.00 for the work. The work needed to proceed outside the normal approval process based on the delay later approval would have on the contractors availability and the timing of the utility's annual flushing program.

### ATTACHMENT:

1. Haugen-20240327-Programming Proposal

### RECOMMENDATION:

Staff is reporting that work has proceeded based on the attached quote from Ruekert & Mielke in the amount of \$16,900.00 for the Well 7 PLC Programming, following direction from the Village Administrator. The funds will come from account #50000000-182780.

### ACTION BY Committee:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and, by voting NAY, would deny the request if there was a majority vote.

March 27, 2024

Mr. Paul Haugen  
Water Utility Superintendent  
Village of Germantown  
N122W17177 Fond du Lac Avenue  
Germantown, WI 53022

Re: Water Well #7 SCADA Programming and System Integration Agreement

Dear Mr. Haugen:

Ruekert & Mielke, Inc. (R/M) is pleased to submit an agreement to provide SCADA software programming and integration services for the Water Well #7 Project.

**Project Description:**

This project will provide the required programming for the Programmable Logic Controller (PLC) and Operator Interface Terminal (OIT) at Well #7, and programming for the Master PLC and SCADA software at the Utility office to monitor and control the pump station from the Village of Germantown SCADA system.

**Scope of Services:**

1. SCADA Master Programmable Logic Controller (PLC) programming to accommodate new inputs and outputs associated with the Well #7 MCC upgrade.
2. SCADA HMI software programming to graphically represent new inputs and outputs associated with the Well #7 MCC upgrade.
3. Alarm notification software programming for new Well #7 alarm points.
4. SCADA Historian reporting software programming updates for Well #7 data.
5. SCADA reporting software programming updates for Well #7 data.
6. Local Operator Interface Terminal Programming to graphically represent Well #7 operation and control information at the pump station.
7. R/M SCADA Analysts will be on-site during the commissioning of Well #7 to perform start-up programming and testing.
8. An R/M SCADA Analysts will provide up to 4 hours of follow-up technical support on-site for programming adjustments.

**Items Excluded:**

R/M's scope excludes PLC or OIT hardware, equipment installation and electrical wiring.

**Responsibilities of others:**

The Village of Germantown shall provide a start-up schedule and operating details describing how Well #7 is expected to operate in the water system.

**Schedule:**

The above-described professional services will be completed by September 30, 2024, assuming full execution of this agreement by May 1, 2024.

Mr. Paul Haugen  
Village of Germantown  
March 27, 2024  
Page 2

The above-described professional services will be performed within 150 days of execution of this agreement.

**Fee:**

R/M proposes to provide project programming and integration services for the Well #7 Station as defined above for a fee of \$16,900.00.

The above-described professional services will be provided to you in accordance with the attached three page **RM Standard Terms & Conditions** dated January 1, 2024, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

Respectfully,

RUEKERT & MIELKE, INC.

David C.  
Beyer

Digitally signed by David  
C. Beyer  
Date: 2024.03.27  
14:45:31 -05'00'

David C. Beyer  
SCADA Systems Analyst  
[dbeyer@ruekert-mielke.com](mailto:dbeyer@ruekert-mielke.com)

DCB:sjs  
Enclosure(s)  
cc: Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.

Mr. Paul Haugen  
Village of Germantown  
March 27, 2024  
Page 3

AGREEMENT FOR WATER WELL #7 SCADA PROGRAMMING AND SYSTEM INTEGRATION  
Between Village of Germantown  
and  
Ruekert & Mielke, Inc.  
Dated March 27, 2024

CLIENT:

Village of Germantown

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

CONSULTANT:

Ruekert & Mielke, Inc.

Signature: \_\_\_\_\_

Steven C. Wurster, P.E.

Title: Senior Vice President/COO

Date: March 27, 2024

Designated Representative:

Name: David C. Beyer

Title: SCADA Systems Analyst

Phone Number: 262-953-3086

Digitally signed by Steven  
C. Wurster  
Date: 2024.03.27  
14:27:03 -05'00'

**A. Standards of Performance**

The standard of care for all Consultant services performed or furnished Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

**B. Designated Representatives**

With the execution of this Agreement, Consultant and Client shall designate specific individuals to act as Consultant's and Client's representatives with respect to the services to be performed or furnished by Consultant and duties and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

**C. Payments to Consultant**

Invoices will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to Client by Consultant monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice therefore, the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven days written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges. Consultant's standard hourly rates are subject to annual adjustment.

**D. Ownership and Reuse of Documents**

All documents and services prepared or furnished by Consultant pursuant to this Agreement are instruments of service, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse) whether or not the Project is completed. Consultant grants Client a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Client shall be at Client's sole risk; and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Client or by others acting through Client.

**E. Permits and Approvals**

It is the responsibility of the Client to obtain all necessary permits and approvals for the Project. Consultant will assist the Client in obtaining permits and approvals as mutually agreed to in writing.

**F. Opinions of Probable Cost**

Consultant's opinions of probable construction cost (if any) are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by Consultant. If Client requires greater assurance as to probable construction costs, then Client agrees to obtain an independent cost estimate.

**G. Client and Third Party Provided Information**

Consultant shall have the right to rely on the accuracy of any information provided by Client and third parties. Consultant will not review this information for accuracy.

**H. Access**

Client shall arrange for safe access to and make all provisions for Consultant and Consultant's subconsultants to enter upon public and private property as required for Consultant to perform services under this Agreement.

**I. Construction Observation**

Consultant will observe the work as agreed to for general compliance with the construction documents. Consultant shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any contractor. Consultant has no stop work authority. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Consultant.

**J. Environmental**

The parties acknowledge that Consultant's services do not include any services related to unknown or undisclosed Constituents of Concern. Consultant assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.



#### K. Termination of Contract

1. Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
2. Client may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Client with 30 days written notice.
3. Consultant may terminate this Agreement for cause with 7 days written notice (a) if Consultant is requested to furnish or perform services contrary to Consultant's responsibilities as a licensed professional, (b) if Consultant's services are delayed or suspended for more than 90 days for reasons beyond Consultant's control, (c) if payment due Consultant remains unpaid for 90 days, or (d) as the result of the presence of undisclosed Constituents of Concern. Consultant will have no liability to Client on account of any termination by Consultant for cause.
4. In the event of any termination, Client shall pay to Consultant all amounts owing to Consultant under this Agreement, for all work performed up to the effective date of notice.

#### L. Insurance

Consultant will maintain insurance at a minimum in the amounts following. Insurance certificates will be provided if requested by Client.

- General Liability \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate
- Auto Liability \$1,000,000 Combined Single Limit
- Workers Compensation Statutory
- Employers Liability \$1,000,000 Each Accident / \$1,000,000 Each Employee / \$1,000,000 Policy Limit
- Umbrella \$1,000,000 Occurrence / Aggregate
- Professional Liability \$1,000,000 Per Claim / Aggregate

#### M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, and subconsultants in the performance of Consultant's services under this Agreement.
2. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, employees, and subconsultants from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement.
3. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, Consultant, and all other negligent entities and individuals.
4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Client and Consultant in paragraph N. "Limit of Liability," of this Agreement.

#### N. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Consultant or Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the total amount of \$1,000,000, or the Consultant's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

#### O. Consequential Damages

To the fullest extent permitted by law, Client and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, consultants and subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

#### P. Third Party Beneficiaries

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or the Consultant. Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder. Client agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

#### Q. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### R. Hold Harmless

Consultant's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce the Consultant's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, or costs associated with or arising out of such reduction in services.

#### S. Consultant's Services

Consultant's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### T. Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the right to terminate this Agreement in accordance with the Termination provision hereof.

#### U. Delays

Consultant shall not be liable for any loss or damage arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; pandemics, failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. If the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

#### V. Entire Agreement

This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

#### W. Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant as a generally accepted business practice shall not be considered an assignment for purposes of this Agreement.

#### X. Dispute Resolution

Client and Consultant agree to negotiate all disputes between them in good faith for a period of 60 days from the date of notice, prior to invoking mediation. Subsequent to negotiation, Client and Consultant agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation. Client and Consultant agree to participate in the mediation process in good faith and on a confidential basis.

#### Y. Governing Law

This Agreement will be governed by the laws of the state in which the project is located.

#### Z. Definitions

1. Contractor - Any person or entity (not including the Consultant, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Client's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

2. Constituent of Concern – any substances, including without limitation asbestos, asbestos-containing materials, toxic or hazardous substances, PFASs, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable state, provincial or federal statutes), pollutants, viruses, bacteria or pathogens of any kind, or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

**END OF DOCUMENT**

Page 3 of 3 pages

**(Ruekert & Mielke, Inc. Standard Terms and Conditions)**

## **BUSINESS OF THE VILLAGE BOARD**

MEETING DATE: April 15, 2024

PLACEMENT: Action Item

ITEM TITLE: Award of a contract to CTW Wells & Pumps in an amount not to exceed \$30,000 for well cleaning and testing services.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

### SUMMARY EXPLANATION:

The recent CCTV video was taken from Well 12 which confirmed flow restriction from naturally developing biofilm. To combat this and help return the well to its initially observed capacity, a chemical rehab needs to be done. In order for the scope of the chemical rehab to be developed, the well needs to be mechanically cleaned, step-tested and samples taken for analysis. Based on that we are recommending award of the mechanical cleaning, step-testing and sample analysis to CTW Wells and Pumps in an amount not to exceed \$30,000.

Initially, two quotes were obtained for step-testing and sample analysis (no mechanical cleaning). Municipal Well & Pump quoted \$23,618.00 and CTW Wells and Pumps quoted \$12,867.00. After additional discussions with our consultants, the addition of mechanical cleaning is now recommended. The mechanical cleaning will clean the well and allow for better observations to properly scope the well rehab.

As part of this effort we may incur some additional costs from JH Hassinger, the contractor on the well house construction.

### ATTACHMENT:

1. Well 12 Rehabilitation – Geophysical - Pump Test - Sampling 4-8-2024  
Ammended

### RECOMMENDATION:

Award of mechanical well cleaning, step-testing and sample analysis to CTW Wells and Pumps in an amount not to exceed \$35,000.

### ACTION BY Committee:



*Speed and Innovation is Our WaterMark*

April 8, 2024

Ms Eve Schnell, PE  
Foth Infrastructure & Environment, LLC  
N122 W17177 Fond du Lac Avenue  
Germantown, WI 53022

RE: Well 12 Rehabilitation – Geophysical - Pump Test - Sampling

Dear Ms Schnell,

Thank you for your request for additional estimation on well 12 rehabilitation. Per your 4/5/24 email, we are pleased to estimate the following:

- Apply for DNR approval for prima cord development
- Utilize 100 grain prima cord to “shoot” well below the Karst formation.....**\$2500**
- Install 2” air eduction system to vac material from the bottom of the well and alternately surge and purge well with compressed air.....**\$4411**
- Provide stiff wire 21” diameter brush, complete 100 passes in the borehole.....**\$1980**
- Post treatment color televiser well.....**\$900**
- Provide geophysical testing to include static and dynamic spinner testing.....**\$4600**
- During pump testing, provide 12gpm “thief sampling” pump to obtain samples per WQI recommendation on 4/3/2024.....**\$775**
- Provide meter, gauge, flow control and sample tap. Set 60hp submersible pump at 180’ on 6” drop pipe
- Provide pump testing at the following rates:
  - 200gpm, 400gpm, 600gpm and 800gpm for 90 minutes each
  - Data log drawdown and document flow rates
  - Sample at 2 to 3 minutes and 1-2hrs (per WQI recommendations)
  - Take color samples every 30 minutes
  - Additional pump testing time @ **\$225/hr**
- Remove pumping components and weld cap to well head.....**\$13,889**

Pump and equipment is in stock and could be completed in 7 to 10 working days. DNR approval is approximately 6 to 7 days.

Please let us know if any additional information or clarity in our estimate is required. We appreciate your continued patronage and thank you for your consideration.

Respectfully,

Troy Simonar  
CTW Corporation

**CTW Corporation**  
21500 W. Good Hope Road, Lannon, WI 53046  
www.ctwcorporation.com (262) 253-6613 Branches: Baraboo, Eau Claire, and Green Bay

## **BUSINESS OF THE VILLAGE BOARD**

MEETING DATE: April 15, 2024

PLACEMENT: Action Item

ITEM TITLE: Goldendale Booster Station SCADA Programming and System Integration Agreement

SUBMITTED BY: Paul Haugen, Water Superintendent

### SUMMARY EXPLANATION:

This work is associated with our new Goldendale Booster Station which is needed to be integrated into our full SCADA system. Ruekert & Meilke is our proprietary programming firm.

- Cost \$25,750.00

### ATTACHMENT:

1. Haugen-20240325-SCADA Programming Proposal

### RECOMMENDATION:

Staff recommends approval of the quote from Ruekert & Mielke in the amount of \$25,750.00 for the Goldendale Booster Station SCADA Programming and System Integration Agreement, funds will come from account #50000000-182780.

### ACTION BY Committee:

The proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

March 25, 2024

Mr. Paul Haugen  
Water Utility Superintendent  
Village of Germantown  
N122 W17177 Fond Du Lac Avenue  
Germantown, Wisconsin 53022-0337

Re: Goldendale Booster Station SCADA Programming and System Integration Agreement

Dear Mr. Haugen:

Ruekert & Mielke, Inc. (R/M) is pleased to submit an agreement to provide SCADA software programming and integration services for the Water Utility Goldendale Booster Station Project.

**Project Description:**

This project will provide the required programming for the Master Programmable Logic Controller (PLC) and SCADA software at the Utility office to monitor and control the Goldendale Booster Station from the Village of Germantown SCADA system.

**Scope of Services:**

R/M's scope of services for this project will provide programming and startup services to include:

1. SCADA Master Programmable Logic Controller (PLC) programming to communicate with and set up preliminary controls for the Booster Station PLC via the existing SCADA radio telemetry system.
2. SCADA HMI software programming to graphically represent the Booster Station equipment and system operating controls.
3. Add Master PLC programming and SCADA graphics programming to add new pump lists and controls for the Booster Station. Additional water system controls programming will be required as part of the future Water Tower #4 project.
4. Alarm notification software programming to process alarms from the booster station and notify operations staff.
5. SCADA Historian software programming to collect and process key performance indicator information and booster station equipment operating data.
6. SCADA reporting software programming to present the data collected from the Booster Station.
7. R/M SCADA Analysts will be on-site during the commissioning of the Booster Station to perform start-up programming and testing.
8. R/M will collaborate with the project Electrical Contractor's System Integrator to coordinate the control and monitoring programming required for integration with the Village of Germantown Water Utility SCADA system. This collaboration will include testing of the System Integrator's PLC programming for compatibility with alternate water system control modes that will be required as part of the future Water Tower #4 project.
9. Additional site visits to test the Baker Booster Pump system when it is moved to the Booster Station, and to test the standby generator system when it is installed.

Mr. Paul Haugen  
Village of Germantown  
March 25, 2024  
Page 2

**Items Excluded:**

Ruekert & Mielke's scope excludes Booster Station PLC or Operator Interface Terminal programming or hardware, equipment installation or electrical wiring. The local control programming for the booster station will be provided by the Electrical Contractor's System Integrator.

**Responsibilities of others:**

The Village of Germantown shall provide a start-up schedule and operating details describing how the booster station is expected to be controlled by the SCADA system. All booster station hardware including installation and programming will be provided by others.

**Schedule:**

The above-described professional services will be completed by September 30, 2024, assuming full execution of this agreement by April 19, 2024.

The above-described professional services will be performed within 150 days of execution of this agreement.

**Fee:**

R/M proposes to provide project programming and integration services for the Goldendale Booster Station as defined above for a fee of \$25,750.00.

The above-described professional services will be provided to you in accordance with the attached three page **RM Standard Terms & Conditions** dated January 1, 2024, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

Respectfully,

RUEKERT & MIELKE, INC.

David C.  
Beyer

Digitally signed by David  
C. Beyer  
Date: 2024.03.25  
14:31:13 -05'00'

David C. Beyer  
SCADA Systems Analyst  
[dbeyer@ruekert-mielke.com](mailto:dbeyer@ruekert-mielke.com)

DCB:sjs

Enclosure(s)

cc: Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.

Mr. Paul Haugen  
Village of Germantown  
March 25, 2024  
Page 3

Agreement for SCADA Programming and System Integration  
Between Village of Germantown  
and  
Ruekert & Mielke, Inc.  
Dated March 25, 2024

CLIENT:

Village of Germantown

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONSULTANT:

Ruekert & Mielke, Inc.

Signature:  \_\_\_\_\_  
Steven C. Wurster, P.E.

Digitally signed by Steven  
C. Wurster  
Date: 2024.03.25  
12:29:07 -05'00'

Title: Senior Vice President/COO

Date: March 25, 2024

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Designated Representative:

Name: David C. Beyer

Title: SCADA Systems Analyst

Phone Number: (262) 953-3086



**A. Standards of Performance**

The standard of care for all Consultant services performed or furnished Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

**B. Designated Representatives**

With the execution of this Agreement, Consultant and Client shall designate specific individuals to act as Consultant's and Client's representatives with respect to the services to be performed or furnished by Consultant and duties and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

**C. Payments to Consultant**

Invoices will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to Client by Consultant monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice therefore, the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven days written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges. Consultant's standard hourly rates are subject to annual adjustment.

**D. Ownership and Reuse of Documents**

All documents and services prepared or furnished by Consultant pursuant to this Agreement are instruments of service, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse) whether or not the Project is completed. Consultant grants Client a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Client shall be at Client's sole risk; and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Client or by others acting through Client.

**E. Permits and Approvals**

It is the responsibility of the Client to obtain all necessary permits and approvals for the Project. Consultant will assist the Client in obtaining permits and approvals as mutually agreed to in writing.

**F. Opinions of Probable Cost**

Consultant's opinions of probable construction cost (if any) are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by Consultant. If Client requires greater assurance as to probable construction costs, then Client agrees to obtain an independent cost estimate.

**G. Client and Third Party Provided Information**

Consultant shall have the right to rely on the accuracy of any information provided by Client and third parties. Consultant will not review this information for accuracy.

**H. Access**

Client shall arrange for safe access to and make all provisions for Consultant and Consultant's subconsultants to enter upon public and private property as required for Consultant to perform services under this Agreement.

**I. Construction Observation**

Consultant will observe the work as agreed to for general compliance with the construction documents. Consultant shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any contractor. Consultant has no stop work authority. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Consultant.

**J. Environmental**

The parties acknowledge that Consultant's services do not include any services related to unknown or undisclosed Constituents of Concern. Consultant assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

#### K. Termination of Contract

1. Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
2. Client may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Client with 30 days written notice.
3. Consultant may terminate this Agreement for cause with 7 days written notice (a) if Consultant is requested to furnish or perform services contrary to Consultant's responsibilities as a licensed professional, (b) if Consultant's services are delayed or suspended for more than 90 days for reasons beyond Consultant's control, (c) if payment due Consultant remains unpaid for 90 days, or (d) as the result of the presence of undisclosed Constituents of Concern. Consultant will have no liability to Client on account of any termination by Consultant for cause.
4. In the event of any termination, Client shall pay to Consultant all amounts owing to Consultant under this Agreement, for all work performed up to the effective date of notice.

#### L. Insurance

Consultant will maintain insurance at a minimum in the amounts following. Insurance certificates will be provided if requested by Client.

- General Liability \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate
- Auto Liability \$1,000,000 Combined Single Limit
- Workers Compensation Statutory
- Employers Liability \$1,000,000 Each Accident / \$1,000,000 Each Employee / \$1,000,000 Policy Limit
- Umbrella \$1,000,000 Occurrence / Aggregate
- Professional Liability \$1,000,000 Per Claim / Aggregate

#### M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, and subconsultants in the performance of Consultant's services under this Agreement.
2. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, employees, and subconsultants from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement.
3. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, Consultant, and all other negligent entities and individuals.
4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Client and Consultant in paragraph N. "Limit of Liability," of this Agreement.

#### N. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Consultant or Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the total amount of \$1,000,000, or the Consultant's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

#### O. Consequential Damages

To the fullest extent permitted by law, Client and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, consultants and subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

#### P. Third Party Beneficiaries

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or the Consultant. Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder. Client agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

#### Q. Severability and Waiver of Provisions

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#### R. Hold Harmless

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Consultant's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### T. Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the right to terminate this Agreement in accordance with the Termination provision hereof.

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#### X. Dispute Resolution

Client and Consultant agree to negotiate all disputes between them in good faith for a period of 60 days from the date of notice, prior to invoking mediation. Subsequent to negotiation, Client and Consultant agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation. Client and Consultant agree to participate in the mediation process in good faith and on a confidential basis.

#### Y. Governing Law

This Agreement will be governed by the laws of the state in which the project is located.

#### Z. Definitions

1. Contractor - Any person or entity (not including the Consultant, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Client's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

2. Constituent of Concern – any substances, including without limitation asbestos, asbestos-containing materials, toxic or hazardous substances, PFASs, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable state, provincial or federal statutes), pollutants, viruses, bacteria or pathogens of any kind, or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

**END OF DOCUMENT**

Page 3 of 3 pages

**(Ruekert & Mielke, Inc. Standard Terms and Conditions)**

## **BUSINESS OF THE VILLAGE BOARD**

MEETING DATE: April 15, 2024

PLACEMENT: Action Item

ITEM TITLE: Award of contract to Foth Infrastructure for design and bid preparation services for well #2 and #7 generator replacements for an amount not to exceed \$118,000.00.

SUBMITTED BY: Paul Haugen, Water Superintendent

### SUMMARY EXPLANATION:

The Water Utility is requesting authorization to accept the proposal from Foth Engineering to prepare design, bid and recommendation documents for the replacement of well #2 and well #7 generators. These generators need to be replaced due to their age, useful service life and future reliability. Both generators are considered at end of life and the cost for current and future repairs is 1/3 of the cost of a new generator:

A 2023 inspection repair proposal on file for well #2 generator amounted to \$19,054.15. A 2022 inspection repair proposal on file for well #7 generator amounted to \$34,739.43

The generator on well #2 is 28 years old and was purchased used from the Sewer Utility. This generator is housed in an outbuilding whose exterior and floor are deteriorating. The generator at Well #7 is 30 years old.

- Well #2 design \$57,300.00-\$61,600.00
- Well #7 design \$52,600.00-56,400.00

### ATTACHMENT:

1. Well No 2 - Gen VFD Repl\_and Site Work\_Foth\_Germantown\_Eng Agreement\_03-07-2024
2. Well 7 Generator Comparison
3. Well No 7 - Gen Repl\_Site Work\_Foth\_Germantown\_Eng Agreement\_03-07-2024
4. Well 2 Generator Comparison

### RECOMMENDATION:

Staff recommends authorizing water utility staff to hire Foth Engineering for the design and bid services for the generator replacements for Wells 2 & 7 in the amounts of:

- Well #2-61,600.00
- Well #7-56,400.00

Funds to come from account #500000000-182130

### ACTION BY Committee:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and, by voting NAY, would deny the request if there was a majority vote.

**Project Title**  
**(the "Project"):** Well No. 2 Generator & VFD Replacement, and Site Work
**FOTH Project Number:** \_\_\_\_\_  
**CLIENT Project Number:** \_\_\_\_\_  
**(If applicable)**

This Agreement for Services (hereinafter "**Agreement**") is made and entered into this **7th** day of **March, 2024**, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "**Consultant**") and **Village of Germantown**, (hereinafter "**Client**"), for the services described under the Scope of Services (the "**Services**").

**CLIENT:** Village of Germantown – Water Utility  
**Address:** PO Box 337, N122W17177 Fond du Lac Ave., Germantown, WI 53022  
**Phone No:** 262-253-8254 **Email Address:** phaugen@germantownwi.gov

**Scope of Services:** Client hereby agrees to retain Consultant to perform the following Services:

### Kick-off and Design

- Project Kick-off meeting (on-site):
  - Foth/Owner/Grindeland.
  - Collect field measurements & data.
- Prepare specifications & plan sheets:
  - Site Work:
    - Demolition of existing generator building, contractor to dispose off site.
    - Removing existing generator, generator base (if applicable), and appendages directed connected to or associated with the generator.
      - Bid alternate (add/deduct) to be included for the contractor to take ownership/keep the existing generator; otherwise, generator to be turned over to the Owner with the contract documents requiring the contractor to pallet & deliver it to a specified storage location within the Village.
    - Evaluate condition of existing slab for potential reuse.
    - If not useable, design concrete slab/pad for new exterior diesel genset/fuel tank (integral unit)
      - Detail/specify a ladder/catwalk system around genset for easier maintenance.
    - Design minor site modifications to accommodate slab/pad (as needed).
    - Redo asphalt walk on south side of well house.
    - Site erosion control and restoration.
  - Existing building work (Exterior):
    - Caping/sealing any penetrations associated with the generator work.
    - Install new lighting fixtures on the south exterior of the well house.
  - Existing building work (Interior):
    - Caping/sealing any penetrations associated with the generator work
      - Any unused conduits to be cut off below the floor and filled with grout & leveled.
  - New Generator/Electrical/I&C
    - Generator sizing/selection & specification – Outdoor generator unit (to replace function of existing indoor unit) to be housed in a factory Level 2 Sound Attenuating enclosure. Genset will be designed to operate on natural gas as the existing genset does.
      - Natural Gas Service modifications (as needed).
    - New VFD and integration with existing controls.
    - New Automatic Transfer Switch
    - New Load Bank Connection Box
    - New feeders, associated generator controls, and minor lighting modifications.
    - Interior/exterior electrical demo & proposed drawings associated with generator work.
    - I&C updates/provisions for tying in the new generator.
    - Coordinate SCADA space/provisions with Dave Beyer (R&M SCADA).
    - Startup & Testing of new generator
- Conduct up to two (2) Teams (virtual) review meeting with Client.
- Provide engineers cost estimate and review with Client.
- Compile/prepare bid package.

Design notes:

Dave Beyer's (R&M SCADA) efforts will be billed directly to the Village and are not included in this agreement.

Beyond what is identified above, no other site work, building improvements, electrical/I&C/SCADA, HVAC, plumbing, or mechanical work is included.

#### **Permitting**

- Complete and submit required DNR permitting/approval items:
  - DNR Forms.
  - DNR Review Specifications & Plan sheets.
- Respond to and implement any DNR comments.

#### **Bidding**

- Advertise bidding documents & post on Quest CDN (eBid)
- Attend and facilitate a mandatory pre-bid meeting.
- Respond to any bidder questions.
- Prepare and issue up to one (1) Addendum.
- Review and tabulate bid results.
- Prepare recommendation of award letter for Owner.

#### **Items not included:**

- Dave Beyer (R&M SCADA) costs.

#### **\*Construction Administration & Closeout**

- ~~Preparation of Contract Documents and distribution to Contractor~~
- ~~Issue Notice to Proceed~~
- ~~Coordinate & Attend pre-construction meeting~~
- ~~Review of shop drawings~~
- ~~Issuing change orders (if needed)~~
- ~~Review pay applications~~
- ~~Site Inspection includes:~~
  - ~~On-site inspections (X-Foth site trips estimated)~~
- ~~Process final pay request and closeout documentation~~
- ~~Organize/provide O&M manuals on any new equipment:~~
- ~~Attend start-up~~
- ~~Coordinate Owner training (if needed)~~

\* Note: Items shown in gray-strikeout are not included in this Agreement. Foth will estimate and add those items via Addendum for approval by the Village.

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**Schedule:** Services shall be performed according to the following schedule:

Design and DNR submittal estimated between 10-12 weeks from receipt of this signed Agreement. Finalization of bid documents and bidding to follow DNR review/response/approval period.

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**Compensation:** In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☐ Lump-Sum in the amount of \$ \_\_\_\_\_.00

☐ Unit Cost/Time Charges (Standard Rates)

☐ Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ \_\_\_\_\_.00

☒ Other as stated here: Billed hourly per standard year rates, see Exhibit A. Estimated Level of Effort for the above scope:

Kick-Off and Design: \$49,000 – 52,500

Permitting: \$2,500 - 2,800

Bidding: \$5,800 - 6,300

\*~~Construction Administration & Closeout: \$ \_\_\_\_\_~~

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**Total Estimate thru Bidding (range): \$57,300 - 61,600**

Notes:

1. This estimated range will not be exceeded without the Client's pre-approval in writing.
2. If additional scope is requested and approved by the Client, these efforts will be estimated & billed per standard T&M rates.
3. \*Construction Administration/Inspection & Closeout efforts are not included. These efforts will be estimated and added by Addendum at the time of contractor award.

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**Special Conditions (if any):**

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The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

**CLIENT**

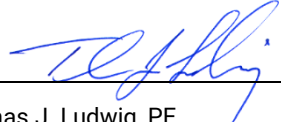
Signed: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSULTANT**

Signed: \_\_\_\_\_ 

Name (printed): Thomas J. Ludwig, PE

Title: State Operations Director

Date: March 7, 2024

Signed: \_\_\_\_\_ 

Name (printed): Dale R Broeckert, PE

Title: Client Team Leader

Date: March 7, 2024



## **AGREEMENT FOR SERVICES STANDARD TERMS AND CONDITIONS**

**1.0 Commencement of Services** - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

**1.1 Standard of Care** - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

**2.0 Client Responsibilities** - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants. Such data and information shall include but not be limited to the following:

- a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.
- b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.
- c. Legal counseling services necessary for the Project including legal review of the construction contract documents.
- d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

**2.1 Right of Entry** - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

**2.2 Client Authorized Representative** - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

### **3.0 Fees and Payment**

**3.1 Invoice Payment Due** - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

**3.2 Failure to Pay.** Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

**3.3 Interest on Late Payments** - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

**4.0 Insurance/Limitation of Consultant's Liability** - Consultant will maintain the following insurance coverages:

- a. Worker's compensation insurance pursuant to state law.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Professional liability insurance, if applicable, of \$1,000,000 per claim and in the aggregate.

**4.1 Liability Limits** - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement. Notwithstanding any language to the contrary, the total aggregate liability of Consultant, its employees, officers, directors, shareholders, agents, or sub-consultants, to all parties related to this agreement shall not exceed the greater of: (1) \$50,000.00, or (2) the amount of Consultant's fee for the Services on any individual work order issued under this Agreement that gives rise to a claim.

**4.2 Waiver of Subrogation** - Both parties hereby waive, and shall cause their respective insurers to waive, all rights of subrogation against the other party, their employees, officers, directors, shareholders, agents, or sub-consultants for damages caused by risks covered by insurance, except such rights as they may have to the proceeds of the insurance.

**5.0 Indemnification** - Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorney's fees and expenses, for third-party claims of bodily injury, sickness or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable, but only to the extent of the negligence. Nothing in this Section shall obligate Consultant to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct. Notwithstanding the forgoing, Consultant has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds the proportionate share of Consultant's finally determined percentage of liability as determined by a court of competent jurisdiction.

**6.0 Hazardous Materials** - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services,

Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

**7.0 Design Without Construction Phase Services** - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

**8.0 Documents- Ownership of Work Product and Proprietary Information** - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the Services and payment in full of all monies due to Consultant. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any electronic virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission. Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

**9.0 Injury to Workers on Project** Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant,. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

**10.0 Probable Construction Costs Opinions** - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

**11.0 Site Visits** - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct,

comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

**12.0 On-Site Observation** - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

**13.0 Termination or Abandonment** - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

**14.0 Jurisdiction** - This Agreement shall be governed by the laws of the State of the Project.

**15.0 Dispute Resolution** - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

**16.0 Waiver** - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

**17.0 Successors and Assigns** - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

**18.0 Severability** - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

**19.0 Force Majeure** - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from a Force Majeure condition. Each party will take reasonable steps to mitigate the impact of any force majeure. If Consultant is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Consultant is responsible, the Contract Time(s) for performance as well as the Contract Price shall be reasonably extended by Change Order. By way of example, events that will entitle Consultant to an extension of the Contract Time(s) include acts or omissions of Client or anyone under Client's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God (Force Majeure Condition). For clarity purposes, labor shortages or supply chain disruptions resultant from epidemic or pandemic events are specifically to be considered grounds constituting a Force Majeure Condition. Labor shortages and inefficiencies, delays, escalation, or cost impacts resulting from labor shortages or supply chain disruptions associated with such an event shall be considered grounds for a Force Majeure Condition event and shall afford Consultant the opportunity for schedule and cost relief associated with such an event.

**20.0 Entire Agreement** - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

## **Exhibit A**

### **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2024 HOURLY RATE SCHEDULE**

| <b><u>CLASSIFICATION</u></b> | <b><u>HOURLY RATE</u></b> |
|------------------------------|---------------------------|
| Principal                    | \$248 - \$259             |
| Project Manager              | \$190 - \$248             |
| Project Engineer             | \$159 - \$248             |
| Staff Engineer               | \$131 - \$162             |
| Planner                      | \$131 - \$214             |
| Project Scientist            | \$131 - \$173             |
| Technician                   | \$88 - \$181              |
| Construction Manager         | \$137 - \$188             |
| Land Surveyor                | \$150 - \$212             |
| Project Administrator        | \$85 - \$106              |
| Administrative Assistant     | \$64                      |

#### **REIMBURSABLE EXPENSES**

1. All equipment, field service vehicles, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%. No charges for outside services will be undergone or charged without the Client's pre-approval in writing.

#### **ADJUSTMENTS TO FEE SCHEDULE**

1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1.

**WELL 7 Comparison**

| <b><u>Feature</u></b>       | <b><u>Cummins</u></b> | <b><u>Kohler</u></b>   | <b><u>Notes</u></b>                                                                                                                             |
|-----------------------------|-----------------------|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| Price                       | \$ 97,578.00          | \$ 101,597.00          | Kohler price appears \$4,019 more, but when freight, Microgenius, permitting, possible 2024 increase added they will be approx \$10,000 higher. |
| Freight                     | Included              | <b><i>Excluded</i></b> |                                                                                                                                                 |
| Warranty                    | 2-yr                  | 2-yr                   |                                                                                                                                                 |
| ATS                         | N/A                   | N/A                    | Re-use existing                                                                                                                                 |
| Battery Charger             | MicroGenius           | <b><i>Generic</i></b>  |                                                                                                                                                 |
| Remote Estop                | Included              | Included               |                                                                                                                                                 |
| Startup and Test            | Included              | Included               |                                                                                                                                                 |
| Alternator sKVA             | 1372                  | 1750                   | Kohler offered added for larger set that meets specified 1372.                                                                                  |
| Alternator Temperature Rise | 80c                   | 130C                   | Kohler will run hotter. Recommended rating is 105C rise for VFDs.                                                                               |
| Permitting                  | Included              | <b><i>Excluded</i></b> | Cummins including diesel fuel inspection and permitting.                                                                                        |
| Tank Capacity               | 660                   | <b>555</b>             | Kohler quoted smaller tank than requested.                                                                                                      |
| Lead-Time                   | 47 weeks              | 51 to 53 weeks         |                                                                                                                                                 |

**NOTES:**  
Kohler increased price by \$7,426 on Well 12 when freight included, Microgenius charger included, and 5" muffler corrections were made.  
The muffler size is not an issue on their Well 7 quote, but if freight cost and MicroGenius charger and permitting changes are made they will be more than \$10k higher than Cummins.  
Kohler quote notes that they may have a price increase for 2024. Cummins included the annual increase in their quote.

**Recommendation:**  
Cummins model saves approximately \$10k, larger fuel tank, shorter lead-time, better alternator temperature rise, and physically smaller.  
I'd recommend Cummins for this site.

**Project Title**  
**(the "Project"):** Well No. 7 Generator Replacement, and Site Work

**FOTH Project Number:** \_\_\_\_\_  
**CLIENT Project Number:** \_\_\_\_\_  
**(If applicable)**

This Agreement for Services (hereinafter "Agreement") is made and entered into this 7th day of March, 2024, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **Village of Germantown**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

**CLIENT:** Village of Germantown – Water Utility  
**Address:** PO Box 337, N122W17177 Fond du Lac Ave., Germantown, WI 53022  
**Phone No:** 262-253-8254 **Email Address:** phaugen@germantownwi.gov

**Scope of Services:** Client hereby agrees to retain Consultant to perform the following Services:

### **Kick-off and Design**

- Project Kick-off meeting (on-site):
  - Foth/Owner/Grindeland.
  - Collect field measurements & data.
- Prepare specifications & plan sheets:
  - Site Work:
    - Design concrete slab/pad for new exterior diesel genset/fuel tank (integral unit)
      - Detail/specify a ladder/catwalk system around genset for easier maintenance.
    - Design minor site modifications to accommodate slab/pad
    - Site erosion control and restoration.
  - Existing building work (Exterior):
    - Caping/sealing any penetrations associated with the generator work.
    - Removal of existing air intake/exhaust mechanicals.
    - Selecting/specifying brick work & CMU wall detail to match existing where existing intake/exhaust mechanicals were. Plywood specified to be used as a temporary closure when waiting for brick work to be complete, no openings allowed overnight.
  - Existing building work (Interior):
    - Removing existing generator, generator base (if applicable), and appendages directed connected to or associated with the generator.
      - Bid alternate (add/deduct) to be included for the contractor to take ownership/keep the existing generator; otherwise, generator to be turned over to the Owner with the contract documents requiring the contractor to pallet & deliver it to a specified storage location within the Village.
    - Caping/sealing any penetrations associated with the generator work
      - Any unused conduits to be cut off below the floor and filled with grout & leveled.
  - New Generator/Electrical/I&C
    - Generator sizing/selection & specification – Outdoor generator unit (to replace function of existing indoor unit) to be housed in a factory Level 2 Sound Attenuating enclosure w/sub-base diesel fuel tank.
    - New feeders, associated generator controls, and minor lighting modifications.
    - Interior/exterior electrical demo & proposed drawings associated with generator work.
    - I&C updates/provisions for tying in the new generator.
    - Coordinate SCADA space/provisions with Dave Beyer (R&M SCADA).
    - Startup & Testing of new generator
- Conduct up to two (2) Teams (virtual) review meeting with Client.
- Provide engineers cost estimate and review with Client.
- Compile/prepare bid package.

### **Design notes:**

Dave Beyer's (R&M SCADA) efforts will be billed directly to the Village and are not included in this agreement. Beyond what is identified above, no other site work, building improvements, electrical/I&C/SCADA, HVAC, plumbing, or mechanical work is included.



### **Permitting**

- Complete and submit required DNR permitting/approval items:
  - DNR Forms.
  - DNR Review Specifications & Plan sheets.
- Respond to and implement any DNR comments.

### **Bidding**

- Advertise bidding documents & post on Quest CDN (eBid)
- Attend and facilitate a mandatory pre-bid meeting.
- Respond to any bidder questions.
- Prepare and issue up to one (1) Addendum.
- Review and tabulate bid results.
- Prepare recommendation of award letter for Owner.

### **Items not included:**

- Dave Beyer (R&M SCADA) costs.

### **~~\*Construction Administration & Closeout~~**

- ~~• Preparation of Contract Documents and distribution to Contractor~~
- ~~• Issue Notice to Proceed~~
- ~~• Coordinate & Attend pre-construction meeting~~
- ~~• Review of shop drawings~~
- ~~• Issuing change orders (if needed)~~
- ~~• Review pay applications~~
- ~~• Site Inspection includes:~~
  - ~~◦ On-site inspections (X Foth site trips estimated)~~
- ~~• Process final pay request and closeout documentation~~
- ~~• Organize/provide O&M manuals on any new equipment~~
- ~~• Attend start-up~~
- ~~• Coordinate Owner training (if needed)~~

\* Note: Items shown in gray-strikeout are not included in this Agreement. Foth will estimate and add those items via Addendum to be approved by the Village.

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**Schedule:** Services shall be performed according to the following schedule:

Design and DNR submittal estimated between 8-12 weeks from receipt of this signed Agreement. Finalization of bid documents and bidding to promptly follow DNR review/response/approval period.

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**Compensation:** In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☐ Lump-Sum in the amount of \$ .00

☐ Unit Cost/Time Charges (Standard Rates)

☐ Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ \_\_\_\_\_.00

☒ Other as stated here: Billed hourly per standard year rates, see Exhibit A. Estimated Level of Effort for the above scope:

Kick-Off and Design: \$44,000 - 46,800

Permitting: \$2,800 - 3,300

Bidding: \$5,800 - 6,300

~~\*Construction Administration & Closeout: \$ \_\_\_\_\_~~

---

**Total Estimate thru Bidding (range): \$52,600 - 56,400**

### Notes:

1. This estimated range will not be exceeded without the Client's pre-approval in writing.
2. If additional scope is requested and approved by the Client, these efforts will be estimated & billed per standard T&M rates.

3. \*Construction Administration/Inspection & Closeout efforts are not included. These efforts will be estimated and added by Addendum at the time of contractor award.

**Special Conditions (if any):**

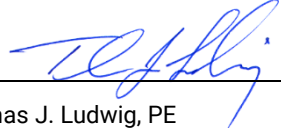
The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

**CLIENT**

Signed: \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONSULTANT**

Signed:   
Name (printed): Thomas J. Ludwig, PE  
Title: State Operations Director  
Date: March 7, 2024

Signed:   
Name (printed): Dale R Broeckert, PE  
Title: Client Team Leader  
Date: March 7, 2024

## **AGREEMENT FOR SERVICES STANDARD TERMS AND CONDITIONS**

**1.0 Commencement of Services** - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

**1.1 Standard of Care** - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

**2.0 Client Responsibilities** - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants. Such data and information shall include but not be limited to the following:

- a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.
- b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.
- c. Legal counseling services necessary for the Project including legal review of the construction contract documents.
- d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

**2.1 Right of Entry** - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

**2.2 Client Authorized Representative** - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

### **3.0 Fees and Payment**

**3.1 Invoice Payment Due** - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

**3.2 Failure to Pay.** Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

**3.3 Interest on Late Payments** - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

**4.0 Insurance/Limitation of Consultant's Liability** - Consultant will maintain the following insurance coverages:

- a. Worker's compensation insurance pursuant to state law.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Professional liability insurance, if applicable, of \$1,000,000 per claim and in the aggregate.

**4.1 Liability Limits** - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement. Notwithstanding any language to the contrary, the total aggregate liability of Consultant, its employees, officers, directors, shareholders, agents, or sub-consultants, to all parties related to this agreement shall not exceed the greater of: (1) \$50,000.00, or (2) the amount of Consultant's fee for the Services on any individual work order issued under this Agreement that gives rise to a claim.

**4.2 Waiver of Subrogation** - Both parties hereby waive, and shall cause their respective insurers to waive, all rights of subrogation against the other party, their employees, officers, directors, shareholders, agents, or sub-consultants for damages caused by risks covered by insurance, except such rights as they may have to the proceeds of the insurance.

**5.0 Indemnification** - Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorney's fees and expenses, for third-party claims of bodily injury, sickness or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable, but only to the extent of the negligence. Nothing in this Section shall obligate Consultant to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct. Notwithstanding the forgoing, Consultant has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds the proportionate share of Consultant's finally determined percentage of liability as determined by a court of competent jurisdiction.

**6.0 Hazardous Materials** - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services,

Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

**7.0 Design Without Construction Phase Services** - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

**8.0 Documents- Ownership of Work Product and Proprietary Information** - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the Services and payment in full of all monies due to Consultant. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any electronic virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission. Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

**9.0 Injury to Workers on Project** Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant,. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

**10.0 Probable Construction Costs Opinions** - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

**11.0 Site Visits** - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct,

comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

**12.0 On-Site Observation** - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

**13.0 Termination or Abandonment** - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

**14.0 Jurisdiction** - This Agreement shall be governed by the laws of the State of the Project.

**15.0 Dispute Resolution** - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

**16.0 Waiver** - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

**17.0 Successors and Assigns** - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

**18.0 Severability** - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

**19.0 Force Majeure** - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from a Force Majeure condition. Each party will take reasonable steps to mitigate the impact of any force majeure. If Consultant is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Consultant is responsible, the Contract Time(s) for performance as well as the Contract Price shall be reasonably extended by Change Order. By way of example, events that will entitle Consultant to an extension of the Contract Time(s) include acts or omissions of Client or anyone under Client's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God (Force Majeure Condition). For clarity purposes, labor shortages or supply chain disruptions resultant from epidemic or pandemic events are specifically to be considered grounds constituting a Force Majeure Condition. Labor shortages and inefficiencies, delays, escalation, or cost impacts resulting from labor shortages or supply chain disruptions associated with such an event shall be considered grounds for a Force Majeure Condition event and shall afford Consultant the opportunity for schedule and cost relief associated with such an event.

**20.0 Entire Agreement** - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

## **Exhibit A**

### **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2024 HOURLY RATE SCHEDULE**

| <b><u>CLASSIFICATION</u></b> | <b><u>HOURLY RATE</u></b> |
|------------------------------|---------------------------|
| Principal                    | \$248 - \$259             |
| Project Manager              | \$190 - \$248             |
| Project Engineer             | \$159 - \$248             |
| Staff Engineer               | \$131 - \$162             |
| Planner                      | \$131 - \$214             |
| Project Scientist            | \$131 - \$173             |
| Technician                   | \$88 - \$181              |
| Construction Manager         | \$137 - \$188             |
| Land Surveyor                | \$150 - \$212             |
| Project Administrator        | \$85 - \$106              |
| Administrative Assistant     | \$64                      |

#### **REIMBURSABLE EXPENSES**

1. All equipment, field service vehicles, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%. No charges for outside services will be undergone or charged without the Client's pre-approval in writing.

#### **ADJUSTMENTS TO FEE SCHEDULE**

1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1.



**WELL 2 Comparison**

| <b><u>Feature</u></b>       | <b><u>Cummins</u></b> | <b><u>Kohler</u></b>   | <b><u>Notes</u></b>                                                                                                                  |
|-----------------------------|-----------------------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Price                       | \$ 50,651.26          | \$ 66,856.00           | Kohler price appears \$16,205 more, but when freight, Microgenius, possible 2024 increase added they will be approx \$20,000 higher. |
| Freight                     | Included              | <b><i>Excluded</i></b> |                                                                                                                                      |
| Warranty                    | 2-yr gen/1 ATS        | 2-yr gen/              |                                                                                                                                      |
| ATS                         | OTEC                  | ASCO                   |                                                                                                                                      |
| Battery Charger             | MicroGenius           | <b><i>Generic</i></b>  | 400Amp                                                                                                                               |
| Remote Estop                | Included              | Included               |                                                                                                                                      |
| Startup and Test            | Included              | Included               |                                                                                                                                      |
| Alternator sKVA             | 791                   | 960                    | Kohler offered deduct for set with 540 sKVA in lieu of specified 791.                                                                |
| Alternator Temperature Rise | 120C                  | 130C                   | Kohler will run hotter. Recommended rating is 105C rise for VFDs.                                                                    |
| Gas Regulator               | Excluded              | Excluded               |                                                                                                                                      |
| Lead-Time                   | 33 weeks              | 35 to 40 weeks         |                                                                                                                                      |

**NOTES:**  
Kohler increased price by \$7,426 on Well 12 when freight included, Microgenius charger included, and 5" muffler corrections were made  
The muffler size is not an issue on their Well 2 quote, but if freight cost and MicroGenius charger changes are made they will be more than \$20k higher than Cummins  
Kohler quote notes that they may have a price increase for 2024. Cummins included the annual increase in their quote

**Recommendation:**  
Cummins model saves approximately \$20k, shorter lead-time, better alternator temperature rise.  
I'd recommend Cummins for this site.

## **BUSINESS OF THE VILLAGE BOARD**

MEETING DATE: April 15, 2024

PLACEMENT: Action Item

ITEM TITLE: Blanket Purchase Order up to \$30,000 with Metron-Farnier of Bolder, CO for New water meters, ongoing replacements, cell heads and purchase of commercial water meters

SUBMITTED BY: Paul Haugen, Water Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization to have an ongoing PO not to exceed \$30,000 to Metron-Farnier from Boulder, CO for new water meters, ongoing replacements, cell heads and the purchase of commercial water meters.

ATTACHMENT:

RECOMMENDATION:

Staff recommends authorization to purchase necessary meter replacement items as needed throughout the 2024-meter installation season. Not to exceed 30,000.00. Funds to be taken from Capital budget Acct #50000000-182310

ACTION BY Committee:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and, by voting NAY, would deny the request if there was a majority vote.

## **BUSINESS OF THE VILLAGE BOARD**

MEETING DATE: April 15, 2024

PLACEMENT: Action Item

ITEM TITLE: Award Contract for 2024 Sealcoating Program to Fahrner Asphalt Sealers LLC of Waunakee, WI in the amount of \$249,470.40.

SUBMITTED BY: Kevin Driscoll, Village Engineer

### SUMMARY EXPLANATION:

The 2024 Seal Coating Program was advertised for bids which were received and read on March 28, 2024. One (1) bidder responded to the advertisement all with qualified and accepted bids.

The bids received was from Fahrner Asphalt Sealers, LLC in the amount of \$249,470.40.

The approved seal coating budget is \$250,000, and staff included additive bid items to potentially maximize the amount of work, contingent on the bid pricing. Staff have reviewed the bids and recommends the contract base bid in the amount of \$219,110.40 plus Alternate 4 in the amount of \$30,360.00 be awarded to Fahrner Asphalt Sealers, LLC.

### ATTACHMENT:

1. Exhibit A - Bid Item Details

### RECOMMENDATION:

Staff recommends awarding the contract to Fahrner Asphalt Sealers, LLC of Waunakee, WI in the amount of \$249,898.85.

### ACTION BY Committee:

A motion to support authorize staff and a vote "Aye" is in the affirmative to support the contract award.

3/28/2024

2024 Sealcoating Program (#9014473)

Owner: Germantown, Village of

Solicitor: Germantown, Village of

03/28/2024 11:00 AM CDT

| Section Title                                | Line Item | Item Code | Item Description | UofM | Quantity | Engineer Estimate |           | Fahrner Asphalt Sealers, LLC |              |
|----------------------------------------------|-----------|-----------|------------------|------|----------|-------------------|-----------|------------------------------|--------------|
|                                              |           |           |                  |      |          | Unit Price        | Extension | Unit Price                   | Extension    |
| Hawthorne Meadows 1+2                        | 1         | 1         | GSB-88           | SY   | 33600    |                   |           | \$1.27                       | \$42,672.00  |
| Mayflower                                    | 2         | 2         | GSB-88           | SY   | 3800     |                   |           | \$1.27                       | \$4,826.00   |
| N. Park Ave                                  | 3         | 3         | GSB-88           | SY   | 5800     |                   |           | \$1.27                       | \$7,366.00   |
| Old Farm Annex 1                             | 4         | 4         | GSB-88           | SY   | 7200     |                   |           | \$1.27                       | \$9,144.00   |
| Woodland Manor                               | 5         | 5         | GSB-88           | SY   | 13520    |                   |           | \$1.27                       | \$17,170.40  |
| River Lane                                   | 6         | 6         | Flex Patch       | LF   | 2500     |                   |           | \$6.50                       | \$16,250.00  |
| River Lane                                   | 7         | 7         | Micro Surface    | SY   | 29300    |                   |           | \$2.97                       | \$87,021.00  |
| Lilac Rd                                     | 8         | 8         | Chip Seal        | SY   | 13700    |                   |           | \$2.53                       | \$34,661.00  |
| Base Bid Total:                              |           |           |                  |      |          |                   |           |                              | \$219,110.40 |
| ALTERNATE 1 - Old Farm Subdivision           | 9         | 9         | GSB-88           | SY   | 30500    |                   |           | \$1.27                       | \$38,735.00  |
| ALTERNATE 2 - Colonial Dr - South of Concord | 10        | 10        | GSB-88           | SY   | 3200     |                   |           | \$1.27                       | \$4,064.00   |
| ALTERNATE 3 - High Park Add. 1               | 11        | 11        | Micro Surface    | SY   | 10750    |                   |           | \$2.97                       | \$31,927.50  |
| ALTERNATE 4 - Holy Hill Rd - 145 to Division | 12        | 12        | Chip Seal        | SY   | 12000    |                   |           | \$2.53                       | \$30,360.00  |
|                                              |           |           |                  |      |          |                   |           |                              | \$249,470.40 |

## **BUSINESS OF THE VILLAGE BOARD**

MEETING DATE: April 15, 2024

PLACEMENT: Action Item

ITEM TITLE: Award Contract for WDNR WDPES Permit Education and Outreach Services to Southeastern Wisconsin Watersheds Trust in the amount of \$18,000

SUBMITTED BY: Kevin Driscoll, Village Engineer

### SUMMARY EXPLANATION:

As part of the Wisconsin Department of Natural Resource's five-year permit cycle for the Wisconsin Pollution Discharge Elimination System (WDPES) Municipal Separated Storm Sewer System (MS4) permit, the Village is required to implement various storm water management aspects including Education and Outreach.

In the 2024 budget, storm water management fees were included to cover the costs of continuing Education and Outreach by the Southeastern Wisconsin Watersheds Trust (SWWT). The SWWT has successfully completed education and outreach for the Village in previous years, as required for the WDNR permit. This request for approval is a continuation of previous efforts, and to complete the current five year permit cycle (2020-2024) in Germantown.

The Southeastern Wisconsin Watersheds Trust (SWWT) also provides Education and outreach to other municipalities in the Milwaukee River TMDL Area, that includes municipalities in Waukesha County, Washington County, Sheboygan County, Ozaukee and Milwaukee Counties. A link to the SWWT Website and outreach materials are enclosed as Exhibits.

Staff plans to evaluate the Village's approach for education and outreach, and other storm water services, for the next five-year permit cycle, and discuss with the Public Works and Highways Committee.

### ATTACHMENT:

1. Ex A - 2024 MS4 Programs\_Scope
2. Ex B - 2024 MS4 Programs\_Invoice
3. Ex C - Presentation

### RECOMMENDATION:

Approve a Contract with the Southeastern Wisconsin Watersheds Trust (SWWT) of Milwaukee, WI in the amount of \$18,000 for Education and Outreach services in 2024 to adhere with the Wisconsin Department of Natural Resource (WDNR) and Wisconsin Pollution Discharge Elimination System (WDPES) Municipal Separated Storm Sewer System (MS4) permit requirements against account 10561000-541800.

### ACTION BY Committee:

Approve a Contract with the Southeastern Wisconsin Watersheds Trust (SWWT) of Milwaukee, WI in the amount of \$18,000 for Education and Outreach services in 2024 to adhere with the Wisconsin Department of Natural Resource (WDNR) and Wisconsin Pollution Discharge Elimination System (WDPES) Municipal Separated Storm Sewer System (MS4) permit requirements against account 10561000-541800.

## 2024 Respect Our Waters + Adopt Your Drain Scope of Work

In 2024, the Respect Our Waters and Adopt Your Drain programs shall:

- Identify targeted pollutants of concern, the targeted audience, the delivery mechanism and the entity responsible for implementation (*II.A.1.*)
- Address at least three of the required topics included in the permit (*II.A.2.+3.*), including:
  - Illicit Discharge Detection and Elimination (IDDE) (*II.A.3.1.*)
  - Household Hazardous Waste Disposal/ Pet Waste Management/ Vehicle Washing (*II.A.3.2.*)
  - Yard Waste Management/Pesticide and Fertilizer Application (*II.A.3.3.*)
  - Residential Infiltration (*II.A.3.5.*)
  - Pollution Prevention (*II.A.3.7.*)
  - Green Infrastructure/Low Impact Development (GI/LID) (*II.A.3.8.*)
  - Snow and Ice Control (*II.A.3.9.*)
- Provide a mechanism to track and report the results of this cooperative program (*II.A.*)

In addition to these services, Sweet Water will perform planning and reporting services as required for the MS4 permits. For all topics and services, the targeted pollutants of the 2024 campaign are chemicals and chlorides. However other pollutants will be educated upon as appropriate. For more information about the mechanisms used by the program, target audience, target pollutants, and the municipal role in implementation, please see below or contact a Sweet Water representative.

---

### Service Descriptions

#### **Service 1: Public Service Announcements**

**Audience:** *Residents*

**Permit Education Topics Addressed:** *Residential Infiltration and/or Snow and Ice Control*

**Description:** *Sweet Water will manage a campaign using direct mailing, streaming, broadcasting, or other strategies to direct messages about the identified topics to the identified target audiences.*

**Municipal Role:** *None.*

**Measurable Goal Tracking:** *Sweet Water will track linked web page views, the number of drains adopted during or after the campaign (exact metric and timeframe will depend on the type of public service announcement), and other metrics as applicable to the type of public service announcement.*

#### **Service 2: Watershed Wednesday Social Media Post + Advertisement Campaign**

**Audience:** *Residents*

**Permit Education Topics Addressed:** *IDDE; Household Hazardous Waste Disposal/ Pet Waste Management/ Vehicle Washing; Yard Waste Management/Pesticide and Fertilizer Application; Residential Infiltration*

**Description:** *Sweet Water will manage a social media campaign that is developed for and delivered through Respect Our Waters social media platforms. This campaign will direct posts and advertisements about the identified topics to the identified target audiences.*

**Municipal Role:** *Share social media posts when alerted by Sweet Water.*

**Measurable Goal Tracking:** *Sweet Water will track social media interactions, linked web page views, and adopted drains within 72 hours of posting.*

### **Service 3: In-Person Activities**

**Audience:** *Residents*

**Permit Education Topics Addressed:** *IDDE; Household Hazardous Waste Disposal/ Pet Waste Management/ Vehicle Washing; Yard Waste Management/Pesticide and Fertilizer Application; Residential Infiltration*

**Description:** *Sweet Water will:*

- *develop and provide promotional, educational, and tabling tools for partners and community organizations to use at community events;*
- *attend a limited number of tabling events at the request of partners; and*
- *facilitate at least one Adopt Your Drain event per community over the permit term.*

**Municipal Role:** *Request Sweet Water materials and/or Sweet Water staff attendance at events within the community.*

**Measurable Goal Tracking:** *Sweet Water will track i) materials given away at each event (and storm drains stenciled if applicable) ii) the number of drains adopted in the MS4 during and after each event, iii) the number of residents impacted and iv) what permit topics were discussed.*

### **Service 4: Respect Our Waters Website + Topic Web Pages**

**Audience:** *Residents, Appropriate Businesses*

**Permit Education Topics Addressed:** *Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing; Pollution Prevention; Snow and Ice Control*

**Description:** *Sweet Water will develop and/or maintain:*

- *pages on the Respect Our Waters website that cover each priority topic; and*
- *a guide that explains how the Respect Our Waters website can be used in partner outreach.*

**Municipal Role:** *Use the website guide and link to recommended pages on the municipal website.*

**Measurable Goal Tracking:** *Sweet Water will track the total number of web page views each year.*

### **Service 5: MS4 Portal + Print/Promotional Materials**

**Audience:** *Residents, Appropriate Businesses, Developers + Designers*

**Permit Education Topics Addressed:** *IDDE; Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing; Yard Waste Management/Pesticide and Fertilizer Application; Residential Infiltration; Pollution Prevention; GI/LID; Snow and Ice Control*

**Description:** *Sweet Water will develop and send partners Sweet Water's MS4 Education Portal in 2024. Monthly updates will be made containing resources to use in municipal outreach. By the end of the year, materials and messaging will be developed for each target audience and permit topic.*

**Municipal Role:** *Follow instructions within the Sweet Water MS4 Education portal to add content to municipal newsletters, websites, social media posts, and/or other mechanisms as appropriate.*

**Measurable Goal Tracking:** *Tracking educational activities is built into the education portal. Sweet Water will keep track of metrics reported and track web page views and drain adoptions as appropriate.*

### **Service 6: Adopt Your Drain Ongoing Engagement**



**Audience:** *Residents, Neighborhood Groups, Businesses*

**Permit Education Topics Addressed:** *IDDE; Residential Infiltration*

**Description:** *Sweet Water will continuously engage with Adopt Your Drain volunteers through the Adopt Your Drain dashboard, volunteer newsletter, volunteer reminder system, and newly developed Instagram.*

**Municipal Role:** *Send Sweet Water GIS or other locational data for storm drains, ditches, and swales. Help promote and raise awareness of this program by sharing media.*

**Measurable Goal Tracking:** *Sweet Water will monitor drain adoptions, reported activity, and other ongoing volunteer activities.*

## 2024 Technical Education Program Scope of Work

The Technical Education Program shall create resources and opportunities to meet or support the implementation of the following permit requirements. The Program may not create resources and opportunities to meet all of the following permit requirements within 2024 as this program takes a multi-year approach; requirements will be prioritized based on the input of MS4 partners, WDNR representatives, and other knowledgeable stakeholders.

- Implement an education and outreach program designed to achieve measurable goals based upon target audiences, specific storm water quality issues in the community, or identified pollutants of concern (*II.B.2*)
- Provide opportunities for the public to effectively participate in the development, implementation, and modification of the permittee's storm water management program upon request. (*II.C.*)<sup>1</sup>
- Provide training resources for staff responsible for implementation of the IDDE program at least once per permit term (*II.D.5.*)
- Provide training resources for municipal staff and other personnel on the Permittee's salt strategy every other year (*II.G.1.c.*)
- Provide training resources for appropriate municipal staff and other personnel involved in implementing pollution prevention programs (*II.G.6.*)

In addition to all services described below, Sweet Water will perform planning and reporting services as required for partners to be compliant with MS4 permits. For more information about any of these services, and partner roles associated with each service, contact any Sweet Water representative.

---

<sup>1</sup> Please note that Sweet Water can not receive or consider public comments on permit activities. Sweet Water's services would assist the MS4 in the implementation of certain mechanisms to *effectively* receive comments. See Service 3 for more details.

## Service Descriptions

### Service 1: Individual Public Education Activity

**Permit Section:** II.B.1 + II.B.2

**Description:** Sweet Water will plan and facilitate the implementation of an activity to meet individual public education needs before applicable permit deadlines. Specific activities will include:

- *Evaluation of stormwater needs via survey or other appropriate method (II.B.1.a) (Completed in 2020)*
- *Submission of the list of prioritized needs and include rationale (II.B.1.b) (Completed in 2021)*
- *Provision of education and outreach within the MS4 boundary for at least one prioritized education topic identified in Section II. B. 1. (II.B.2.a)*
- *Development of metrics that will be used for measuring progress after the event (II.B.2.b)*
- *Submission as part of the permit application a summary of the results of the education efforts and planned targeted education for the next permit term (Due ). (II.B.2.c)*

**Municipal Role:** Participate in community stormwater education needs assessment. Provide input on plan to meet needs and assist in promotion and implementation of activity as appropriate. Serve as contact for Sweet Water throughout the duration of the activity, provide requested documentation to assist with metrics.

**Measurable Goal Tracking:** Dependent on activity.

**Note:** Activities to meet this requirement will take place over a multi-year period.

### Service 2: Clean Rivers, Clean Lake Conference + Quarterly Meetings

**Potential Relevant Permit Sections:** II.A.3.1-II.A.3.9.; II.C.; II.D.5; II.G.1.c.; II.G.6.

**Description:** Sweet Water will coordinate quarterly meetings and an annual conference (which will take the place of one quarterly meeting) in which MS4 partners can discuss permit activities and receive training on select permit requirements.

**Municipal Role:** Attend the conference and quarterly meetings. Provide input to ensure that priority topics are developed. Participate in surveys and other mechanisms to achieve measurable goals of the program. Lead municipal-specific components of training activities as appropriate.

**Measurable Goal Tracking:** Sweet Water will develop surveys, quizzes, and other mechanisms as appropriate to measuring the accomplishments of these events.

### Service 3: MS4 One-Stop-Shop

**Potential Relevant Permit Section:** II.A.3.1-II.A.3.9.; II.C.; II.D.5; II.G.1.c.; II.G.6.

**Description:** Sweet Water will develop customized MS4 staff training materials and materials to support public involvement activities and make them available on the Sweet Water website. While Sweet Water has a variety of topics covered, additional resources can be developed in conjunction with the MS4 upon request.

**Municipal Role:** Use MS4 staff training materials and/or request new materials if needed. Request Sweet Water's support at training and/or public involvement events.

**Measurable Goal Tracking:** Sweet Water will develop surveys, quizzes, and other mechanisms as appropriate to measuring the accomplishments of these activities when required.

## **Agreement between Southeastern Wisconsin Watersheds Trust, Inc. (Sweet Water) and the Village of Germantown for Contracted Services**

The Village of Germantown and Southeastern Wisconsin Watersheds Trust, Inc. agree to the terms laid out in the Scope of Work provided. The Village of Germantown shall pay Southeastern Wisconsin Watersheds Trust, Inc. a sum of \$18,000. The Village of Germantown shall pay Southeastern Wisconsin Watersheds Trust, Inc. within 45 calendar days after receiving the invoice. If the statement amount is disputed, the Village of Germantown may withhold payment and will provide a statement as to the reason(s) for withholding payment.

|                            |                 |
|----------------------------|-----------------|
| <i>Respect Our Waters</i>  | <i>\$4,100</i>  |
| <i>Technical Education</i> | <i>\$12,000</i> |
| <i>Adopt Your Drain</i>    | <i>\$1,900</i>  |
| <b>Total 2024</b>          | <b>\$18,000</b> |

Southeastern Wisconsin Watersheds Trust, Inc. agrees to protect and hold the Village of Germantown harmless against all actions, claims and demands of any kind or character whatsoever which may in any way be caused by or result from the intentional or negligent acts of Southeastern Wisconsin Watersheds Trust, Inc., its agents, its employees, its volunteers, or its subcontractors related to the performance of its contract or be caused or result from any violation of any law or administrative regulation, and shall indemnify or refund to the Village of Germantown all sums including court costs, attorney fees and punitive damages which the Village of Germantown may be obliged or adjudged to pay on any such claims or demands within thirty (30) days of the date of the Village of Germantown's written demand for indemnification or refund.

Name:

---

Title:

---

Date:

---

Signature:

---

Name: **Jacob Fincher**

---

Title: Executive Director - Southeastern Wisconsin Watershed Trust, Inc.

---

Date:

---

Signature:

---



**Southeastern Wisconsin Watersheds Trust, Inc.**  
600 E Greenfield Ave  
Milwaukee, WI 53204  
+1 2627162211  
<http://www.swwtwater.org>

**Invoice 1692**

**BILL TO**

Attn: Engineering Dept  
Village of Germantown  
N112 W17001 Mequon Rd  
PO Box 337  
Germantown, WI 53022

DATE  
02/06/2024

PLEASE PAY  
**\$18,000.00**

DUE DATE  
03/07/2024

| ITEM DESCRIPTION                                                  | QTY | RATE      | AMOUNT    |
|-------------------------------------------------------------------|-----|-----------|-----------|
| 2024 Respect Our Waters: General Education MS4 Permit Program     | 1   | 4,100.00  | 4,100.00  |
| 2024 Adopt Your Drain: Involvement Campaign                       | 1   | 1,900.00  | 1,900.00  |
| 2024 Technical Education: Individual Education MS4 Permit Program | 1   | 12,000.00 | 12,000.00 |

**TOTAL DUE**

**\$18,000.00**

THANK YOU.

## Outline

- Stormwater Requirements
- Background
- Our Programs
- Next Steps



1



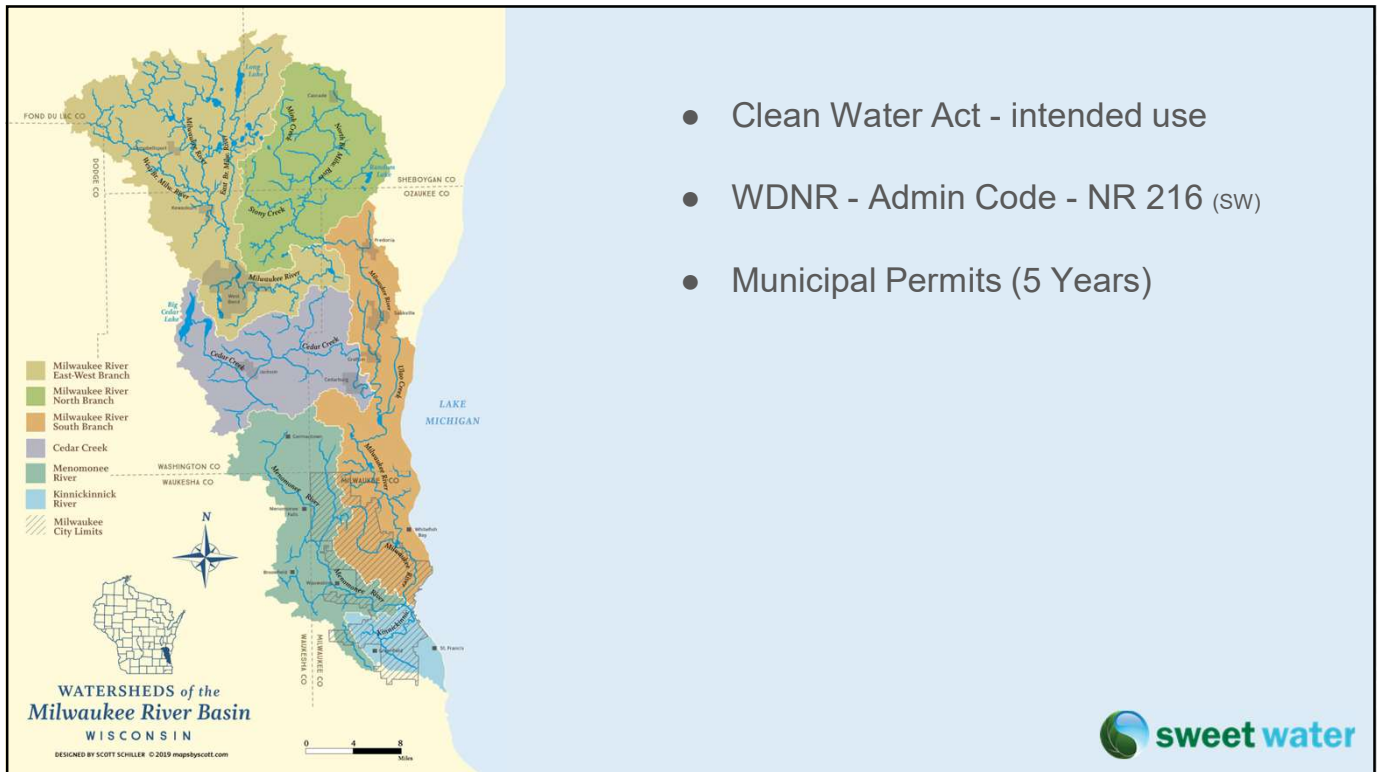
**Southeastern Wisconsin Watersheds  
Trust, Inc.**

501(c)3  
Science-Based  
Non-Advocacy

Work w/ 32 municipalities and counties  
to ensure rivers are healthy for  
swimming, fishing, and drinking. ~ EPA

2





3



4

## 20 Years of Sweet Water Programming

- 6 Minimum Control Measures
- Our Programs assists in meeting:
  - Education and Information Outreach
  - Public Involvement
  - Illicit Discharge Detection
  - Pollution Prevention



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## Fact Sheet for WPDES Permit No. WI-S065404-02

### II. A and B. Public Education and Outreach

The previous permit required the Menomonee River Watershed Permittees as a group to increase awareness of how the combined actions of human behavior influence storm water pollution and its effects on the environment. The permittees were to identify target audiences, establish measurable goals, and develop a mechanism for evaluating effectiveness. The specific education topics included items such as illicit discharge impacts, habitat degradation, yard waste management, proper BMP design and installation, and BMPs for snow and ice removal. The permittees have combined resources to support Southeastern Wisconsin Watersheds Trust's Respect Our Waters campaign to provide broad education and outreach to the watershed. The reissued permit will build upon this foundation and broad education program and provide for more targeted education and outreach.

During permit development the permittees expressed interest continuing the group Education and Outreach program. Therefore, the requirements to address the nine broad education topics will remain a group condition and the permittees will need to track and report the education topics, target audiences, targeted pollutants, and delivery mechanism on the annual report. Should a permittee choose not to participate in the group effort, that permittee will be expected to provide education on all topics during the permit term as specified in Table 1 of Section II. A. 3.

The permit removes the group requirement to evaluate the effectiveness of the outreach program. Instead, this permit requires focused, localized education by each MS4 permittee. The goal of the individual education program is to identify storm water education needs of the community and provide targeted education based on the identified needs. The permit specifies 18 months (by September 30, 2021) for each permittee to identify and prioritize the specific storm water quality issues or pollutants of concern in the community. The permittees have flexibility to use a survey or other methods to learn what their MS4 education needs are.

The last education and outreach requirement is for each MS4 to complete targeted education. The MS4 should use the results of the evaluation and prioritization to select a topic for targeted education within their MS4. The permittees will have an additional 24 months (by September 30, 2023) to develop and provide the education material. The permittees will need to identify metrics which will be used to measure the effectiveness of their targeted education. For example, if leaf collection and disposal methods are identified by residents as an education need, the permittee could assess quantity of leaf litter in roadways before and after education is provided. After completion of the targeted education, the permittees will have to submit a summary of the results with the next permit application along with plans for targeted education in the next permit term.

- Written in 2020
- MNM Group approach via SWWT is trusted, compliant, and reliable.
- The WDNR is continuing to require general, broad education.
- The WDNR is requiring a "new" MS4-specific set of actions this permit term
- SWWT developed a very specific program to meet these needs.

DELETE

6

## The WDNR Mandates (A):

### A. GROUP PUBLIC EDUCATION AND OUTREACH CONDITIONS

The Menomonee River Watershed Permittees shall implement a **written** public education and outreach program to increase the awareness of how the combined actions of human behavior influence storm water pollution and its effects on the environment. The public education and outreach program may incorporate cooperative efforts with other entities not regulated by this permit provided a mechanism is developed and implemented to **track** the results of these cooperative efforts and **reported** annually.

- 5 year plan
- "MS4 Portal"
- Annual eReports

DELETE

7

Permit  
Requirement:

Sweet Water  
Program:

## Germantown Programming

### • II.A Education and Information Outreach

- Group Education
- 9 required topics
- Multiple target audiences
- Written Plan
- Metrics
- Reporting

### • Respect Our Waters

- All topics
- All target audiences
- TV, radio, events, social media, more
- 5 year plan
- Simplified reporting
- Germantown results



8



## 2023 Examples

### Respect Our Waters

- All topics
- All target audiences
- TV, radio, events, social media, more
- 5 year plan
- Simplified reporting
- Germantown results

○ Reporting

9

Permit Requirement:

## Germantown Programming

Sweet Water Program:

- **II.A** Education and Information Outreach (group)
- **II.B** Education and Information Outreach (Individual)
  - Assessment
  - Prioritization
  - Implementation
  - Result-driven metrics
  - Prepare for next cycle

- **Respect Our Waters**
- **Technical Education**
  - In addtn to group education...
  - Germantown-specific activities
  - Review Comprehensive Plan
  - Developed Germantown-specific stormwater improvement activity
  - Internal training resources
  - Next steps...

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## MS4s Requested

When WDNR was drafting new (current) permit

SWWT sent survey to understand where communities need help. Results:

- Individual/Municipal-specific Education
- Internal Training materials
- Group learning opportunities and resource sharing.

Created the **Technical Education** Program to meet these needs

Big difference:

- Communities have opportunity to create custom services
- Flip side, if we don't get much direction, we will create something that simply checks the box of the requirements.

DELETE

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### B. INDIVIDUAL EDUCATION AND OUTREACH CONDITIONS

Each MS4, excluding Milwaukee County, must implement an education and outreach program designed to achieve measurable goals based upon target audiences, specific storm water quality issues in the community, or identified pollutants of concern. The permittee must:

1. Evaluate the Storm Water Education Needs of their individual community by September 30, 2021. The permittee shall:
  - a) Conduct a survey or use other appropriate methods to identify their education needs.
  - b) Submit a list of prioritized storm water education needs for their community including the methods and rationale used for prioritization.
2. Complete Targeted Education. The permittee shall:
  - a) By September 30, 2023, provide education and outreach within the MS4 boundary for at least one prioritized education topic identified in Section II. B. 1.
  - b) Develop metrics that will be used for measuring progress after the education event has been held.
  - c) Submit as part of the permit application (due September 30, 2024), a summary of the results of the education efforts and planned targeted education for the next permit term.

The permit removes the group requirement to evaluate the effectiveness of the outreach program. Instead, this permit requires focused, localized education by each MS4 permittee. The goal of the individual education program is to identify storm water education needs of the community and provide targeted education based on the identified needs. The permit specifies 18 months (by September 30, 2021) for each permittee to identify and prioritize the specific storm water quality issues or pollutants of concern in the community. The permittees have flexibility to use a survey or other methods to learn what their MS4 education needs are.

The last education and outreach requirement is for each MS4 to complete targeted education. The MS4 should use the results of the evaluation and prioritization to select a topic for targeted education within their MS4. The permittees will have an additional 24 months (by September 30, 2023) to develop and provide the education material. The permittees will need to identify metrics which will be used to measure the effectiveness of their targeted education. For

The permit removes the group requirement to evaluate the effectiveness of the outreach program. Instead, this permit requires focused, localized education by each MS4 permittee. The goal of the individual education program is to identify storm water education needs of the community and provide targeted education based on the identified needs. The permit specifies 18 months (by September 30, 2021) for each permittee to identify and prioritize the specific storm water quality issues or pollutants of concern in the community. The permittees have flexibility to use a survey or other methods to learn what their MS4 education needs are.

The last education and outreach requirement is for each MS4 to complete targeted education. The MS4 should use the results of the evaluation and prioritization to select a topic for targeted education within their MS4. The permittees will have an additional 24 months (by September 30, 2023) to develop and provide the education material. The permittees will need to identify metrics which will be used to measure the effectiveness of their targeted education. For example, if leaf collection and disposal

- Permit = little guidance
- Fact Sheet helps
- Ultimately, need to coordinate w/ WDNR

### G. POLLUTION PREVENTION

Each municipality shall develop and implement a written pollution prevention program that establishes measurable goals for pollution prevention. The program shall include:

5. **Training:** All staff responsible for implementation of the IDIDE program shall receive training at least once per permit term. This includes office staff, field staff, and emergency response staff (police and fire departments).

#### 1. Winter Road Management:

- a) Road salt or other deicer shall not be applied in quantities larger than required to maintain public safety. The permittee shall develop and implement a written salt application or salt reduction strategy to minimize over application of deicers. The strategy shall include a description of the temperature, precipitation event, and road conditions, and other factors which warrant different management techniques. The plan will also include a description of the equipment and products used for road management.
- b) All salt application equipment shall be calibrated annually beginning November 2020. Calibration methods shall be documented in the salt application strategy or similar document and calibration records kept for 5 years.
- c) Training on the Permittee's salt strategy shall be provided at a frequency no less than every other year.
- d) The quantity of salt and other deicing products shall be tracked on a monthly basis and reported on the annual report.

lic works related municipal WPPP). The SWPPPs shall:

sites without a SWPPP.

Code, minus the monitoring

be located here:

16/11/27.

property and annual facility

on implementation of the

#### 6. Internal Training and Education:

The permittee shall provide education for appropriate municipal and other personnel involved in implementing the pollution prevention programs. Documentation shall be maintained of the date, the names of each person attending, and the content of the training.

DELETE

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## Technical Education: Program Overview

### Participants Receive:

- Service to develop, design, and carry out their individual activity within the permit term, meeting all deadlines.
- DNR verification throughout the entire process
- Confidence that all deliverables for the individual activity are submitted on time
- Training resources and tracking mechanisms for compliance
- Availability to create and present new trainings upon request for MS4 credit
- Tracking documentation for Annual eReport, ensuring credit is received.

### Permit:

WDNR requires through the MS4

| Section:                                   | Requirement | Year of Permit (1-5) |
|--------------------------------------------|-------------|----------------------|
| II.B.1.a                                   | Survey      | 1                    |
| II.B.1.b                                   | Prioritize  | 2                    |
| II.B.2.a                                   | Implement   | 3                    |
| II.B.2.b                                   | Metrics     | 3,4,5                |
| II.B.2.c                                   | Impact      | 5                    |
| II.C - ...<br>II.D.5<br>II.G.1.c<br>II.G.6 | ...         | 1-5                  |

 **sweet water**  
SOUTHEASTERN VIRGINIA REGIONAL WATERShed PROGRAM, INC. **DELETE**

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Permit  
Requirement:

Sweet Water  
Program:

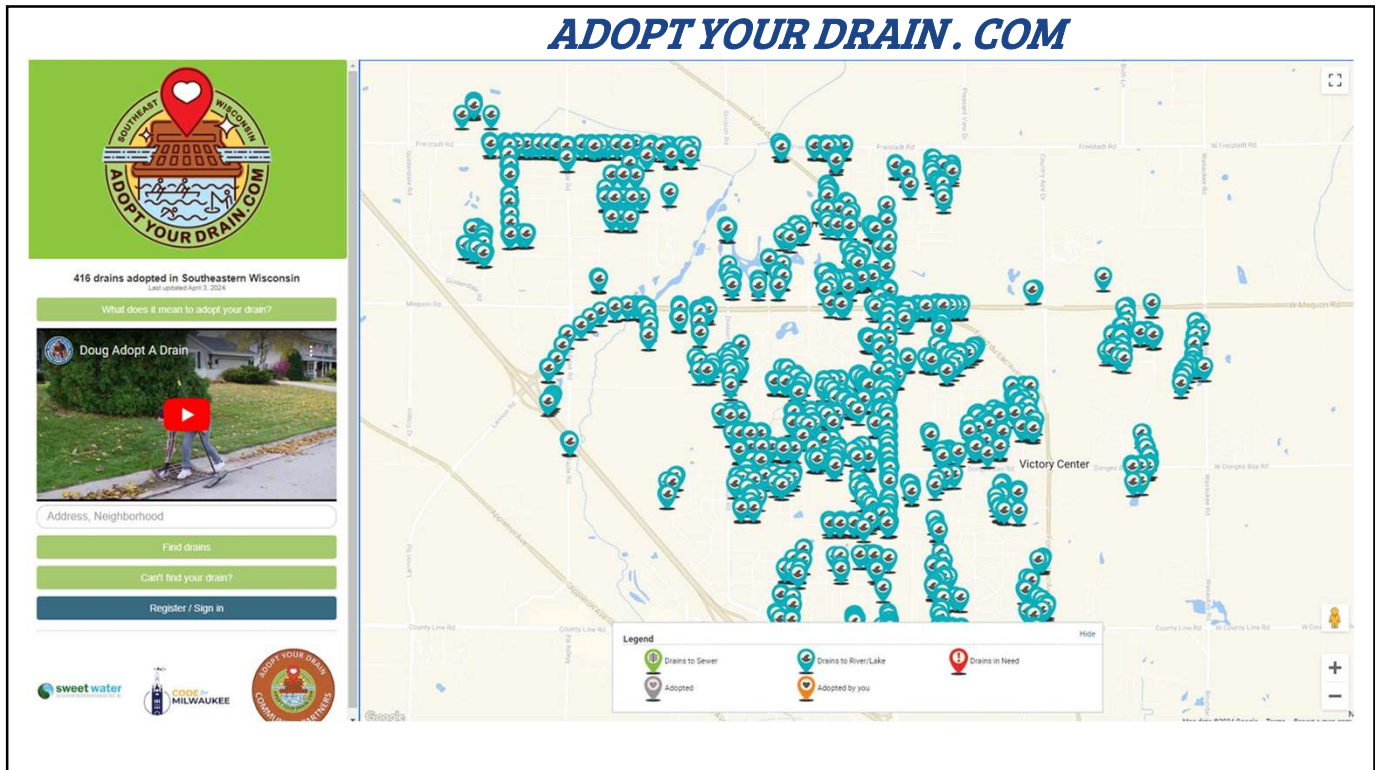
## Germantown Programming

- **II.A** Education and Information Outreach (group)
- **II.B** Education and Information Outreach (Individual)
- **II.C** Public Involvement
  - Workshops, public meetings, etc.
  - Next step of education
- Respect Our Waters
- Technical Education
- Adopt Your Drain
  - Assists w/ Edu metrics
  - Public involved in preventing pollution



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## Next Steps

- We are in year (5 of 5) of the current MS4 permit
- Reporting, documenting behavior change
- Submitting WDNR-required information for the next 5 year permit term
- WDNR has allowed the continued group approach and Sweet Water's approach to meet municipal-specific requirements of the MS4 permit



16

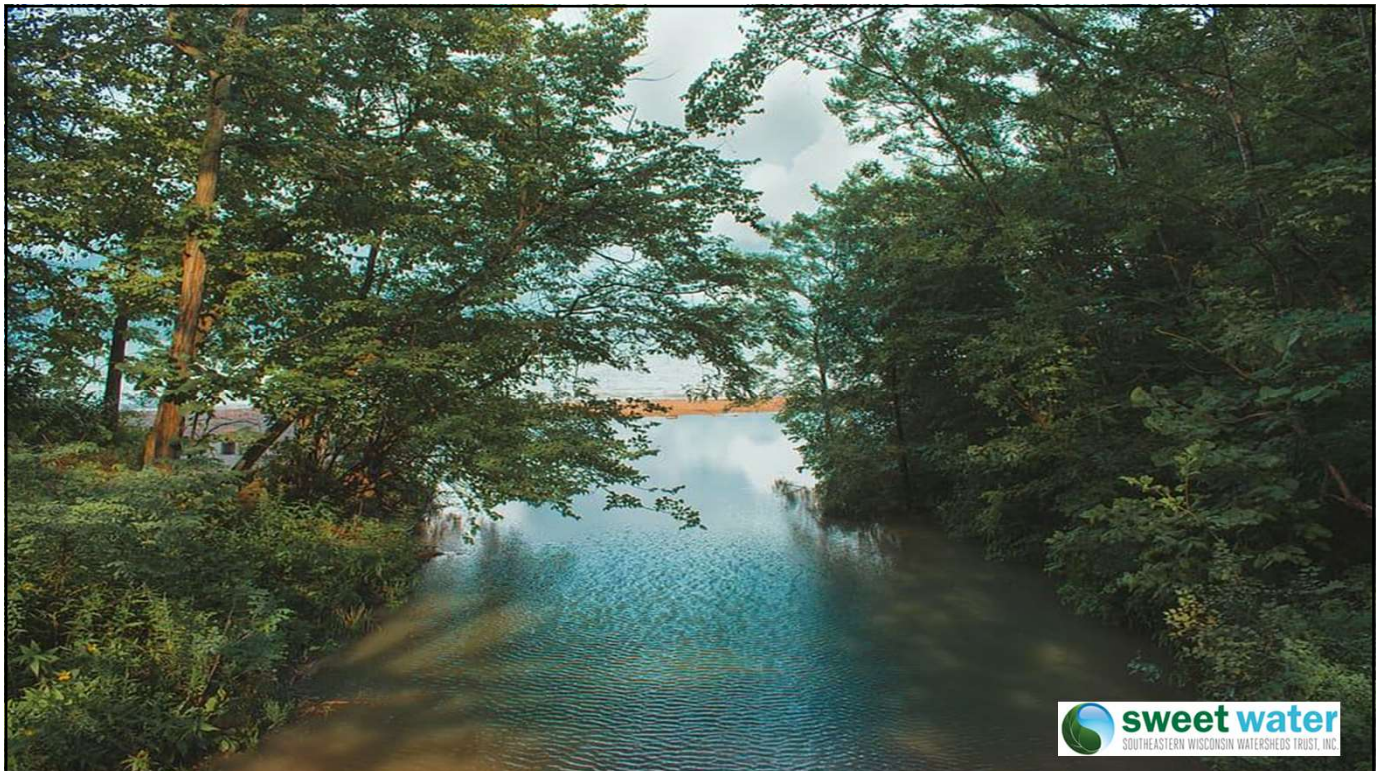


## Questions

- **Jacob Fincher**
  - **Executive Director**
  - [fincher@swwtwater.org](mailto:fincher@swwtwater.org)
  - **262-716-2211**



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## Example of Permit Complexity

The Permit says:

- Identify target audiences, establish measurable goals, and develop mechanisms for evaluating effectiveness.

What they mean:

- Identify target audiences
  - Educate landowners, businesses, developers, internal staff, and elected officials, about 9 sources of stormwater pollution. Not only that, provide justification about why the topics were chosen, explain why it relates to each target audience, and create strategies that ensure the message reaches the intended audiences. Setting up a table at an event would not be considered "compliant".
- establish measurable goals
  - The education strategies have to have a specific approach AND the WDNR decides if they are suitable goals or not. This requires communication and coordination to ensure activities are compliant.
- and develop mechanisms for evaluating effectiveness.
  - The WDNR wants municipalities to prove that the education is changing individual's behavior. This means creating an educational flyer or talking to residents would only be the first step of compliance. At some point, the educational activity needs to demonstrate that as a result of its implementation, someone changed how they behave, manage their property...

**DELETE**

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| Respect Our Waters 5 Year Education Program |                                                                                                                                                                                            |
|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Permit Requirements Addressed               |                                                                                                                                                                                            |
| II.A                                        | Provided a mechanism is developed and implemented to track the results of these cooperative efforts and reported annually.                                                                 |
| II.A.1                                      | For each topic in Table 1, identify targeted pollutants of concern, the targeted audience, delivery mechanism and the entity responsible for implementation.                               |
| II.A.2                                      | Address all topics at least once during the permit term with a minimum of 3 topics being addressed, either collectively or individually, each year. Topics may be repeated as necessary.   |
| II.A.3                                      | Address the topics in Table 1.                                                                                                                                                             |
| SWWT Activities                             |                                                                                                                                                                                            |
| Direct MS4 Compliance                       | Developed a 5 year plan to address different priority pollutants, target audience, permit topics, and delivery mechanisms to ensure there appropriately addressed throughout 5 year cycle. |
|                                             | Address all target audiences outlined in the DNR ePermitting system by the end of the 5 year cycle, with repetition when relevant.                                                         |
|                                             | Address all permit topics outlined in the permit by the end of the 5 year cycle and at least a minimum of 3 per year, with repetition when relevant.                                       |
|                                             | Attend community tabing event and/or provide materials for community organizations or municipal staff to use.                                                                              |
|                                             | Develop interactive educational booth to set up to engage community on stormwater pollution topics.                                                                                        |
|                                             | Be available to create new, personalized education materials upon request                                                                                                                  |
|                                             | Develop educational materials to be distributed through municipal channels.                                                                                                                |
|                                             | Create and disperse educational materials on behalf of the MS4 via social media.                                                                                                           |
|                                             | Develop and distribute mailers to select target audiences.                                                                                                                                 |
|                                             | Track reach and impact of educational efforts throughout year.                                                                                                                             |
| Watershed-Wide MS4 support                  | Write annual report narrative of education and involvement activities throughout the year.                                                                                                 |
|                                             | Consult with DNR on annual Reporting.                                                                                                                                                      |
|                                             | Regional approach to watershed education via consistent messaging throughout the region                                                                                                    |
|                                             | Gain credit for statewide stormwater initiatives via Sweet Water's participation.                                                                                                          |
|                                             | Tracking booth visitors at all events to capture community engagement outside municipal boundaries                                                                                         |



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| Technical Education 5 Year Education Program              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Permit Requirements Addressed                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| II.B                                                      | <p>Conduct a survey or use other appropriate means to identify education needs</p> <p>Submit a list of prioritized needs for their community including the methods and rationale used for prioritization</p> <p>Provide education and outreach within the MS4 boundary for at least one prioritized education topic</p> <p>Develop metrics that will be used for measuring progress after the education event has been held</p> <p>Submit a summary of the results of the education efforts and planned targeted education for the next permit term</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| II.C                                                      | Implement a public involvement and participation program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| II.D.5                                                    | All staff responsible for the implementation of IDOE program must receive training at least once per permit term                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| II.G.1.c                                                  | Training on the permittee salt strategy is required every other year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| II.G.6                                                    | Provide training for all personnel involved in implementing pollution prevention programs, document the date, names and content                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| SWWT Activities                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Direct Individual MS4 Compliance/MS4 Annual Report Credit | <p>Consult with DNR on "other appropriate method" to identify education needs</p> <p>Assess community via comprehensive plan review and targeted stakeholder and staff discussions</p> <p>Develop a stormwater education priority needs list, ensure MS4 submits to DNR on time</p> <p>Document and supplement activities already meeting education needs, assist MS4 in evaluation</p> <p>Develop planning documents for individual education activity including metrics plan, review with DNR, modify if needed for approval</p> <p>Carry out activity and manage all aspects ensuring successful rollout. Work with outside consultants when necessary, work with local community groups when relevant</p> <p>Obtain metrics, providing assistance to MS4 staff to ensure that data is captured</p> <p>Write summary report of activity and results, ensure that MS4 submits with permit reapplication</p> <p>Develop and share training materials to meet a variety of permit training requirements, host on password protected One-Stop-Shop</p> <p>Develop tracking sheet and post training quizzes to assist in tracking compliance</p> <p>Be available to create new, personalized training materials upon request</p> <p>Speak/present at municipal events/public meetings on MS4 permit topics, upon request</p> <p>Organize technical education meetings for permit group members to discuss relevant MS4 topics, funding resources, troubleshooting, and opportunities to learn from other communities</p> |
| Watershed-Wide MS4 support                                | <p>Work with MS4s to develop smarter, better permits and submit as a group</p> <p>Organize and host annual CRCL Conference which provides MS4 relevant presentations covering various permit topics and opportunities to engage with MS4 permit holders</p> <p>Receive training from the DNR on municipal yard inspections to assist MS4s preparedness for an audit</p> <p>Develop materials on education and outreach to prep MS4s for and audit</p> <p>Advise MS4s on various areas of permit compliance, such as benchmark setting, bacteria testing</p> <p>Seek grant support and manage grant project for MS4 compliance, upon request</p> <p>Engage in work with scientists, policy makers and MS4 permit holders to reevaluate methods used for various aspects of permit compliance increase efficiencies</p> <p>Ensure that MS4 partners are aware of local stormwater happenings that are relevant to them, such as Stormwater Week</p> <p>Work with the DNR on BMP and LTMA management systems</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |



21

| Adopt Your Drain Program   |                                                                                                                                                    |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Permit Implications        |                                                                                                                                                    |
| II.A                       | Provided a mechanism is developed and implemented to track the results of these cooperative efforts and reported annually.                         |
| II.A.3                     | Address the topics in Table 1.                                                                                                                     |
| SWWT Activities            |                                                                                                                                                    |
| Direct MS4 Compliance      | Educational messages of this campaign are formulated in the context of the required education topics outlined in MS4 permit.                       |
|                            | Sends quarterly newsletters to drain adopters                                                                                                      |
|                            | Tracking and reporting services to facilitate reporting activities in MS4 annual reports                                                           |
|                            | Provide access to stenciling materials so residents can stencil local drains for active education credit.                                          |
| Watershed-Wide MS4 support | Access to our virtual library of educational materials to insert into municipally owned social media accounts, websites, and newsletters, and more |
|                            | Monitoring the effectiveness of regional education through drain adoptions                                                                         |



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## **BUSINESS OF THE VILLAGE BOARD**

MEETING DATE: April 15, 2024

PLACEMENT: Resolution

ITEM TITLE: Proposed amendment of the Project Plan for Tax Incremental District (TID) No. 7 and a proposed amendment of the Project Plan for TID No. 8 followed by consideration and possible action on a Resolution Approving an Amendment to the Project Plan for TID No. 7 and consideration and possible action on a Resolution Approving an Amendment to the Project Plan for TID No. 8.

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. TID 7 Amendments 4-8-24
2. TID 8 Amendment 4-8-24
3. TID 7 - VB Resolution
4. TID 8 - VB Resolution

RECOMMENDATION:

ACTION BY Committee:



# **AMENDMENT TO TAX INCREMENTAL DISTRICT (TID) No. 7**

**4-8-24 Plan Commission Meeting**

## **Germantown Community Development Department**

**Village Planner Report**

**Germantown, Wisconsin**

### **BACKGROUND**

Tax Incremental District No. 7 (TID7) is a 331.4 acre “Industrial” District located south of Holy Hill Road east of the I-41 interchange and extending easterly along the WSOR railroad to Goldendale Road then easterly south of the railroad (see attached map).

TID7 was originally 160.5 acres created in 2017 to provide infrastructure financing related to the J.W. Speaker campus expansion and promote additional industrial development. In 2021, the boundary of TID7 was expanded to include an additional 170.8 acres and provide additional infrastructure financing necessary to support the creation of the new Capstone 41 Business Park.

The original Project Plan for TID7 included infrastructure projects totaling \$2.69 million that would yield land and improvement value added in the new industrial district to approximately \$26.8 million with a tax increment value of \$7.55 million. The 2021 TID7 Project Plan amendment added another \$2.25 million in project costs that was expected to yield an additional improvement value of \$44.2 million with a tax increment value of \$17.3 million.

### **PROPOSAL**

As detailed in the amended Project Plan for TID7 (copy attached), the purpose for this amendment is to add \$1,870,000 in project costs for the following improvements to be completed within ½ mile of the TID7 boundary (see attached map):

- The installation of sanitary sewer & water along Freistadt Road from High Point Pass to I-41; and
- The re-construction of Freistadt Road from High Point Pass to I-41

Although the Village anticipates development will occur as a result of the frontage road being constructed, as well as, water & sewer being installed along Freistadt Road, no additional improvement value has been added in the Project Plan assumptions.

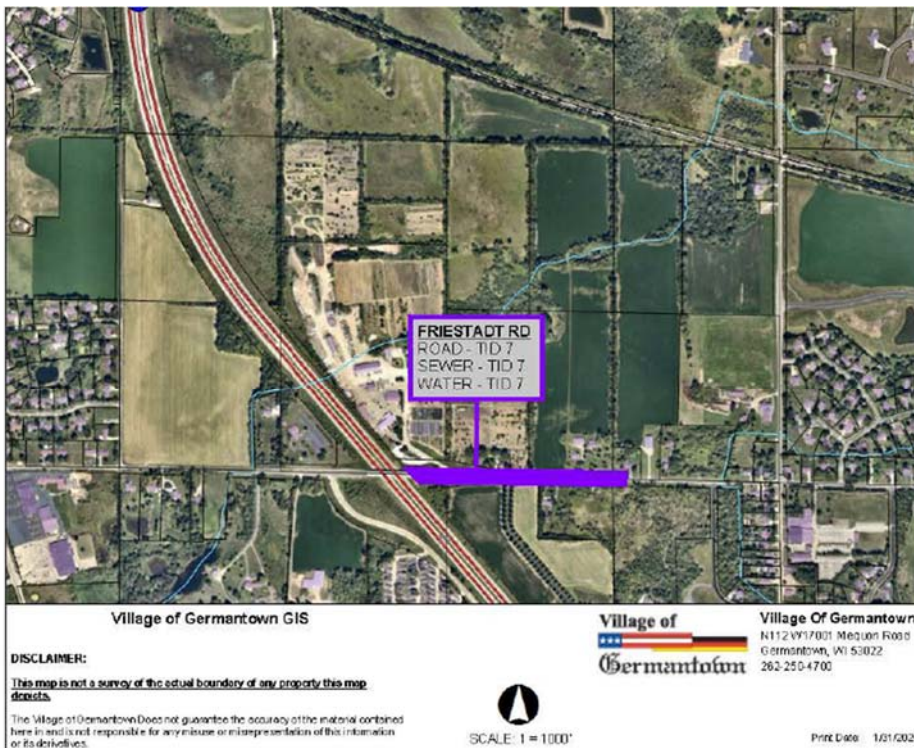
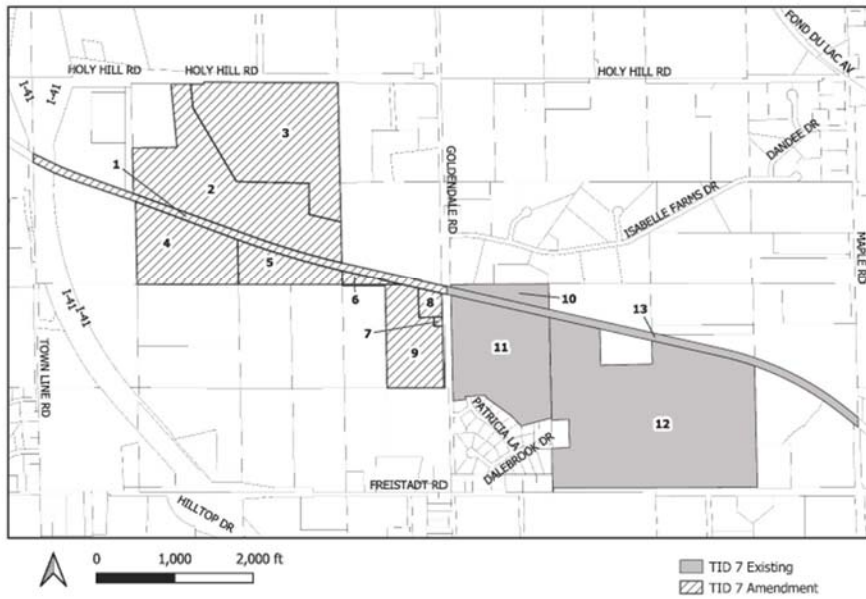
The Village anticipates that the proposed TID7 amendment will generate sufficient tax increment to pay all project costs within 17 years of the maximum allowable 20 years.

### **PROCESS**

As with previous TID proposals, the Plan Commission is responsible for holding a public hearing of the amended TID7 Project Plan prior to making a recommendation to the Village Board and the TID7 Joint Review Board through action on a proposed resolution (copy attached).

Additional information will be provided as part of the public hearing and prior to discussion of the proposed resolution by Village staff and Ehlers, the Village’s financial consultant.

## Amendment to TID 7



**PLAN COMMISSION  
RESOLUTION NO. 01-2024**

**RESOLUTION APPROVING AN AMENDMENT TO THE PROJECT PLAN  
FOR TAX INCREMENTAL DISTRICT NO. 7**

WHEREAS, the Village of Germantown (the "Village") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the Village; and

WHEREAS, Tax Incremental District No. 7 (the "District") was created by the Village on December 18, 2017 as an industrial district; and

WHEREAS, the Village now desires to amend the Project Plan of the District (the "Amendment") in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, such Amendment will amend the categories, locations or costs of project costs to be made as permitted under Wisconsin Statutes Section 66.1105(4)(h)1.

WHEREAS, an amended Project Plan for the District (the "Amendment") has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and Village ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the Village;
- k. An opinion of the Village Attorney or of an attorney retained by the Village advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f); and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Washington County, the Germantown School District, and the Milwaukee Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on April 8, 2024 held a public hearing concerning the proposed amendment to the District's Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the Village of Germantown that:

1. The boundaries of Tax Incremental District No. 7 will not change as a result of this Amendment and will remain as designated in Exhibit A of this Resolution.
2. It approves and adopts the amended Project Plan for the District, attached as Exhibit B, and recommends its approval to the Village Board.
3. Amendment of the District's Project Plan promotes orderly development in the Village.

Adopted this 8th day of April, 2024.

---

Dean Wolter, Plan Commission Chair

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Laura Johnson, Secretary of the Plan Commission

**EXHIBIT A -**  
**TAX INCREMENTAL DISTRICT NO. 7**  
**BOUNDARY MAP**

[INCLUDED IN PROJECT PLAN]

**EXHIBIT B -**

**PROJECT PLAN**

[DISTRIBUTED SEPARATELY]

**NOTICE OF PUBLIC HEARING  
AND JOINT REVIEW BOARD MEETING  
VILLAGE OF GERMANTOWN, WISCONSIN**

NOTICE IS HEREBY GIVEN that the Village of Germantown will hold a Joint Review Board meeting on April 8, 2024 at 6:00 PM.

The meeting will be held at the Germantown Village Hall, located at N112 W17001 Mequon Rd.

**Join from the meeting link**

<https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mb07597633e8dcf91fff1bb6d88dabe16>

**Join by meeting number**

Meeting number (access code): 2550 486 1925

Meeting password: HXmeWpAM272

**Tap to join from a mobile device (attendees only)**

[+1-408-418-9388](tel:+14084189388),,25504861925## United States Toll

The purpose of the meeting is to organize the Joint Review Board for consideration of the Village's proposal to amend Tax Incremental Districts No. 7 & 8.

NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Germantown will hold a public hearing on April 8, 2024 at 6:30 PM.

The meeting will be held at the Germantown Village Hall, located at N112 W17001 Mequon Rd.

**Join from the meeting link**

<https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m3e60c9657945a5ad89155bdbfd3c356f>

**Join by meeting number**

Meeting number (access code): 2553 216 2843

Meeting password: qRNiKJrY345

**Tap to join from a mobile device (attendees only)**

[+1-408-418-9388](tel:+14084189388),25532162843## United States Toll

**Join by phone**

+1-408-418-9388 United States Toll

[Global call-in numbers](#)

The hearing will be held to provide the public a reasonable opportunity to comment on the proposed amendments to the Project Plan for Tax Incremental Districts No. 7 & 8.

**TID No. 7 Amendment:**

Based on the planned use of properties within its boundaries at time of creation, territory within the District was previously identified as suitable for industrial development.

Projects to be undertaken within the District and costs to be incurred (Project Costs) will continue to be for the purpose of promoting industrial development and will include acquisition of property, rights of way or easements, site preparation, installation or rehabilitation of utilities and streets, professional services and organizational costs, administrative costs, financing costs and other costs as may be necessary to implement the District's Project Plan. Projects will be undertaken within the District's proposed boundary and in areas located in the Village within ½ mile of that boundary.



As permitted under Wisconsin Statutes Section 66.1105(4)(h)1., the list of estimated Project Costs in the current Project Plan would be amended and increased by approximately \$1,520,000.

**TID No. 8 Amendment:**

Based on the planned use of properties within its boundaries at time of creation, territory within the District was previously identified as suitable for industrial development.

Projects to be undertaken within the District and costs to be incurred (Project Costs) will continue to be for the purpose of promoting industrial development and will include acquisition of property, rights of way or easements, site preparation, installation or rehabilitation of utilities and streets, professional services and organizational costs, administrative costs, financing costs and other costs as may be necessary to implement the District's Project Plan. Projects will be undertaken within the District's proposed boundary and in areas located in the Village within ½ mile of that boundary.

As permitted under Wisconsin Statutes Section 66.1105(4)(h)1., the list of estimated Project Costs in the current Project Plan would be amended and increased approximately \$5,375,000.

All interested parties will be given a reasonable opportunity to comment on the proposed amendments to the District Project Plans. A copy of the proposed amendments to the District Project Plans, is available for public inspection and will be provided on request during normal business hours at the office of the Village Clerk at the Germantown Village Hall, located at N112 W17001 Mequon Rd. This information can also be viewed on the Village's website at <https://www.germantownwi.gov/742/Agendas-Minutes>

By Order of the Village of Germantown, Wisconsin

*Published March 27, 2024*

April 3, 2024

PROJECT PLAN AMENDMENT

# Village of Germantown, Wisconsin

## Tax Incremental District No. 7



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Prepared by:

Ehlers  
N19W24400 Riverwood Drive,  
Suite 100  
Waukesha, WI 53188

---

**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

## KEY DATES

|                                                 |                              |
|-------------------------------------------------|------------------------------|
| Organizational Joint Review Board Meeting Held: | Scheduled for April 8, 2024  |
| Public Hearing Held:                            | Scheduled for April 8, 2024  |
| Approval by Plan Commission:                    | Scheduled for April 8, 2024  |
| Adoption by Village Board:                      | Scheduled for April 15, 2024 |
| Approval by the Joint Review Board:             | Scheduled for TBD            |

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## **SECTION 1:**

### **Executive Summary**

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#### **DESCRIPTION OF DISTRICT**

Tax Incremental District (“TID”) No. 7 (“District”) is a 331.41 - acre Industrial District created on December 18, 2017. The original District acreage was 160.558 before being amended to add 170.85 acres. The District was created to:

- Provide financing for infrastructure related to the planned J.W. Speaker Corporation
- Promote Industrial development.

The TID was amended on March 15, 2021, to:

- Add territory to the District as permitted under Wis. Stat. § 66.1105(4)(h)2. This is the first of four permitted territory amendments available to the District. This amendment will add 170.85 acres of land of which over 50% is suitable for industrial development.
- Amend the categories, locations, or costs of project costs to be made as permitted under Wis. Stat. § 66.1105(4)(h)1. (“Project”).

#### **Purpose of Amendment**

The purpose of this amendment, referred to hereafter as the Plan, the Amendment, or the Plan Amendment, is to:

- Amend the categories, locations or costs of project costs to be made as permitted under Wis. Stat. § 66.1105(4)(h)1. (“Project”).

#### **Estimated Total Project Cost Expenditures**

The Village anticipates making total expenditures of approximately \$1,870,000 (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$930,000 in road construction and reconstruction, \$660K in sewer costs, \$330K in water costs, and \$10K for professional services.

#### **Incremental Valuation**

The Village projects that additional development will likely occur once the frontage road is complete. The proposed public infrastructure costs being added to TID 7 because of this amendment, will open additional land for development. However, currently, no additional development is being added to the development assumptions. A table detailing current development

assumptions, timing, and associated values is included in the Economic Feasibility Study located within this Plan.

### **Expected Termination of District**

Based on the Economic Feasibility Study located within Section 9 of this Plan, the Village anticipates that the District will generate sufficient tax increment to pay all Project Costs within 17 of its allowable 20 years.

### **Summary of Findings**

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the Village. In reaching this determination, the Village has considered:

The substantial investment needed to provide the public infrastructure necessary to support TID 7 and continue to allow for development within the District. Absent the use of tax incremental financing, the Village is unable to fully fund this program of infrastructure improvements.

2. **The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the Village has considered the following information:**

That the Developer is likely to purchase goods and services from local suppliers in construction of the Project, and induced effects of employee households spending locally for goods and services from retailers, restaurants and service companies.

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.** As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the Village finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.

4. The boundaries of the District are not being amended.

5. That Project Costs relate directly to promoting industrial development in the District, consistent with the purpose for which the District is created.
6. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
7. The Plan for the District is feasible and is in conformity with the Master Plan of the Village.
8. The Village estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).

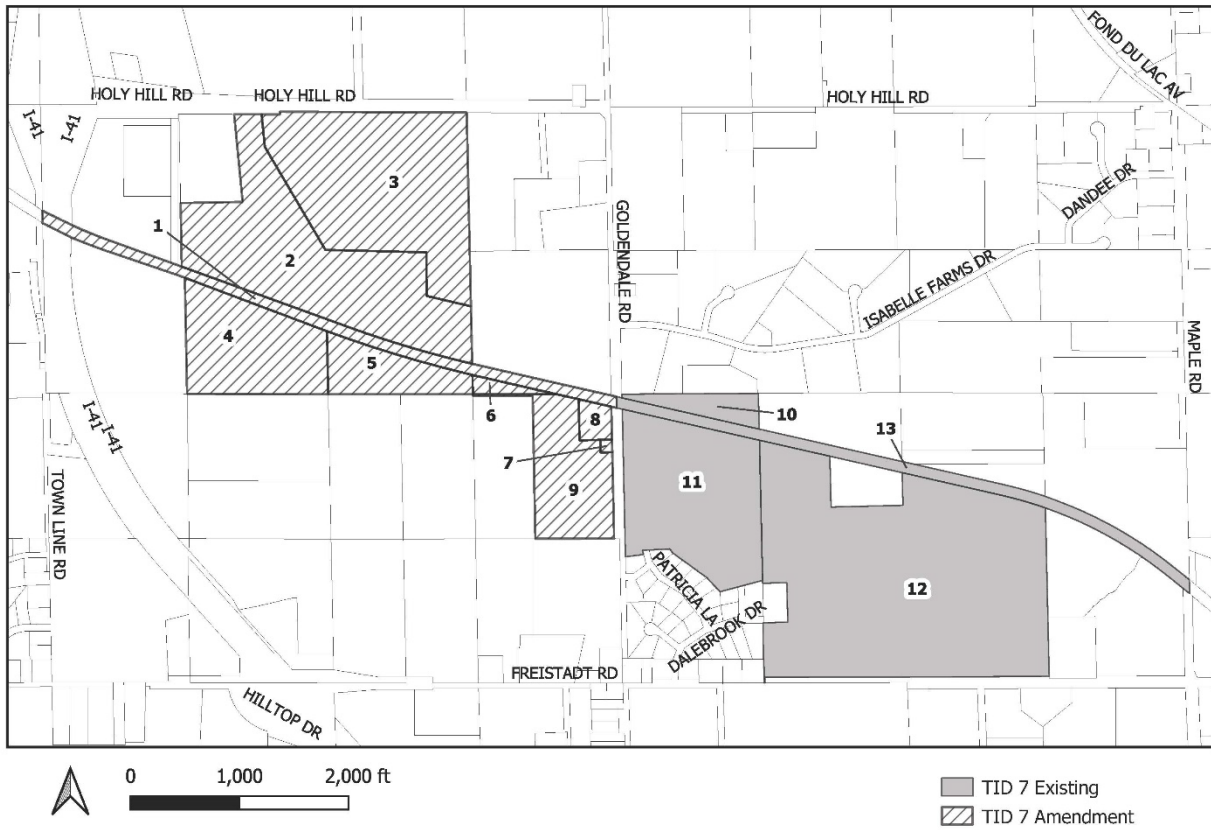
## **SECTION 2:**

### **Map of Current District Boundary**

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A map identifying the current boundaries of the District is found on the following page. The District's boundaries are not being amended.

## Amendment to TID 7





## **SECTION 3:**

### **Map Showing Existing Uses and Conditions**

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The District's boundaries are not being amended. The "Map Showing Existing Uses and Conditions" included within the District's amended Project Plan approved by the Village Board on March 15, 2021, remains unchanged and is incorporated by reference as part of this Plan Amendment.

## **SECTION 4:**

### **Equalized Value Test**

---

No territory will be added to the District. Demonstration of compliance with the equalized value test is not required for this Plan Amendment.

## **SECTION 5:**

### **Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District**

---

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

The “Statement of Kind, Number and Location of Proposed Public Works and Other Projects” set forth in the original District Project Plan approved on December 18, 2017 and its subsequent amendments approved on March 15, 2021 is amended to add the following Project Costs that the Village has made, expects to make, or may need to make, in conjunction with the implementation of the District’s Plan or this Plan Amendment.

#### **Property, Right-of-Way and Easement Acquisition**

##### **Property Acquisition for Development**

To promote and facilitate development the Village may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the Village from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the Village to acquire property and make it suitable for

development exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered “real property assembly costs” as defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

#### **Property Acquisition for Conservancy**

To promote the objectives of this Plan, the Village may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

#### **Acquisition of Rights-of-Way**

The Village may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the Village to identify, negotiate and acquire rights-of-way are eligible Project Costs.

#### **Acquisition of Easements**

The Village may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the Village to identify, negotiate and acquire easement rights are eligible Project Costs.

#### **Relocation Costs**

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

### **Site Preparation Activities**

#### **Environmental Audits and Remediation**

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the Village related to environmental audits, testing, and remediation are eligible Project Costs.

### **Site Grading**

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The Village may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the Village for site grading are eligible Project Costs.

### **Utilities**

#### **Sanitary Sewer System Improvements**

To allow development to occur, the Village may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the Village will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Village construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

#### **Water System Improvements**

To allow development to occur, the Village may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the Village will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Village construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District

which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Stormwater Management System Improvements**

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the Village may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the Village will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Village construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Electric Service**

To create sites suitable for development, the Village may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the Village to undertake this work are eligible Project Costs.

### **Gas Service**

To create sites suitable for development, the Village may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the Village to undertake this work are eligible Project Costs.

### **Communications Infrastructure**

To create sites suitable for development, the Village may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the Village to undertake this work are eligible Project Costs.

## **Streets and Streetscape**

### **Street Improvements**

To allow development to occur, the Village may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

### **Streetscaping and Landscaping**

To attract development consistent with the objectives of this Plan, the Village may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the Village are eligible Project Costs.

## **Miscellaneous**

### **Rail Spur**

To allow for development, the Village may incur costs for installation of a rail spur or other railway improvements to serve development sites located within the District.

### **Projects Outside the Tax Increment District**

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the Village may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the Village's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs and may include any project cost that would otherwise be eligible if undertaken within the District. The Village intends to make the following project cost expenditures outside the District:

|                                                                          |         |
|--------------------------------------------------------------------------|---------|
| Freistadt Road - High Point Pass to Interstate 41 (Road Re-construction) | 930,000 |
| Freistadt Road - High Point Pass to Interstate 41 (Sewer)                | 600,000 |
| Freistadt Road - High Point Pass to Interstate 41 (Water)                | 330,000 |

### **Professional Service and Organizational Costs**

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

### **Administrative Costs**

The Village may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by Village employees relating to the implementation of the Plan.

### **Financing Costs**

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.



## **SECTION 6:**

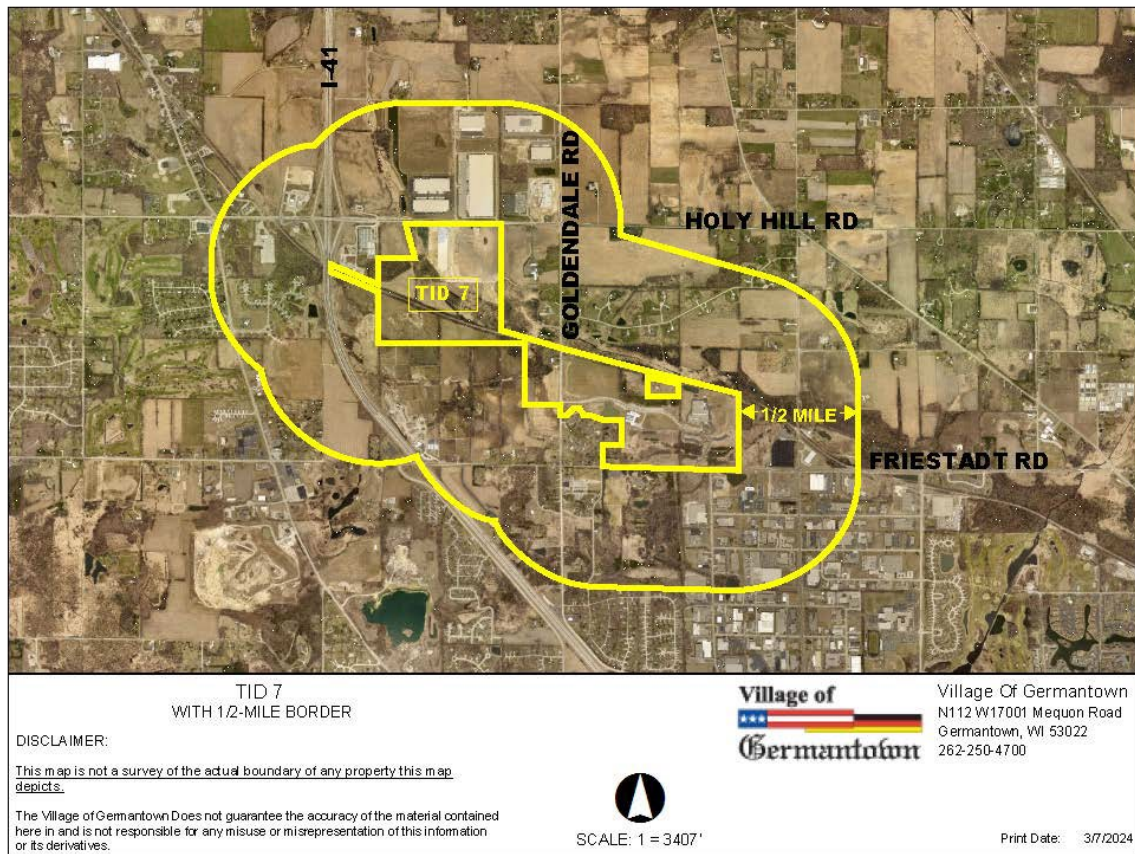
### **Map Showing Proposed Improvements and Uses**

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The District's boundaries are not being amended. The "Map Showing Proposed Improvements and Uses" can be found on the following pages.







## SECTION 7:

### Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the Village has made, expects to make, or may need to make in conjunction with the implementation of the District's Plan or this Plan Amendment. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan Amendment. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

| Project ID     | Project Name/Type                                                        | 2nd Amendment | Total     |
|----------------|--------------------------------------------------------------------------|---------------|-----------|
| 1              | Freistadt Road - High Point Pass to Interstate 41 (Road Re-construction) | 930,000       | 930,000   |
| 2              | Freistadt Road - High Point Pass to Interstate 41 (Sewer)                | 600,000       | 600,000   |
| 3              | Freistadt Road - High Point Pass to Interstate 41 (Water)                | 330,000       | 330,000   |
| 4              | Professional Service Costs - Administrative                              | 10,000        | 10,000    |
| Total Projects |                                                                          | 1,870,000     | 1,870,000 |
| Notes:         |                                                                          |               |           |

## **SECTION 8:**

### **Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred**

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This Section includes an updated forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how remaining Project Costs would be financed, and a projected cash flow demonstrating that the District remains economically feasible.

#### **Key Assumptions**

Project Costs the Village plans to make are expected to create \$64M in incremental value by 2025. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the Village's current equalized TID Interim tax rate of \$15.56 per thousand of equalized value and declining by 1% annually, and no economic appreciation or depreciation, the Project would generate \$14M in incremental tax revenue over the 20-year term of the District as shown in **Table 2**.

## Table 1 – Development Assumptions

| Construction Year |      | Actual     | Capstone #2 | Capstone # 3 | Annual Total | Construction Year |    |
|-------------------|------|------------|-------------|--------------|--------------|-------------------|----|
| 1                 | 2018 | 2,366,700  |             |              | 2,366,700    | 2018              | 1  |
| 2                 | 2019 | 2,424,100  |             |              | 2,424,100    | 2019              | 2  |
| 3                 | 2020 | (464,600)  |             |              | (464,600)    | 2020              | 3  |
| 4                 | 2021 | 2,507,600  |             |              | 2,507,600    | 2021              | 4  |
| 5                 | 2022 | 16,840,100 |             |              | 16,840,100   | 2022              | 5  |
| 6                 | 2023 |            | 17,000,000  |              | 17,000,000   | 2023              | 6  |
| 7                 | 2024 |            | 3,000,000   | 20,000,000   | 23,000,000   | 2024              | 7  |
| 8                 | 2025 |            |             |              | 0            | 2025              | 8  |
| 9                 | 2026 |            |             |              | 0            | 2026              | 9  |
| 10                | 2027 |            |             |              | 0            | 2027              | 10 |
| Totals            |      | 23,673,900 | 20,000,000  | 20,000,000   | 63,673,900   |                   |    |
| Notes:            |      |            |             |              |              |                   |    |

## Table 2 – Tax Increment Projection Worksheet

|                                 |                   |                        |           |
|---------------------------------|-------------------|------------------------|-----------|
| Type of District                | Industrial        | Base Value             | 9,642,400 |
| Creation Date                   | December 18, 2017 | Appreciation Factor    | 0.00%     |
| Valuation Date                  | Jan 1, 2018       | Base Tax Rate          | \$15.56   |
| Max Life (Years)                | 20                | Rate Adjustment Factor | -1.00%    |
| Expenditure Periods/Termination | 15 12/18/2032     |                        |           |
| Revenue Periods/Final Year      | 20 2039           |                        |           |
| Extension Eligibility/Years     | Yes 3             |                        |           |
| Adverse Impact Eligibility      |                   |                        |           |
| Recipient District              | No                |                        |           |

|               | Construction<br>Year | Value Added       | Valuation<br>Year | Inflation<br>Increment | Total<br>Increment | Revenue Year                     | Tax Rate | Tax<br>Increment  |
|---------------|----------------------|-------------------|-------------------|------------------------|--------------------|----------------------------------|----------|-------------------|
| 1             | 2018                 | 2,366,700         | 2019              | 0                      | 2,366,700          | 2020                             | \$17.76  | 42,025            |
| 2             | 2019                 | 2,424,100         | 2020              | 0                      | 4,790,800          | 2021                             | \$18.17  | 87,070            |
| 3             | 2020                 | (464,600)         | 2021              | 0                      | 4,326,200          | 2022                             | \$16.70  | 72,248            |
| 4             | 2021                 | 2,507,600         | 2022              | 0                      | 6,833,800          | 2023                             | \$15.56  | 106,364           |
| 5             | 2022                 | 16,840,100        | 2023              | 0                      | 23,673,900         | 2024                             | \$15.41  | 364,785           |
| 6             | 2023                 | 17,000,000        | 2024              | 0                      | 40,673,900         | 2025                             | \$15.25  | 620,466           |
| 7             | 2024                 | 23,000,000        | 2025              | 0                      | 63,673,900         | 2026                             | \$15.10  | 961,610           |
| 8             | 2025                 | 0                 | 2026              | 0                      | 63,673,900         | 2027                             | \$14.95  | 951,994           |
| 9             | 2026                 | 0                 | 2027              | 0                      | 63,673,900         | 2028                             | \$14.80  | 942,474           |
| 10            | 2027                 | 0                 | 2028              | 0                      | 63,673,900         | 2029                             | \$14.65  | 933,049           |
| 11            | 2028                 | 0                 | 2029              | 0                      | 63,673,900         | 2030                             | \$14.51  | 923,719           |
| 12            | 2029                 | 0                 | 2030              | 0                      | 63,673,900         | 2031                             | \$14.36  | 914,482           |
| 13            | 2030                 | 0                 | 2031              | 0                      | 63,673,900         | 2032                             | \$14.22  | 905,337           |
| 14            | 2031                 | 0                 | 2032              | 0                      | 63,673,900         | 2033                             | \$14.08  | 896,283           |
| 15            | 2032                 | 0                 | 2033              | 0                      | 63,673,900         | 2034                             | \$13.94  | 887,321           |
| 16            | 2033                 | 0                 | 2034              | 0                      | 63,673,900         | 2035                             | \$13.80  | 878,447           |
| 17            | 2034                 | 0                 | 2035              | 0                      | 63,673,900         | 2036                             | \$13.66  | 869,663           |
| 18            | 2035                 | 0                 | 2036              | 0                      | 63,673,900         | 2037                             | \$13.52  | 860,966           |
| 19            | 2036                 | 0                 | 2037              | 0                      | 63,673,900         | 2038                             | \$13.39  | 852,357           |
| 20            | 2037                 | 0                 | 2038              | 0                      | 63,673,900         | 2039                             | \$13.25  | 843,833           |
| <b>Totals</b> |                      | <b>63,673,900</b> |                   | <b>0</b>               |                    | <b>Future Value of Increment</b> |          | <b>13,914,494</b> |

Notes:  
Actual results will vary depending on development, inflation of overall tax rates.

## Financing and Implementation

Table 3 provides a summary of the District's financing plan.

Based on the Project Cost expenditures as included within the cash flow exhibit (Table 4), the District is projected to accumulate sufficient funds by the year 2036 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

**Table 3 – Financing Plan**

|                                    |              |                                               |
|------------------------------------|--------------|-----------------------------------------------|
|                                    |              | <b>G.O.<br/>Promissory<br/>Note<br/>2022A</b> |
| Projects                           |              |                                               |
| 2nd Amendment Costs                |              | 1,860,000                                     |
| Total Project Funds                |              | <u>1,860,000</u>                              |
| Estimated Finance Related Expenses |              | 50,850                                        |
| Underwriter Discount               | <b>11.00</b> | 21,120                                        |
| Capitalized Interest               |              |                                               |
| Total Financing Required           |              | 1,931,970                                     |
| Estimated Interest                 | <b>4.00%</b> | (12,400)                                      |
| Assumed spend down (months)        | 2            |                                               |
| Rounding                           |              | 430                                           |
| Net Issue Size                     |              | <b>1,920,000</b>                              |
| Notes:                             |              |                                               |



## Table 4 – Cash Flow

| Year                                                                                        | Projected Revenues |                             |                             |             |                   | Expenditures                        |                  |          |                                   |                      |                                                |                      |                                       |                       |                                             |                          |           |                                     |         |        |                          |                | Balances              |           | Year      |            |       |      |
|---------------------------------------------------------------------------------------------|--------------------|-----------------------------|-----------------------------|-------------|-------------------|-------------------------------------|------------------|----------|-----------------------------------|----------------------|------------------------------------------------|----------------------|---------------------------------------|-----------------------|---------------------------------------------|--------------------------|-----------|-------------------------------------|---------|--------|--------------------------|----------------|-----------------------|-----------|-----------|------------|-------|------|
|                                                                                             | Tax<br>Increments  | Interest on<br>Fund Balance | JW Speaker<br>Shortfall Pmt | Bid Premium | Total<br>Revenues | GO Bonds, Series 2018A<br>2,480,000 |                  |          | GO Notes, Series 2022A<br>710,000 |                      | Taxable GO Notes, Series<br>2022B<br>2,550,000 |                      | Water Revenue Bonds, 2022C<br>685,000 |                       | Water Revenue Bond, Series 2024A<br>697,000 |                          |           | GO Bonds, Series 2024B<br>1,920,000 |         |        | Professional<br>Services | Admin. +<br>3% | Total<br>Expenditures | Annual    |           | Cumulative |       |      |
|                                                                                             |                    |                             |                             |             |                   | Dated Date:<br>Principal            | 06/06/18<br>Rate | Interest | Dated Date:<br>Principal          | 05/25/22<br>Interest | Dated Date:<br>Principal                       | 05/25/22<br>Interest | Dated Date:<br>Principal              | 09/01/24<br>Est. Rate | Interest                                    | Dated Date:<br>Principal | Est. Rate | Interest                            |         |        |                          |                |                       |           |           |            |       |      |
|                                                                                             |                    |                             |                             |             |                   |                                     |                  |          |                                   |                      |                                                |                      |                                       |                       |                                             |                          |           |                                     |         |        |                          |                |                       |           |           |            |       |      |
| 2022                                                                                        |                    | 3.50%                       |                             |             |                   |                                     |                  |          |                                   |                      |                                                |                      |                                       |                       |                                             |                          |           |                                     |         |        |                          |                |                       |           |           |            |       |      |
| 2023                                                                                        | 106,364            | 16,193                      |                             |             | 18,488            | 141,044                             | 120,000          | 3.00%    | 74,430                            |                      | 32,860                                         |                      | 107,400                               |                       | 34,967                                      |                          |           |                                     |         |        | 5,000                    | 40,000         | 414,657               | (273,612) | 189,033   |            | 2022  |      |
| 2024                                                                                        | 364,785            | 6,616                       | 112,204                     |             |                   | 483,605                             | 120,000          | 3.00%    | 70,830                            |                      | 25,550                                         |                      | 83,508                                |                       | 24,069                                      |                          |           |                                     |         |        | 15,000                   | 41,200         | 380,156               | 103,449   | 292,482   |            | 2023  |      |
| 2025                                                                                        | 620,466            | 10,237                      | 118,454                     |             |                   | 749,157                             | 130,000          | 3.00%    | 67,080                            |                      | 24,050                                         |                      | 83,508                                | 30,000                | 23,469                                      | 8,000                    | 4.00%     | 52,075                              | 3.75%   | 72,000 | 5,000                    | 42,436         | 612,617               | 136,540   | 429,022   |            | 2024  |      |
| 2026                                                                                        | 961,610            | 15,016                      | 129,329                     |             |                   | 1,105,955                           | 145,000          | 3.00%    | 62,955                            | 85,000               | 20,850                                         | 300,000              | 78,633                                | 55,000                | 21,769                                      | 24,500                   | 4.00%     | 33,838                              | 3.75%   | 72,000 | 5,000                    | 43,709         | 948,253               | 157,702   | 586,724   |            | 2025  |      |
| 2027                                                                                        | 951,994            | 20,535                      | 129,904                     |             |                   | 1,102,433                           | 150,000          | 3.00%    | 58,530                            | 85,000               | 17,450                                         | 310,000              | 68,720                                | 60,000                | 19,469                                      | 25,500                   | 4.00%     | 32,588                              | 25,000  | 3.75%  | 72,000                   | 5,000          | 45,020                | 974,277   | 128,157   | 714,881    |       | 2026 |
| 2028                                                                                        | 942,474            | 25,021                      | 125,404                     |             |                   | 1,092,899                           | 150,000          | 3.00%    | 54,030                            | 90,000               | 13,950                                         | 325,000              | 58,401                                | 60,000                | 17,069                                      | 26,500                   | 4.00%     | 31,288                              | 25,000  | 3.75%  | 71,063                   | 5,000          | 46,371                | 973,671   | 119,228   | 834,109    |       | 2027 |
| 2029                                                                                        | 933,049            | 29,194                      |                             |             |                   | 962,243                             | 225,000          | 3.00%    | 48,405                            | 90,000               | 10,350                                         | 375,000              | 47,026                                | 60,000                | 14,669                                      | 27,500                   | 4.00%     | 29,938                              | 25,000  | 3.75%  | 70,125                   | 5,000          | 47,762                | 1,075,775 | (113,531) | 720,577    |       | 2028 |
| 2030                                                                                        | 923,719            | 25,220                      |                             |             |                   | 948,939                             | 300,000          | 3.00%    | 40,530                            | 95,000               | 7,125                                          | 400,000              | 34,433                                | 60,000                | 12,269                                      | 28,500                   | 4.00%     | 28,538                              | 50,000  | 3.75%  | 69,188                   | 5,000          | 49,195                | 1,179,776 | (230,837) | 489,740    |       | 2029 |
| 2031                                                                                        | 914,482            | 17,141                      |                             |             |                   | 931,623                             | 300,000          | 3.10%    | 31,380                            | 95,000               | 4,275                                          | 415,000              | 21,085                                | 65,000                | 10,094                                      | 29,500                   | 4.00%     | 27,088                              | 50,000  | 3.75%  | 67,313                   | 5,000          | 50,671                | 1,171,405 | (239,782) | 249,958    |       | 2030 |
| 2032                                                                                        | 905,337            | 8,749                       |                             |             |                   | 914,085                             | 300,000          | 3.15%    | 22,005                            | 95,000               | 1,425                                          | 425,000              | 7,119                                 | 65,000                | 8,103                                       | 31,000                   | 4.00%     | 25,575                              | 50,000  | 3.75%  | 65,438                   | 5,000          | 52,191                | 1,152,855 | (238,770) | 11,188     |       | 2031 |
| 2033                                                                                        | 896,283            | 392                         |                             |             |                   | 896,675                             | 540,000          | 3.20%    | 8,640                             |                      |                                                |                      |                                       | 70,000                | 5,950                                       | 32,000                   | 4.00%     | 24,000                              | 75,000  | 3.75%  | 63,563                   | 5,000          | 53,757                | 877,909   | 18,766    | 29,954     |       | 2032 |
| 2034                                                                                        | 887,321            | 1,048                       |                             |             |                   | 888,369                             |                  |          |                                   |                      |                                                |                      |                                       | 70,000                | 3,631                                       | 33,500                   | 4.00%     | 22,363                              | 500,000 | 3.75%  | 60,750                   | 5,000          | 55,369                | 750,613   | 137,756   | 167,710    |       | 2033 |
| 2035                                                                                        | 878,447            | 5,870                       |                             |             |                   | 884,317                             |                  |          |                                   |                      |                                                |                      |                                       | 70,000                | 1,225                                       | 34,500                   | 4.00%     | 20,663                              | 550,000 | 3.75%  | 42,000                   | 5,000          | 57,030                | 780,418   | 103,899   | 271,609    |       | 2034 |
| 2036                                                                                        | 869,663            | 9,506                       |                             |             |                   | 879,169                             |                  |          |                                   |                      |                                                |                      |                                       |                       |                                             | 36,000                   | 4.00%     | 18,900                              | 570,000 | 3.75%  | 21,375                   | 20,000         | 58,741                | 725,016   | 154,153   | 425,762    |       | 2035 |
| 2037                                                                                        | 860,966            | 14,902                      |                             |             |                   | 875,868                             |                  |          |                                   |                      |                                                |                      |                                       |                       |                                             | 38,000                   | 4.00%     | 17,050                              |         |        |                          |                | 60,504                | 115,554   | 760,314   | 1,186,077  |       | 2036 |
| 2038                                                                                        | 852,357            | 41,513                      |                             |             |                   | 893,869                             |                  |          |                                   |                      |                                                |                      |                                       |                       |                                             | 39,500                   | 4.00%     | 15,113                              |         |        |                          |                | 62,319                | 116,931   | 776,938   | 1,963,015  |       | 2037 |
| 2039                                                                                        | 843,833            | 68,706                      |                             |             |                   | 912,539                             |                  |          |                                   |                      |                                                |                      |                                       |                       |                                             | 282,500                  | 4.00%     | 13,088                              |         |        |                          |                | 64,188                | 359,776   | 552,763   | 2,515,778  |       | 2038 |
| Total                                                                                       | 13,713,151         | 315,857                     | 615,295                     | 18,488      | 14,662,791        | 2,480,000                           |                  | 538,815  | 710,000                           | 157,885              | 2,550,000                                      | 589,831              | 665,000                               | 196,751               | 697,000                                     |                          | 392,100   | 1,920,000                           | 746,813 | 95,000 | 870,464                  | 12,609,658     |                       |           |           |            | Total | 2039 |
| Notes: The 2024A issue is the previously approved TID 7 portion of the future well project. |                    |                             |                             |             |                   |                                     |                  |          |                                   |                      |                                                |                      |                                       |                       |                                             |                          |           |                                     |         |        |                          |                |                       |           |           |            |       |      |

## **SECTION 9:**

### **Annexed Property**

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A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. No territory is being added to the District as part of this Plan Amendment.

## **SECTION 10:**

### **Estimate of Property to be Devoted to Retail Business**

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Pursuant to Wis. Stat. § 66.1105(5)(b), the Village estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

## **SECTION 11:**

### **Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and Village Ordinances**

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#### **Zoning Ordinances**

The proposed Plan Amendment is in general conformance with the Village's current zoning ordinances. Individual properties may require rezoning at the time of development. Land within the District zoned industrial at the time of District creation will remain in a zoning classification suitable for industrial sites for the life of the District.

#### **Master (Comprehensive) Plan and Map**

The proposed Plan Amendment is in general conformance with the Village's Comprehensive Plan identifying the area as appropriate for industrial development.

#### **Building Codes and Ordinances**

Development within the District will be required to conform to State Building Codes and will be subject to the Village's permitting and inspection procedures. The proposed Plan Amendment conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

## **SECTION 12:**

### **Statement of the Proposed Method for the Relocation of any Persons to be Displaced**

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Should the continued implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

## **SECTION 13:**

### **How Amendment of the Tax Incremental District Promotes the Orderly Development of the Village**

---

This Plan Amendment promotes the orderly development of the Village by creating opportunities for mixed use development and by providing necessary public infrastructure improvements. Through use of tax increment financing, the Village can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as increased employment opportunities.

## SECTION 14:

### List of Estimated Non-Project Costs

---

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The Plan includes the following non-project costs:

|                                                                          |         |
|--------------------------------------------------------------------------|---------|
| Freistadt Road - High Point Pass to Interstate 41 (Road Re-construction) | 930,000 |
| Freistadt Road - High Point Pass to Interstate 41 (Sewer)                | 600,000 |
| Freistadt Road - High Point Pass to Interstate 41 (Water)                | 330,000 |

Approximately 50% of each of the costs listed above or \$1,860,000 are non-TID project costs being paid from other sources.

## **SECTION 15:**

### **Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)**

---

**NEED WET SIGNATURE & DATED LEGAL OPINION ON ATTORNEY LETTERHEAD**

**SAMPLE**

Village President  
Village of Germantown  
N112 W17001 Mequon Rd  
Germantown, Wisconsin 53022

RE: Project Plan Amendment for Tax Incremental District No. 7

Dear Village President:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the Village Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105. As Village Attorney for the Village of Germantown, I have been asked to review the above-referenced project plan amendment for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the amended Project Plan for the Village of Germantown Tax Incremental District No. 7 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

Village Attorney



## SECTION 16:

### Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

| Revenue<br>Year | Washington<br>County | Village of<br>Germantown | Germantown<br>School District | Milwaukee<br>Area Technical | Total             | Revenue<br>Year |
|-----------------|----------------------|--------------------------|-------------------------------|-----------------------------|-------------------|-----------------|
| 2020            | 4,612                | 13,789                   | 21,308                        | 2,316                       | 42,025            | 2020            |
| 2021            | 9,555                | 28,570                   | 44,147                        | 4,799                       | 87,070            | 2021            |
| 2022            | 7,929                | 23,706                   | 36,631                        | 3,982                       | 72,248            | 2022            |
| 2023            | 11,673               | 34,900                   | 53,929                        | 5,862                       | 106,364           | 2023            |
| 2024            | 40,032               | 119,694                  | 184,955                       | 20,104                      | 364,785           | 2024            |
| 2025            | 68,091               | 203,588                  | 314,592                       | 34,195                      | 620,466           | 2025            |
| 2026            | 105,529              | 315,524                  | 487,561                       | 52,996                      | 961,610           | 2026            |
| 2027            | 104,474              | 312,369                  | 482,686                       | 52,466                      | 951,994           | 2027            |
| 2028            | 103,429              | 309,245                  | 477,859                       | 51,941                      | 942,474           | 2028            |
| 2029            | 102,395              | 306,153                  | 473,080                       | 51,422                      | 933,049           | 2029            |
| 2030            | 101,371              | 303,091                  | 468,349                       | 50,907                      | 923,719           | 2030            |
| 2031            | 100,357              | 300,060                  | 463,666                       | 50,398                      | 914,482           | 2031            |
| 2032            | 99,354               | 297,060                  | 459,029                       | 49,894                      | 905,337           | 2032            |
| 2033            | 98,360               | 294,089                  | 454,439                       | 49,395                      | 896,283           | 2033            |
| 2034            | 97,376               | 291,148                  | 449,894                       | 48,901                      | 887,321           | 2034            |
| 2035            | 96,403               | 288,237                  | 445,396                       | 48,412                      | 878,447           | 2035            |
| 2036            | 95,439               | 285,354                  | 440,942                       | 47,928                      | 869,663           | 2036            |
| 2037            | 94,484               | 282,501                  | 436,532                       | 47,449                      | 860,966           | 2037            |
| 2038            | 93,539               | 279,676                  | 432,167                       | 46,975                      | 852,357           | 2038            |
| 2039            | 92,604               | 276,879                  | 427,845                       | 46,505                      | 843,833           | 2039            |
| <b>Totals</b>   | <b>1,527,006</b>     | <b>4,565,633</b>         | <b>7,055,008</b>              | <b>766,847</b>              | <b>13,914,494</b> |                 |

# **AMENDMENT TO TAX INCREMENTAL DISTRICT (TID) No. 8**

**4-8-24 Plan Commission Meeting**

## **Germantown Community Development Department**

**Village Planner Report**

**Germantown, Wisconsin**

### **BACKGROUND**

Tax Incremental District No. 8 (TID8) is a 224.8 acre “Industrial” District located north of Holy Hill Road, east of I-41, south of Rockfield Road, and west of Goldendale Road (see attached map). TID8 was created in 2018 to provide infrastructure financing related to the Germantown Gateway Corporate Park and to promote additional industrial development along the Holy Hill corridor.

The original Project Plan for TID8 included infrastructure projects totaling \$14.2 million that would yield land and improvement value added in the new industrial district to approximately \$88.25 million with a tax increment value of \$11.1 million over the 20-year life of the TID. However, to date, the amount of value added has reached approximately \$208.7 million.

### **PROPOSAL**

As detailed in the amended Project Plan for TID8 (copy attached), the purpose for this amendment is to add \$4,945,000 in project cost for the following improvements to be completed within ½ mile of the TID8 boundary (see attached map):

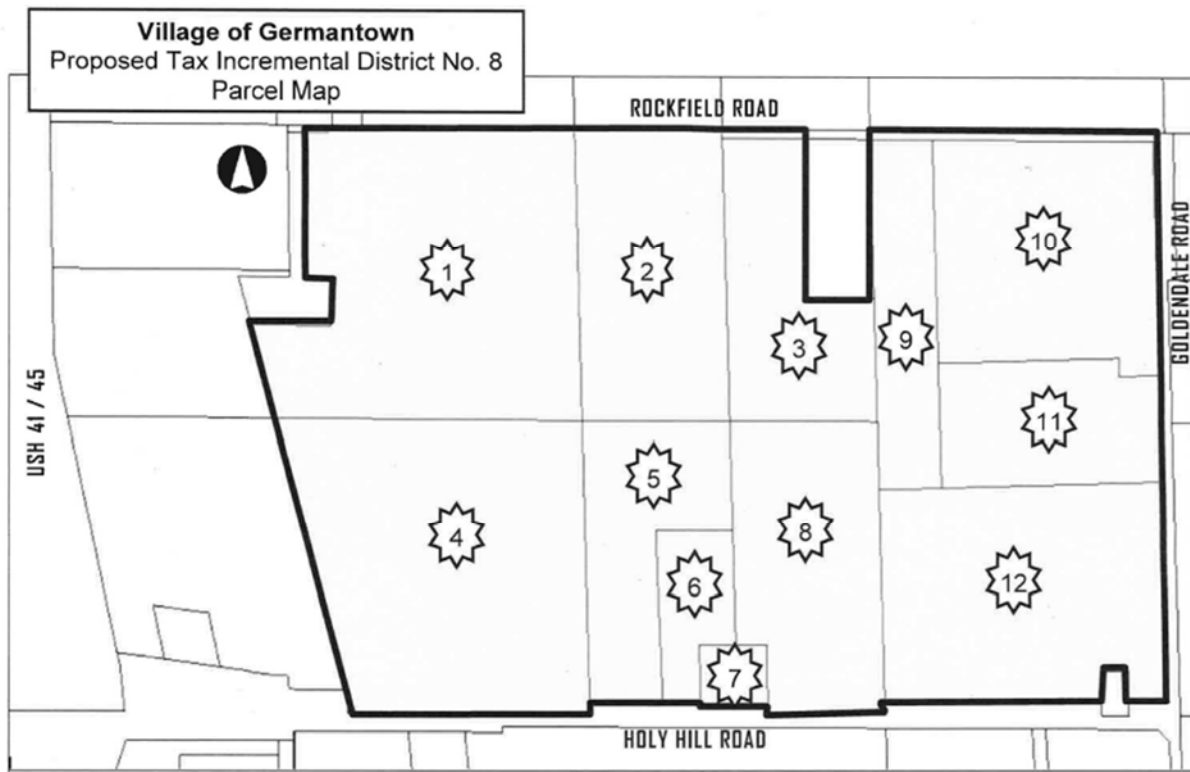
- Rockfield Road urban design re-construction (Goldendale to Gateway Crossing)
- Rockfield Road sewer installation (Goldendale to Gateway Crossing)
- Rockfield Road water installation (Goldendale to Gateway Crossing)
- Rockfield Road sewer installation (i-41 to Gateway Crossing)
- The construction of High Point Pass, a new public “frontage road” south of Holy Hill Road to the WSOR railroad;

Although the Village anticipates development will occur as a result of the Rockfield Road improvements, no additional improvement value has been added in the Project Plan assumptions. The Village anticipates that the proposed TID8 amendment will generate sufficient tax increment to pay all project costs within 9 years of the maximum allowable 20 years.

### **PROCESS**

As with previous TID proposals, the Plan Commission is responsible for holding a public hearing of the amended TID8 Project Plan prior to making a recommendation to the Village Board and the TID8 Joint Review Board through action on a proposed resolution (copy attached).

Additional information will be provided as part of the public hearing and prior to discussion of the proposed resolution by Village staff and Ehlers, the Village’s financial consultant.



**PLAN COMMISSION  
RESOLUTION NO. 02-2024**

**RESOLUTION APPROVING AN AMENDMENT TO THE PROJECT PLAN  
FOR TAX INCREMENTAL DISTRICT NO. TAX INCREMENTAL DISTRICT NO. 8**

WHEREAS, the Village of Germantown (the "Village") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the Village; and

WHEREAS, Tax Incremental District No. 8 (the "District") was created by the Village on July 2, 2018 as an industrial district; and

WHEREAS, the Village now desires to amend the Project Plan of the District (the "Amendment") in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, such Amendment will amend the categories, locations or costs of project costs to be made as permitted under Wisconsin Statutes Section 66.1105(4)(h)1.

WHEREAS, an amended Project Plan for the District (the "Amendment") has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and Village ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the Village;
- k. An opinion of the Village Attorney or of an attorney retained by the Village advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f); and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Washington County, the Germantown School District, and the Milwaukee Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on April 8, 2024 held a public hearing concerning the proposed amendment to the District's Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the Village of Germantown that:

1. The boundaries of Tax Incremental District No. 8 will not change as a result of this Amendment and will remain as designated in Exhibit A of this Resolution.
2. It approves and adopts the amended Project Plan for the District, attached as Exhibit B, and recommends its approval to the Village Board.
3. Amendment of the District's Project Plan promotes orderly development in the Village.

Adopted this 8<sup>TH</sup> day of April, 2024.

---

Dean Wolter, Plan Commission Chair

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Laura Johnson, Secretary of the Plan Commission

**EXHIBIT A -**

**TAX INCREMENTAL DISTRICT NO. 8  
BOUNDARY MAP**

[INCLUDED IN PROJECT PLAN]

**EXHIBIT B -**

**PROJECT PLAN**

[DISTRIBUTED SEPARATELY]

**NOTICE OF PUBLIC HEARING  
AND JOINT REVIEW BOARD MEETING  
VILLAGE OF GERMANTOWN, WISCONSIN**

NOTICE IS HEREBY GIVEN that the Village of Germantown will hold a Joint Review Board meeting on April 8, 2024 at 6:00 PM.

The meeting will be held at the Germantown Village Hall, located at N112 W17001 Mequon Rd.

**Join from the meeting link**

<https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mb07597633e8dcf91fff1bb6d88dabe16>

**Join by meeting number**

Meeting number (access code): 2550 486 1925

Meeting password: HXmeWpAM272

**Tap to join from a mobile device (attendees only)**

[+1-408-418-9388](tel:+14084189388),,25504861925## United States Toll

The purpose of the meeting is to organize the Joint Review Board for consideration of the Village's proposal to amend Tax Incremental Districts No. 7 & 8.

NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Germantown will hold a public hearing on April 8, 2024 at 6:30 PM.

The meeting will be held at the Germantown Village Hall, located at N112 W17001 Mequon Rd.



**Join from the meeting link**

<https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m3e60c9657945a5ad89155bdbfd3c356f>

**Join by meeting number**

Meeting number (access code): 2553 216 2843

Meeting password: qRNiKJrY345

**Tap to join from a mobile device (attendees only)**

[+1-408-418-9388](tel:+14084189388),25532162843## United States Toll

**Join by phone**

+1-408-418-9388 United States Toll

[Global call-in numbers](#)

The hearing will be held to provide the public a reasonable opportunity to comment on the proposed amendments to the Project Plan for Tax Incremental Districts No. 7 & 8.

**TID No. 7 Amendment:**

Based on the planned use of properties within its boundaries at time of creation, territory within the District was previously identified as suitable for industrial development.

Projects to be undertaken within the District and costs to be incurred (Project Costs) will continue to be for the purpose of promoting industrial development and will include acquisition of property, rights of way or easements, site preparation, installation or rehabilitation of utilities and streets, professional services and organizational costs, administrative costs, financing costs and other costs as may be necessary to implement the District's Project Plan. Projects will be undertaken within the District's proposed boundary and in areas located in the Village within ½ mile of that boundary.

As permitted under Wisconsin Statutes Section 66.1105(4)(h)1., the list of estimated Project Costs in the current Project Plan would be amended and increased by approximately \$1,520,000.

**TID No. 8 Amendment:**

Based on the planned use of properties within its boundaries at time of creation, territory within the District was previously identified as suitable for industrial development.

Projects to be undertaken within the District and costs to be incurred (Project Costs) will continue to be for the purpose of promoting industrial development and will include acquisition of property, rights of way or easements, site preparation, installation or rehabilitation of utilities and streets, professional services and organizational costs, administrative costs, financing costs and other costs as may be necessary to implement the District's Project Plan. Projects will be undertaken within the District's proposed boundary and in areas located in the Village within ½ mile of that boundary.

As permitted under Wisconsin Statutes Section 66.1105(4)(h)1., the list of estimated Project Costs in the current Project Plan would be amended and increased approximately \$5,375,000.

All interested parties will be given a reasonable opportunity to comment on the proposed amendments to the District Project Plans. A copy of the proposed amendments to the District Project Plans, is available for public inspection and will be provided on request during normal business hours at the office of the Village Clerk at the Germantown Village Hall, located at N112 W17001 Mequon Rd. This information can also be viewed on the Village's website at <https://www.germantownwi.gov/742/Agendas-Minutes>

By Order of the Village of Germantown, Wisconsin

*Published March 27, 2024*

April 3, 2024

PROJECT PLAN AMENDMENT

# Village of Germantown, Wisconsin

## Tax Incremental District No. 8



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Prepared by:

Ehlers  
N19W24400 Riverwood Drive,  
Suite 100  
Waukesha, WI 53188

---

**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

## KEY DATES

|                                                 |                              |
|-------------------------------------------------|------------------------------|
| Organizational Joint Review Board Meeting Held: | Scheduled for April, 8, 2024 |
| Public Hearing Held:                            | Scheduled for April 8, 2024  |
| Approval by Plan Commission:                    | Scheduled for April 8, 2024  |
| Adoption by Village Board:                      | Scheduled for April 15, 2024 |
| Approval by the Joint Review Board:             | Scheduled for TBD            |

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## **SECTION 1:**

### **Executive Summary**

---

#### **DESCRIPTION OF DISTRICT**

Tax Incremental District (“TID”) No. 8 (“District”) is a 224.8- acre Industrial District created on July 2, 2018. The District was created to:

- The District was created in collaboration with Zilber Property Group to support industrial development on the west side of the Village.
- The District was to pay development incentives and public infrastructure to promote industrial development.

#### **Purpose of Amendment**

The purpose of this amendment, referred to hereafter as the Plan, the Amendment, or the Plan Amendment, is to:

- Amend the categories, locations or costs of project costs to be made as permitted under Wis. Stat. § 66.1105(4)(h)1. (“Project”).

#### **Estimated Total Project Cost Expenditures**

The Village anticipates making total expenditures of approximately \$4,945,000 (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$2.5M for road construction and reconstruction, \$1.9M in sewer costs, \$540K in water costs, and \$15K in professional services.

#### **Incremental Valuation**

The Village isn’t projecting additional development, but the improvements proposed in this amendment will support the existing and future development in TID 8. However, currently, no additional development is being added to the development assumptions. A table detailing current development assumptions, timing, and associated values is included in the Economic Feasibility Study located within this Plan.

#### **Expected Termination of District**

Based on the Economic Feasibility Study located within Section 9 of this Plan, the Village anticipates that the District will generate sufficient tax increment to pay all Project Costs within 9 of its allowable 20 years.

#### **Summary of Findings**

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the Village. In reaching this determination, the Village has considered:

The substantial investment needed to provide the public infrastructure necessary to support TID 8 and continue to allow for future development within the District. Absent the use of tax incremental financing, the Village is unable to fully fund this program of infrastructure improvements.

2. **The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the Village has considered the following information:**

That the Developer is likely to purchase goods and services from local suppliers in construction of the Project, and induced effects of employee households spending locally for goods and services from retailers, restaurants and service companies.

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.** As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the Village finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
4. The boundaries of the District are not being amended.
5. That Project Costs relate directly to promoting industrial development in the District, consistent with the purpose for which the District is created.
6. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
7. The Plan for the District is feasible and is in conformity with the Master Plan of the Village.

8. The Village estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).

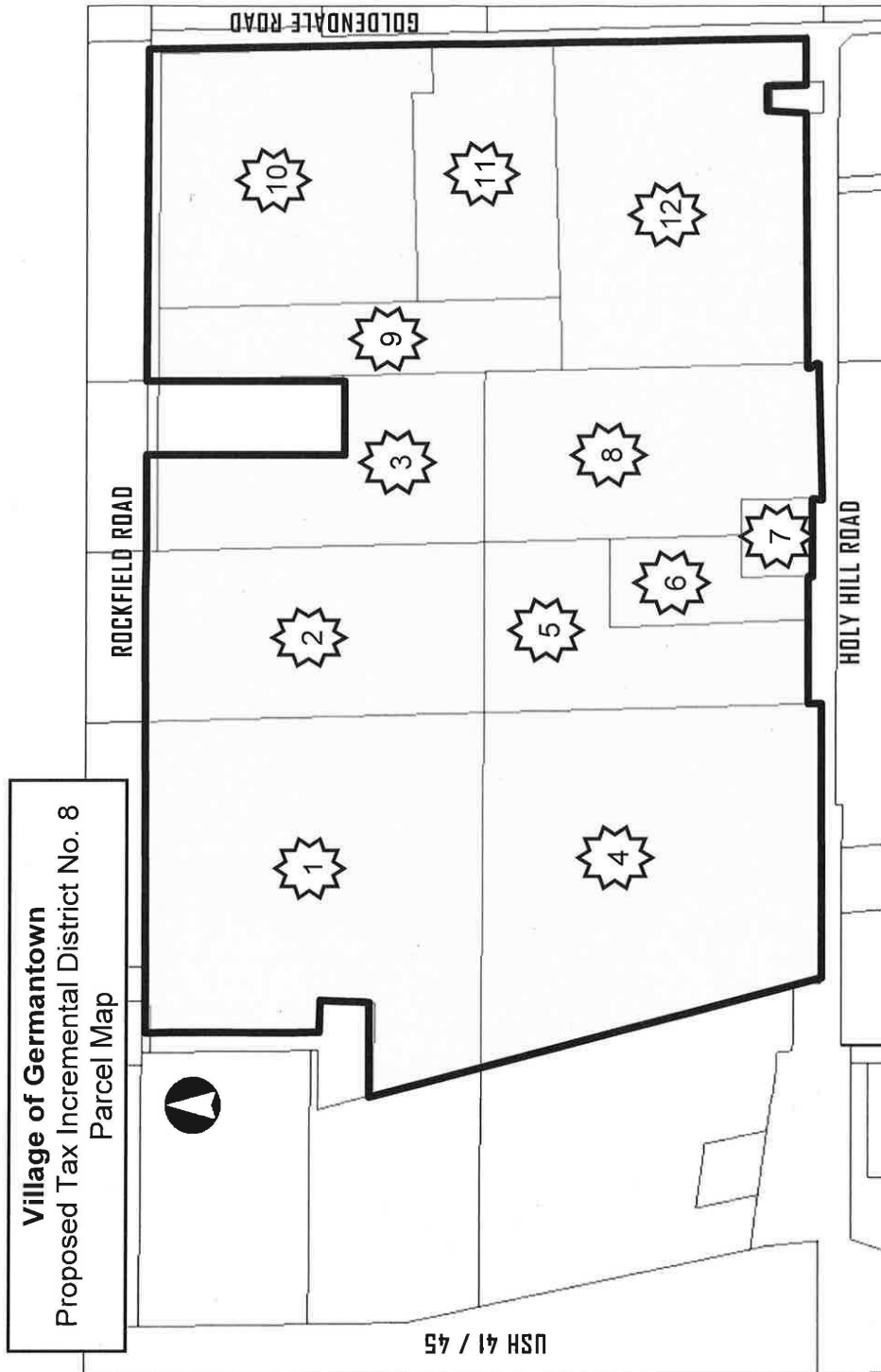
## **SECTION 2:**

### **Map of Current District Boundary**

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A map identifying the current boundaries of the District is found on the following page. The District's boundaries are not being amended.





## **SECTION 3:**

### **Map Showing Existing Uses and Conditions**

---

The District's boundaries are not being amended. The "Map Showing Existing Uses and Conditions" included within the District's original Project Plan dated July 2, 2018 remains unchanged and is incorporated by reference as part of this Plan Amendment.

## **SECTION 4:**

### **Equalized Value Test**

---

No territory will be added to the District. Demonstration of compliance with the equalized value test is not required for this Plan Amendment.

## **SECTION 5:**

### **Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District**

---

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

The “Statement of Kind, Number and Location of Proposed Public Works and Other Projects” set forth in the original District Project Plan approved on July 2, 2018 is amended to add the following Project Costs that the Village has made, expects to make, or may need to make, in conjunction with the implementation of the District’s Plan or this Plan Amendment.

#### **Property, Right-of-Way and Easement Acquisition**

##### **Property Acquisition for Development**

To promote and facilitate development the Village may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the Village from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the Village to acquire property and make it suitable for development exceed the revenues or other consideration received from the

sale or lease of that property, the net amount shall be considered “real property assembly costs” as defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

### **Property Acquisition for Conservancy**

To promote the objectives of this Plan, the Village may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

### **Acquisition of Rights-of-Way**

The Village may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the Village to identify, negotiate and acquire rights-of-way are eligible Project Costs.

### **Acquisition of Easements**

The Village may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the Village to identify, negotiate and acquire easement rights are eligible Project Costs.

### **Relocation Costs**

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

## **Site Preparation Activities**

### **Environmental Audits and Remediation**

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the Village related to environmental audits, testing, and remediation are eligible Project Costs.

### **Site Grading**

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The Village may need to remove and dispose of excess material or bring in fill material to provide for proper site elevations. Expenses incurred by the Village for site grading are eligible Project Costs.

### **Utilities**

#### **Sanitary Sewer System Improvements**

To allow development to occur, the Village may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the Village will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Village construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

#### **Water System Improvements**

To allow development to occur, the Village may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the Village will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Village construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District

which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Stormwater Management System Improvements**

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the Village may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the Village will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Village construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Electric Service**

To create sites suitable for development, the Village may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the Village to undertake this work are eligible Project Costs.

### **Gas Service**

To create sites suitable for development, the Village may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the Village to undertake this work are eligible Project Costs.

### **Communications Infrastructure**

To create sites suitable for development, the Village may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the Village to undertake this work are eligible Project Costs.

## **Streets and Streetscape**

### **Street Improvements**

To allow development to occur, the Village may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

### **Streetscaping and Landscaping**

To attract development consistent with the objectives of this Plan, the Village may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the Village are eligible costs.

### **Projects Outside the Tax Increment District**

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the Village may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the Village's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs and may include any project cost that would otherwise be eligible if undertaken within the District. The Village intends to make the following project cost expenditures outside the District:

|                                                              |  |           |
|--------------------------------------------------------------|--|-----------|
| Rockfield Road - Goldendale to Gateway (Road Reconstruction) |  | 1,380,000 |
| Rockfield Road - Goldendale to Gateway (Sewer)               |  | 880,000   |
| Rockfield Road - Goldendale to Gateway (Water)               |  | 540,000   |
| Rockfield Road - Gateway Crossing to I 41 (Sewer)            |  | 1,050,000 |
| High Point Pass - Holy Hill to Railroad (Road Construction)  |  | 1,080,000 |

### **Professional Service and Organizational Costs**

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the



undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

### **Administrative Costs**

The Village may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by Village employees relating to the implementation of the Plan.

### **Financing Costs**

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

## **SECTION 6:**

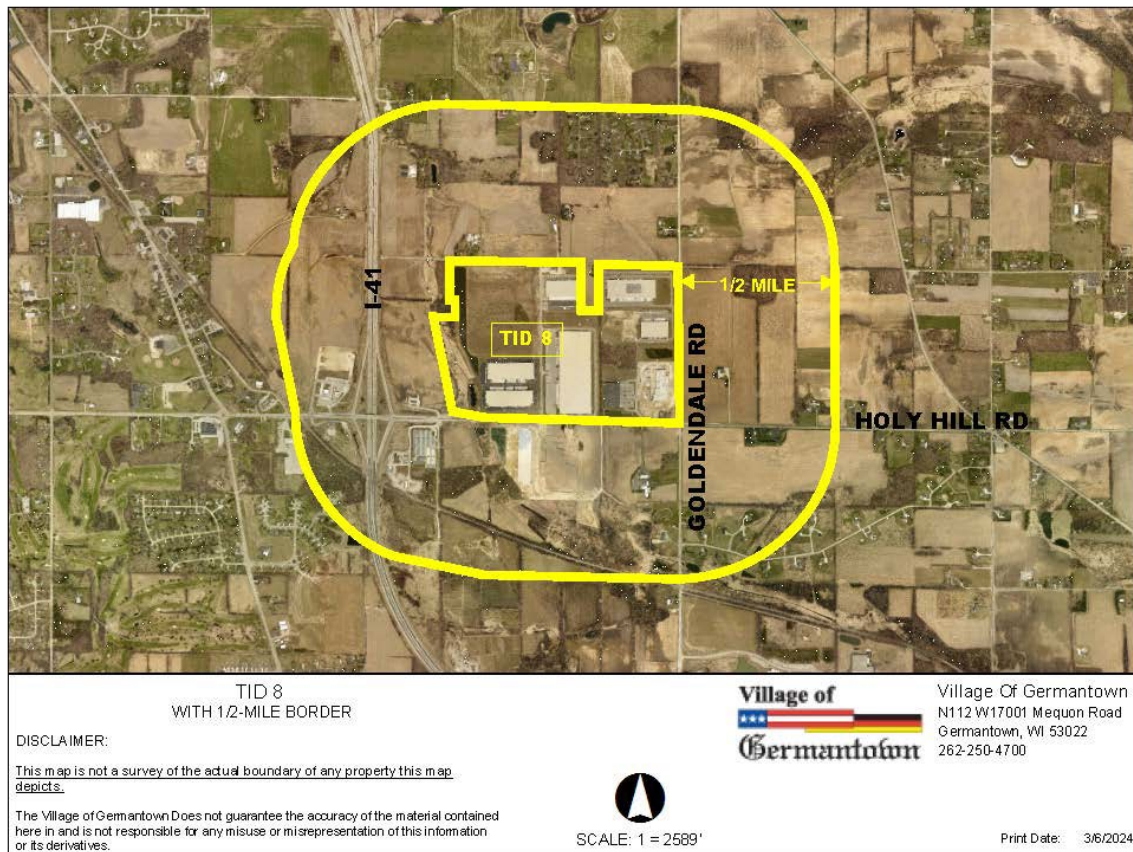
### **Map Showing Proposed Improvements and Uses**

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The District's boundaries are not being amended. The "Map Showing Proposed Improvements and Uses" can be found on the following pages.







## SECTION 7:

### Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the Village has made, expects to make, or may need to make in conjunction with the implementation of the District's Plan or this Plan Amendment. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan Amendment. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

| Project ID                                                         | Project Name/Type                                            | 1st<br>Amendment | Total (Note 1)   |
|--------------------------------------------------------------------|--------------------------------------------------------------|------------------|------------------|
| 1                                                                  | Rockfield Road - Goldendale to Gateway (Road Reconstruction) | 1,380,000        | 1,380,000        |
| 2                                                                  | Rockfield Road - Goldendale to Gateway (Sewer)               | 880,000          | 880,000          |
| 3                                                                  | Rockfield Road - Goldendale to Gateway (Water)               | 540,000          | 540,000          |
| 4                                                                  | Rockfield Road - Gateway Crossing to I 41 (Sewer)            | 1,050,000        | 1,050,000        |
| 5                                                                  | High Point Pass - Holy Hill to Railroad (Road Construction)  | 1,080,000        | 1,080,000        |
| 6                                                                  | Professional Service Costs - Administrative                  | 15,000           | 15,000           |
| Total Projects                                                     |                                                              | <u>4,945,000</u> | <u>4,945,000</u> |
| Notes:                                                             |                                                              |                  |                  |
| Note 1 Project costs are estimates and are subject to modification |                                                              |                  |                  |

## **SECTION 8:**

### **Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred**

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This Section includes an updated forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how remaining Project Costs would be financed, and a projected cash flow demonstrating that the District remains economically feasible.

#### **Key Assumptions**

The Project Costs the Village plans to make are expected to create \$208M in incremental value by 2025. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the Village's current equalized TID Interim tax rate of \$15.56 per thousand of equalized value and declining annually by 1%, and no economic appreciation or depreciation, the Project would generate \$50M in incremental tax revenue over the 20-year term of the District as shown in Table 2.

## Table 1 – Development Assumptions

| Construction Year |      | Actual      | Zilber #6  | Dickman -<br>Golden Pet | Annual Total | Construction Year |    |
|-------------------|------|-------------|------------|-------------------------|--------------|-------------------|----|
| 1                 | 2019 | 13,359,300  |            |                         | 13,359,300   | 2019              | 1  |
| 2                 | 2020 | 61,107,600  |            |                         | 61,107,600   | 2020              | 2  |
| 3                 | 2021 | 28,092,100  |            |                         | 28,092,100   | 2021              | 3  |
| 4                 | 2022 | 78,122,200  |            |                         | 78,122,200   | 2022              | 4  |
| 5                 | 2023 |             | 20,000,000 |                         | 20,000,000   | 2023              | 5  |
| 6                 | 2024 |             |            | 8,000,000               | 8,000,000    | 2024              | 6  |
| 7                 | 2025 |             |            |                         | 0            | 2025              | 7  |
| 8                 | 2026 |             |            |                         | 0            | 2026              | 8  |
| 9                 | 2027 |             |            |                         | 0            | 2027              | 9  |
| 10                | 2028 |             |            |                         | 0            | 2028              | 10 |
| Totals            |      | 180,681,200 | 20,000,000 | 8,000,000               | 208,681,200  |                   |    |

Notes:

## Table 2 – Tax Increment Projection Worksheet

|                                |              |                        |         |
|--------------------------------|--------------|------------------------|---------|
| Type of District               | Industrial   | Base Value             | 640,700 |
| District Creation Date         | July 2, 2018 | Appreciation Factor    | 0.00%   |
| Valuation Date                 | Jan 1, 2018  | Current Tax Rate       | \$15.56 |
| Max Life (Years)               | 20           | Rate Adjustment Factor | -1.00%  |
| Expenditure Period/Termination | 15 7/2/2033  |                        |         |
| Revenue Periods/Final Year     | 20 2038      |                        |         |
| Extension Eligibility/Years    | Yes 3        |                        |         |
| Eligible Recipient District    | No           |                        |         |

| Construction      | Valuation   | Inflation  | Total     | Revenue | Tax                       |
|-------------------|-------------|------------|-----------|---------|---------------------------|
| Year              | Value Added | Year       | Increment | Year    | Rate                      |
| Tech College Ext. |             |            |           |         |                           |
| 1                 | 2018        | 0          | 0         | 2020    | \$17.76                   |
| 2                 | 2019        | 13,359,300 | 0         | 2021    | \$18.17                   |
| 3                 | 2020        | 61,107,600 | 0         | 2022    | \$16.70                   |
| 4                 | 2021        | 28,092,100 | 0         | 2023    | \$15.56                   |
| 5                 | 2022        | 78,122,200 | 0         | 2024    | \$15.41                   |
| 6                 | 2023        | 20,000,000 | 0         | 2025    | \$15.25                   |
| 7                 | 2024        | 8,000,000  | 0         | 2026    | \$15.10                   |
| 8                 | 2025        | 0          | 0         | 2027    | \$14.95                   |
| 9                 | 2026        | 0          | 0         | 2028    | \$14.80                   |
| 10                | 2027        | 0          | 0         | 2029    | \$14.65                   |
| 11                | 2028        | 0          | 0         | 2030    | \$14.51                   |
| 12                | 2029        | 0          | 0         | 2031    | \$14.36                   |
| 13                | 2030        | 0          | 0         | 2032    | \$14.22                   |
| 14                | 2031        | 0          | 0         | 2033    | \$14.08                   |
| 15                | 2032        | 0          | 0         | 2034    | \$13.94                   |
| 16                | 2033        | 0          | 0         | 2035    | \$13.80                   |
| 17                | 2034        | 0          | 0         | 2036    | \$13.66                   |
| 18                | 2035        | 0          | 0         | 2037    | \$13.52                   |
| 19                | 2036        | 0          | 0         | 2038    | \$13.39                   |
| 20                | 2037        | 0          | 0         | 2039    | \$13.25                   |
| <b>Totals</b>     |             |            |           |         |                           |
|                   |             |            |           |         | Future Value of Increment |

Notes:

Actual results will vary depending on development, inflation of overall tax rates.



## Financing and Implementation

Table 3 provides a summary of the District's financing plan.

Based on the Project Cost expenditures as included within the cash flow exhibit (Table 4), the District is projected to accumulate sufficient funds by the year 2032 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

**Table 3 – Financing Plan**

|                                       |              |                            |
|---------------------------------------|--------------|----------------------------|
|                                       |              | <b>G.O. Bond<br/>2024B</b> |
| Projects                              |              |                            |
| TID #8 Infrastructure - 1st Amendment |              | 4,930,000                  |
| Total Project Funds                   |              | <u>4,930,000</u>           |
| Estimated Finance Related Expenses    |              | 55,850                     |
| Underwriter Discount                  | <b>11.00</b> | 55,110                     |
| Total Financing Required              |              | 5,040,960                  |
| Estimated Interest                    | <b>4.00%</b> | (32,867)                   |
| Assumed spend down (months)           | 2            |                            |
| Rounding                              |              | 1,907                      |
| Net Issue Size                        |              | <b>5,010,000</b>           |
| Notes:                                |              |                            |

## Table 4 – Cash Flow

| Year                                                                                        | Projected Revenues |                                 |                  |                   | Expenditures                                |       |           |                                          |       |          |                                                  |       |           |                                              |          |                                                    |           |           |                                                    | Balances  |          |                                |           | Year       |                       |            |            |       |      |
|---------------------------------------------------------------------------------------------|--------------------|---------------------------------|------------------|-------------------|---------------------------------------------|-------|-----------|------------------------------------------|-------|----------|--------------------------------------------------|-------|-----------|----------------------------------------------|----------|----------------------------------------------------|-----------|-----------|----------------------------------------------------|-----------|----------|--------------------------------|-----------|------------|-----------------------|------------|------------|-------|------|
|                                                                                             | Tax<br>Increments  | Interest<br>Earnings/<br>(Cost) | Misc.<br>Revenue | Total<br>Revenues | Tax Exempt Bonds, Series 2019A<br>6,725,000 |       |           | Taxable Bonds, Series 2019B<br>1,755,000 |       |          | GO Corp Purpose Bonds, Series 2019D<br>7,850,000 |       |           | Municipal Rev. Obligation (MRO)<br>1,000,000 |          | G.O. Corp Purpose Bonds, Series 2024A<br>2,091,000 |           |           | G.O. Corp Purpose Bonds, Series 2024B<br>5,010,000 |           |          | Professional<br>Services Costs |           |            | Total<br>Expenditures | Annual     | Cumulative |       |      |
|                                                                                             |                    |                                 |                  |                   | Dated Date:<br>Prin (3/1)                   | Rate  | Interest  | Dated Date:<br>Prin (3/1)                | Rate  | Interest | Dated Date:<br>Prin (3/1)                        | Rate  | Interest  | Dated Date:<br>Principal                     | Interest | Dated Date:<br>Principal                           | Est. Rate | Interest  | Dated Date:<br>Principal                           | Est. Rate | Interest | Admin. + 3%                    |           |            |                       |            |            |       |      |
| 2022                                                                                        |                    | 3.50%                           |                  |                   |                                             |       |           |                                          |       |          |                                                  |       |           |                                              |          |                                                    |           |           |                                                    |           |          |                                |           |            |                       |            |            |       |      |
| 2023                                                                                        | 3,283,779          | 0                               |                  | 3,283,779         | 100,000                                     | 5.00% | 225,500   | 165,000                                  | 3.00% | 47,188   | 205,000                                          | 4.00% | 285,956   | 44,487                                       | 35,059   |                                                    |           |           |                                                    |           |          |                                | 25,000    | 80,000     | 1,213,189             | 2,070,590  | 1,383,975  |       | 2022 |
| 2024                                                                                        | 3,283,779          | 48,439                          |                  | 3,332,219         | 100,000                                     | 5.00% | 220,500   | 180,000                                  | 3.00% | 42,013   | 235,000                                          | 4.00% | 272,456   | 46,187                                       | 33,359   |                                                    |           |           |                                                    |           |          | 40,000                         | 82,400    | 1,251,914  | 2,080,304             | 3,464,279  | 2,080,304  | 2023  |      |
| 2025                                                                                        | 3,429,175          | 121,250                         |                  | 3,550,425         | 125,000                                     | 5.00% | 214,875   | 200,000                                  | 3.05% | 36,263   | 265,000                                          | 4.00% | 257,556   | 47,952                                       | 31,594   | 24,000                                             | 4.00%     | 156,225   | 500,000                                            | 3.00%     | 157,800  | 25,000                         | 84,872    | 2,126,136  | 1,424,288             | 4,888,567  | 1,424,288  | 2024  |      |
| 2026                                                                                        | 3,429,175          | 171,100                         |                  | 3,600,275         | 125,000                                     | 5.00% | 208,625   | 225,000                                  | 3.15% | 29,669   | 395,000                                          | 4.00% | 239,256   | 49,784                                       | 29,761   | 73,500                                             | 4.00%     | 101,513   | 500,000                                            | 3.00%     | 142,800  | 25,000                         | 87,418    | 2,232,326  | 1,367,948             | 6,256,516  | 1,367,948  | 2025  |      |
| 2027                                                                                        | 3,429,175          | 218,978                         |                  | 3,648,153         | 150,000                                     | 5.00% | 201,750   | 250,000                                  | 3.20% | 22,125   | 425,000                                          | 4.00% | 217,556   | 51,687                                       | 27,859   | 76,500                                             | 4.00%     | 97,763    | 800,000                                            | 3.00%     | 127,800  | 25,000                         | 90,041    | 2,563,080  | 1,085,073             | 7,341,589  | 1,085,073  | 2026  |      |
| 2028                                                                                        | 3,429,175          | 256,956                         |                  | 3,686,131         | 175,000                                     | 5.00% | 193,625   | 265,000                                  | 3.30% | 13,753   | 455,000                                          | 3.00% | 197,431   | 53,662                                       | 25,883   | 79,500                                             | 4.00%     | 93,863    | 850,000                                            | 3.00%     | 103,800  | 25,000                         | 92,742    | 2,624,259  | 1,061,872             | 8,403,460  | 1,061,872  | 2027  |      |
| 2029                                                                                        | 3,429,175          | 294,121                         |                  | 3,723,296         | 250,000                                     | 4.00% | 184,250   | 280,000                                  | 3.35% | 4,690    | 510,000                                          | 3.00% | 178,681   | 55,713                                       | 23,833   | 82,500                                             | 4.00%     | 89,813    | 850,000                                            | 3.00%     | 78,300   | 25,000                         | 95,524    | 2,708,304  | 1,014,992             | 9,418,453  | 1,014,992  | 2028  |      |
| 2030                                                                                        | 3,429,175          | 329,646                         |                  | 3,758,821         | 550,000                                     | 4.00% | 168,250   |                                          |       |          | 515,000                                          | 2.25% | 161,375   | 57,842                                       | 21,703   | 85,500                                             | 4.00%     | 85,613    | 860,000                                            | 3.00%     | 52,800   | 25,000                         | 98,390    | 2,681,473  | 1,077,348             | 10,495,801 | 1,077,348  | 2029  |      |
| 2031                                                                                        | 3,429,175          | 367,353                         |                  | 3,796,528         | 600,000                                     | 3.00% | 148,250   |                                          |       |          | 515,000                                          | 2.25% | 146,356   | 60,053                                       | 19,493   | 88,500                                             | 4.00%     | 81,263    | 900,000                                            | 3.00%     | 27,000   | 25,000                         | 101,342   | 2,712,256  | 1,084,272             | 11,580,073 | 1,084,272  | 2030  |      |
| 2032                                                                                        | 3,429,175          | 405,303                         |                  | 3,834,478         | 600,000                                     | 3.00% | 130,250   |                                          |       |          | 515,000                                          | 2.38% | 130,863   | 62,348                                       | 17,198   | 93,000                                             | 4.00%     | 76,725    |                                                    |           | 40,000   | 104,382                        | 1,769,765 | 2,064,712  | 13,644,785            | 13,644,785 | 2031       |       |      |
| 2033                                                                                        | 3,429,175          | 477,567                         |                  | 3,906,742         | 600,000                                     | 3.00% | 112,250   |                                          |       |          | 515,000                                          | 2.38% | 114,891   | 64,731                                       | 14,815   | 96,000                                             | 4.00%     | 72,000    |                                                    |           |          | 107,513                        | 1,697,200 | 2,209,543  | 15,854,328            |            |            | 2032  |      |
| 2034                                                                                        | 3,429,175          | 554,901                         |                  | 3,984,076         | 600,000                                     | 3.13% | 93,875    |                                          |       |          | 515,000                                          | 2.50% | 98,375    | 67,204                                       | 12,341   | 100,500                                            | 4.00%     | 67,088    |                                                    |           |          | 110,739                        | 1,665,122 | 2,318,955  | 18,173,282            |            |            | 2033  |      |
| 2035                                                                                        | 3,429,175          | 636,065                         |                  | 4,065,240         | 625,000                                     | 3.25% | 74,344    |                                          |       |          | 510,000                                          | 2.50% | 81,375    | 69,773                                       | 9,773    | 103,500                                            | 4.00%     | 61,988    |                                                    |           |          | 114,061                        | 1,649,813 | 2,415,427  | 20,588,709            |            |            | 2034  |      |
| 2036                                                                                        | 3,429,175          | 720,605                         |                  | 4,149,780         | 625,000                                     | 3.25% | 54,031    |                                          |       |          | 510,000                                          | 2.50% | 64,313    | 72,439                                       | 7,107    | 108,000                                            | 4.00%     | 56,700    |                                                    |           |          | 117,483                        | 1,615,072 | 2,534,708  | 23,123,417            |            |            | 2035  |      |
| 2037                                                                                        | 3,429,175          | 809,320                         |                  | 4,238,495         | 650,000                                     | 3.38% | 32,906    |                                          |       |          | 510,000                                          | 2.63% | 46,694    | 75,207                                       | 4,338    | 114,000                                            | 4.00%     | 51,150    |                                                    |           |          | 121,007                        | 1,605,303 | 2,633,192  | 25,756,609            |            |            | 2036  |      |
| 2038                                                                                        | 3,429,175          | 901,481                         |                  | 4,330,656         | 650,000                                     | 3.38% | 10,969    |                                          |       |          | 510,000                                          | 2.63% | 28,581    | 78,082                                       | 1,464    | 118,500                                            | 4.00%     | 45,338    |                                                    |           |          | 124,637                        | 1,567,571 | 2,763,086  | 28,519,694            |            |            | 2037  |      |
| 2039                                                                                        | 3,429,175          | 998,189                         |                  | 4,427,364         |                                             |       |           |                                          |       |          | 525,000                                          | 2.75% | 9,763     |                                              |          | 124,500                                            | 4.00%     | 39,263    |                                                    |           |          | 128,377                        | 826,902   | 3,600,463  | 32,120,157            |            |            | 2038  |      |
| 2040                                                                                        | 3,429,175          | 1,124,206                       |                  | 4,553,380         |                                             |       |           |                                          |       |          |                                                  |       |           |                                              |          | 130,500                                            | 4.00%     | 32,888    |                                                    |           |          | 132,228                        | 295,615   | 4,257,765  | 36,377,922            |            |            | 2039  |      |
| 2041                                                                                        | 3,429,175          | 1,273,227                       |                  | 4,702,402         |                                             |       |           |                                          |       |          |                                                  |       |           |                                              |          | 136,500                                            | 4.00%     | 26,213    |                                                    |           |          | 136,195                        | 298,907   | 4,403,495  | 40,781,418            |            |            | 2040  |      |
| 2042                                                                                        | 3,429,175          | 1,427,350                       |                  | 4,856,525         |                                             |       |           |                                          |       |          |                                                  |       |           |                                              |          | 144,000                                            | 4.00%     | 19,200    |                                                    |           |          | 140,280                        | 303,480   | 4,553,044  | 45,334,462            |            |            | 2041  |      |
| 2043                                                                                        | 3,429,175          | 1,586,706                       |                  | 5,015,881         |                                             |       |           |                                          |       |          |                                                  |       |           |                                              |          | 151,500                                            | 4.00%     | 11,813    |                                                    |           |          | 144,489                        | 307,801   | 4,708,080  | 50,042,541            |            |            | 2042  |      |
| 2044                                                                                        | 1,534,537          | 1,751,489                       |                  | 3,286,026         |                                             |       |           |                                          |       |          |                                                  |       |           |                                              |          | 160,500                                            | 4.00%     | 4,013     |                                                    |           |          | 148,824                        | 313,336   | 2,972,690  | 53,015,231            |            |            | 2043  |      |
| Total                                                                                       | 73,256,420         | 14,474,251                      |                  | 87,730,672        | 6,525,000                                   |       | 2,274,250 | 1,565,000                                |       | 195,699  | 7,630,000                                        |       | 2,531,478 | 957,151                                      | 315,580  | 2,091,000                                          |           | 1,270,425 | 5,410,000                                          |           | 690,300  | 280,000                        | 2,442,942 | 32,815,636 |                       |            |            | Total |      |
| Notes: The 2024A issue is the previously approved TID 8 portion of the future well project. |                    |                                 |                  |                   |                                             |       |           |                                          |       |          |                                                  |       |           |                                              |          |                                                    |           |           |                                                    |           |          |                                |           |            | Projected TID Closure |            |            |       |      |

## **SECTION 9:**

### **Annexed Property**

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A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. No territory is being added to the District as part of this Plan Amendment.

## **SECTION 10:**

### **Estimate of Property to be Devoted to Retail Business**

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Pursuant to Wis. Stat. § 66.1105(5)(b), the Village estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

## **SECTION 11:**

### **Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and Village Ordinances**

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#### **Zoning Ordinances**

The proposed Plan Amendment is in general conformance with the Village's current zoning ordinances. Individual properties may require rezoning at the time of development. Land within the District zoned industrial at the time of District creation will remain in a zoning classification suitable for industrial sites for the life of the District.

#### **Master (Comprehensive) Plan and Map**

The proposed Plan Amendment is in general conformance with the Village's Comprehensive Plan identifying the area as appropriate for industrial development.

#### **Building Codes and Ordinances**

Development within the District will be required to conform to State Building Codes and will be subject to the Village's permitting and inspection procedures. The proposed Plan Amendment conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

## **SECTION 12:**

### **Statement of the Proposed Method for the Relocation of any Persons to be Displaced**

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Should the continued implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

## **SECTION 13:**

### **How Amendment of the Tax Incremental District Promotes the Orderly Development of the Village**

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This Plan Amendment promotes the orderly development of the Village by creating new industrial sites by providing necessary public infrastructure improvements and appropriate financial incentives for private development projects. Through use of tax increment financing, the Village can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as increased employment opportunities.

## SECTION 14:

### List of Estimated Non-Project Costs

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Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

|                                                              |  |           |
|--------------------------------------------------------------|--|-----------|
| Rockfield Road - Goldendale to Gateway (Road Reconstruction) |  | 1,380,000 |
| Rockfield Road - Goldendale to Gateway (Sewer)               |  | 880,000   |
| Rockfield Road - Goldendale to Gateway (Water)               |  | 540,000   |
| Rockfield Road - Gateway Crossing to I 41 (Sewer)            |  | 1,050,000 |
| High Point Pass - Holy Hill to Railroad (Road Construction)  |  | 1,080,000 |

Approximately 50% of each of the costs listed above or \$4,930,000 are non-TID project costs being paid from other sources.



## **SECTION 15:**

### **Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)**

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**NEED WET SIGNATURE & DATED LEGAL OPINION ON ATTORNEY LETTERHEAD**

**SAMPLE**

Village President  
Village of Germantown  
N112 W17001 Mequon Rd  
Germantown, Wisconsin 53022

RE: Project Plan Amendment for Tax Incremental District No. 8

Dear Village President:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the Village Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105. As Village Attorney for the Village of Germantown, I have been asked to review the above-referenced project plan amendment for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the amended Project Plan for the Village of Germantown Tax Incremental District No. 8 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

Village Attorney

## SECTION 16:

### Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

| Revenue<br>Year | Washington<br>County | Village of<br>Germantown | Germantown<br>School District | Milwaukee<br>Area Technical | Total             | Revenue<br>Year |
|-----------------|----------------------|--------------------------|-------------------------------|-----------------------------|-------------------|-----------------|
| 2020            | 0                    | 0                        | 0                             | 0                           | 0                 | 2020            |
| 2021            | 26,639               | 79,648                   | 123,075                       | 13,378                      | 242,738           | 2021            |
| 2022            | 136,463              | 408,015                  | 630,481                       | 68,530                      | 1,243,490         | 2022            |
| 2023            | 175,178              | 523,769                  | 809,349                       | 87,972                      | 1,596,268         | 2023            |
| 2024            | 305,530              | 913,511                  | 1,411,595                     | 153,434                     | 2,784,070         | 2024            |
| 2025            | 335,956              | 1,004,483                | 1,552,170                     | 168,714                     | 3,061,322         | 2025            |
| 2026            | 345,855              | 1,034,081                | 1,597,905                     | 173,685                     | 3,151,526         | 2026            |
| 2027            | 342,397              | 1,023,740                | 1,581,926                     | 171,948                     | 3,120,011         | 2027            |
| 2028            | 338,973              | 1,013,503                | 1,566,107                     | 170,229                     | 3,088,811         | 2028            |
| 2029            | 335,583              | 1,003,368                | 1,550,446                     | 168,526                     | 3,057,923         | 2029            |
| 2030            | 332,227              | 993,334                  | 1,534,941                     | 166,841                     | 3,027,343         | 2030            |
| 2031            | 328,905              | 983,401                  | 1,519,592                     | 165,173                     | 2,997,070         | 2031            |
| 2032            | 325,616              | 973,567                  | 1,504,396                     | 163,521                     | 2,967,099         | 2032            |
| 2033            | 322,360              | 963,831                  | 1,489,352                     | 161,886                     | 2,937,428         | 2033            |
| 2034            | 319,136              | 954,193                  | 1,474,458                     | 160,267                     | 2,908,054         | 2034            |
| 2035            | 315,945              | 944,651                  | 1,459,714                     | 158,664                     | 2,878,973         | 2035            |
| 2036            | 312,785              | 935,204                  | 1,445,117                     | 157,078                     | 2,850,184         | 2036            |
| 2037            | 309,657              | 925,852                  | 1,430,666                     | 155,507                     | 2,821,682         | 2037            |
| 2038            | 306,561              | 916,594                  | 1,416,359                     | 153,952                     | 2,793,465         | 2038            |
| 2039            | 303,495              | 907,428                  | 1,402,195                     | 152,412                     | 2,765,530         | 2039            |
| <b>Totals</b>   | <b>5,519,260</b>     | <b>16,502,170</b>        | <b>25,499,843</b>             | <b>2,771,715</b>            | <b>50,292,988</b> |                 |

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AN AMENDMENT TO THE PROJECT PLAN OF  
TAX INCREMENTAL DISTRICT NO. 7,  
VILLAGE OF GERMANTOWN, WISCONSIN**

WHEREAS, the Village of Germantown (the "Village") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the Village; and

WHEREAS, Tax Incremental District No. 7 (the "District") was created by the Village on December 18, 2017, 2018 as an industrial district; and

WHEREAS, the Village now desires to amend the Project Plan of the District (the "Amendment") in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, such Amendment will amend the categories, locations or costs of project costs to be made as permitted under Wisconsin Statutes Section 66.1105(4)(h)1.

WHEREAS, an amended Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and Village ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the District promotes the orderly development of the Village;
- k. An opinion of the Village Attorney or of an attorney retained by the Village advising that the Project Plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Washington County, the Germantown School District, and the Milwaukee Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on April 8, 2024 held a public hearing concerning the proposed amendment to the Project Plan of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission adopted the Project Plan, and recommended to the Village Board that it amend the Project Plan.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown that:

1. The boundaries of the District named "Tax Incremental District No. 7, Village of Germantown" remain unchanged.
2. That this Amendment is effective as of the date of adoption of this resolution.
3. The Village Board finds and declares that:
  - (a) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
  - (b) The Village estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
  - (c) The project costs relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.
4. The Project Plan for "Tax Incremental District No. 7, Village of Germantown " (see Exhibit A), as amended, is approved, and the Village further finds the Project Plan is feasible and in conformity with the master plan of the Village.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Village Clerk

**PROJECT PLAN**

[DISTRIBUTED SEPARATELY]

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AN AMENDMENT TO THE PROJECT PLAN OF  
TAX INCREMENTAL DISTRICT NO. 8,  
VILLAGE OF GERMANTOWN, WISCONSIN**

WHEREAS, the Village of Germantown (the "Village") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the Village; and

WHEREAS, Tax Incremental District No. 8 (the "District") was created by the Village on July 2, 2018 as an industrial district; and

WHEREAS, the Village now desires to amend the Project Plan of the District (the "Amendment") in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, such Amendment will amend the categories, locations or costs of project costs to be made as permitted under Wisconsin Statutes Section 66.1105(4)(h)1.

WHEREAS, an amended Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and Village ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the District promotes the orderly development of the Village;
- k. An opinion of the Village Attorney or of an attorney retained by the Village advising that the Project Plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Washington County, the Germantown School District, and the Milwaukee Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on April 8, 2024 held a public hearing concerning the proposed amendment to the Project Plan of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission adopted the Project Plan, and recommended to the Village Board that it amend the Project Plan.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown that:

1. The boundaries of the District named "Tax Incremental District No. 8, Village of Germantown" remain unchanged.
2. That this Amendment is effective as of the date of adoption of this resolution.
3. The Village Board finds and declares that:
  - (a) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
  - (b)** The Village estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
  - (c) The project costs relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.
4. The Project Plan for "Tax Incremental District No. 8, Village of Germantown " (see Exhibit A), as amended, is approved, and the Village further finds the Project Plan is feasible and in conformity with the master plan of the Village.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Village Clerk

**PROJECT PLAN**

[DISTRIBUTED SEPARATELY]



## **BUSINESS OF THE VILLAGE BOARD**

MEETING DATE: April 15, 2024

PLACEMENT: Permits

ITEM TITLE: Crew Carwash, Agent for Nomies Investments, LLC, Property Owner - N96 W17500 County Line Road. Conditional Use Permit (CUP) application for construction and operation of a 4,500 sqft carwash.

SUBMITTED BY: Jeff Retzlaff, Community Dev. Director

### SUMMARY EXPLANATION:

Crew Carwash is a multi-generational, family-owned business founded in 1948 based in Fiskers, Indiana. Crew Carwash currently has 45 locations in Indiana and Minnesota. The proposed site in Germantown is one of a few leading their expansion into Wisconsin.

The B-5 Zoning District requires a Conditional Use Permit (CUP) for a carwash facility like the proposed Crew Carwash. The proposed Germantown operation has the following features:

- 4,512 sqft self-serve carwash building w/ 345 sqft kiosk
- Business operations Sunday to Saturday from 7:00a to 9:00p with 2-3 shifts per day
- 25 Total Employees (2-5 employees per shift)

The Plan Commission recommendation is to APPROVE the Conditional Use Permit (CUP) application for Crew Carwash for the construction and operation of a carwash facility on the property located at N96 W17500 County Line Road subject to (6) conditions.

### ATTACHMENT:

1. Crew Carwash Site and CUP 4-8-24
2. Crew Carwash-CUP-4-15-24

### RECOMMENDATION:

### ACTION BY Committee:

# SITE PLAN & CONDITIONAL USE PERMIT (CUP) APPLICATIONS

4/8/28 Plan Commission Meeting

## Crew Carwash / Nomies Investments LLC

Staff Report & Recommendation

Germantown, Wisconsin

### Summary

Crew Carwash, agent for Nomies Investments LLC, property owner, is requesting Site Plan approval and a Conditional Use Permit (CUP) to allow the construction and operation of a 4,512 sqft self-serve carwash facility located at N96 W17500 County Line Road.

**Property Location:** N96 W17500 County Line Road (existing BP Station)

**Agent/**

**Property Owner:** Katherine Rayner  
Crew Carwash  
11700 Exit 5 Pkwy  
Fishers, IN

Nomies Investments LLC  
N96 W17500 County Line Road  
Germantown, WI

**Current Zoning:** B-5: Highway Business

| Adjacent Land Uses |                  | Zoning |
|--------------------|------------------|--------|
| North              | Highway Business | B-5    |
| South              | Highway Business | B-5    |
| East               | Highway Business | B-5    |
| West               | Highway Business | B-5    |



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**Background/Proposal**

Crew Carwash, agent for Nomies Investments LLC, property owner, is requesting Site Plan approval and a Conditional Use Permit (CUP) to allow the construction and operation of a 4,512 sqft self-serve carwash facility located at N96 W17500 County Line Road.

As presented on their website, Crew Carwash is a multi-generational, family-owned business founded in 1948 and based in Fiskers, Indiana. <https://crewcarwash.com/the-crew-story/> . Crew Carwash currently has 45 locations in Indiana and Minnesota. The proposed site in Germantown is one of a few leading their expansion into Wisconsin.

**Conditional Use Permit (CUP)**

Within the B-5 District, a self-serve carwash requires a Conditional Use Permit (CUP). The proposed Germantown facility and operation has the following components:

- 4,512 sqft self-serve carwash building w/ 345 sqft kiosk
- Business operations Sunday to Saturday from 7:00a to 9:00p with 2-3 shifts per day
- 25 Total Employees (2-5 employees per shift)

**Site Plan**

As indicated in the applications and February 12 project narrative, the proposed development includes a complete demolition and replacement of the existing BP gasoline station and carwash. The new Crew Carwash will have the following features:

- 4,512 sqft single-story carwash building 20' height w/ tower feature to 35' height
- 345 sqft single-story kiosk 13' height w/ 4-lane canopy (vehicle entry point)
- Masonry walls comprised of ground (smooth) face concrete masonry units color red with a knee-high wall and upper banding of limestone split-face concrete units with a buff color
- Tower feature comprised of architectural wall panel color pewter
- Aluminum-framed storefront and glazing system color clear anodized w/ overhead supported canopies above all windows
- Flat roof w/ exposed RTU's
- Paved curb & gutter parking area w/ 5 vehicle parking stalls for employees (1 ADA compliant) & 9 stalls with self-serve vacuum bays
- 20 vehicle staging area w/ 4 lanes wide
- New lighting & landscaping

**Parking, Access & Traffic Circulation**

Access will remain the same with two (2) driveways to Emmer Road on the southeast side of the property. The Village's parking guidelines do not include carwashes, but the number of stalls provided for employees (5) appears sufficient.

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### Storm Water Management

This 1.0-acre site is a re-development site with 90% of the area expected to be disturbed. A total of 30,506 sqft (70%) of impervious surfaces are proposed as part of the new development leaving 13,052 sqft or 30% in open/green space. Stormwater facilities include storm sewer, roof drains and grading to convey run-off from the building, staging, vacuum, and parking areas to on-site catch basins and storm sewer located through the middle of the site to an existing concrete pipe south the site in the Emmer Road ROW and to a new “green infrastructure” rain garden feature in the southeast corner of the site.

### Utilities

Sanitary and water utilities will be upgraded and replace the existing in easements running north across the hotel property to existing laterals.

### Landscaping & Buffering

Existing established landscaping along the north property line is going to be removed and replaced with a 1'-2' high retaining wall. A very large deciduous shade tree is going to be removed along the east property line and replaced with sod for a snow storage area. Minimal landscaping is provided along or within the curbed areas internal to the site. Decorative stone “mulch” is placed around the plantings across the site.

### Lighting

Exterior lighting of the site and building includes:

- (4) 50W 4,000 lumens @ 5700K (cool white) LED recessed canopy lights mounted at a height of 10' under the kiosk canopy;
- (1) 131W 20,900 lumen @ 3000K (bright white) LED cut-off style pole-mounted fixtures mounted at overall 23' height on a pole near the south driveways;
- (6) 131W 13,175 lumen @ 3000K (bright white) LED cut-off style pole-mounted fixtures mounted at overall 23' height on poles around the parking and building;

### Signage

A total of (21) permanent signs are proposed for the site, including:

- (1) Refacing the exiting monument sign in the SE corner of the site with the brick base painted black (see sign rendering EC-01; sheet 1 of 15 w/ no date);
- (1) Refacing the existing 50'+ pylon sign in the NE corner of the site with the pylon support structure to be painted black (see sign rendering EC-02; sheet 2 of 15 w/ no date)
- (3) internally lit wall-mounted signs on the tower structure w/ “Crew Carwash” lettering translucent white (see sign rendering EC-03; sheet 3 of 15 w/ no date)
- (1) internally lit wall-mounted sign above the exit door on the south end of the building w/ “Crew Carwash” lettering translucent white (see sign rendering EC-04; sheet 4 of 15 w/ no date)
- (1) internally lit monument sign w/ digital menu board mounted on a painted aluminum panel base located north of the kiosk on the north side of the property (see sign rendering EC-05; sheet 5 of 15 w/ no date)
- (2) internally lit directional signs installed at the driveway entrances on the south

side of the property w/ both saying "Open" and "Enter" (see sign rendering EC-06; sheet 6 of 15 w/ no date)

- (2) non-illuminated letter sets installed on south side of the kiosk canopy above the drive lanes indicating "Unlimited Club" (see sign rendering EC-07; sheet 7 of 15 w/ no date)
- (2) non-illuminated letter sets installed on south side of the kiosk canopy above the drive lanes indicating "Cashier" (see sign rendering EC-08; sheet 8 of 15 w/ no date)
- (4) non-illuminated framed menu panels installed on the columns of the kiosk lanes (see sign rendering EC-09; sheet 9 of 15 w/ no date)
- (1) non-illuminated letter sets installed on south side of the building above the exit door indicating "Clean Car Exit" (see sign rendering EC-11; sheet 11 of 15 w/ no date)
- (1) non-illuminated pole-mounted panel sign installed near the north entrance of the building indicating "We Are Responsible For" (see sign rendering EC-12; sheet 12 of 15 w/ no date)
- (2) non-illuminated painted directional signs installed on south side of the building near the exist indicating "'Vacuums" (see sign rendering EC-14; sheet 14 of 15 w/ no date)

Note: There are detail sheets for signs EC-10, EC-13, and EC-15 but they are not included in site map showing where these signs are proposed; It is assumed that they will not be installed at this site.

### Staff Comments

#### Community Development: Planning & Zoning

This property is in the "County Line Road District" under the Village's 2050 Comprehensive Plan and the current zoning is B-5: Highway Business. The property is located within the Village's Sanitary Sewer Service Area (SSSA) and capable of being served with public sewer and water with extensions from existing laterals nearby from the north (water main and sanitary sewer). The proposed carwash use falls under the "desirable" commercial land use.

The amount, type, and location of proposed landscaping is a concern. First, an established deciduous shrub hedge (see views from both sides below) is being removed entirely and replaced with a 1'-2' retaining wall. The area abutting the hotel property to the north will be planted with sod. The property line runs right up against the front of the parking stalls on most of the hotel property, so all of the shrubs will be removed. Something needs to be installed to replace this hedge. There doesn't appear to be adequate area in the minimum required 8' buffer strip because there is a retaining wall proposed in that 8' buffer area.







More landscaping around the perimeter is required. The Village Forester has a similar comment (see below). Also, the large tree along the east side of the property (see below) is proposed to be removed and placed with sod for a snow storage area (see Sheet C1.0). The tree species has not been identified by the developer.



Construction work is required on the adjacent hotel property to the north to install upgraded water & sanitary sewer laterals within "private utility easements" to be obtained by others. Building permits for installation of water & sanitary sewer should not be issued until the easements are obtained and the adjacent property owner agrees with the construction work required to install the utilities and restore the easements to pre-construction conditions.

Signage appears to be excessive for a business model that relies on a recurring customer base (and probably not so much signage for every step of the way through the process). More signs are proposed than trees to be installed. Many of the directional signs exceed the height and area allowances in the sign regulations. Three "Crew Carwash" signs on the tower seem excessive given the re-use of the 50'+ pylon sign and monument sign in the SE corner of the sight. The detail sheets for the sign face replacement signs do not indicate the sign area and refer to a survey being needed. For these reasons, Staff recommend that sign package be re-evaluated in light of the sign regulations with goal of only proposing code-compliant signs that provide the minimum business name notification. A Sign Permit application is also required.

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Finally, the photo renderings provided in the application from other Crew Carwash locations show actual wood mulch in the landscaping beds. At this location, the proposal is to install decorative “stone mulch”. Stone does not exactly satisfy the minimum 20% “green space” requirement in the B-5 Zoning District. Wood mulch is recommended.

#### Community Development: Inspection Services

State agency (DSPS) approved plans and a \$20,000 occupancy bond are required by Inspection Services at the time of building permit application. The Village of Germantown is an authorized delegated agent of DSPS to provide all commercial plan review and inspection services through SAFEBuilt of WI and the Village of Germantown.

#### Public Works/ Village Engineer

The Village Engineer, Public Works Department and Utility staff have identified several technical issues and plan revisions that need to be resolved or otherwise addressed by the Developer prior to commencing construction activities and issuance of building permits. Nonetheless, Staff is recommending conditional approval of the site development and building plans subject to all the outstanding items and issues identified in the following review memos being resolved and reflected in additional information and/or revised plans submitted to Staff for further review, comment and approval prior to commencing any site construction or issuance of building permits (excluding early start site preparation and footing and foundation installation):

- April 3, 2024, memo from Kevin Driscoll, Village Engineer

#### Village Forester

The following issues will need to be addressed as part of a revised landscape plan prior to issuance of a building permit:

- Tree planting detail image revision on sheet C1.4: Include that root flare should be left exposed, moss/mulch line should be at or just below top of root ball.
- Recommend substitution of tree options for the two (2) *Acer platanoides* and the two (2) *Pyrus calleryana* ‘Jaczam’. The Village has many Maple (*Acer*) trees and would benefit from an increased species diversity. Also, *Pyrus calleryana* has the potential to establish as an invasive tree species in Wisconsin. Acceptable substitutes: Common Hackberry (*Celtis Occidentalis*), Kentucky Coffeetree (seedless) (*Gymnocladus dioicus*), London Planetree (*Platanus x acerifolia*), Tulip tree (*Liriodendron tulipifera*), Oak spp. (*Quercus*)
- Per municipal code 17.43(c). Parking lot landscaping: perimeter plantings are required around the parking lot for screening from adjacent properties. This plan does not include perimeter plantings along the east boundary, the northwest, or southwest corners of the property. This is an existing perimeter planting along the property boundary to north (see similar comment above), the street tree plantings along the south side of the property are sufficient.

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Fire & Police Departments

No comment. Concerns have been addressed into submitted plan set.

**VILLAGE STAFF RECOMMENDATIONS**

**APPROVE** the Conditional Use Permit (CUP) application for Crew Carwash for the construction and operation of a self-serve car wash facility on the property located at N96 W17500 County Line Road subject to the following conditions:

1. The uses and activities allowed on the property shall be limited to those uses and activities specified in the conditional use permit (CUP) application, project narrative dated February 12, 2024, and supporting site plan documents dated January 12, 2024, and February 12, 2024. Days and hours of operation shall be limited to those specified in the CUP application and supporting documents submitted to the Village (Sunday through Saturday 7:00am to 9:00pm).
2. The Owner/Operator is responsible for reporting any significant changes in the type, intensity, amount, or location of the land uses and activities, days and hours of operation, size or location or other operational characteristics of said uses and activities authorized under this CUP to the Village Zoning Administrator.
3. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or, where there is a change in the nature, character, intensity or extent of the activities or uses which causes problems or harmful effects that were not anticipated at the time of approval of this CUP, the conditional use permit may be modified or terminated by the Village Board by the amendment to or addition of conditions after public hearing thereon.
4. All temporary and permanent exterior signs require a permit and shall comply with all current sign regulations. Off-premises advertising and directional signage is regulated by the Village and requires a permit if/when allowed.
5. All future site improvements, including all building, parking area, landscaping, storm water management facilities, signage, exterior lighting, and any other improvements made to or on the property that are necessary for the land uses and activities authorized under this CUP shall be submitted for review and approval by the Village through the Zoning Permit or Site Plan application process as determined by the Village Zoning Administrator. If required, Site Plan review and approval will include Plan Commission review and approval.
6. Building permits and commercial building code plan approval are required for the planned demolition of existing structures on the site and the proposed building and kiosk. Contact SAFEbuilt staff in Inspection Services at Village Hall prior to any work for information about required permits and/or plan approvals.



**APPROVE** the site development and building plans submitted by Crew Carwash for a 4,512 sqft self-serve carwash facility w/ 345 sqft kiosk & canopy located at N96 W17500 County Line Road subject to the following conditions:

1. This approval is for the various plan sheets that comprise the site plan set as noted below and is subject to compliance with all the conditions and requirements set forth herein and subsequently adopted and/or revised by the Plan Commission. Approval is granted for the following unless superseded by subsequent plan sheets approved by Village Staff pursuant to revisions required herein and/or by the Plan Commission:
  - a. *Architectural plans dated January 12, 2024;*
  - b. *Civil Engineering plans dated February 12, 2024;*
  - c. *Landscaping plans dated February 12, 2024;*
  - d. *Lighting plans (photometric plan) dated February 12, 2024;*

If revised plan sheets are necessary, each revised sheet shall contain the date of said revision clearly stamped in the lower right corner.

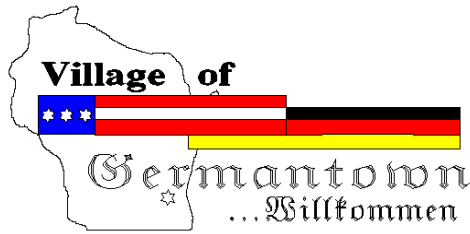
2. Additional landscaping shall be shown in a revised landscape plan review and approved by the Village Forester, including:
  - a. along the north property to reasonably replace the existing screen hedge.
  - b. Per municipal code 17.43(c) around the perimeter of the site with plantings along the east boundary, the northwest, or southwest corners of the property.
3. The mulch in the landscaping beds shall be wood mulch and not decorative stone.
4. Tree planting detail on sheet C1.4 shall be revised to include that root flare should be left exposed, moss/mulch line should be at or just below top of root ball.
5. The following tree species shall be substituted for the two (2) *Acer platanoides* and the two (2) *Pyrus calleryana* 'Jaczam'. The Village has many Maple (*Acer*) trees and would benefit from an increased species diversity. Also, *Pyrus calleryana* has the potential to establish as an invasive tree species in Wisconsin. Acceptable substitutes: Common Hackberry (*Celtis Occidentalis*), Kentucky Coffeetree (seedless) (*Gymnocladus dioicus*), London Planetree (*Platanus x acerifolia*), Tulip tree (*Liriodendron tulipifera*), Oak spp. (*Quercus*)
6. The technical issues and plan revisions identified in the April 3, 2024 memo from the Village Engineer shall be addressed in revised plan sheets and/or supplemental documents as necessary prior to commencing construction activities and issuance of building permits (excluding site demolition, early

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start site preparation, and footing & foundation installation).

7. State agency (DSPS) approved plans and a \$20,000 occupancy bond are required by Inspection Services at the time of building permit application. The Village of Germantown is an authorized delegated agent of DSPS and may be used as an alternative to provide all commercial plan review and inspection services through SAFEBuilt of WI and the Village of Germantown.

**TABLE** the action on the sign package pending re-submittal of a sign permit application and code-compliant signs



## Engineering Department Memorandum

To: Jeff Retzlaff

From: Kevin Driscoll, P.E.

Date: April 3, 2024

Re: Planning Commission Item Review – Crew Carwash  
Site Plan Review - N96 W17500 COUNTY LINE RD - Parcel GTNV\_334990

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### **Items Reviewed:**

1. Civil Plan Set Dated: 02-12-2024
2. Storm Water Management Plan Dated: 02-12-24

### **General Comments:**

1. Please respond to each item below. **A written response addressing each item shall be included in your submittal.**
2. The submitted plans have been reviewed for general conformance with State and Village design guidelines. Additional comments could arise as a result of the plan completion and modifications. The items listed below will need to be fully resolved before the Engineering Dept. can recommend a formal approval of the plans and permit for construction.
3. The project will require DSPS plumbing system review and approval. Please provide a copy of the DSPS approval prior to engineering approval.
4. A professional engineer's original seal is to be affixed, signed and dated on the final set of construction plans.
5. Utility permits and permits for work within the ROW are required. Contact the Village engineering department to obtain permits.
6. As-builts prepared to Village standards shall be prepared and provided to the Village post-construction (for all applicable items).
7. As a guide to the review response: Items in *italics* are resolved or acknowledged, items in regular font are to be addressed yet, items in **Bold** are additional feedback to remaining original comment.

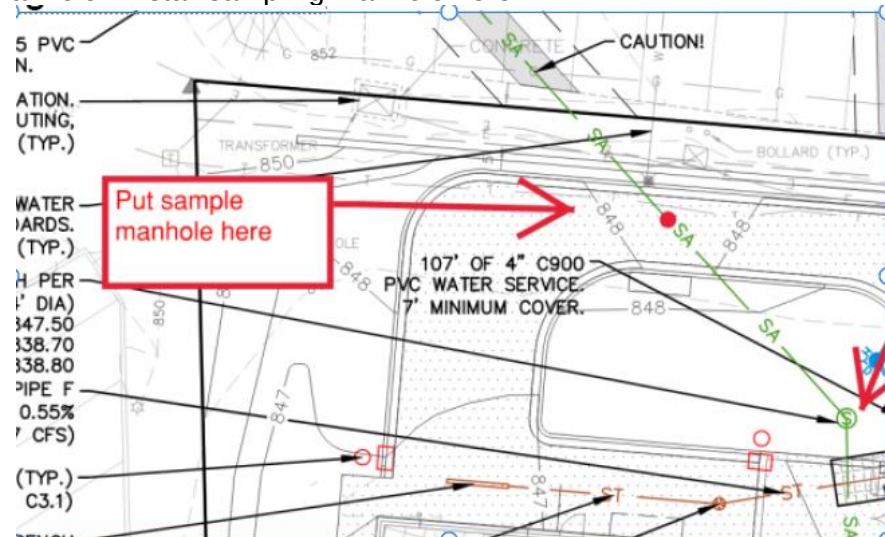
### **Water Utility Comments**

1. Sheet C1.3, Explain the need for a separate sprinkler line. Normal set up is one line and the sprinkler is split off in the mechanical room.
2. Sheet C1.3, describe the dash lines around the sewer and water lines, just making sure this is not a reference for a utility easement.

3. We will require a review of the meter room for adequate space and installation requirements.
4. Call out gate valve to be Mueller onto a 8" x 6" Tapping saddle with a S.S. MJ spigot outlet.
5. Remove existing water lateral from the water main, install a full circumference Hymax repair clamp over CC tap hole. minimum 8" x 20"

### **Wastewater Utility Comments:**

1. Change of direction is not allowed in the sampling manhole. Change sampling manhole to a private manhole. Install sampling manhole here.



2. Connection to existing manhole to be made via outside drop to invert of the manhole.

### **C1.3 Utility Plan**

1. Copies of executed sewer and water easements are required prior to engineering plan approval.
2. Add a trench drain at the exit of the car wash to capture water before draining to the ROW.

### **Stormwater Management Plan**

1. Include disturbance in the ROW and utility installation to the north and confirm the disturbance remains under 1 acre.
2. Drainage area to proposed rain garden exceeds the max allowed per WDNR technical standard 1009. Adjust to meet technical standard requirements or add a piped outlet.



Fee must accompany application

- ☐ \$700 Minor Addition
- ☒ \$1,240 Construction <10,000 SF
- ☐ \$2,095 Construction 10,000 SF to 50,000
- ☐ \$3,460 Industrial Construction >50,000 SF
- ☐ \$3,460 Commercial Construction >50,000
- ☐ \$200 Plan Commission Consultation
- ☐ \$125 Fire Department Plan Review

PAID \_\_\_\_\_ DATE \_\_\_\_\_

## SITE PLAN REVIEW APPLICATION

Pursuant to Section 17.43 of the Municipal Code

Please read and complete this application carefully. All applications must be signed and dated.

**1 APPLICANT OR AGENT**

Crew Carwash  
11700 Exit 5 Pkwy  
Fishers, IN 46037

Phone ( 317 ) 572-2408  
E-Mail katherine.rayner@crewcarwash.com

**PROPERTY OWNER**

Nomies Investments LLC  
N96 W17500 County Line Rd  
Germantown, WI 53022

Phone ( )  
E-Mail

**2 PROPERTY ADDRESS**

N96 W17500 County Line Road

**3 NEIGHBORING USES - Specify name and type of use, e.g. Enviro Tech - Industrial, Smith - Residential, etc.**

|                                 |              |                                                 |                                            |
|---------------------------------|--------------|-------------------------------------------------|--------------------------------------------|
| North<br>Super 8-Business/Hotel | South<br>ROW | East<br>Landmark Credit Union-<br>Business/Bank | West<br>McDonald's-<br>Business/Restaurant |
|---------------------------------|--------------|-------------------------------------------------|--------------------------------------------|

**4 READ AND INITIAL THE FOLLOWING:**

- RR I am aware of the Village of Germantown ordinance requiring fire sprinklers in most new construction.
- RR I understand that all new development is subject to Impact and/or Connection Fees that must be paid before building permits will be issued.
- RR I understand that an incomplete application will be withdrawn from the Plan Commission agenda and that all resubmissions to the Plan Commission are subject to a new application fee.

**5 SIGNATURES - ALL APPLICATION MUST BE SIGNED BY SIGNER**

Katherine Rayner 2/9/24  
Applicant Date

[Signature] 2/9/2024  
1A6G429E20BF410...  
Owner Date

# SITE PLAN REVIEW CHECKLIST

Pursuant to Section 17.43 of the Municipal Code

This checklist provides a summary of requirements found in the Municipal Code. It is intended purely as a guide for developers and should not substitute for a full review of the Code and applicable regulations. (Revised 1/02)

## GENERAL INFORMATION

- ☒ Provide Completed Checklist with submittal
- ☒ Names and addresses of owner/developer/designer
- ☒ Graphic scale, north arrow
- ☒ Location sketch
- ☒ Size of site (gross and net acreage)
- ☒ Existing zoning
- ☒ Adjacent zoning and uses
- N/A ☐ Number of residents (subdivisions)
- ☒ Number of employees

## EXISTING SITE INFORMATION

- ☒ Dimensions of site and lot lines (pipes found, pipes set, monuments)
- ☒ Existing grades (2' contours minimum)
- ☒ Adjacent property grades (within 10' minimum of property lines)
- ☒ Adjacent structures (within 20' minimum of property lines)
- ☒ Drainage systems and structures
- ☒ Natural features (woods, streams, lakes, ponds, outcroppings)
- N/A ☐ Wetland boundaries (provide date of staking)
- N/A ☐ Floodplain elevation and boundaries
- ☒ Environmental concerns (underground tanks, etc)
- ☒ Roads, curbs, parking lots, pavement areas
- ☒ Structures (location, size)
- ☒ Rights-of-Way (existing/ultimate)
- ☒ Easements (drainage, utility)
- ☒ Existing utilities (sanitary, water, electric, gas, telephone)
- ☒ Benchmark locations and elevations
- ☒ Location of fences, wells, borings, etc

## ARCHITECTURAL PLANS

- ☒ Existing building location
- ☒ Existing building elevations/materials
- ☒ Proposed use (use list from Section 17.45)
- ☒ Statement of design intent (narrative)
- ☒ Proposed floor plans (dimension)
- ☒ Square footage (total and individual rooms/stores)
- ☒ Proposed elevations (dimension)
- ☒ Proposed building height

- ☒ Proposed materials and colors (material sample board required for new construction)
- ☒ Proposed signage (elevations, color, square footage, height, construction material, lighting)
- ☒ Details of any special features

## PROPOSED SITE PLAN

- ☒ Grading and spot elevations
- ☒ Erosion control measures (silt fencing, hay bales, rip-rap, tracking mat, stockpile locations)
- ☒ Stormwater management
  - stormwater management design report
  - general drainage pattern
  - swales w/ arrows for direction of flow
  - pond design with outfalls
  - culverts (location/size)
- ☒ Utilities (size, invert elevations, length, slope, etc.)
  - sanitary
  - water
  - stormsewer
- ☒ Building location (dimension)
- ☒ Building elevation (finished grade)
- ☒ Location of proposed signage
- ☒ Details of outside storage (including trash receptacles)
- ☒ Setbacks (clearly marked and dimensioned)
- ☒ Vehicular entrances (dimension to centerline of nearest intersection)
- ☒ Streets (dimension and direction for one-ways)
- ☒ Curve radii
- ☒ Sidewalks (dimension)
- ☒ Parking areas (show striping/spot elevations)
- ☒ Parking setback from property line
- ☒ Loading areas (dimension)
- ☒ Lot coverage
  - Square footage total
  - Impervious surfaces total (%)
  - Green space total (%)
  - Percent permitted (over/under %)
- ☒ Municipal utility connections
  - Sanitary sewer (pipe size/elevations)
  - Water (size, valve location, elevations)
  - Location of hydrants
- ☒ Easement for public water mains

### **LIGHTING PLAN**

- ☒ Major improvements for context
- ☒ Location/nature of existing fixtures
- ☒ Location of proposed fixtures
- ☒ Photometric report (to scale on plan)
- ☒ Manufacturers cut-sheets of all fixtures
- ☒ Lighting schedule
  - key to plan
  - number/type of fixtures
  - output (wattage)
- ☒ Installation details as appropriate

### **LANDSCAPING PLAN**

- ☒ Major improvements for context (building, drives, walks)
- ☒ Proposed outdoor amenities (benches, paths, etc.)
- ☒ Existing vegetation
  - Species
  - Size
  - Approximate canopy in plan
- ☒ Vegetation to be destroyed
  - List and show location
- ☒ Proposed method of saving existing vegetation during construction
- ☒ Proposed landscape features (berms, fountains)
- ☒ Existing/proposed lighting
- ☒ Irrigation/watering systems (locate outlets)
- ☒ Plant lists or schedules
  - Keyed to plan
  - Number of each species
  - Size when planted (caliper)
- ☒ Installation details/staking

### **MODEL SUBMITTAL INCLUDES THE FOLLOWING PLANS:**

1. Cover / Title Page
2. Existing Conditions Survey
3. General Site Plan
4. Grading, Paving & Erosion Control Plan
5. Utility Plan
6. Site Details (curbing, catch basins, detention ponds, pavement, erosion control and sign details)
7. Landscape Plan
8. Landscape details (planting schedule, berming cross-sections, method of installation)
9. Lighting Plan
10. Floor Plan
11. Exterior Building Elevations
12. Building Material Sample Board

In addition to the items on this list, Village Staff and/or the Plan Commission may require additional drawings and data to be submitted for approval.

If any public improvements or work is to be done in the Public Right-of-Way, the Village will require that a Developer's Agreement be submitted and approved by the Village Board.



**Fee must accompany application**

☒ \$1460 Paid \_\_\_\_\_ Date \_\_\_\_\_

## CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

Please read and complete this application carefully. All applications must be signed and dated.

### 1 APPLICANT OR AGENT

Crew Carwash  
11700 Exit 5 Pkwy  
Fishers, IN 46037  
  
Phone ( 317 ) 572-2408  
Fax ( )  
E-Mail katherine.rayner@crewcarwash.com

### PROPERTY OWNER

Nomies Investments LLC  
N96 W17500 County Line Rd  
Germantown, WI 53022  
  
Phone ( )

### 2 TO WHOM SHOULD THE PERMIT BE ISSUED?

Crew Carwash

### 3 PROPERTY ADDRESS

N96 W17500 County Line Road

### TAX KEY NUMBER

334990

### 4 DESCRIPTION OF EXISTING OPERATION

Briefly describe the use as it exists today, including use, size, number of employees, hours of operation, etc. If this permit involves new construction, describe the current status of the property, e.g. "vacant." Use additional pages as necessary.

Existing BP gas station to be demolished for construction of carwash.

### 5 DESCRIPTION OF PROPOSED OPERATION

Write the name of the proposed conditional use exactly as it appears in the Municipal Code

Self-Serve Carwash

Describe the proposed use, including size, number of employees, hours of operation and extent of any new construction/alterations

A 4,512 SF self-serve carwash with 346 SF kiosk. Location to staff approximately 20-25 team members with 2-5 team members per shift. Each day operation of the carwash from 7:00am-9:00pm. See narrative for additional information.



6

**METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED**

Attach pages as necessary

See attached.

7

**SUPPORTING DOCUMENTATION:**

- ☐ Site Plan and elevations for new construction (can be conceptual)
- ☐ Photos of existing use and/or proposed use operating elsewhere
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

8

**READ AND INITIAL THE FOLLOWING:**

KR I understand that the Village is under no obligation to issue a Conditional Use Permit and will do so only if the applicant successfully demonstrates that the proposed use is harmonious with the neighborhood and the long range goals of the Village.

KR I will notify the Village if any aspects of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.

KR I understand that a Conditional Use Permit is valid only if the conditions and restrictions of the permit are met. I understand that failure to comply with any aspect of the permit may result in revocation.

KR I understand that Village Staff is required to post one or more signs along the street frontage of and/or on the property subject of this application that indicate to nearby property owners and the general public that a public hearing of my application will be held before the Village Plan Commission and/or Village Board prior to action being taken on this application; I hereby grant Village Staff permission to enter onto the property for the expressed purpose of installing said sign(s) provided Village Staff is responsible for installing, maintaining and removing said signs in a reasonable manner and timeframe.

9

**SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!**

Kraymo 2/9/24  
Applicant Date

DocuSigned by:  
[Signature] 2/9/2024  
Owner 1A6C429E20BF410... Date

February 12, 2024

## Project Narrative

Project: Crew Carwash  
N96 W17500 County Line Road  
Germantown, WI 53022

Crew Carwash is requesting Site Plan Review, Architectural Review, and Conditional Use Permit review and approval for a new carwash located at N96 W17500 County Line Road in the Village of Germantown. A BP gas station currently exists on the site and will be demolished as a part of the proposed project. The property is zoned B-5, Highway Business with Highway Interchange Area Overlay and the proposed self-serve carwash use requires Conditional Use Permit approval.

Founded in 1948, Crew Carwash is a family-owned business based in Indiana, currently has 45 locations, and is actively growing. Crew carwashes feature the most advanced technology available, specially formulated detergents, soft cloth, computer-controlled equipment, and special touchless hot air dryers. Crew carwashes utilize 40 percent recycled water and 60 percent fresh water due to water reclamation systems that filter, clean and re-use some of the water in the wash process. At Crew Carwash locations, used water runs directly to a unique collection system that filters the water and removes harmful sediments and oil before it reaches the local sanitary sewer. All cleaning and drying functions are contained inside the facility. The customer remains in the car riding on a conveyor belt the entire way through the tunnel and exits the facility themselves. Self-serve vacuum stations are provided for customers at no charge.

Crew invests approximately six-million dollars per facility and is a community-oriented company. Typically, each location staffs 20 to 25 highly trained and motivated team members with two (2) to five (5) team members per shift and two (2) to three (3) shifts each day operating the carwash from 7 AM to 9 PM. Once all appropriate approvals and permits are granted, the construction timeline is typically six (6) months.

The proposed project will include a proposed carwash building with vehicle queuing located to the far east of the site and vacuum parking stalls located to the east of the carwash facility. The proposed carwash will be 4,512 SF and the proposed kiosk will be 346 SF on a 1.00 acre site with approximately 0.99 acres of site disturbance. Building materials and colors are detailed in the included elevations and will consist of red ground face masonry and buff limestone with an architectural aluminum wall system tower in pewter mica. Clear anodized aluminum storefront and glazing is proposed. Overhead accent canopies above the windows will also be pewter mica in color. The waste enclosure gates will be Trex board in winchester gray, while the gates will consist of brick to match the main building structure.

Proposed drainage patterns will match the existing site drainage patterns. Stormwater will be conveyed via sheet flow to various new inlet structures that will convey stormwater to the same discharge point as the current site condition at the south end of the site. A rain garden green infrastructure BMP will be located at the southeast corner of the site to meet local stormwater management requirements.

The proposed development will fit in to this existing commercially developed area. The building and site will blend in with and enhance the character of the neighborhood. The property will be transformed into a commercial development that is aesthetically pleasing with high-quality exterior materials on the building along with landscaping designed to ensure species resiliency and complimentary style. Site lighting will be provided in a fashion that provides appropriate foot candles for safety with cut-off fixtures for minimal light trespass and directed inward toward the development. The site layout and internal circulation has been designed to provide adequate on-site customer vehicle queuing and efficient, safe circulation. The building and grounds will be well maintained. No hazards or nuisances to nearby neighbors are anticipated as a result of this project.

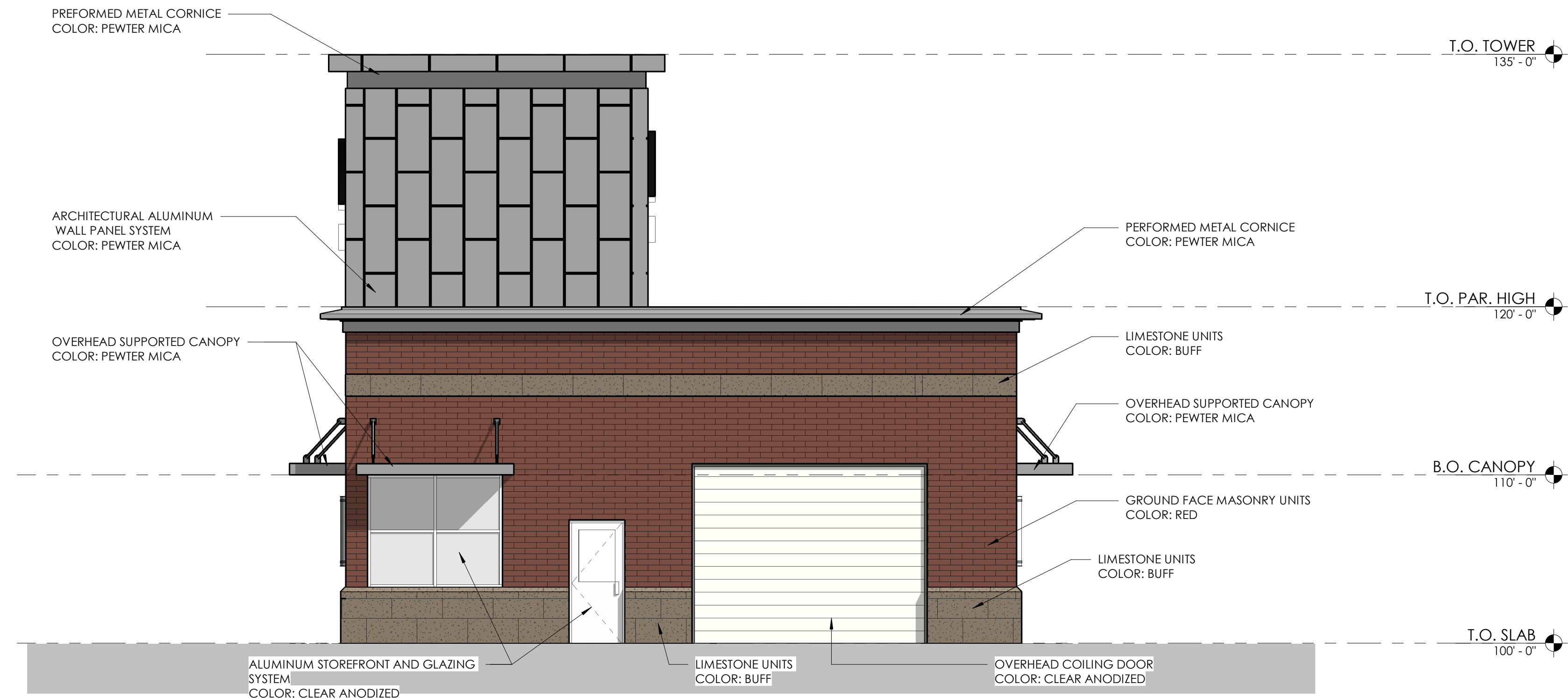


NORTH

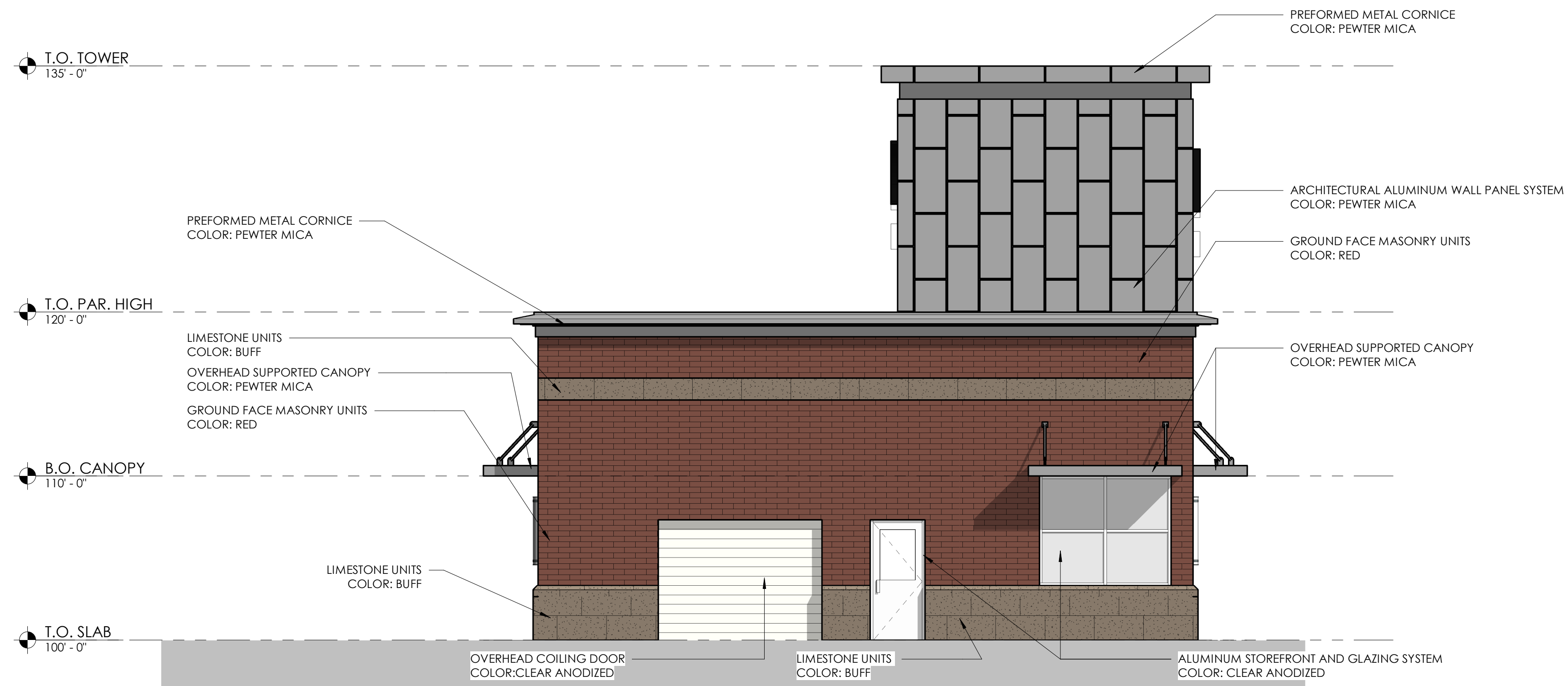
The logo for Cripe, featuring the word "Cripe" in a bold, black, sans-serif font. A green semi-circle is positioned above the letter "i", and a black semi-circle is positioned below the letter "e". A registered trademark symbol (®) is located to the right of the word.

Page 198 of 292





**NORTHEAST ELEVATION**



**SOUTHWEST ELEVATION**



# CREW CARWASH - BUILDING ELEVATIONS

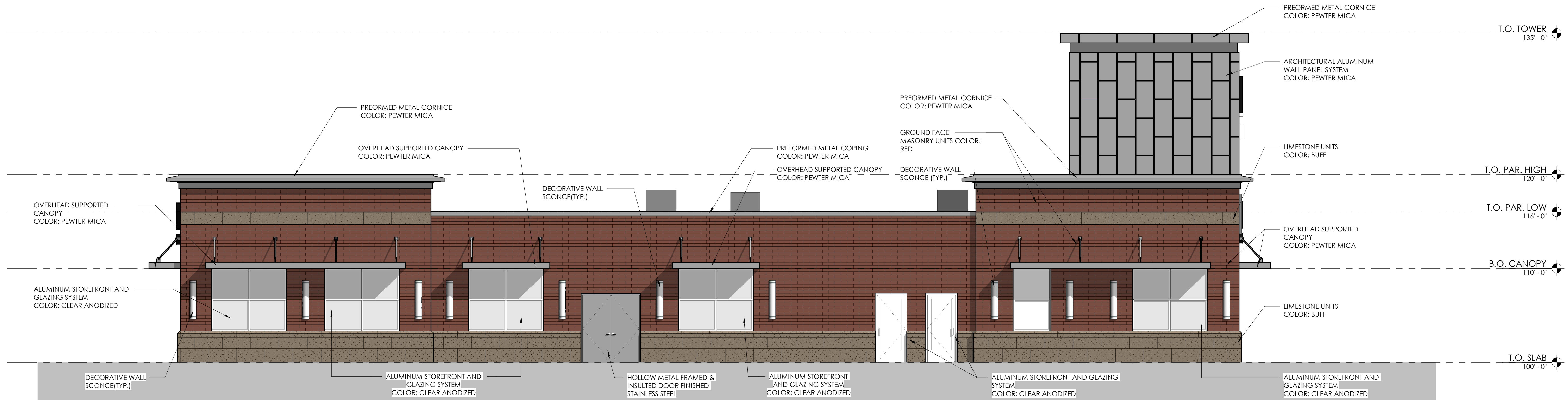
CREW CARWASH, INC  
N96 W17500 COUNTY LINE RD.  
GERMANTOWN, WI 53022

01/12/2024  
PRO2024  
3/16" = 1'-0"

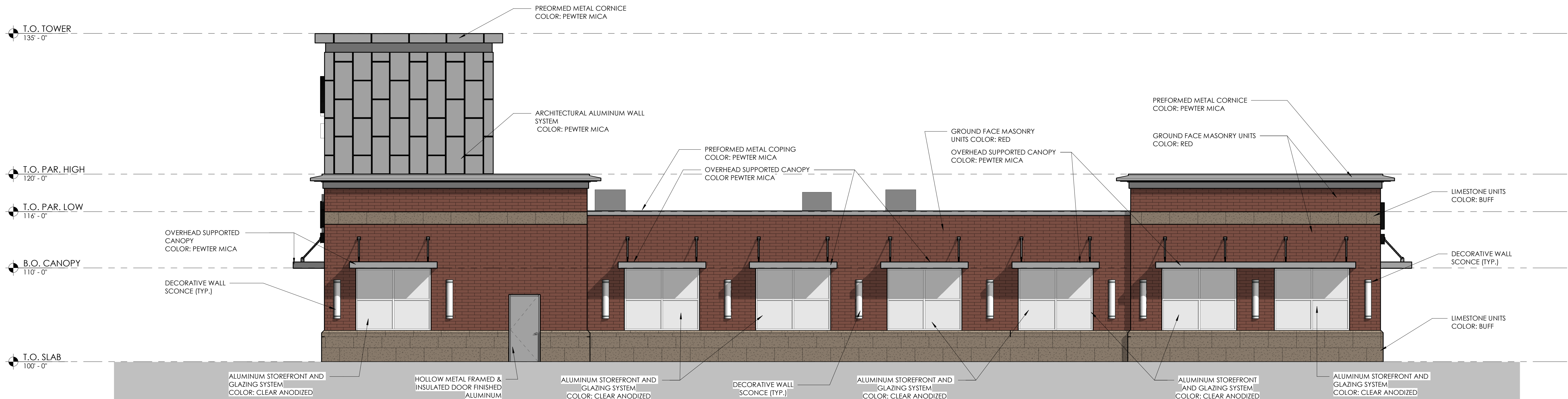


Solutions by Design Since 1937





SOUTHEAST ELEVATION



NORTHWEST ELEVATION



# CREW CARWASH - BUILDING ELEVATIONS

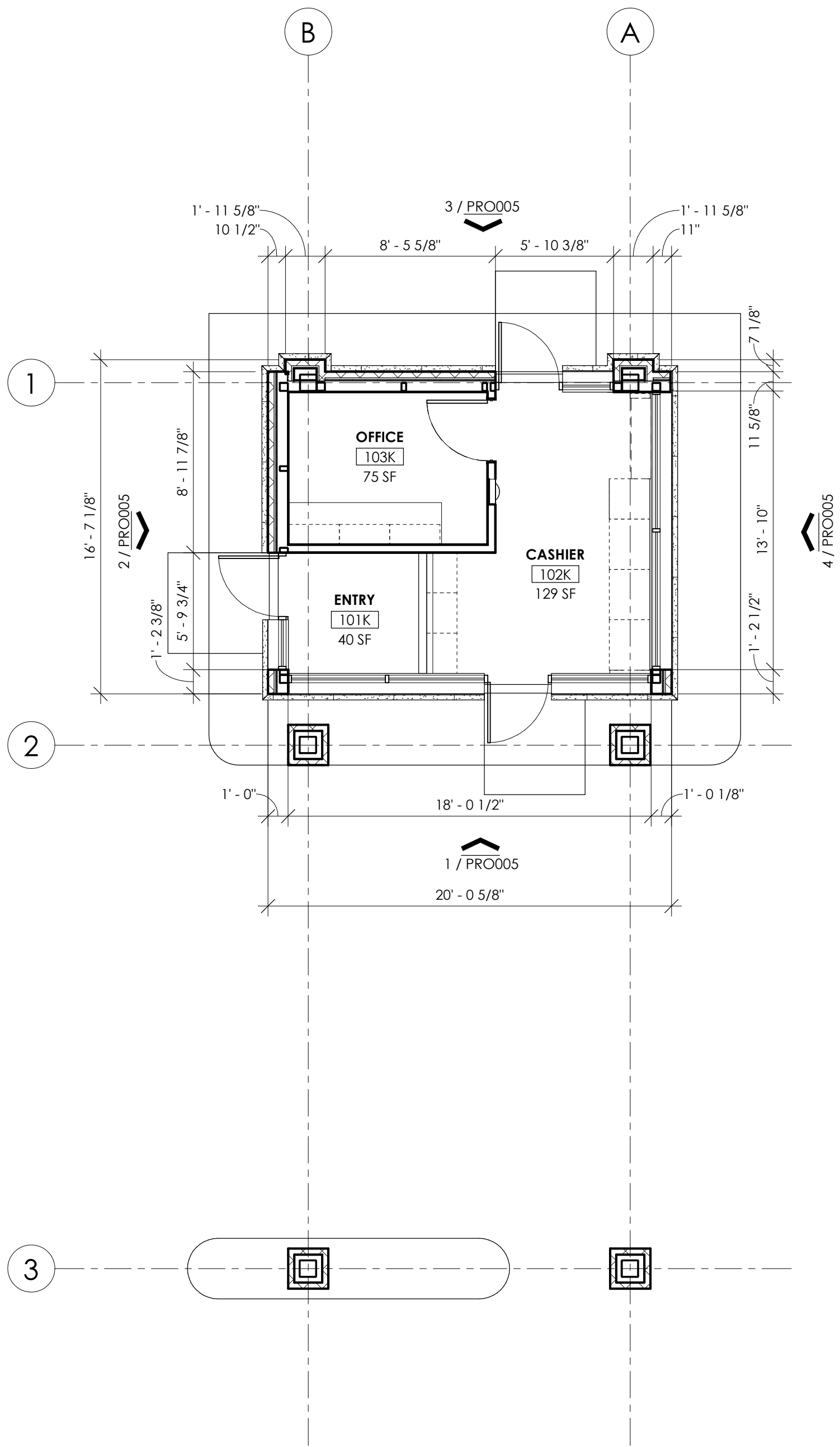
CREW CARWASH, INC  
N96 W17500 COUNTY LINE RD.  
GERMANTOWN, WI 53022

01/12/2024  
PRO2024  
3/16" = 1'-0"



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# CREW CARWASH - KIOSK FLOOR PLAN

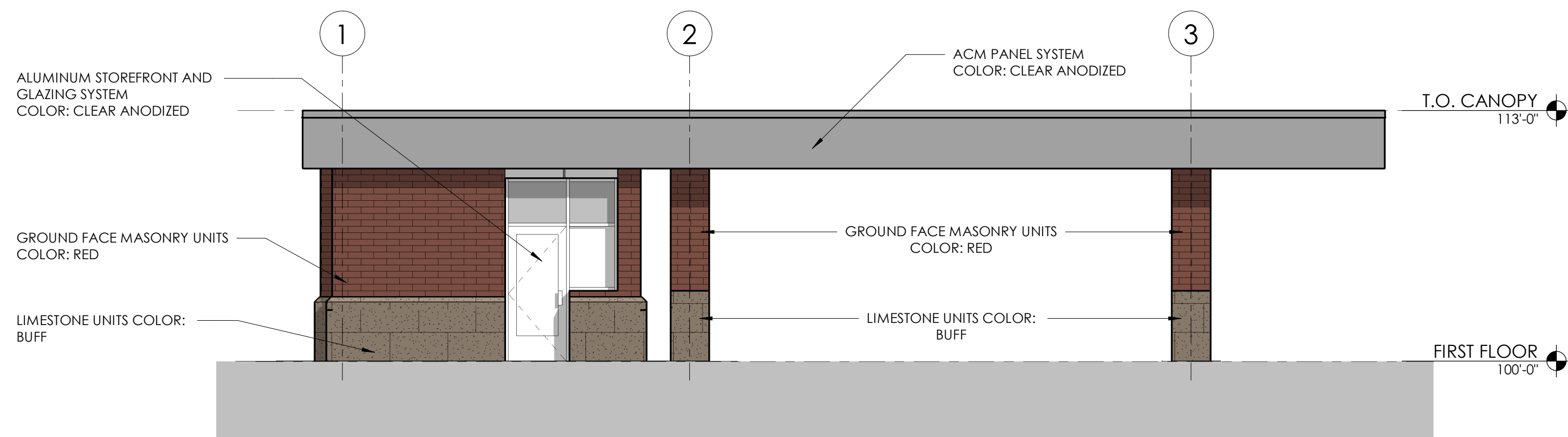
CREW CARWASH, INC  
N96 W17500 COUNTY LINE RD.  
GERMANTOWN, WI 53022

  
NORTH  
01/12/24  
PRO2024  
3/16" = 1'-0"

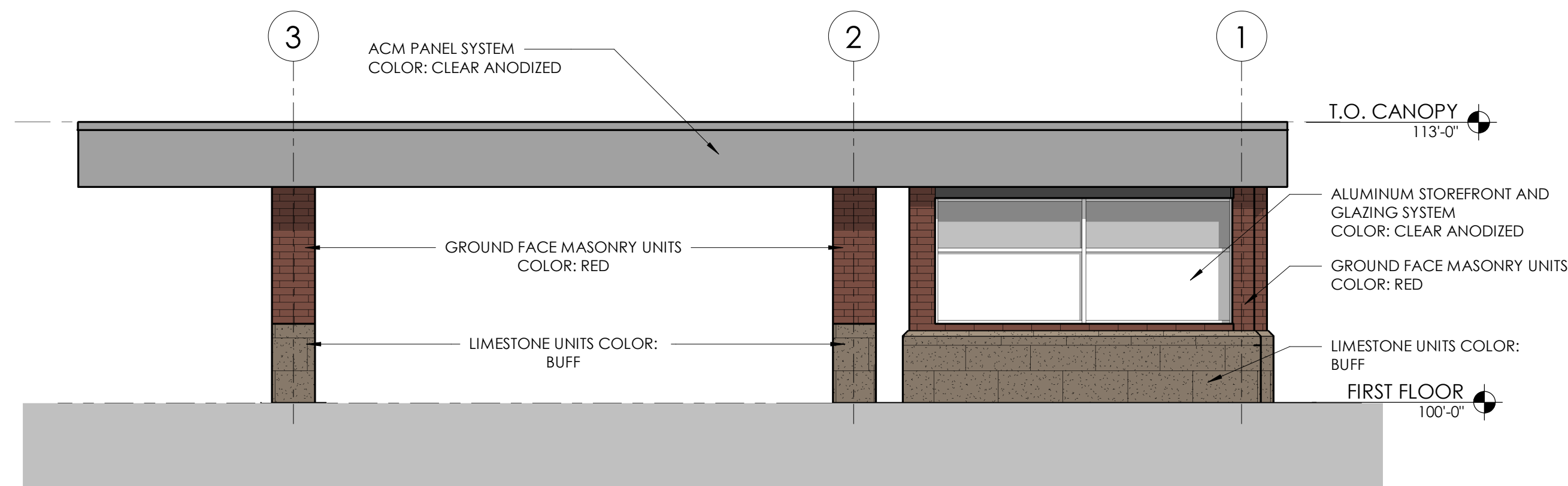


Solutions by Design Since 1937

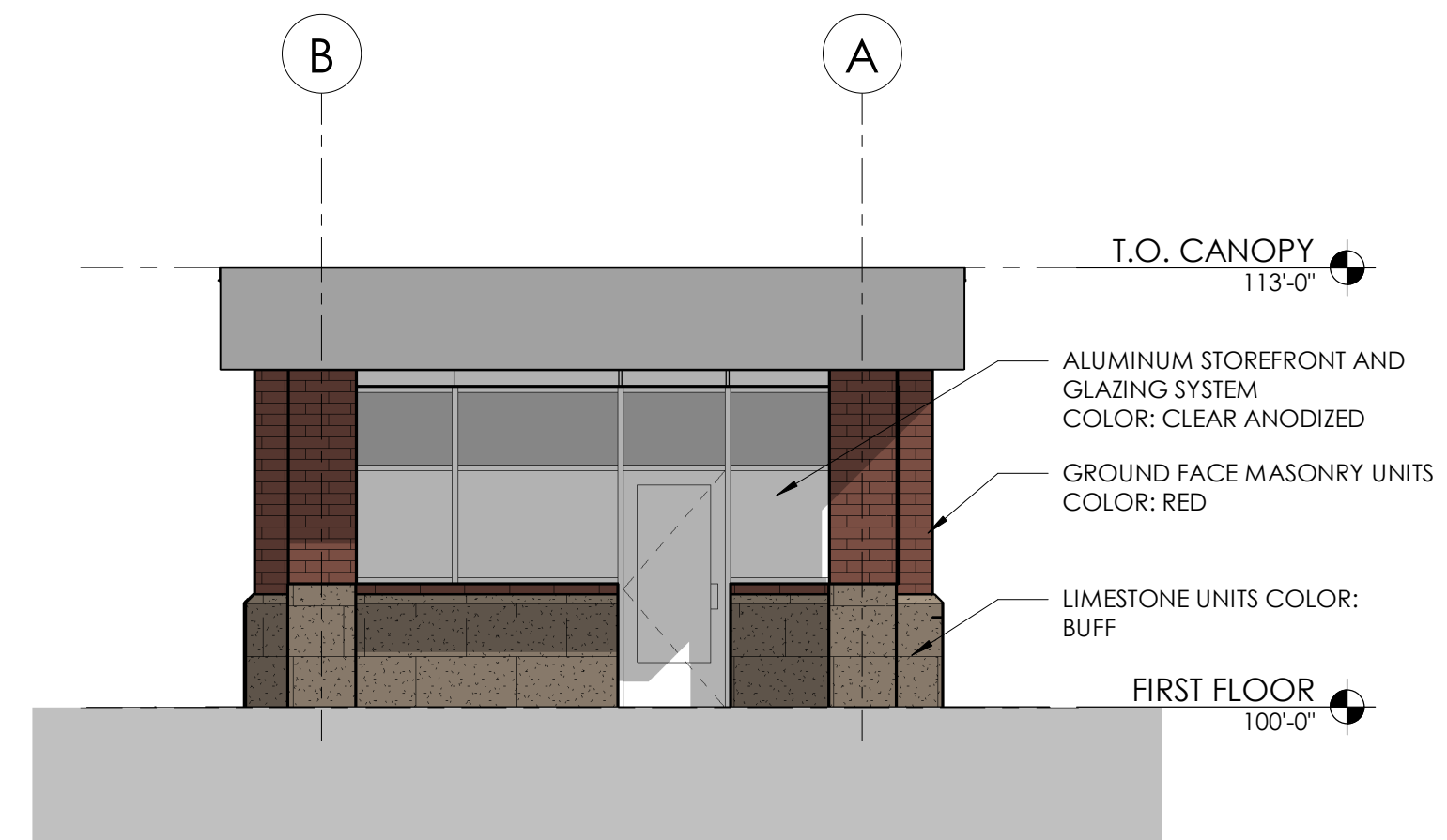




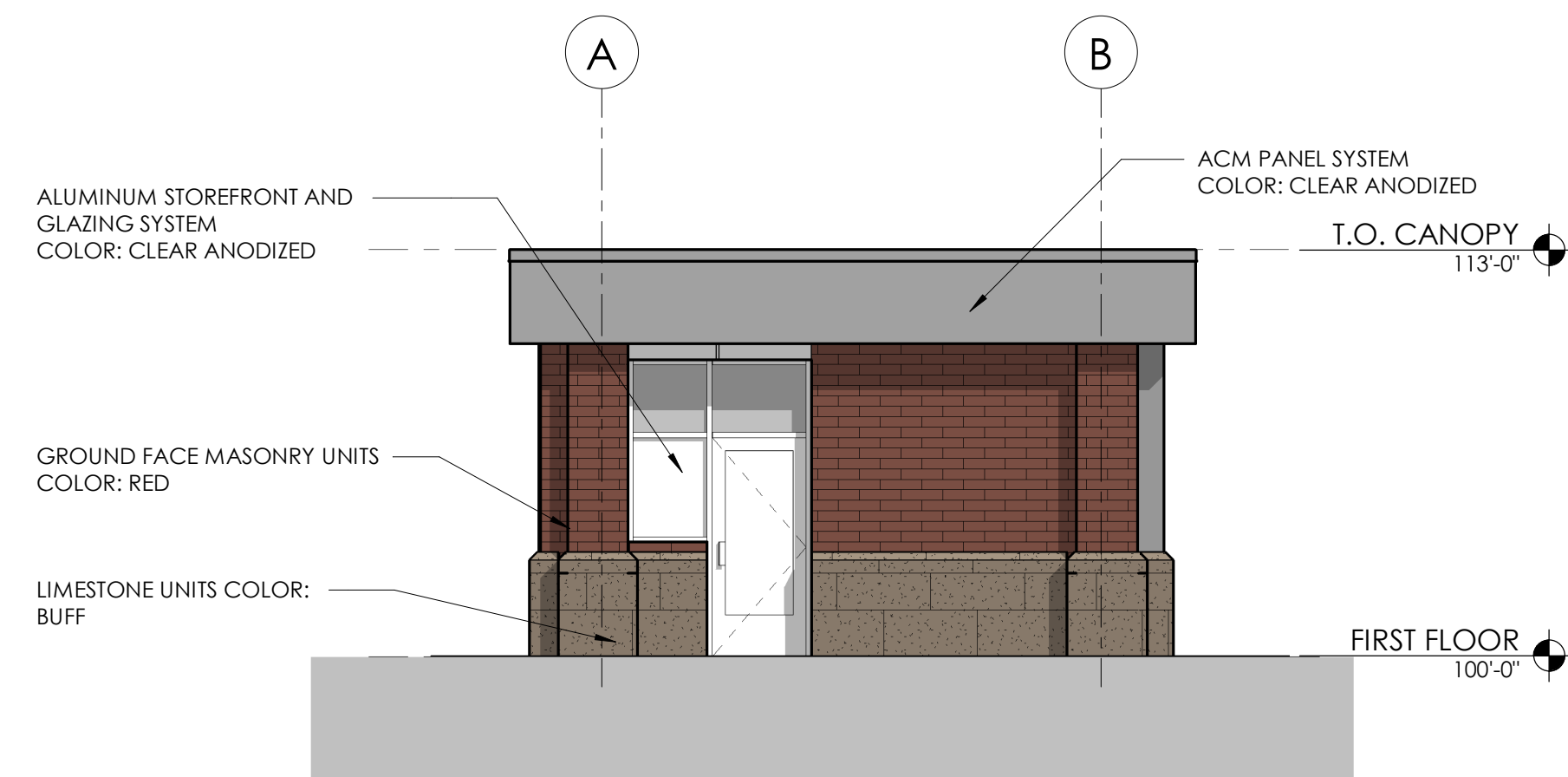
**2 KIOSK - ENTRY**  
3/16" = 1'-0"



**4 KIOSK - EXIT**  
3/16" = 1'-0"



**1 KIOSK - SOUTHEAST ELEVATION**  
3/16" = 1'-0"



**3 KIOSK - NORTHWEST ELEVATION**  
3/16" = 1'-0"



# CREW CARWASH - KIOSK ELEVATIONS

CREW CARWASH, INC  
N96 W17500 COUNTY LINE RD.  
GERMANTOWN, WI 53022

01/12/24  
PRO2024  
3/16" = 1'-0"





# CIVIL SHEET INDEX

## CONSTRUCTION STAKING SERVICES

## GENERAL PROJECT NOTES

1. ALL DRIVEWAYS AND CURB CUTS TO BE CONSTRUCTED ACCORDING TO LOCAL ORDINANCES. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS.
2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL WORK IN ROW PERMITS.
3. CONTRACTOR TO CONTACT EXCEL ENGINEERING TO COMPLETE AS-BUILT SURVEY OF THE STORMWATER MANAGEMENT SYSTEM UPON COMPLETION OF THE WORK.

## CONTACTS

| <b><u>OWNER</u></b>              | <b><u>CIVIL</u></b>          |
|----------------------------------|------------------------------|
| CREW CARWASH                     | EXCEL ENGINEERING            |
| 11700 EXIT 5 PKWY STE 100        | 100 CAMELOT DRIVE            |
| FISHERS, IN 46037-8003           | FOND DU LAC, WISCONSIN 54935 |
| CONTACT: KATHERINE RAYNER        | CONTACT: DUSTIN SALTER, PE   |
| P: (317) 809-5161                | P: (920) 926-9800            |
| katherine.rayner@crewcarwash.com | F: (920) 926-9801            |
|                                  | dustin.s@excelengeer.com     |

# CIVIL COVER AND SPECIFICATION SHEET



## PROJECT INFORMATION

**NOT FOR CONSTRUCTION**

230022600

---

# C0.1

2021 © EXCEL ENGINEERING, INC



SPECIFICATION NOTE:  
SEE SHEET C0.1 FOR PLAN  
SPECIFICATIONS AND REQUIREMENTS



Always a Better Plan

100 Camelot Drive  
Fond du Lac, WI 54935  
920-926-9800  
excelengineer.com

PROJECT INFORMATION

PROPOSED CAR WASH FOR:  
**CREW CARWASH**  
N96 W17500 COUNTY LINE RD • GERMANTOWN, WI 53022

PROFESSIONAL SEAL

PRELIMINARY DATES

FEB. 12, 2024

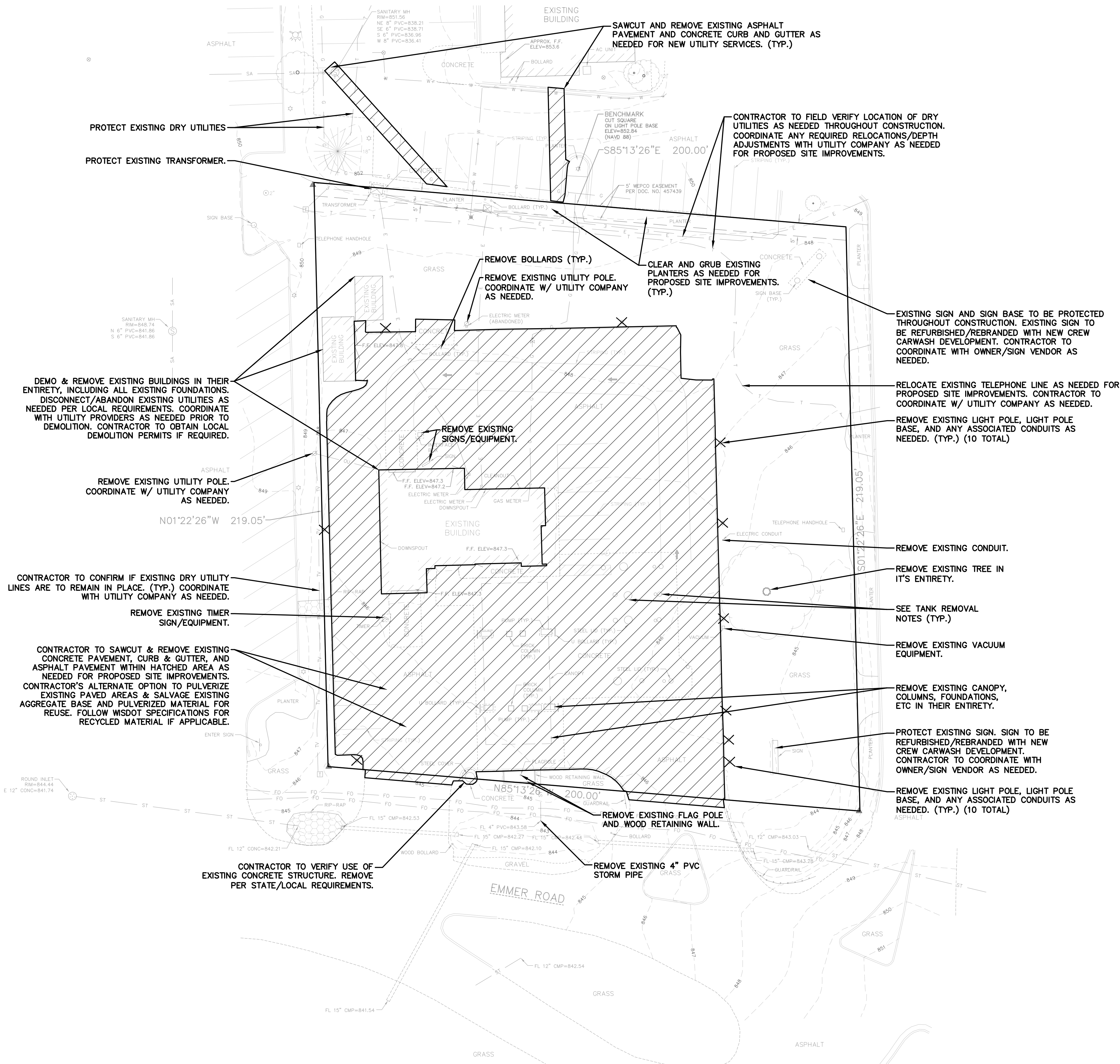
JOB NUMBER

230022600

SHEET NUMBER

**C1.0**

2021 © EXCEL ENGINEERING, INC.



NOTE:  
PROPERTY LINES AND EASEMENTS SHOWN ON THIS SURVEY WERE DRAFTED FROM INFORMATION CONTAINED IN TITLE COMMITMENT NO. 2237081, BY KNIGHT BARRY TITLE, INC., DATED SEPTEMBER 19, 2023.

NOTE:  
SURFACE INDICATIONS OF UTILITIES ALONG WITH DIGGER'S HOTLINE MARKINGS PER TICKET NO. 20230306381 AND NO. 20234005120 HAVE BEEN SHOWN. SIZES AND ELEVATION OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON FIELD MEASUREMENTS OF VISIBLE STRUCTURES IN COMBINATION WITH AVAILABLE DATA PROVIDED TO EXCEL ENGINEERING. EXCEL ENGINEERING MAKES NO GUARANTEE THAT ALL THE EXISTING UTILITIES IN THE SURVEYED AREA HAVE BEEN SHOWN NOR THAT THEY ARE IN THE EXACT LOCATION INDICATED. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

DEMOLITION PLAN NOTES:

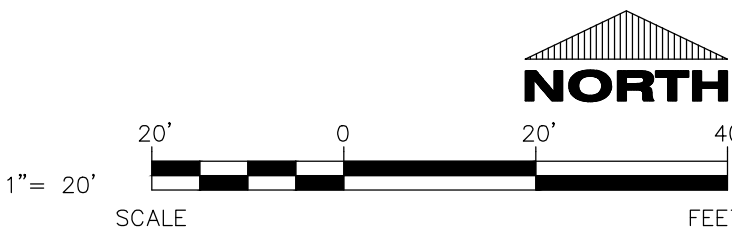
- DEMOLITION PLAN IS AN OVERVIEW OF DEMOLITION TO TAKE PLACE ON SITE. CONTRACTOR TO FIELD VERIFY EXISTING SITE CONDITIONS PRIOR TO BIDDING. CONTRACTOR SHALL REMOVE, OR DEMOLISH ITEMS AS NEEDED DURING CONSTRUCTION.
- PRIVATE LOCATE SHALL BE COMPLETED PRIOR TO CONSTRUCTION AND EXISTING UTILITY LOCATIONS AND DEPTHS SHALL BE FIELD VERIFIED AS NEEDED. PROPOSED DOWNSTREAM UTILITY CONNECTIONS SHALL BE VERIFIED PRIOR TO CONSTRUCTION. NOTIFY DESIGN ENGINEER OF CONFLICTS AND/OR DISCREPANCIES.

TANK REMOVAL NOTE:

NOTE THAT ALL FUELING EQUIPMENT AND UNDERGROUND FUEL STORAGE TANKS ARE TO BE COMPLETELY REMOVED BY THE SELLER AT THE SELLER'S EXPENSE PRIOR TO CONSTRUCTION OF CREW CARWASH. CONTRACTOR TO COORDINATE WITH OWNER IF ANY UNDERGROUND FUELING TANKS OR EQUIPMENT ARE DISCOVERED DURING CONSTRUCTION.

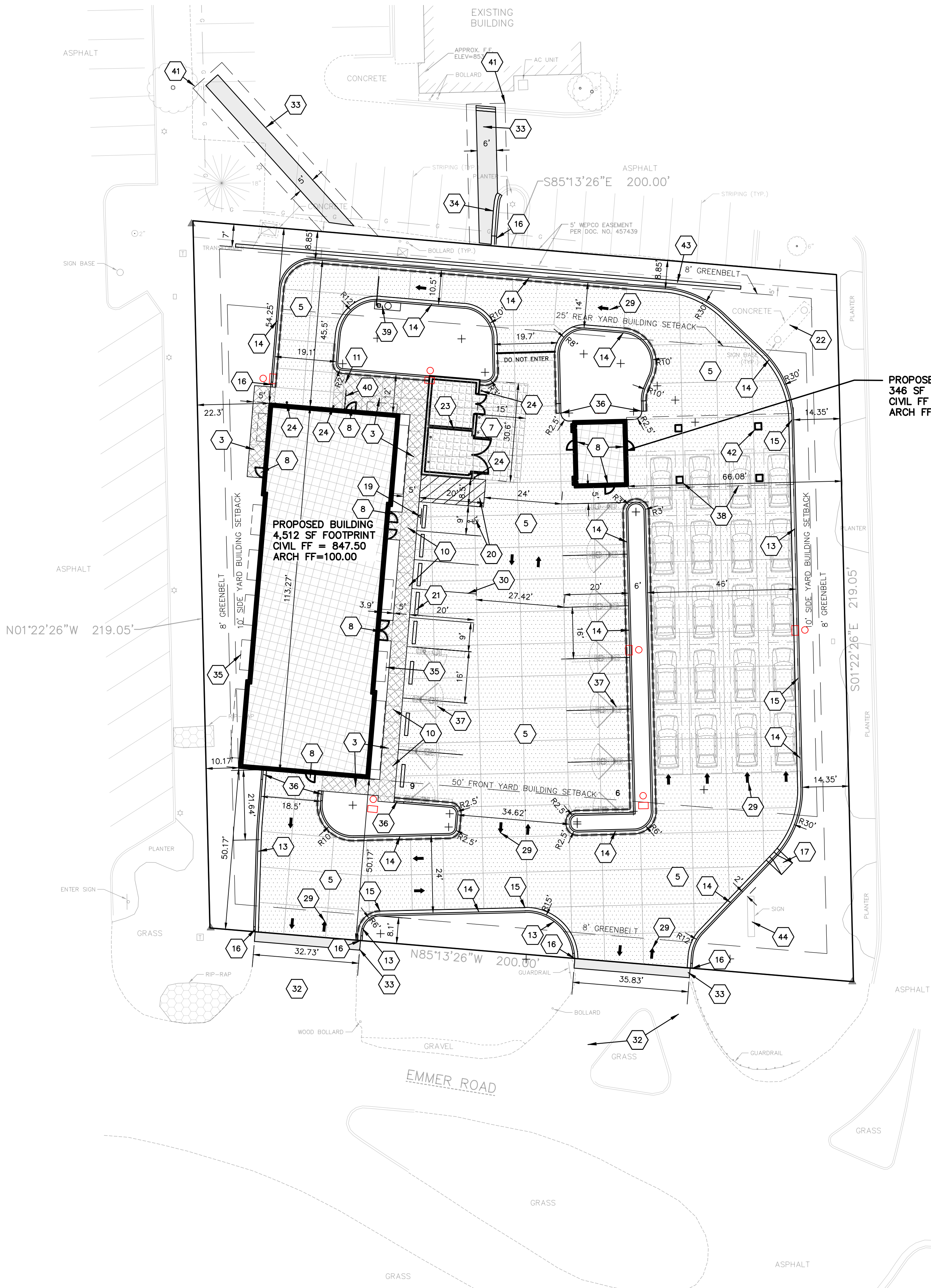
EXISTING SEWER/WATER LATERAL NOTE:

CONTRACTOR SHALL REMOVE EXISTING SEWER AND WATER SERVICE LATERALS TO THE PROPERTY LINE. CAP/ABANDON PER LOCAL REQUIREMENTS. COORDINATE WITH LOCAL UTILITY DEPARTMENTS AS NEEDED PRIOR TO ABANDONMENT.



CIVIL EXISTING SITE AND DEMOLITION PLAN





PROPOSED BUILDING  
346 SF FOOTPRINT  
CIVIL FF = 847.30  
ARCH FF=100.00

PROPOSED BUILDING  
4,512 SF FOOTPRINT  
CIVIL FF = 847.50  
ARCH FF=100.00

EXISTING SITE DATA

|                         | AREA (AC) | AREA (SF) | RATIO |
|-------------------------|-----------|-----------|-------|
| PROJECT SITE            | 1.00      | 43,558    |       |
| BUILDING FLOOR AREA     | 0.06      | 2,627     | 6.0%  |
| PAVEMENT (ASP. & CONC.) | 0.50      | 21,843    | 50.1% |
| TOTAL IMPERVIOUS        | 0.56      | 24,470    | 56.2% |
| LANDSCAPE/ OPEN SPACE   | 0.44      | 19,088    | 43.8% |

PROPOSED SITE DATA

|                         | AREA (AC) | AREA (SF) | RATIO |
|-------------------------|-----------|-----------|-------|
| PROJECT SITE            | 1.00      | 43,558    |       |
| BUILDING FLOOR AREA     | 0.11      | 4,858     | 11.2% |
| PAVEMENT (ASP. & CONC.) | 0.59      | 25,648    | 58.9% |
| TOTAL IMPERVIOUS        | 0.70      | 30,506    | 70.0% |
| LANDSCAPE/ OPEN SPACE   | 0.30      | 13,052    | 30.0% |

NOTE:

CONTRACTOR TO COORDINATE WITH OWNER AND MEP PLANS FOR ANY EXTERIOR HEATED CONCRETE SLAB LOCATIONS & REQUIREMENTS.

NOTE:

KNOX BOX TO BE PROVIDED AT PRIMARY ENTRANCE PER LOCAL REQUIREMENTS. CONTRACTOR TO COORDINATE W/ BUILDING INSPECTOR/FIRE DEPARTMENT FOR SPECIFIC REQUIREMENTS.

PAVEMENT HATCH KEY:

- ASPHALT
- HEAVY DUTY CONCRETE
- DUMPSTER PAD CONCRETE
- SIDEWALK CONCRETE

\*SEE SHEET C0.1 FOR SECTION REQUIREMENTS

CURB & GUTTER MARKING KEY:

- INVERTED CURB & GUTTER
- SHEDDING CURB & GUTTER

SITE INFORMATION:

PROPERTY ADDRESS: N96W17500 COUNTY LINE RD, GERMANTOWN WI

PARCEL ID NUMBER: 334990

PROPERTY AREA: 43,558 S.F. (1.00 ACRES).

EXISTING ZONING: B-5 W/ HIGHWAY INTERCHANGE AREA OVERLAY

PROPOSED ZONING: B-5 W/ HIGHWAY INTERCHANGE AREA OVERLAY

ADJACENT PROPERTY ZONING: B-5

PROPOSED USE: CONVEYOR-STYLE CARWASH

AREA OF SITE DISTURBANCE: 43,346 SF (0.995 AC)

SETBACKS: BUILDING: FRONT = 50'  
SIDE = 10'  
REAR = 25'

PAVEMENT: FRONT = 8'  
SIDE = 8'  
REAR = 8'

PROPOSED BUILDING HEIGHT: 35' TO TOP OF TOWER (MAX. HEIGHT ALLOWED: 35')

PARKING REQUIRED: NO CODIFIED REQUIREMENT FOR CARWASH USE; ADEQUATE SPACE FOR EMPLOYEES AND CUSTOMERS

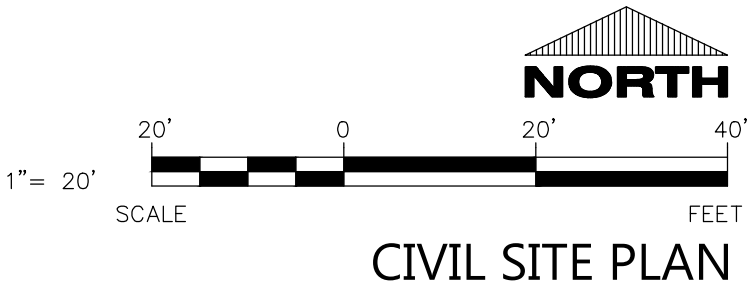
PARKING PROVIDED: 14 TOTAL (5 STANDARD EMPLOYEE SPACES, 9 VACUUM SPACES)

HANDICAP STALLS REQUIRED: 1 REQUIRED, 1 PROVIDED

LANDSCAPE REQUIREMENTS: MIN. LANDSCAPE SURFACE RATIO = 20% OPEN AREA

SITE PLAN KEYNOTES

- CONCRETE SIDEWALK (TYP.)
- HEAVY DUTY CONCRETE (TYP.)
- DUMPSTER PAD/APRON CONCRETE (TYP.)
- CONCRETE STOOP (TYP.) SEE ARCH. PLANS FOR DETAILS.
- FLUSH WALK (TYP.)
- SIDEWALK RAMP, SEE SHEET C1.2. (TYP.)
- 18" ROLL CURB, 3" CURB HEIGHT (TYP.)
- 18" CURB & GUTTER (TYP.)
- ROLL CURB/STANDARD CURB TRANSITION. (TYP.)
- CURB TAPER (TYP.)
- CURB CUT W/ 5" THICK CONCRETE PAD/FLUME WARPED TO MATCH CURB CUT (TYP.)
- HANDICAP SIGN (TYP.)
- HANDICAP STALL & STRIPING PER STATE CODES.
- PRECAST CONCRETE WHEEL STOP PINNED TO PAVEMENT (9 TYP.)
- EXISTING PYLON SIGN TO REMAIN AND BE RE-BRANDED. (DETAILS & APPROVAL BY SIGN VENDOR)
- DUMPSTER/STORAGE ENCLOSURE. ROLL OUT DUMPSTERS REQUIRED FOR SERVICE. (SEE ARCH PLANS FOR DETAILS)
- 6" CONCRETE BOLLARDS (SEE DETAIL)
- TRAFFIC FLOW ARROWS. COLOR TO MATCH PARKING STALL STRIPING.
- PAINT STRIPING (TYP). COLOR TO MATCH PARKING STALL STRIPING.
- EXISTING DRIVEWAY ENTRANCES TO REMAIN IN PLACE (TYP.)
- REPLACE EXISTING ASPHALT PAVEMENT PER LOCAL STANDARDS. MATCH EXISTING PAVEMENT SECTION. (TYP.)
- REPLACE CONCRETE CURB AND GUTTER TO MATCH EXISTING. (TYP.)
- CANOPY. SEE ARCH PLANS. (TYP.)
- TAPER CURB TO FLUSH IN 3' (TYP.)
- OUTDOOR VACUUM EQUIPMENT. CONTRACTOR TO COORDINATE FINAL PRODUCTS, DETAILS, ETC WITH OWNER/DIRECTOR OF PROJECTS. VERIFY CONCRETE SLAB REQUIREMENTS WITH OWNER & EQUIPMENT SUPPLIER PRIOR TO INSTALLATION.
- ISLAND AND CANOPY TO BE PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR. CONTRACTOR TO VERIFY FINAL LOCATIONS, DETAILS, EQUIPMENT, ETC WITH OWNER AND EQUIPMENT SUPPLIERS PRIOR TO CONSTRUCTION.
- BUG GATE (TYP.) CONTRACTOR TO VERIFY FINAL DETAILS AND REQUIREMENTS WITH OWNER AND EQUIPMENT SUPPLIER AS NEEDED. 6' OF RAILING/GUARDRAIL. FINAL COLOR/STYLE/DETAIL BY OWNER. (TYP.)
- PRIVATE UTILITY EASEMENTS TO BE COMPLETED BY OTHERS AS A SEPARATE DOCUMENT. OWNER TO COORDINATE AS NEEDED. SEE SHEET C1.3 FOR UTILITY SERVICE EXTENSIONS.
- COLUMN (TYP.) COORDINATE FINAL LOCATIONS W/ CANOPY SUPPLIER DRAWINGS.
- 157 LF OF VERSA LOK OR EQUIVALENT LANDSCAPE BLOCK RETAINING WALL. SEE SHEET C1.2 FOR WALL HEIGHTS. FINAL DESIGN DETAILS AND SPECIFICATIONS BY WALL SUPPLIER. CONTRACTOR TO COORDINATE DETAILS W/ WALL SUPPLIER & OWNER AS NEEDED. EXISTING MONUMENT SIGN TO REMAIN AND BE RE-BRANDED. (DETAILS & APPROVAL BY SIGN VENDOR.)



PROJECT INFORMATION

PROPOSED CAR WASH FOR:  
**CREW CARWASH**  
N96 W17500 COUNTY LINE RD • GERMANTOWN, WI 53022

PROFESSIONAL SEAL

PRELIMINARY DATES

FEB. 12, 2024

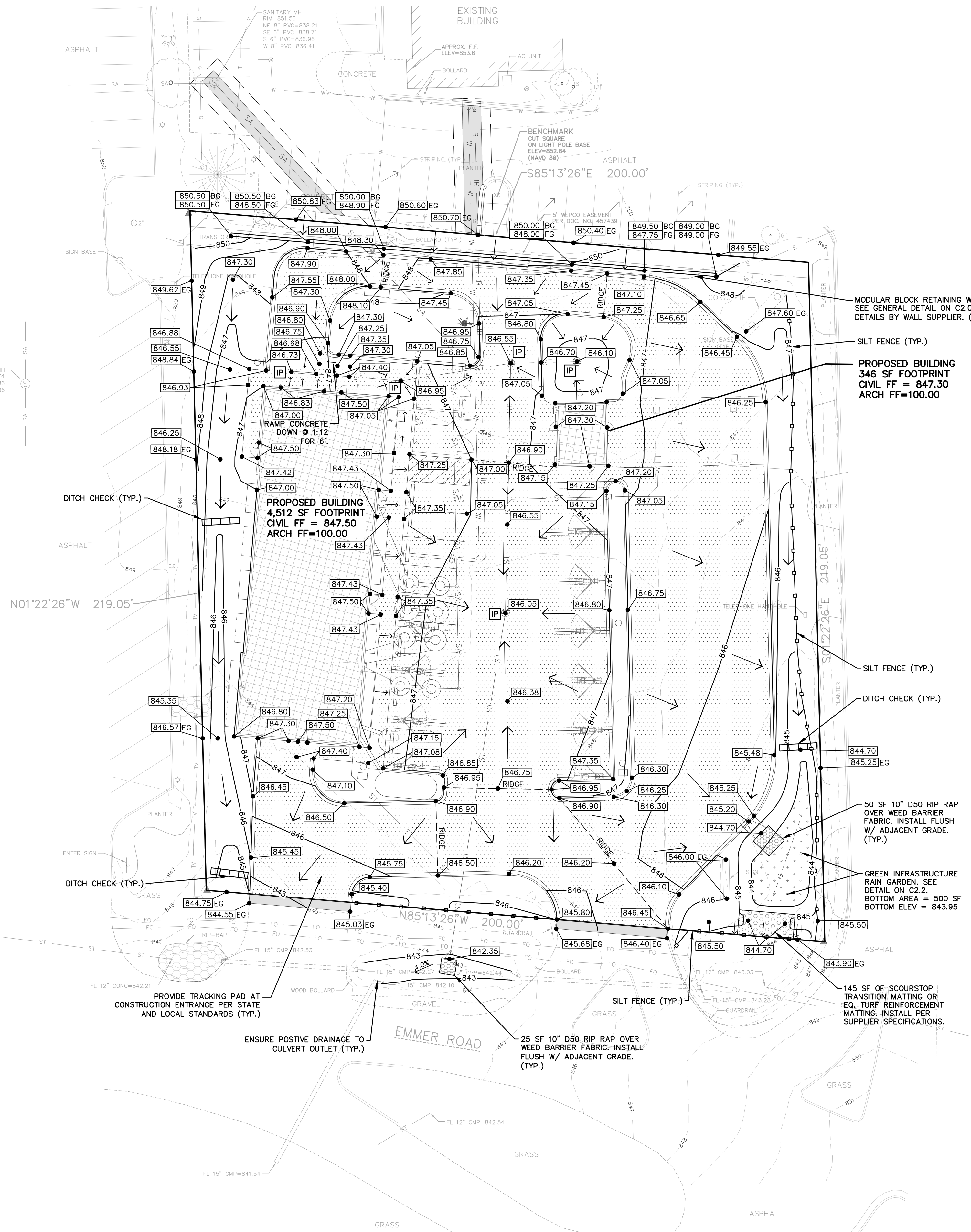
JOB NUMBER

230022600

SHEET NUMBER

C1.1





SPECIFICATION NOTE:  
SEE SHEET C0.1 FOR PLAN  
SPECIFICATIONS AND REQUIREMENTS

- NOTES:
- HANDICAP STALL AND ACCESS AISLES SHALL NOT EXCEED A SLOPE OF 1.50% IN ANY DIRECTION. HANDICAP STALL & ACCESS AISLES SHALL CONFORM TO ADA REQUIREMENTS (CURRENT EDITION)
  - ALL SIDEWALKS SHALL NOT EXCEED A MAXIMUM CROSS SLOPE OF 1.50% AND RUNNING SLOPE OF 4.50% UNLESS OTHERWISE SPECIFIED.

INLET PROTECTION NOTE:

CONTRACTOR SHALL PROVIDE TEMPORARY INLET PROTECTION FOR ALL CURB INLETS & CATCH BASINS ONSITE & OFFSITE IMMEDIATELY DOWNSTREAM OF THE PROJECT SITE PER LOCAL CODE.

STABILIZED CONSTRUCTION ENTRANCE NOTE:

CONTRACTOR SHALL PROVIDE STABILIZED CONSTRUCTION ENTRANCE AT CONSTRUCTION ENTRANCE FOR PROPOSED IMPROVEMENTS AS REQUIRED PER CODE.

CONCRETE WASHOUT NOTE:

CONTRACTOR SHALL PROVIDE CONCRETE WASHOUT AS REQUIRED PER CODE. FINAL LOCATION TBD BY CONTRACTOR.

SPOT ELEVATION NOTE:

ALL SPOT ELEVATIONS NOTED ON THE PLAN REPRESENT FLOW LINE OF CURB UNLESS SPECIFICALLY NOTED OTHERWISE.

GRADING NOTE:

CONTRACTOR SHALL COORDINATE PROPOSED SITE GRADING AT PERIMETER OF BUILDING AND AT TUNNEL ENTRANCE/EXIT WITH ARCH/STRUCT PLANS AS NEEDED.

EROSION CONTROL/SWM COST ESTIMATE

(FOR REFERENCE ONLY)  
LAND DISTURBANCE APPROX. 0.99 AC

Itemized cost of Erosion Control:

Tracking Pad = \$1500ea. x 1 = \$1500  
Inlet Protection = \$75 x 5 = \$375  
Silt Fence = 325' x \$2/lin. ft = \$650  
Ditch Check = 3 x \$100ea. = \$300  
Total Erosion Control Cost Estimate = \$2,825

Itemized cost of Storm Water Management:

Rain Garden/Spillway = \$10,000ea. x 1 = \$10,000  
Total Storm Water Cost = \$10,000



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JOB NUMBER

230022600

SHEET NUMBER

C1.2

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SPECIFICATION NOTE:  
SEE SHEET C0.1 FOR PLAN  
SPECIFICATIONS AND REQUIREMENTS

CLEANOUT NOTE:



= DENOTES LOCATIONS WHERE  
CONTRACTOR SHALL INSTALL CLEANOUTS, SEE  
C0.1 FOR SPECIFICATION.

UTILITY NOTE:

CONTRACTOR TO VERIFY FINAL SIZE, DESIGN, AND LOCATIONS OF  
ALL EXTERIOR SITE UTILITIES WITH INTERNAL MEP DESIGN AND  
OWNER AS NEEDED.

UTILITY NOTE:

CONTRACTOR TO ENSURE ADEQUATE SEPARATION IS PROVIDED  
BETWEEN DOMESTIC WATER SERVICE AND SANITARY/STORM SERVICE  
PER WI DSPS PLUMBING CODE STANDARDS.

DRY UTILITY SERVICE NOTES:

CONTRACTOR SHALL COORDINATE DRY UTILITY SERVICE ROUTING  
FOR ELECTRIC, GAS, ETC WITH APPLICABLE SERVICE PROVIDERS AS  
NEEDED

WATER RECLAMATION SYSTEM NOTES (R):

R1. ACCESS RISER AND OPERATING 38" DIAMETER STEEL PLAT LID,  
MODEL PER OWNER SPECIFICATIONS. STRUCTURE TOP TO HAVE A  
36" DIAMETER OPENING CASTING. LID TO BE ALIGNED WITH LADDER  
RUNGS IN MANHOLE.

R2. 8" PVC, SCHEDULE 40, TO RECLAIM PIT.

R3. 8" PVC, SCHEDULE 80 CONVEYOR TRENCH DRAIN. CONVEYOR  
TRENCH DRAINS MUST BE RUN IN STRAIGHT LINES WITH NO TURNS.

R4. 8" PVC CONNECTOR TO SLEEVES, REFER TO TABLE FOR  
INVERT ELEVATIONS.

R5. 4" PVC CONNECTOR SLEEVES.

GENERAL SYSTEM NOTES:

- CONTRACTOR SHALL VERIFY WATER RECLAMATION SYSTEM  
LAYOUT, COMPONENTS, INVERT ELEVATIONS, AND PIPE ROUTING  
WITH OWNER AND INTERNAL PLUMBING DESIGNER PRIOR TO  
ORDERING MATERIALS.
- CONTRACTOR SHALL READ AND REVIEW GEOTECHNICAL REPORT  
PREPARED FOR THE SITE. IF HIGH GROUNDWATER IS NOTED OR  
ENCOUNTERED DURING CONSTRUCTION, CONTRACTOR SHALL  
REVIEW WITH TANK SUPPLIER & OWNER TO DETERMINE IF  
ANTI-BUOYANCY ACTIONS SHALL BE TAKEN.
- CONTRACTOR SHALL INSULATE RECLAMATION SYSTEM  
CONNECTOR PIPES W/ POLYSTYRENE INSULATION BOARDS OR  
OTHER APPROVED METHOD PER WI DSPS STANDARDS.

WATER RECLAIM SYSTEM (GRIT PIT) STRUCTURE TABLE

FFE = 847.50

| STRUCTURE<br>NUMBER | STRUCTURE<br>DIAMETER (IN) | RIM ELEV. | INVERT IN | INVERT OUT | SUMP   | SUBGRADE | PROVIDED STORAGE<br>(CU FT) | PROVIDED STORAGE<br>(US GAL) |
|---------------------|----------------------------|-----------|-----------|------------|--------|----------|-----------------------------|------------------------------|
| 1                   | 60                         | 847.25    | 842.00    | 841.75     | 833.67 | 833.17   | 137.40                      | 1028                         |
| 2                   | 60                         | 846.87    | 841.75    | 841.50     | 833.67 | 833.17   | 132.54                      | 991                          |
| 3                   | 84                         | 847.22    | 842.00    | 841.75     | 833.67 | 833.17   | 298.25                      | 2230                         |
| 4                   | 72                         | 846.90    | 841.75    | 841.50     | 833.67 | 833.17   | 212.06                      | 1586                         |
| 5                   | 72                         | 846.87    | 841.50    | 841.25     | 833.67 | 833.17   | 205.00                      | 1533                         |
| 6                   | 72                         | 847.25    | 841.25    | 841.00     | 833.67 | 833.17   | 197.92                      | 1480                         |
| 7                   | 60                         | 847.13    | 842.00    | 841.75     | 833.67 | 833.17   | 142.35                      | 1065                         |
| 8                   | 60                         | 846.83    | 841.75    | 841.50     | 833.67 | 833.17   | 137.40                      | 1028                         |



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PROJECT INFORMATION

PROPOSED CAR WASH FOR:

**CREW CARWASH**

N96 W17500 COUNTY LINE RD • GERMANTOWN, WI 53022

PROFESSIONAL SEAL

PRELIMINARY DATES

FEB. 12, 2024

NOT FOR CONSTRUCTION

JOB NUMBER

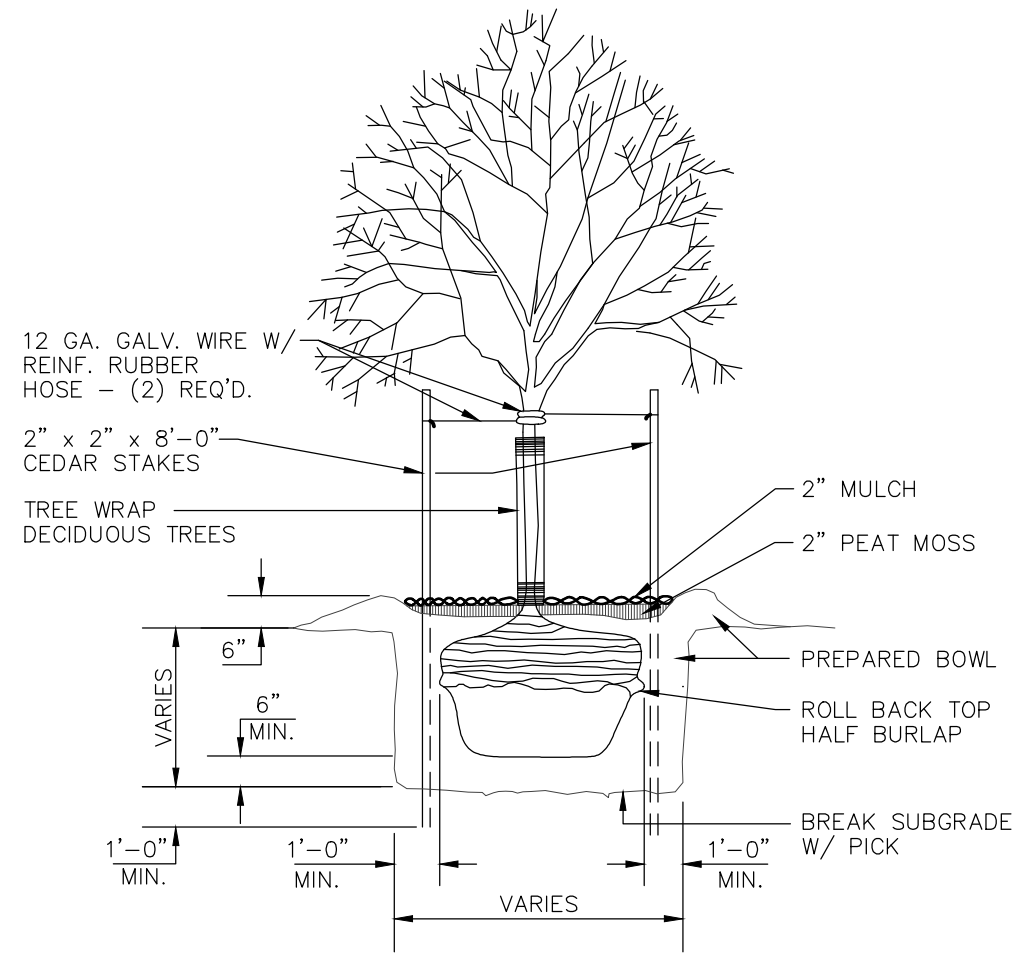
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SHEET NUMBER

**C1.3**

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1" = 20'

20' 0 20' 40'

SCALE FEET

$$1'' = 20'$$

| LANDSCAPING CALCULATIONS |                                                   |                        |
|--------------------------|---------------------------------------------------|------------------------|
| ZONE                     | REQ. PLANTS                                       | PLANTS PROVIDED        |
| STREET                   | 1 PER 50 LF FRONTAGE<br>200 LF FRONTAGE = 4 TREES | 4 PROVIDED             |
| PARKING                  | 1 TREE PER 10 SPACES<br>15 SPACES = 2 TREES       | 2 PROVIDED             |
| TOTAL                    | 6 TOTAL TREES REQ.                                | 6 TOTAL TREES PROVIDED |

IRRIGATION NOTE: PROVIDE IRRIGATION FOR ALL LAWN/LANDSCAPED AREAS IN ACCORDANCE WITH PLAN SPECIFICATIONS ON SHEET C0.1. DESIGN-BUILD LANDSCAPE/IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL DESIGN, LAYOUT, AND INSTALLATION. COORDINATE FINAL LAYOUT WITH OWNER/GC AS NEEDED.

NOTE: LANDSCAPE CONTRACTOR SHALL REVIEW FINAL PLANTING LOCATIONS AND SPECIES WITH OWNER PRIOR TO INSTALLATION.



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## PROJECT INFORMATION

# PROPOSED CAR WASH FOR:

# CREW CARWASH

N96 W17500 COUNTY LINE RD • GERMANTOWN, WI 53022

PROFESSIONAL SEAL

## PRELIMINARY DATES

FEB. 12, 2024

**NOT FOR CONSTRUCTION**

**JOB NUMBER**

230022600

## SHEET NUMBER

# C1.4





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PROJECT INFORMATION

PROPOSED CAR WASH FOR:  
**CREW CARWASH**  
N96 W17500 COUNTY LINE RD • GERMANTOWN, WI 53022

PROFESSIONAL SEAL

PRELIMINARY DATES

FEB. 12, 2024

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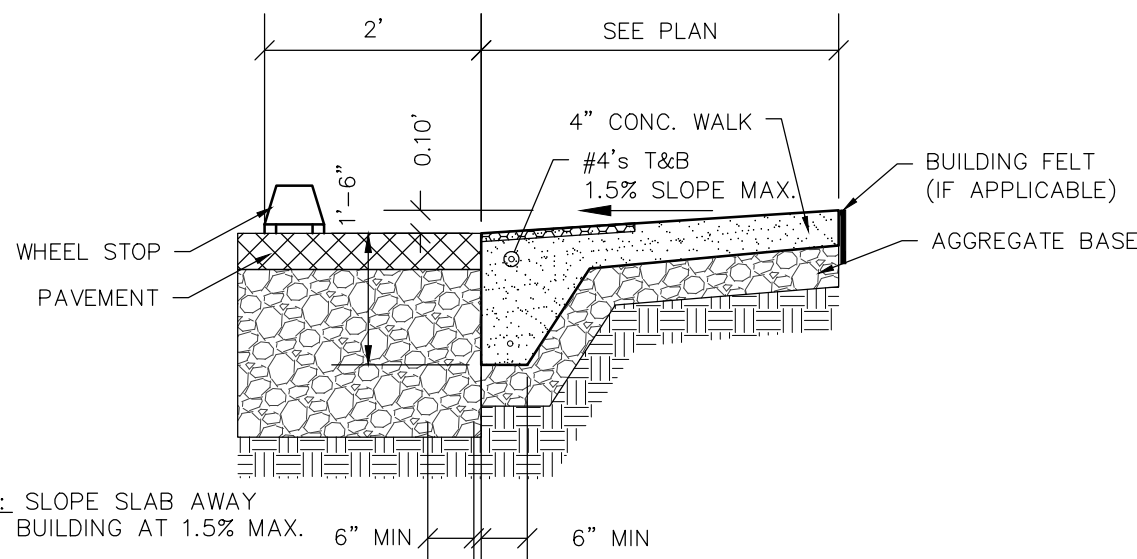
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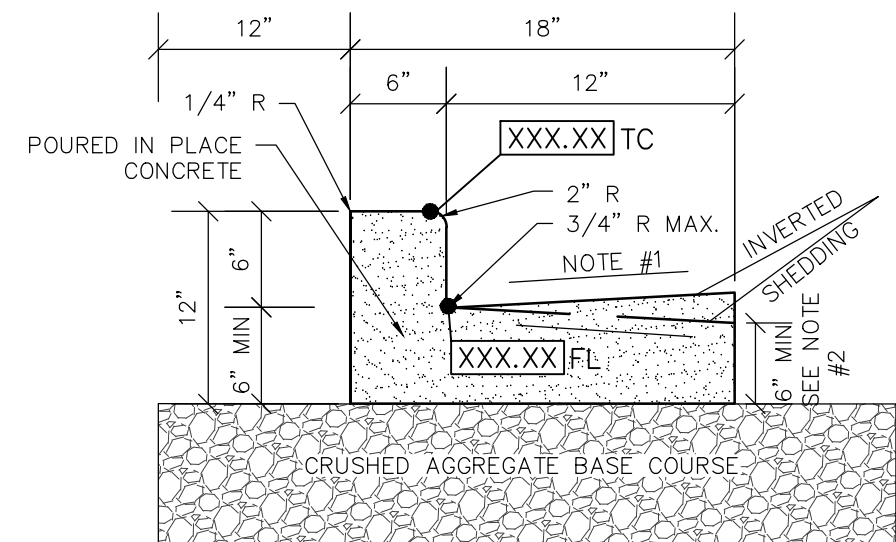
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SHEET NUMBER

C2.0

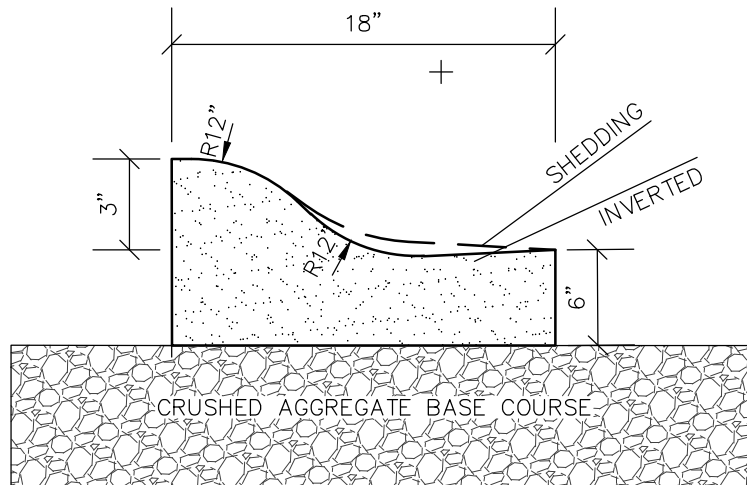


FLUSH WALK DETAIL  
NO SCALE

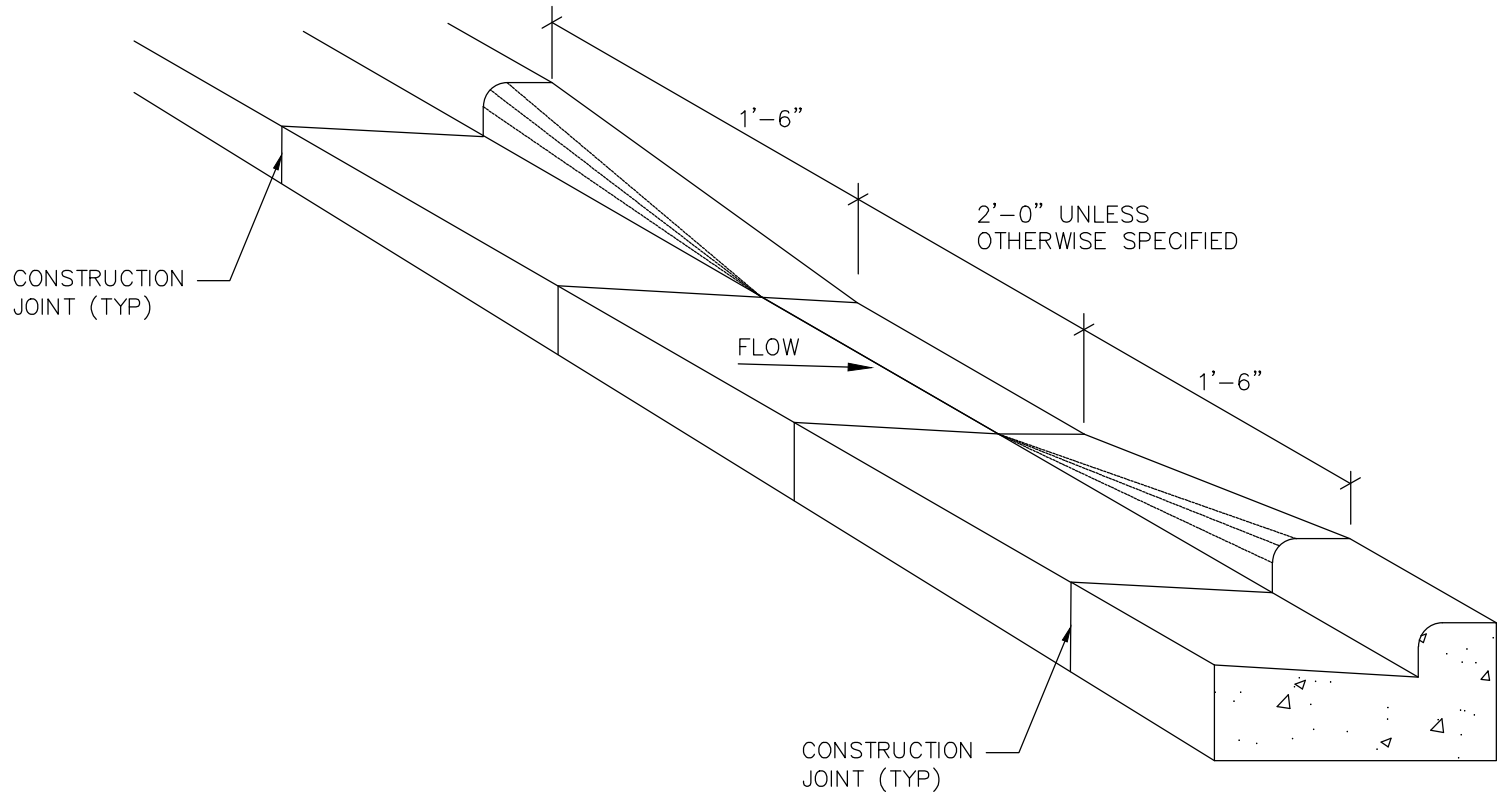


- NOTE:
1. USE 4% GUTTER CROSS SLOPE UNLESS OTHERWISE NOTED IN THE PLANS.
  2. THE BOTTOM OF CURB AND GUTTER MAY BE CONSTRUCTED EITHER LEVEL OR PARALLEL TO THE SLOPE OF THE SUBGRADE OR BASE AGGREGATE PROVIDED A 6" MIN. GUTTER THICKNESS IS MAINTAINED.
  3. SEE SITE PLAN & GRADING PLAN FOR INVERTED & SHEDDING CURB LOCATIONS

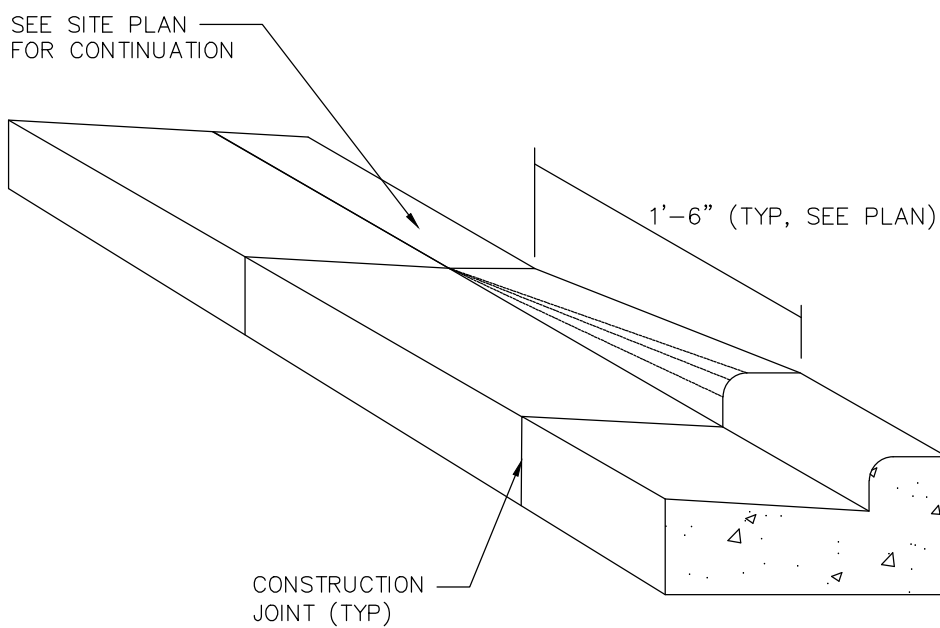
18" CONCRETE CURB & GUTTER DETAIL  
NO SCALE



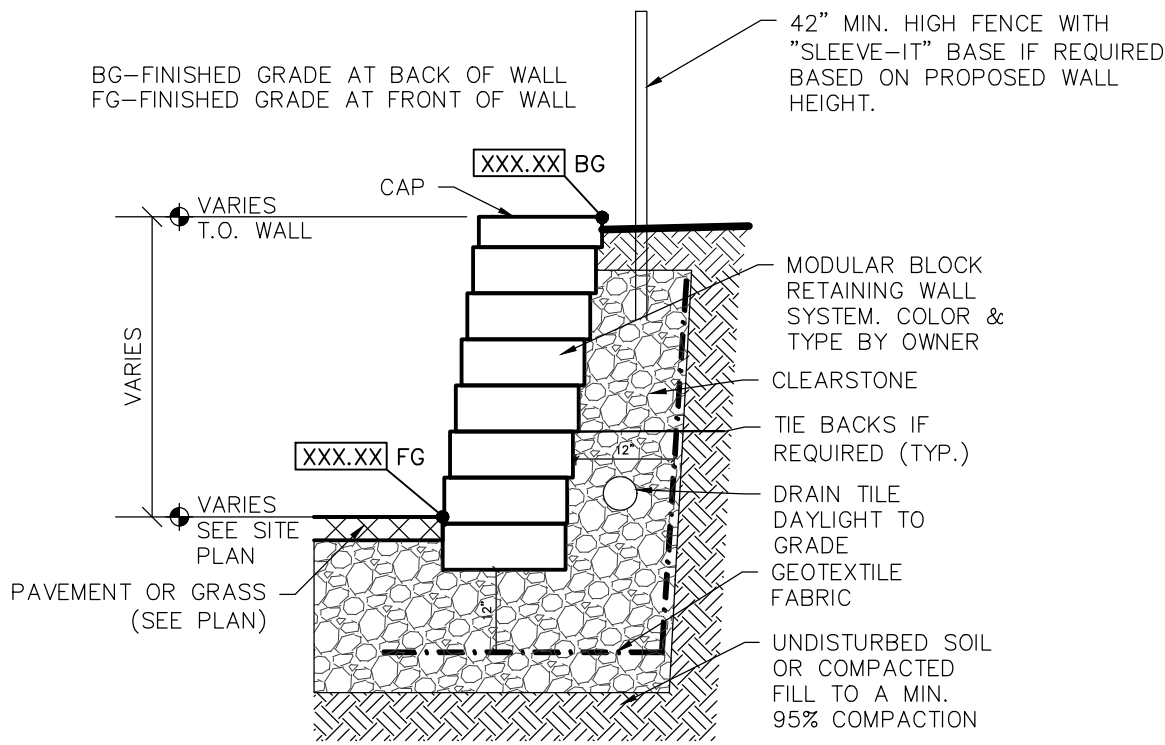
18" ROLLED CURB DETAIL  
NO SCALE



CURB CUT DETAIL  
NO SCALE

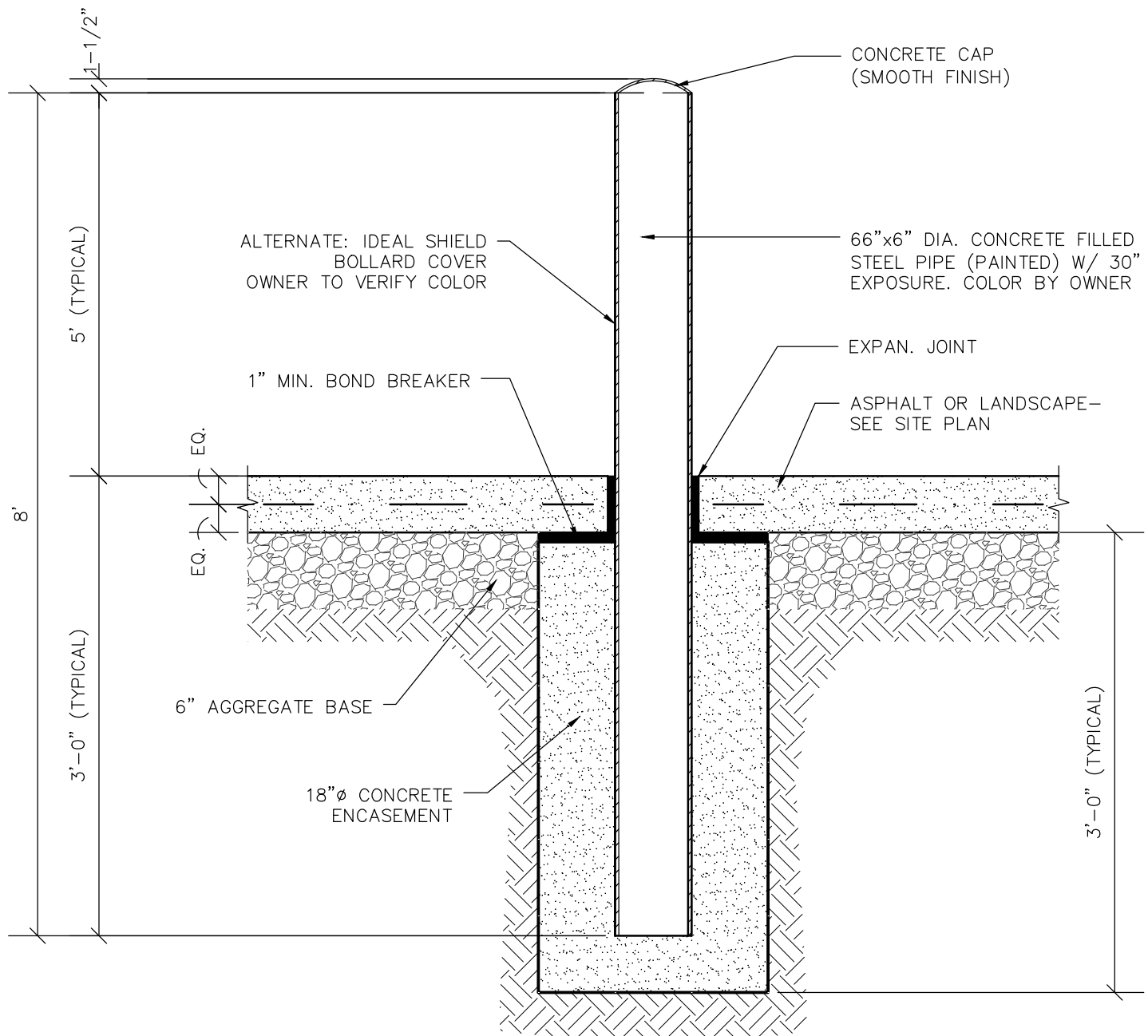


CURB TAPER DETAIL  
NO SCALE

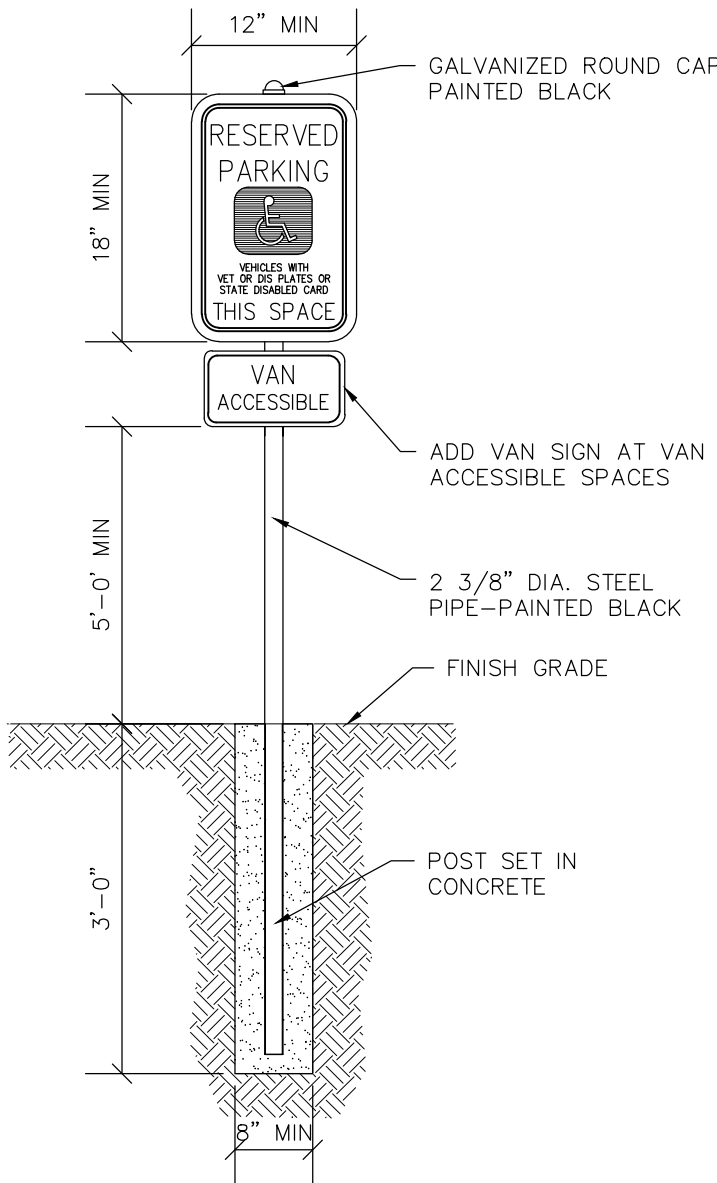


NOTE:  
THIS DETAIL IS INFORMATIONAL ONLY AND IS NOT FOR CONSTRUCTION PURPOSES. THE WALL MANUFACTURER/SUPPLIER IS RESPONSIBLE FOR FINAL DESIGN AND CONSTRUCTION DETAILS.

RETAINING WALL DETAIL  
NO SCALE



6" PIPE BOLLARD DETAIL  
NO SCALE



HANDICAP SIGNAGE WITH CONCRETE BASE DETAIL  
NO SCALE



PROPOSED CAR WASH FOR:  
**CREW CARWASH**  
N96 W17500 COUNTY LINE RD • GERMANTOWN, WI 53022

PROPOSED CAR WASH FOR:

# CREW CARWASH

N96 W17500 COUNTY LINE RD • GERMANTOWN, WI 53022

### PRELIMINARY DATES

FEB. 12, 2024

**NOT FOR CONSTRUCTION**

JOB NUMBER

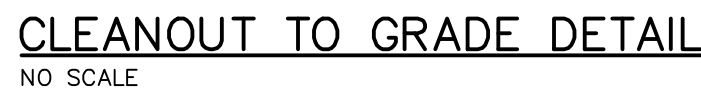
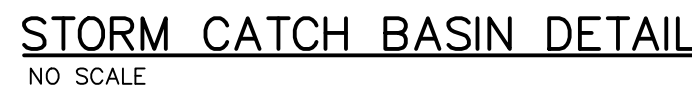
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SHEET NUMBER

# C2.1

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## CIVIL DETAILS



NOT TO SCALE

REVISÉ DATE: 10/11/2019 FJR





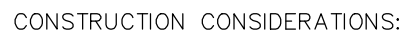
PROPOSED CAR WASH FOR:  
**CREW CARWASH**  
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**PRELIMINARY DATES**  
FEB. 12, 2024

230022600

## C2.2

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**NOTE:**

AVOID COMPACTION WITHIN RAIN GARDEN DURING CONSTRUCTION. MINIMIZE OR AVOID USE OF HEAVY EQUIPMENT WITHIN THE BASIN THROUGHOUT CONSTRUCTION WHEN PRACTICAL. FINAL CONSTRUCTION OF THE RAIN GARDEN SHALL TAKE PLACE ONCE CONTRIBUTING DRAINAGE AREA IS STABILIZED TO AVOID SILTATION. REMOVE ANY SEDIMENT DEPOSITS FOLLOWING CONSTRUCTION AS NEEDED. IT IS RECOMMENDED THAT THE BOTTOM OF THE BASIN BE SCARIFIED AND RAKED TO PROMOTE PROPER INFILTRATION.

ENGINEERED SOIL:

THE NATIVE SAND SHALL BE WASHED USDA SAND, 0.02 TO 0.04 INCHES IN DIAMETER. THE COMPOST COMPONENT SHALL MEET THE REQUIREMENTS OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES SPECIFICATION S100. ENGINEERED SOIL MIX SHALL HAVE A PH BETWEEN 5.5 AND 8.0.

VEGETATION ESTABLISHMENT:

NATIVE PLANTINGS SHALL BE ESTABLISHED AT THE BOTTOM OF THE RAIN GARDEN BASIN. VEGETATION SHALL BE ESTABLISHED WITH NATIVE PLANT PLUGS, CLASS II TYPE C EROSION CONTROL BLANKET IS REQUIRED AT THE BOTTOM OF THE BASIN TO PREVENT WASHOUTS AND ENSURE PROPER ESTABLISHMENT. FOR NATIVE PLANT PLUGS, INSTALL EROSION CONTROL BLANKET PRIOR TO PLANTING AND CUT THROUGH TO INSTALL PLANT PLUGS AS NEEDED. FOLLOW WDMR TECH STANDARD 1009 FOR ADDITIONAL CONSTRUCTION RECOMMENDATIONS. LANDSCAPE CONTRACTOR SHALL COORDINATE FINAL PLANTINGS/ESTABLISHMENT METHODS WITH SUPPLIER. REGULAR WATERING SHALL OCCUR TO PROMOTE PROPER ESTABLISHMENT OF THE NATIVE VEGETATION.

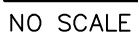
RECOMMENDED PLANT LIST:

A COMBINATION OF PLANTS SUITED FOR WET AND DRY SOIL IS RECOMMENDED TO ENSURE PROPER ESTABLISHMENT. THE LIST BELOW IS PROVIDED AS A REFERENCE FOR POTENTIAL SPECIES TO INCLUDE. FINAL SELECTIONS BY LANDSCAPER/SUPPLIER.

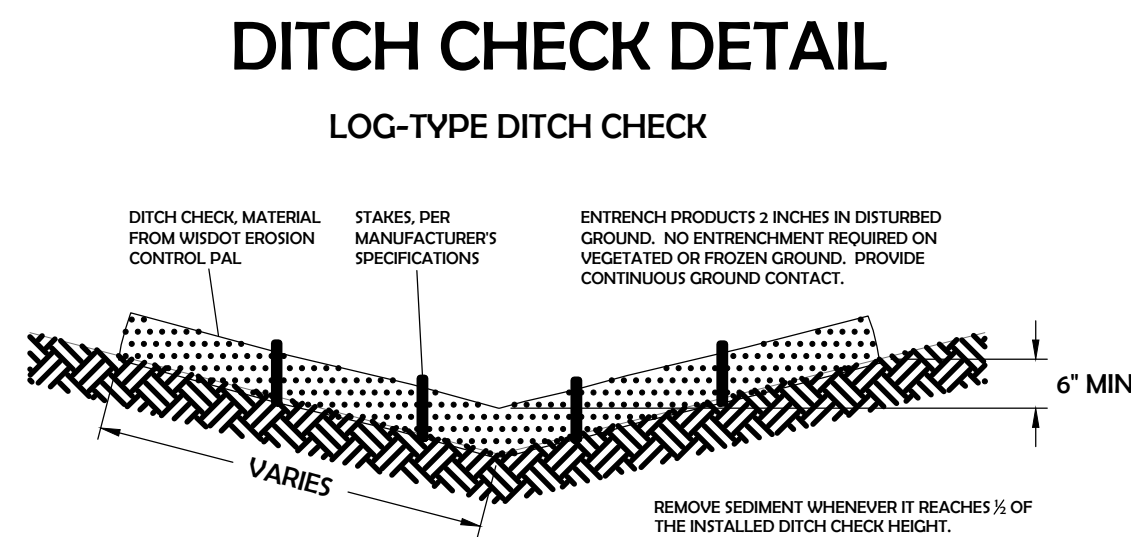
DRY SOIL: BUTTERFLY FLOWER, PURPLE PRAIRIE CLOVER, BEE BALM, LITTLE BLUESTEM SPIDERWORT, WHITE FALSE INDIGO, VIRGINIA WATERLEAF, SWEET BLACK-EYED SUSAN, BIG BLUSTEM, CUP PLANT, COMMON IRONWEED.

WET SOIL: GIANT HISSOP, CANADA ANEMONE, MARSH MILKWEED, NEW ENGLAND ASTER, TURTLEHEAD, JOE-PYE WEED, BONESET, BLUEFLAG IRIS, GREAT BLUE LOBELIA, SWITCHGRASS OBEDIENT PLANT, MOUNTAIN MINT, TALL MEADOW RUE, CULVER'S ROOT, GOLDEN ALEXANDER.

## NO SCALE

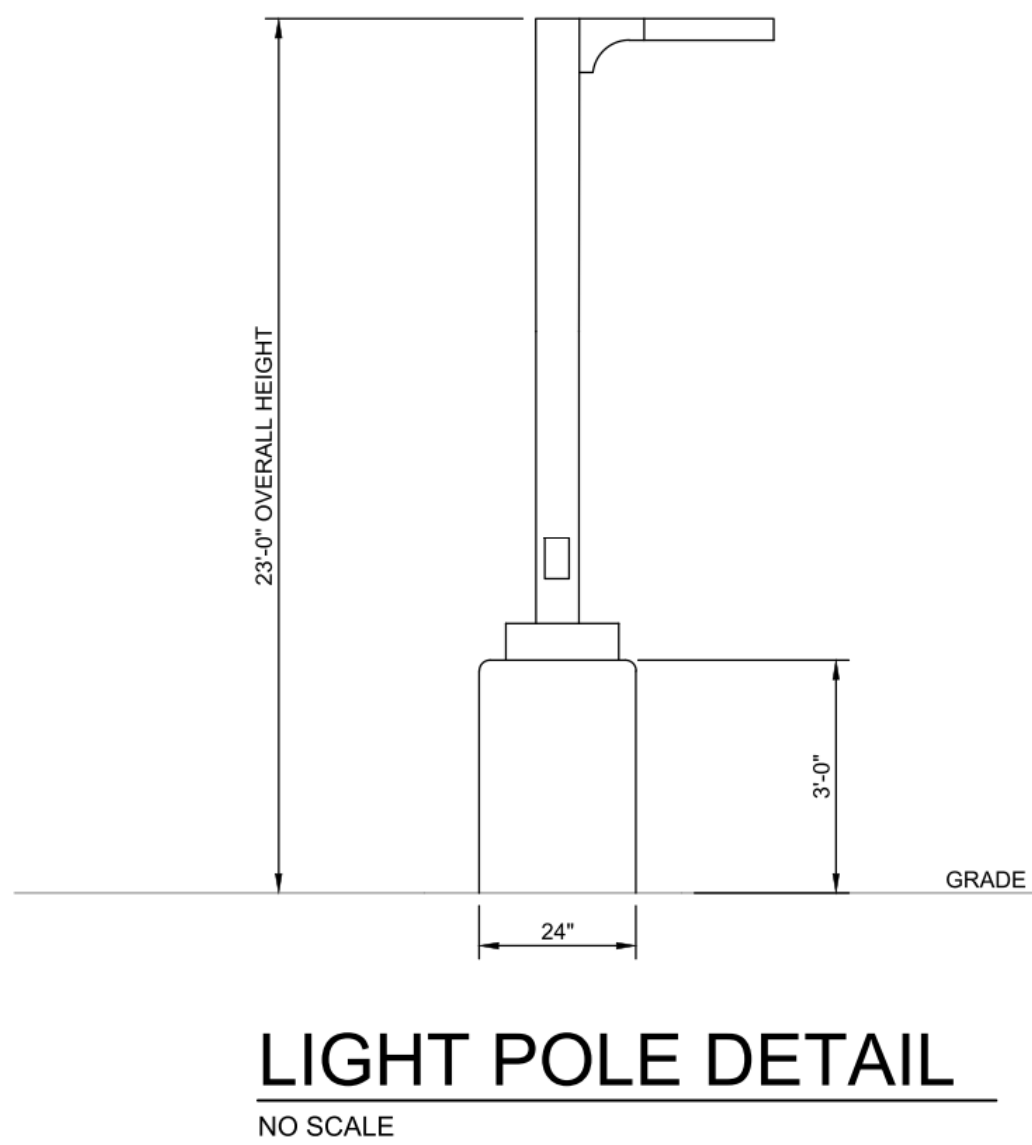


**\*\*CONTRACTOR TO FOLLOW THE EROSION CONTROL SPECIFICATIONS FOR CONSTRUCTION EROSION CONTROL INSPECTION AND MAINTENANCE.\*\***



## CIVIL DETAILS



[illegible][illegible]

| Schedule                                                                              |       |          |               |                                                                                      |                                                                                                      |              |                 |         |
|---------------------------------------------------------------------------------------|-------|----------|---------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|--------------|-----------------|---------|
| Symbol                                                                                | Label | Quantity | Manufacturer  | Catalog Number                                                                       | Description                                                                                          | Number Lamps | Lumens Per Lamp | Wattage |
|  | C     | 4        | Cree Lighting | CP5-4L-57K-DF-UL-xx-xxx                                                              | CPS Canopy Luminaire, 8L Lumen Package, 5700K, 70 CRI, Diffuse Lambertian Distribution               | 1            | 8091            | 50.6    |
|  | L14   | 1        | Cree Lighting | OSQL-C-22L-57K-4M-Ux-xx-xxx-xx-xx<br>CONFIGURED FROM OSQL-C-xxL-30K7-4M-UL-xx-xxx-xx | CONFIGURED FROM OSQL-C Luminaire, 3000K, 70 CRI, Type IV Mid                                         | 1            | 20900           | 131     |
|  | L13H  | 3        | Cree Lighting | OSQL-C-22L-57K-3B-Ux-xx-xxx-xx-xx<br>CONFIGURED FROM OSQL-C-40L-30K7-3B-UL-xx-xxx-xx | CONFIGURED FROM OSQL-C Luminaire, 40L Lumen Package, 3000K, 70CRI, Type III Mid Optic w/Internal BLS | 1            | 14375           | 131     |
|  | L14H  | 3        | Cree Lighting | OSQL-C-22L-57K-4B-Ux-xx-xxx-xx-xx<br>CONFIGURED FROM OSQL-C-xxL-40K7-4B-UL-xx-xxx-xx | CONFIGURED FROM OSQL-C Luminaire, 3000K, 70 CRI, Type IV Mid w-Internal BLS                          | 1            | 13175           | 131     |

| Statistics   |        |         |         |        |         |         |
|--------------|--------|---------|---------|--------|---------|---------|
| Description  | Symbol | Avg     | Max     | Min    | Max/Min | Avg/Min |
| POS CANOPY   | +      | 12.2 fc | 14.0 fc | 9.9 fc | 1.4:1   | 1.2:1   |
| Calc Zone #1 | +      | 1.8 fc  | 7.9 fc  | 0.0 fc | N/A     | N/A     |
| PARKING LOT  | X      | 3.0 fc  | 6.8 fc  | 0.6 fc | 11.3:1  | 5.0:1   |



## CIVIL SITE PHOTOMETRIC PLAN &amp; DETAILS



## PROJECT INFORMATION

PROPOSED CAR WASH FOR:  
**CREW CARWASH**  
N96 W17500 COUNTY LINE RD • GERMANTOWN, WI 53022

PROFESSIONAL SEAL

## PRELIMINARY DATES

FEB. 12, 2024

## JOB NUMBER

230022600

SHEET NUMBER

## C3.1

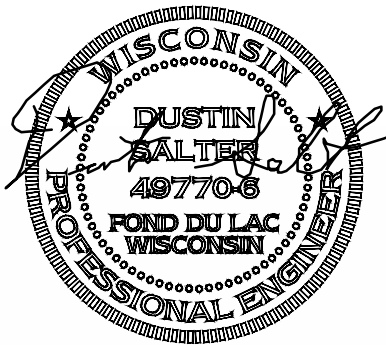


# Storm Water & Erosion Control Calculations For: **Crew Carwash**

**Germantown, Wisconsin**

Excel Job # 230022600

FEBRUARY 12, 2024



Prepared by Dustin Salter, PE  
100 Camelot Drive • Fond du Lac, WI 54935  
920-926-9800 • [www.excelengineer.com](http://www.excelengineer.com)

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## Appendices

Appendix A: Existing Drainage Patterns

Appendix B: Green Infrastructure Drainage Exhibit

Appendix C: Storm Pipe Calculations

Appendix D: Web Soil Survey Map

Appendix E: Post Construction Operation and Maintenance Plan

## 0.0 Introduction

### 0.1 Existing Conditions

The proposed redevelopment project site is located at N96W17500 County Line Road in the Village of Germantown, Wisconsin. The project site is approximately 1 acre in size. The site is bound by Emmer Road to the south and adjacent commercial properties to the north, east, and west. The existing site currently consists of a BP gas station along with a self-serve carwash and associated paved parking and drive lanes. The existing site will be completely razed as needed for the proposed new site improvements. The site currently sheet drains from north to south where stormwater is conveyed to a roadside ditch at the south end of the property. Stormwater is eventually conveyed via culverts to the Menomonee River located directly south of County Line Road. A representation of the existing site and current drainage patterns is provided in Appendix A.

### 0.2 Proposed Project Overview

The proposed redevelopment project consists of constructing a new Crew Carwash facility along with associated site improvements. Site improvements include concrete parking areas, sidewalks, and drive aisles. The proposed site improvements will result in approximately 43,346 square feet (0.995 acres) of disturbed site area. Proposed drainage patterns will match the existing site drainage patterns. Stormwater will be conveyed via sheet flow to various new inlet structures that will convey stormwater to the same discharge point as the current condition at the south end of the site. Refer to the construction plan set for a representation of the proposed site and final drainage patterns.

### 0.3 Stormwater Management Applicability

As previously mentioned, this project site is considered a redevelopment project site as defined by WDNR standards. Since the disturbed project area is less than one acre in total site disturbance, a construction site NOI is not required and the project is exempt from the WI DNR post construction stormwater management performance standards outlined in NR 151 for redevelopment sites. The project site will therefore be required to meet the local performance standards as required by the Village of Germantown and MMSD. Furthermore, since the redevelopment project site will disturb less than two acres of land and will add between 5,000 square feet and 21,780 square feet of new impervious area, the project site will be subject to meeting the green infrastructure requirements as defined by Chapter 13 of MMSD. The below sections of this report detail how the project site meets or exceeds the applicable requirements.

## 1.0 Design Criteria

### 1.1 Soils

Site specific geotechnical investigations have not yet been completed on the project site, therefore, soil characteristics were determined by utilizing available web soil survey information. See Table 1 below for a summary of the soils and hydrologic ratings indicated by the web soil survey map. Refer to Appendix D for the associated web soil survey map. Hydrologic soil group C soils were utilized for the site storm sewer sizing calculation.

Table 1: Web Soil Survey

| MAP SYMBOL | SOIL TYPE         | HYDROLOGIC RATING |
|------------|-------------------|-------------------|
| Cw         | Colwood silt loam | C/D               |
| MtA        | Mequon silt loam  | C/D               |
| OuB        | Ozaukee silt loam | C                 |

### 1.2 Rainfall Data

NOAA Atlas 14, Washington County rainfall depths with an MSE3 distribution were used for the site stormwater calculations. See Table 2 below for the rainfall data used.

Table 2: NOAA Atlas 14 24-hour Rainfall Depth

| DESIGN STORM | RAINFALL DEPTH (INCHES) |
|--------------|-------------------------|
| 10-YEAR      | 3.82                    |

## 2.0 Stormwater Management Requirements

### 2.1 Wisconsin DNR Summary

As previously stated, the project site will result in 43,346 square feet (0.995 acres) of disturbed site area. Therefore, a construction site NOI will not be required by WI DNR. Therefore, the performance standards relating to peak discharge, TSS removal, infiltration, etc do not apply to the proposed redevelopment project.

### 2.2 Village of Germantown/MMSD Summary

Since the redevelopment project site will disturb less than two acres of land and will add between 5,000 square feet and 21,780 square feet of new impervious area, the project site will be subject to meeting the green infrastructure requirements as defined by Chapter 13.302(3)(c) of MMSD.

## 2.3 Green Infrastructure

The redevelopment project site will utilize a rain garden BMP to meet the green infrastructure requirements as defined by Chapter 13.302(3)(c) of MMSD. A total of 432 square feet of rain garden area is required based upon the new impervious area added. The proposed rain garden will total approximately 500 square feet, therefore exceeding this requirement. See Table 3 below for a summary of the green infrastructure requirements. Refer to Appendix B for a green infrastructure drainage area exhibit. Refer to the construction plan set for design details of the proposed rain garden BMP.

Table 3. Rain Garden

| Green Infrastructure Summary                                  |      |     |
|---------------------------------------------------------------|------|-----|
| Total New Added Impervious                                    | 6093 | sf  |
| Volume Required<br>(1/2" x New Impervious Area)               | 254  | cf  |
|                                                               | 1899 | gal |
| Rain Garden Area Required<br>(Per Section 13.302(4)(b) Table) | 432  | sf  |
| Rain Garden Area Provided                                     | 500  | sf  |

## 3.0 Storm Sewer Design

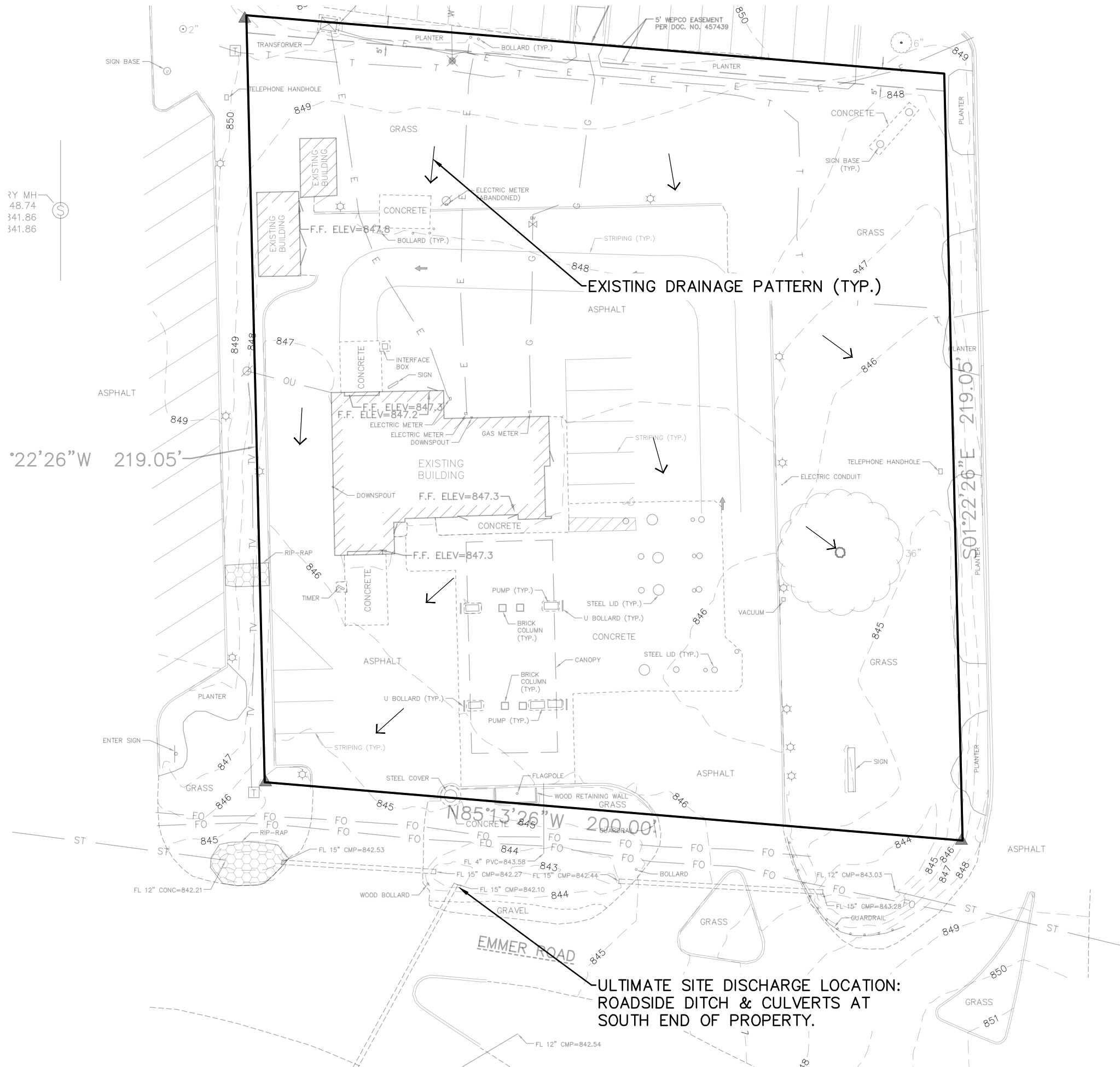
All storm sewer has been designed to convey the 10-year 24-hour post development storm. Additional capacity has been provided as a safety factor. See Appendix C, for pipe drainage areas and calculations

## 4.0 Erosion Control

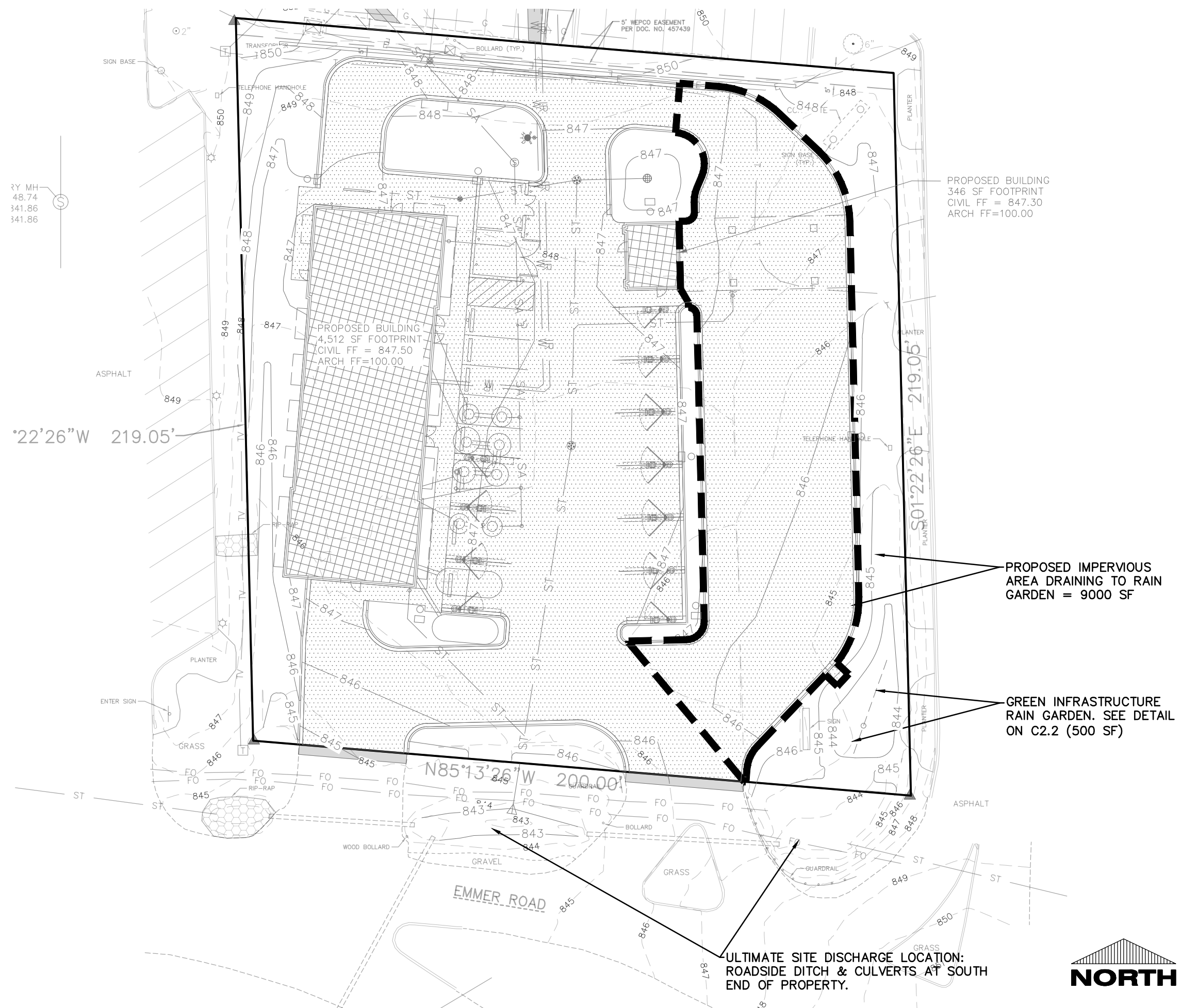
The erosion control specifications, construction sequence, site stabilization notes, seeding notes, dewatering notes, and post construction and maintenance plan will be included on sheet C0.1, C1.2, and C2.2 of the construction plan set.



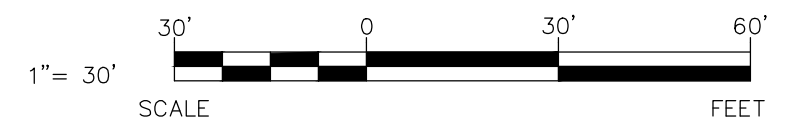
## Appendix A: Existing Drainage Patterns



## Appendix B: Green Infrastructure Drainage Exhibit

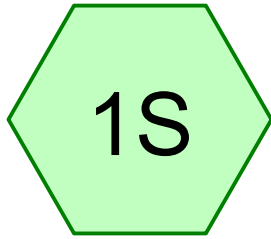


## RAIN GARDEN EXHIBIT

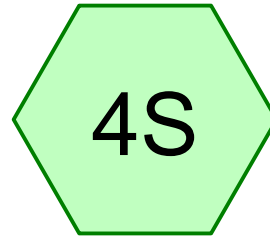


## Appendix C: Storm Pipe Calculations

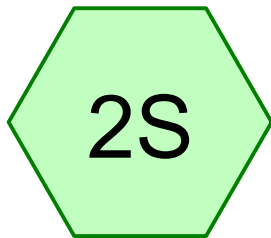




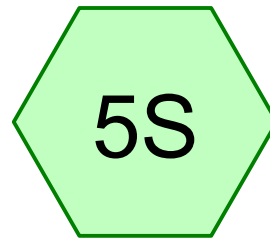
PIPE BASIN 1



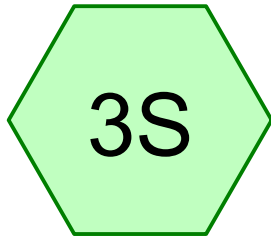
PIPE BASIN 4



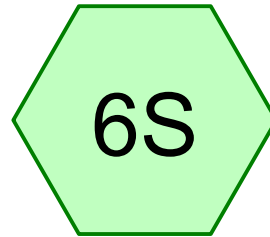
PIPE BASIN 2



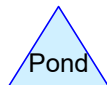
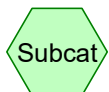
PIPE BASIN 5



PIPE BASIN 3



PIPE BASIN 6



**Routing Diagram for Pipe Calculations**

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HydroCAD® 10.00-21 s/n 01178 © 2018 HydroCAD Software Solutions LLC



## Pipe Calculations

Prepared by {enter your company name here}

Printed 2/12/2024

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Page 2

### Area Listing (all nodes)

| Area<br>(acres) | CN        | Description<br>(subcatchment-numbers) |
|-----------------|-----------|---------------------------------------|
| 0.433           | 98        | (1S, 2S, 3S, 4S, 6S)                  |
| 0.055           | 74        | (2S, 3S, 4S, 5S)                      |
| <b>0.488</b>    | <b>95</b> | <b>TOTAL AREA</b>                     |

## Pipe Calculations

MSE 24-hr 3 10 YR Rainfall=3.82"

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Printed 2/12/2024

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Page 3

Time span=0.00-24.00 hrs, dt=0.05 hrs, 481 points  
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

|                                     |                                                                                                         |
|-------------------------------------|---------------------------------------------------------------------------------------------------------|
| <b>Subcatchment1S: PIPE BASIN 1</b> | Runoff Area=0.104 ac 100.00% Impervious Runoff Depth>3.58"<br>Tc=6.0 min CN=98 Runoff=0.57 cfs 0.031 af |
| <b>Subcatchment2S: PIPE BASIN 2</b> | Runoff Area=0.185 ac 96.22% Impervious Runoff Depth>3.47"<br>Tc=6.0 min CN=97 Runoff=1.00 cfs 0.054 af  |
| <b>Subcatchment3S: PIPE BASIN 3</b> | Runoff Area=0.057 ac 66.67% Impervious Runoff Depth>2.75"<br>Tc=6.0 min CN=90 Runoff=0.27 cfs 0.013 af  |
| <b>Subcatchment4S: PIPE BASIN 4</b> | Runoff Area=0.092 ac 85.87% Impervious Runoff Depth>3.25"<br>Tc=6.0 min CN=95 Runoff=0.48 cfs 0.025 af  |
| <b>Subcatchment5S: PIPE BASIN 5</b> | Runoff Area=0.016 ac 0.00% Impervious Runoff Depth>1.47"<br>Tc=6.0 min CN=74 Runoff=0.04 cfs 0.002 af   |
| <b>Subcatchment6S: PIPE BASIN 6</b> | Runoff Area=0.034 ac 100.00% Impervious Runoff Depth>3.58"<br>Tc=6.0 min CN=98 Runoff=0.19 cfs 0.010 af |

**Total Runoff Area = 0.488 ac Runoff Volume = 0.135 af Average Runoff Depth = 3.31"**  
**11.27% Pervious = 0.055 ac 88.73% Impervious = 0.433 ac**

Pipe Calculations

Summary for Subcatchment 1S: PIPE BASIN 1

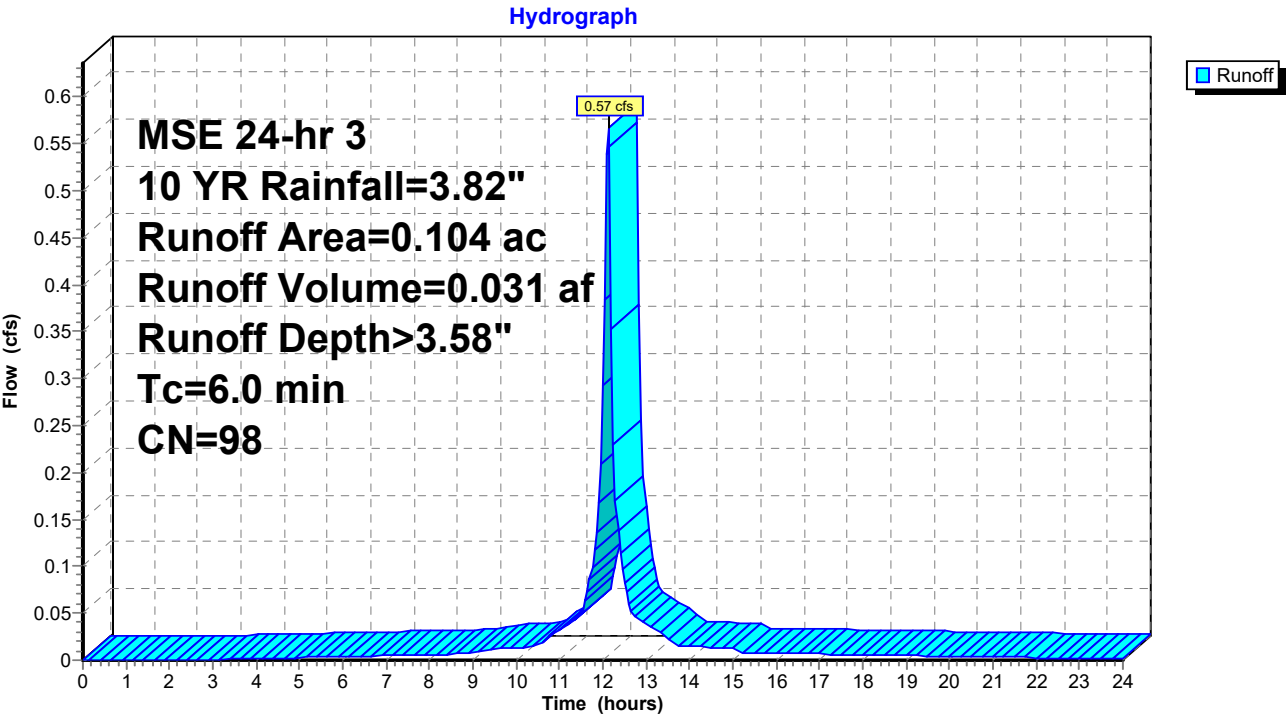
Runoff = 0.57 cfs @ 12.13 hrs, Volume= 0.031 af, Depth> 3.58"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 10 YR Rainfall=3.82"

| Area (ac) | CN | Description             |
|-----------|----|-------------------------|
| * 0.104   | 98 |                         |
| 0.104     |    | 100.00% Impervious Area |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description   |
|----------|---------------|---------------|-------------------|----------------|---------------|
| 6.0      |               |               |                   |                | Direct Entry, |

Subcatchment 1S: PIPE BASIN 1



Pipe Calculations

Summary for Subcatchment 2S: PIPE BASIN 2

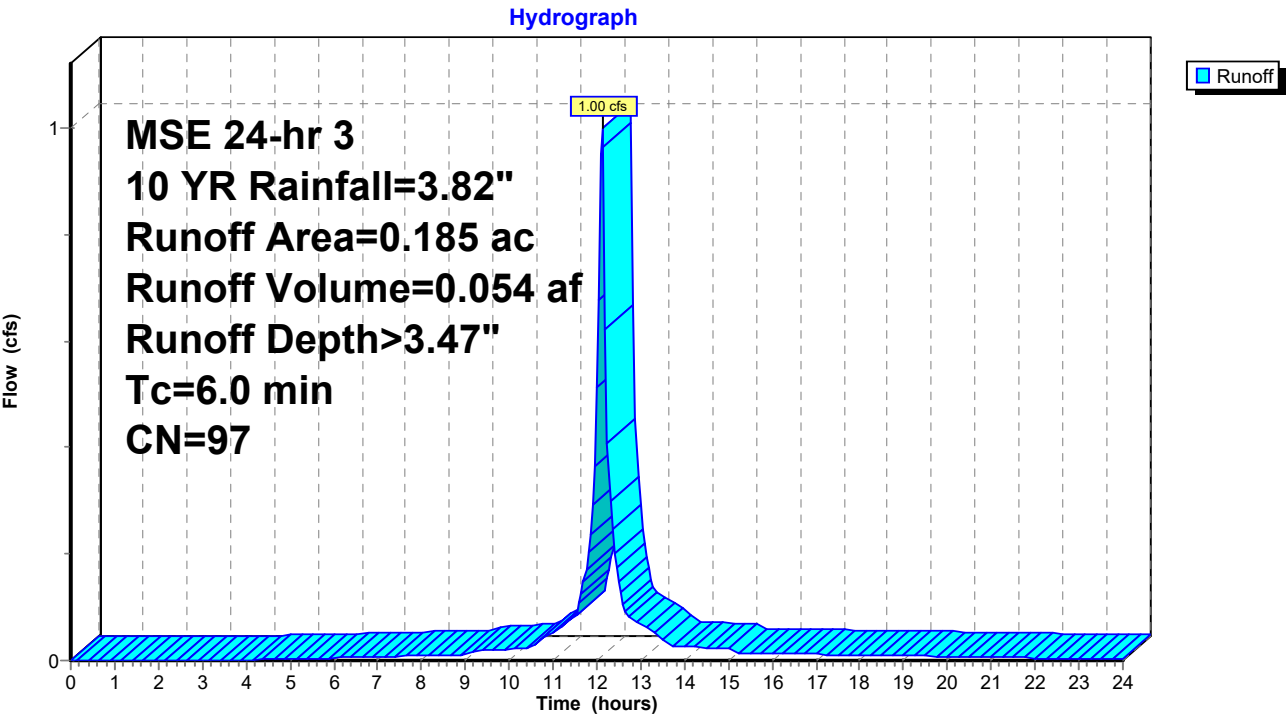
Runoff = 1.00 cfs @ 12.13 hrs, Volume= 0.054 af, Depth> 3.47"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 10 YR Rainfall=3.82"

|   | Area (ac) | CN | Description            |
|---|-----------|----|------------------------|
| * | 0.178     | 98 |                        |
| * | 0.007     | 74 |                        |
|   | 0.185     | 97 | Weighted Average       |
|   | 0.007     |    | 3.78% Pervious Area    |
|   | 0.178     |    | 96.22% Impervious Area |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description   |
|----------|---------------|---------------|-------------------|----------------|---------------|
| 6.0      |               |               |                   |                | Direct Entry, |

Subcatchment 2S: PIPE BASIN 2



## Pipe Calculations

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MSE 24-hr 3 10 YR Rainfall=3.82"

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### Summary for Subcatchment 3S: PIPE BASIN 3

Runoff = 0.27 cfs @ 12.13 hrs, Volume= 0.013 af, Depth> 2.75"

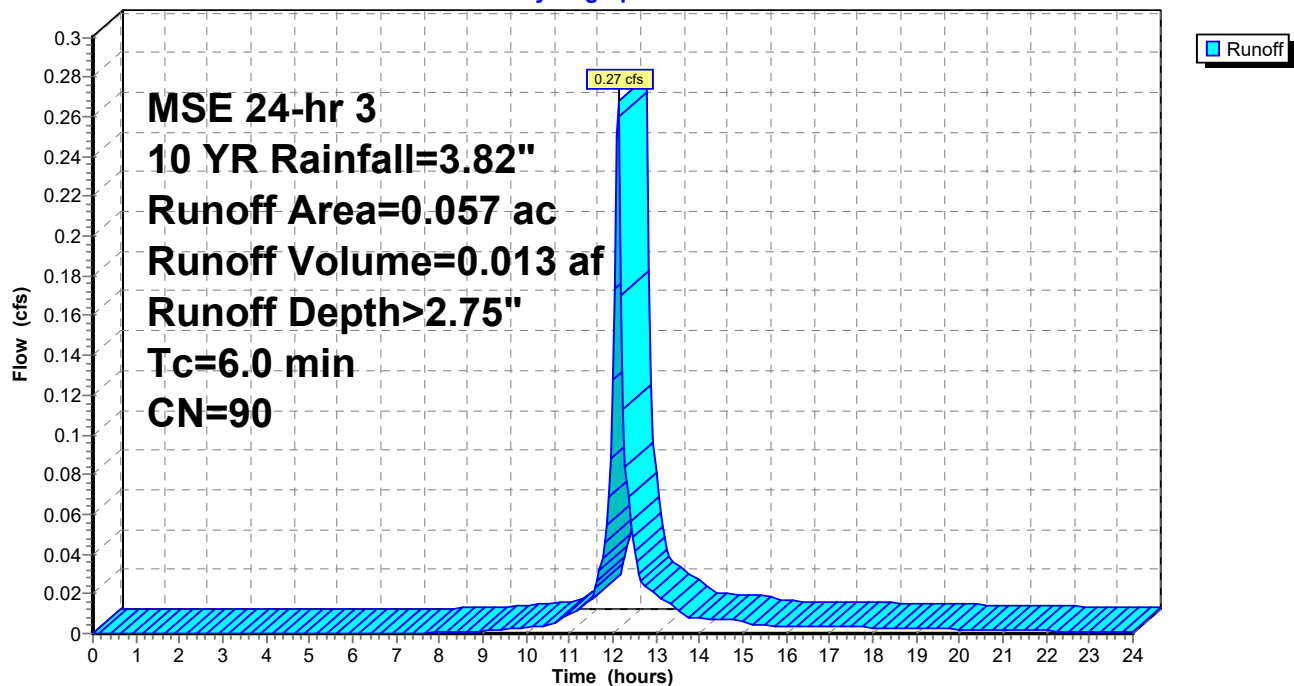
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 10 YR Rainfall=3.82"

|   | Area (ac) | CN | Description            |
|---|-----------|----|------------------------|
| * | 0.038     | 98 |                        |
| * | 0.019     | 74 |                        |
|   | 0.057     | 90 | Weighted Average       |
|   | 0.019     |    | 33.33% Pervious Area   |
|   | 0.038     |    | 66.67% Impervious Area |

| Tc<br>(min) | Length<br>(feet) | Slope<br>(ft/ft) | Velocity<br>(ft/sec) | Capacity<br>(cfs) | Description   |
|-------------|------------------|------------------|----------------------|-------------------|---------------|
| 6.0         |                  |                  |                      |                   | Direct Entry, |

### Subcatchment 3S: PIPE BASIN 3

Hydrograph



Pipe Calculations

Summary for Subcatchment 4S: PIPE BASIN 4

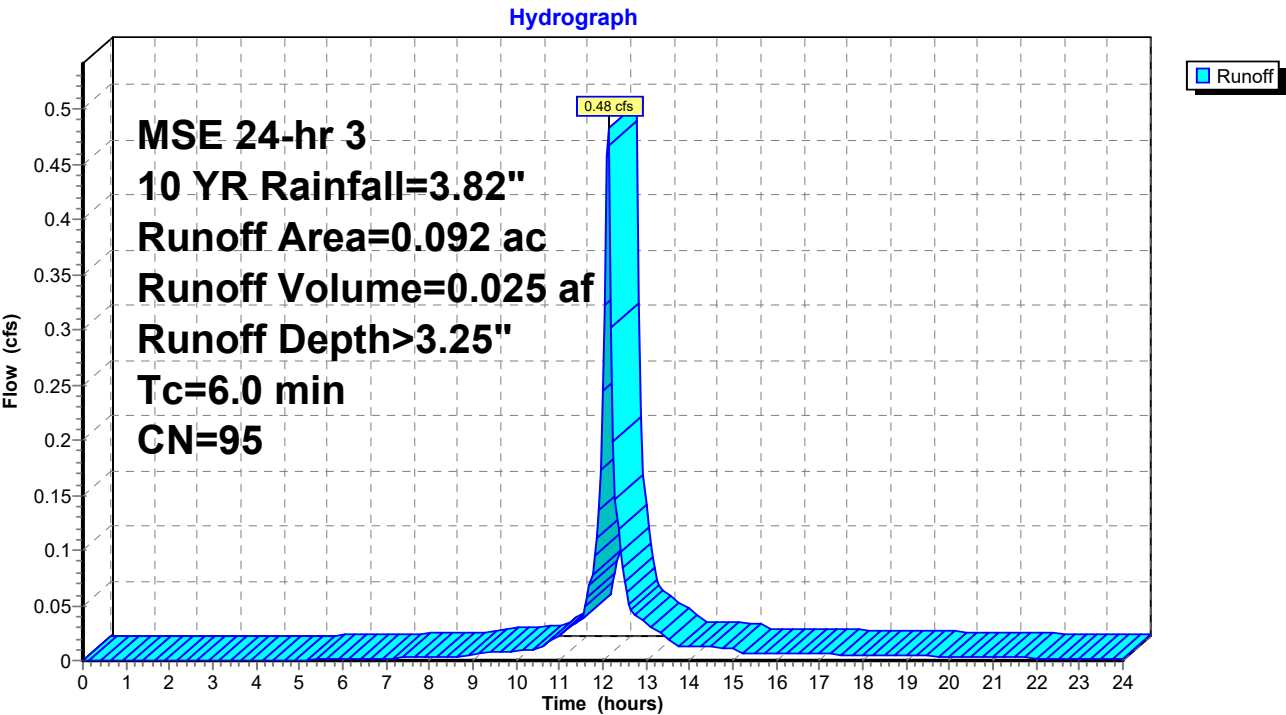
Runoff = 0.48 cfs @ 12.13 hrs, Volume= 0.025 af, Depth> 3.25"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 10 YR Rainfall=3.82"

|   | Area (ac) | CN | Description            |
|---|-----------|----|------------------------|
| * | 0.079     | 98 |                        |
| * | 0.013     | 74 |                        |
|   | 0.092     | 95 | Weighted Average       |
|   | 0.013     |    | 14.13% Pervious Area   |
|   | 0.079     |    | 85.87% Impervious Area |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description   |
|----------|---------------|---------------|-------------------|----------------|---------------|
| 6.0      |               |               |                   |                | Direct Entry, |

Subcatchment 4S: PIPE BASIN 4



## Pipe Calculations

Prepared by {enter your company name here}

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MSE 24-hr 3 10 YR Rainfall=3.82"

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### Summary for Subcatchment 5S: PIPE BASIN 5

Runoff = 0.04 cfs @ 12.14 hrs, Volume= 0.002 af, Depth> 1.47"

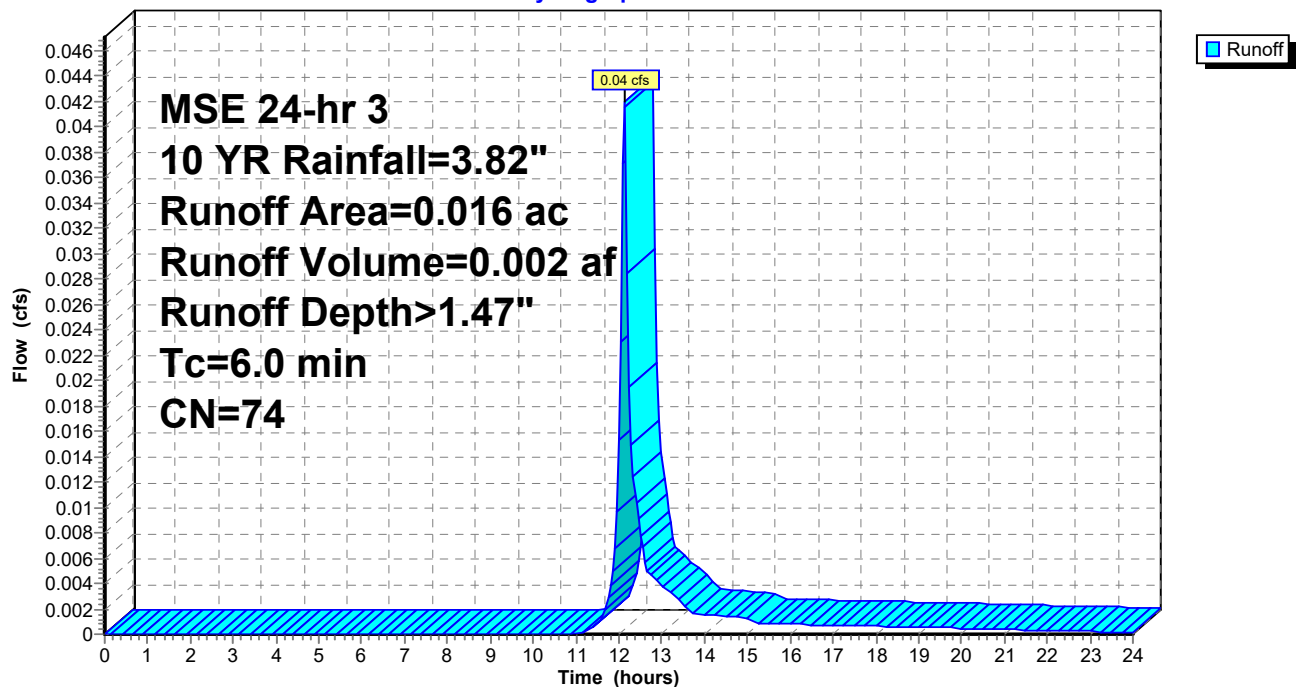
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 10 YR Rainfall=3.82"

| Area (ac) | CN | Description           |
|-----------|----|-----------------------|
| * 0.016   | 74 |                       |
| 0.016     |    | 100.00% Pervious Area |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description   |
|----------|---------------|---------------|-------------------|----------------|---------------|
| 6.0      |               |               |                   |                | Direct Entry, |

### Subcatchment 5S: PIPE BASIN 5

Hydrograph





Pipe Calculations

Summary for Subcatchment 6S: PIPE BASIN 6

Runoff = 0.19 cfs @ 12.13 hrs, Volume= 0.010 af, Depth> 3.58"

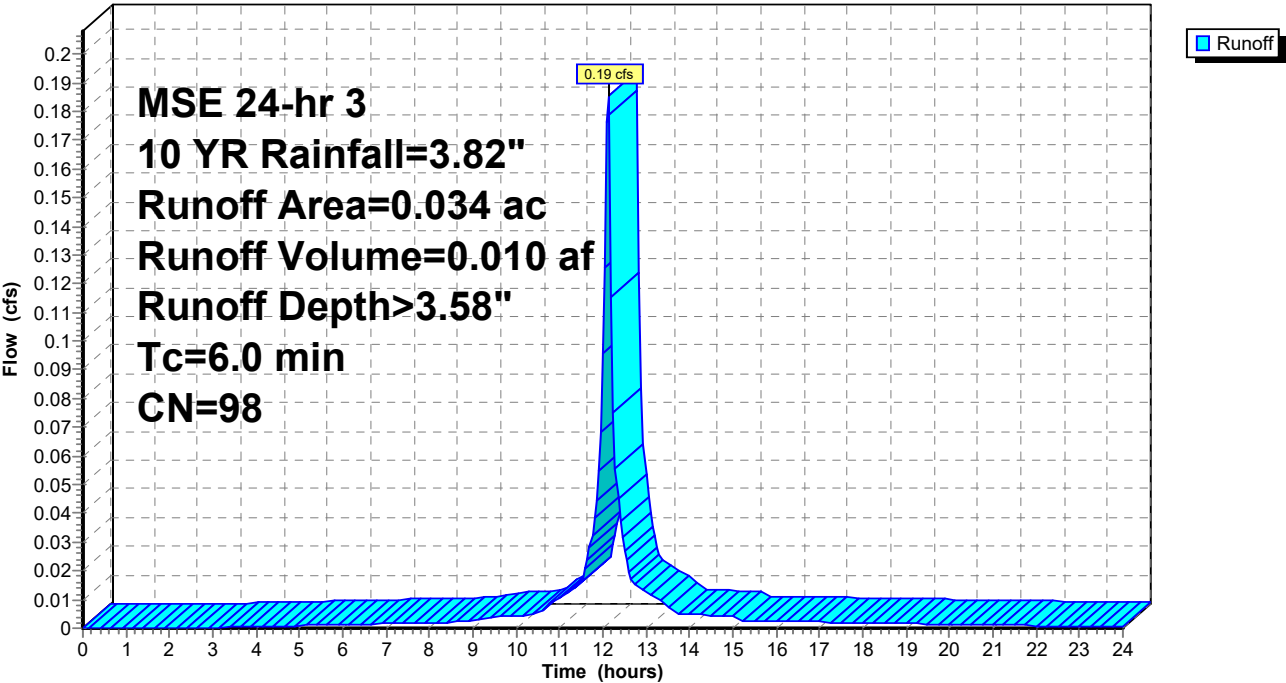
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 10 YR Rainfall=3.82"

| Area (ac) | CN | Description             |
|-----------|----|-------------------------|
| * 0.034   | 98 |                         |
| 0.034     |    | 100.00% Impervious Area |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description   |
|----------|---------------|---------------|-------------------|----------------|---------------|
| 6.0      |               |               |                   |                | Direct Entry, |

Subcatchment 6S: PIPE BASIN 6

Hydrograph



Excel Engineering Project No. 230022600

Project Name Crew Carwash - Germantown

| Pipe Data |               |               |             | Pipe Capacity (10-yr)      |                  |                  |                          |                          |
|-----------|---------------|---------------|-------------|----------------------------|------------------|------------------|--------------------------|--------------------------|
| Pipe ID   | Diameter (FT) | Slope (FT/FT) | Manning's n | Contributing Basin Numbers | Total Flow (cfs) | Total Flow (gpm) | Full Flow Capacity (cfs) | Full Flow Capacity (gpm) |
| A         | 1             | 0.0053        | 0.012       | 1,2,3,4,5,6                | 2.55             | 1144             | 2.82                     | 1264                     |
| B         | 0.67          | 0.0150        | 0.012       | 1                          | 0.57             | 256              | 1.63                     | 731                      |
| C         | 1             | 0.0050        | 0.012       | 3,4,5,6                    | 0.98             | 440              | 2.74                     | 1228                     |
| D         | 0.67          | 0.0050        | 0.012       | 6                          | 0.19             | 85               | 0.94                     | 422                      |
| E         | 0.83          | 0.0040        | 0.012       | 5                          | 0.04             | 18               | 1.49                     | 668                      |
| F         | 0.67          | 0.0055        | 0.012       | 3                          | 0.27             | 121              | 0.99                     | 443                      |
| G         | 0.67          | 0.0055        | 0.012       | 3                          | 0.27             | 121              | 0.99                     | 443                      |

Full Flow Capacity based off Manning's Equation

$$Q = \frac{1.49}{n} R^{2/3} S^{1/2} a$$

Where: Q = Full Flow Capacity of Pipe (cfs)  
n = manning's roughness coefficient  
R = hydraulic radius (ft) (D/4)  
s = hydraulic gradient, slope (ft/ft)  
a = flow area (sq. ft.)

Typical Manning's n

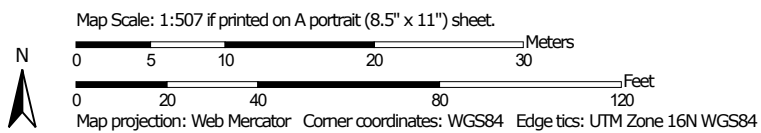
HDPE 0.012  
PVC 0.012  
Concrete 0.013  
CMP 0.024

| Pipe Basin Number | 10 Yr Flow (cfs) |
|-------------------|------------------|
| 1                 | 0.57             |
| 2                 | 1.00             |
| 3                 | 0.27             |
| 4                 | 0.48             |
| 5                 | 0.04             |
| 6                 | 0.19             |

\*Total Flow calculated via TR-55 hydrologic calculations. Reference Storm Pipe Basin Map & TR-55 Calculations

## Appendix D: Web Soil Survey Map

# Hydrologic Soil Group—Washington County, Wisconsin



**Natural Resources  
Conservation Service**

Web Soil Survey  
National Cooperative Soil Survey

## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

#### Soil Rating Polygons

 A  
 A/D  
 B  
 B/D  
 C  
 C/D  
 D  
 Not rated or not available

#### Soil Rating Lines

 A  
 A/D  
 B  
 B/D  
 C  
 C/D  
 D  
 Not rated or not available

#### Soil Rating Points

 A  
 A/D  
 B  
 B/D

 C  
 C/D  
 D  
 Not rated or not available

### Water Features

 Streams and Canals

### Transportation

 Rails  
 Interstate Highways  
 US Routes  
 Major Roads  
 Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Washington County, Wisconsin  
 Survey Area Data: Version 23, Sep 8, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 4, 2022—Sep 13, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Hydrologic Soil Group

| Map unit symbol                    | Map unit name                                                       | Rating | Acres in AOI | Percent of AOI |
|------------------------------------|---------------------------------------------------------------------|--------|--------------|----------------|
| Cw                                 | Colwood silt loam, 0 to 2 percent slopes                            | C/D    | 0.1          | 10.6%          |
| MtA                                | Mequon silt loam, 1 to 3 percent slopes                             | C/D    | 1.1          | 89.0%          |
| OuB                                | Ozaukee silt loam, high carbonate substratum, 2 to 6 percent slopes | C      | 0.0          | 0.4%           |
| <b>Totals for Area of Interest</b> |                                                                     |        | <b>1.2</b>   | <b>100.0%</b>  |

## Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

## Rating Options

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher



## Appendix E: Post Construction Operation and Maintenance Plan

The owner of the property affected shall inspect and maintain the following stormwater management systems frequently, especially after heavy rainfalls, but at least on an annual basis unless otherwise specified.

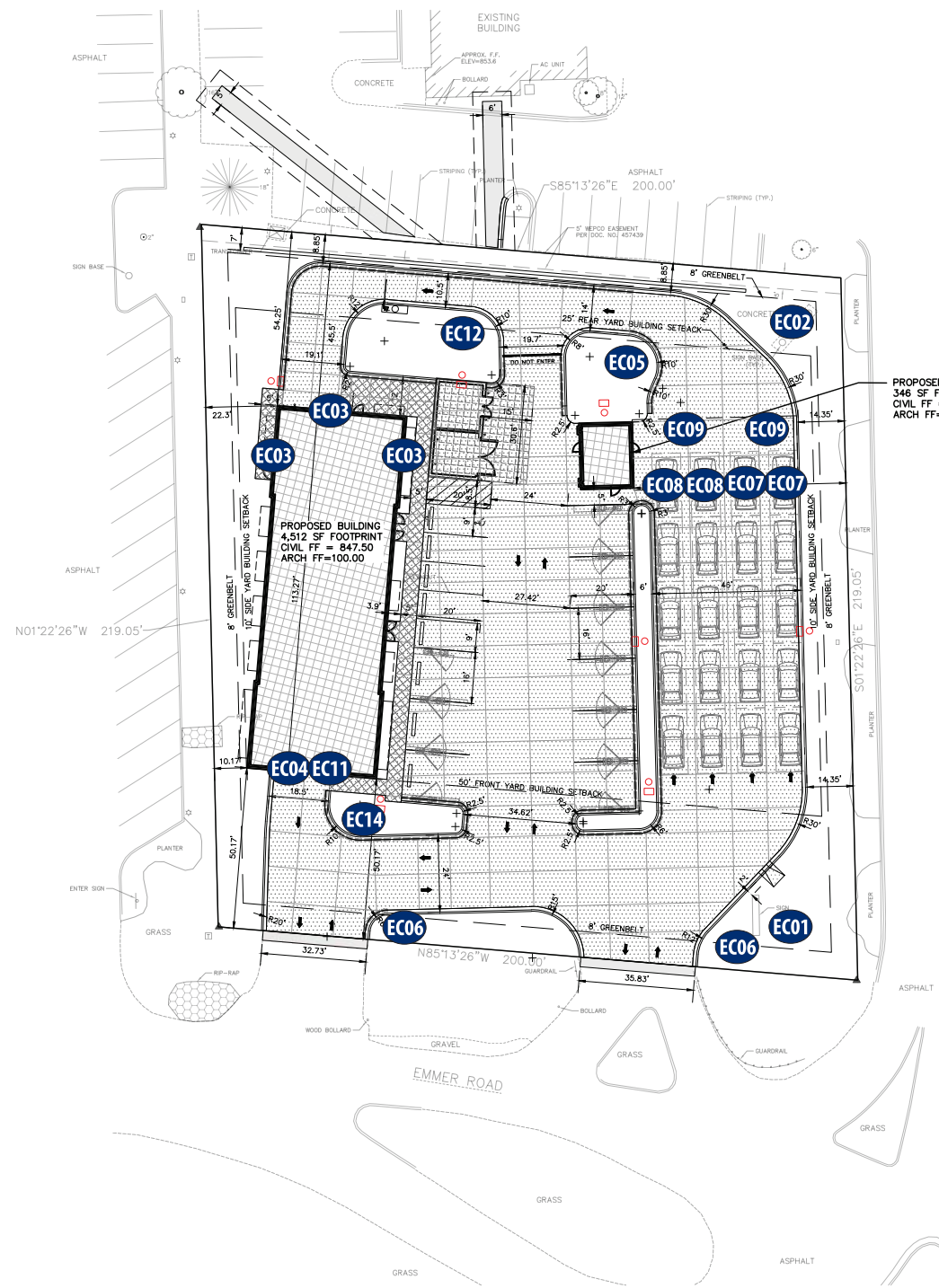
| <b>STORMWATER FACILITY</b>       | <b>TYPE OF ACTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Lawn and Landscaped Areas     | All lawn areas shall be kept clear of any materials that block the flow of stormwater. Rills and small gullies shall immediately be filled and seeded or have sod placed in them. The lawn shall be kept mowed, tree seedlings shall be removed, and litter shall be removed from landscaped areas.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 2. Swales                        | All grassed swales showing signs of erosion, scour, or channelization shall be repaired, reinforced, and revegetated immediately. All swales shall be repaired to the original plan requirements. Mowing shall take place no less than twice per year at a height of no less than three inches. Grasses shall not be allowed to grow to a height that permits branching or bending. Mowing shall only take place when the ground is dry and able to support machinery.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 3. Rip Rap                       | All rip rap showing signs of erosion or scour shall be repaired and reinforced immediately. Rip rap should be kept clean of vegetation and sediment. All rip rap shall be repaired to the construction plan requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 4. Catch Basin/Curb Inlet Grates | The grate openings to these structures must be kept cleared of any clogging or the blocking of stormwater flow.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 5. Rain Garden                   | During the first 2-3 months of establishment, the garden will require, at a minimum, watering on a weekly basis depending on weather. Visual inspections of the garden shall be performed annually at a minimum and more frequently during establishment. Maintenance shall be required when standing water occurs 3 days after a rain event. Rain garden can be dewatered by utilizing a submersible pump in the maintenance port/drawdown device. Maintenance shall consist of the removal of sediment, and a 2 foot undercut. Replace the undercut material with 1/3 topsoil, 1/3 compost, and 1/3 sand. Restoration of plant material shall be by plugging 1 native perennial per square foot, not by seeding. In the spring of each growing year, dead vegetation shall be removed to allow for new growth. At least 2 times during the growing season, the garden should be weeded and additional hardwood mulch shall be added as needed to assist in weed suppression. |
| 6. Record of Maintenance         | The operation and maintenance plan shall remain onsite and be available for inspection when requested by the local governing agency. When requested, the owner shall make available for inspection all maintenance records to the department or agent for the life of the system.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |



*GERMANTOWN, WI*



SITE MAP



PROPOSED BUILDING  
346 SF FOOTPRINT  
CIVIL FF = 847.50  
ARCH FF=100.00

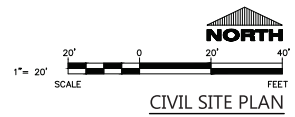
PROPOSED BUILDING  
4,512 SF FOOTPRINT  
CIVIL FF = 847.50  
ARCH FF=100.00

NOTE:  
CONTRACTOR TO COORDINATE  
WITH OWNER AND MEP PLANS  
FOR ANY EXTERIOR HEATED  
CONCRETE SLAB LOCATIONS  
& REQUIREMENTS.

NOTE:  
KNOX BOX TO BE PROVIDED AT PRIMARY  
ENTRANCE PER LOCAL REQUIREMENTS.  
CONTRACTOR TO COORDINATE W/ BUILDING  
INSPECTOR/FIRE DEPARTMENT FOR SPECIFIC  
REQUIREMENTS.

PAVEMENT HATCH KEY:  
ASPHALT  
HEAVY DUTY CONCRETE  
DUMPSTER PAD CONCRETE  
SIDEWALK CONCRETE  
\*SEE SHEET C0.1 FOR SECTION REQUIREMENTS

CURB & GUTTER MARKING KEY:  
INVERTED CURB & GUTTER  
SHEDDING CURB & GUTTER



SPECIFICATION NOTE:  
SEE SHEET C0.1 FOR PLAN  
SPECIFICATIONS AND REQUIREMENTS

SITE INFORMATION:  
PROPERTY ADDRESS: N96W17500 COUNTY LINE RD, GERMANTOWN WI  
PARCEL ID NUMBER: 334990  
PROPERTY AREA: 43,558 S.F. (1.00 ACRES).  
EXISTING ZONING: B-5 W/ HIGHWAY INTERCHANGE AREA OVERLAY  
PROPOSED ZONING: B-5 W/ HIGHWAY INTERCHANGE AREA OVERLAY  
PROPOSED USE: CONVEYOR-STYLE CARWASH  
AREA OF SITE DISTURBANCE: 43,346 SF (0.995 AC)  
SETBACKS: BUILDING: FRONT = 50'  
SIDE = 10'  
REAR = 25'  
PAVEMENT: FRONT = 8'  
SIDE = 8'  
REAR = 8'  
PROPOSED BUILDING HEIGHT: 35' TO TOP OF TOWER (MAX. HEIGHT ALLOWED: 35')  
PARKING REQUIRED: NO CODIFIED REQUIREMENT FOR CARWASH USE; ADEQUATE  
SPACE FOR EMPLOYEES AND CUSTOMERS  
PARKING PROVIDED: 14 TOTAL (5 STANDARD EMPLOYEE SPACES, 9 VACUUM SPACES)  
HANDICAP STALLS REQUIRED: 1 REQUIRED, 1 PROVIDED  
LANDSCAPE REQUIREMENTS: MIN. LANDSCAPE SURFACE RATIO = 20% OPEN AREA



PROPOSED CAR WASH FOR:  
**CREW CARWASH**  
N96 W17500 COUNTY LINE RD • GERMANTOWN, WI 53022

PROFESSIONAL SEAL

PRELIMINARY DATES  
FEB. 1, 2024  
FEB. 5, 2024

JOB NUMBER  
230022600

SHEET NUMBER

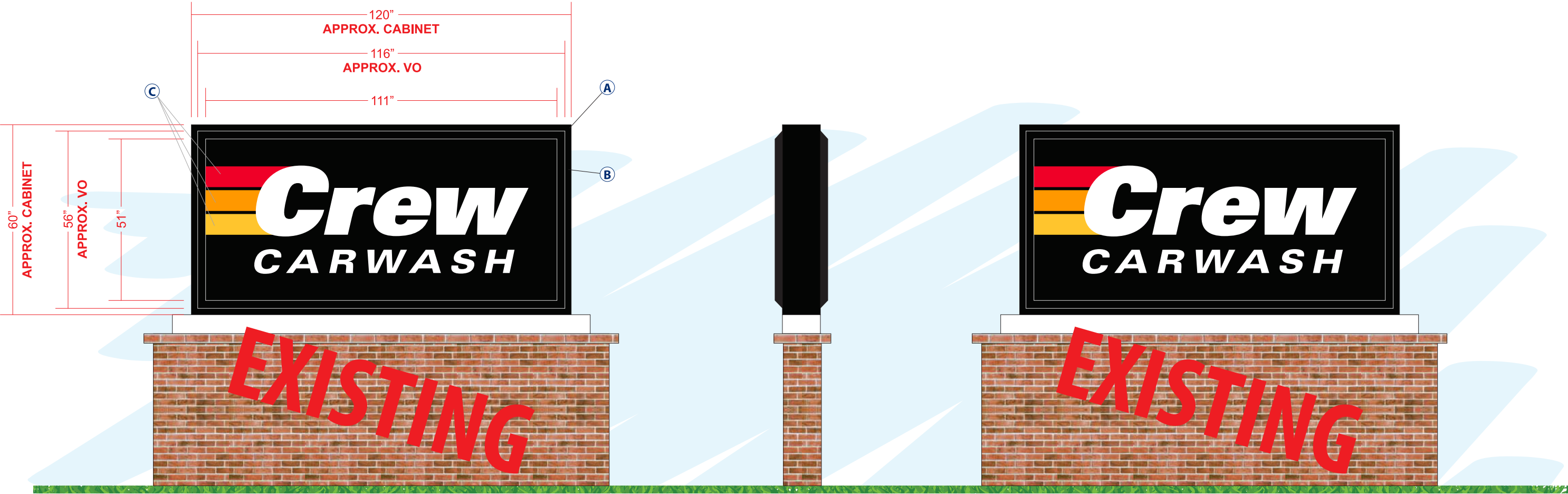
**C1.1**

NOT FOR CONSTRUCTION

SIGN SPECIFICATIONS

|      |                         |
|------|-------------------------|
| EC01 | EXISTING MONUMENT       |
| EC02 | EXISTING PYLON          |
| EC03 | 3 CHANNEL LETTERS       |
| EC04 | EXIT CHANNEL LETTERS    |
| EC05 | DIGITAL MENU BOARD      |
| EC06 | 2 DIRECTIONAL SIGNS     |
| EC07 | 2 UNLIMITED CLUB SETS   |
| EC08 | 2 CASHIER SETS          |
| EC09 | 4 SNAP FRAMES           |
| EC10 | 2 SPECIAL SERVICE SIGNS |
| EC11 | CLEAN CAR EXIT          |
| EC12 | WE ARE RESPONSIBLE SIGN |
| EC13 | CLEARANCE BAR           |
| EC14 | VACUUMS SIGN            |
| EC15 | COMING SOON SITE SIGN   |

A  
B  
C  
D  
E  
F  
G  
H  
I  
J



**\*NOTE: A SURVEY IS NEEDED TO DETERMINE SIZE OF NEW FACES**

**\*NOTE: CABINET TO BE REPAINTED BLACK**

**FABRICATE AND INSTALL QTY 2 NEW FACES FOR EXISTING D/F MONUMENT SIGN**

**FACES**  
**MATERIAL** - PAN FORMED, EMBOSSED PLASTIC TO MATCH SPECS  
**FLANGE** - 2 1/2"  
**PAN DEPTH** - 2"

**INSTALLATION** - MOUNTED INTO RIGID RETAINERS



A  
B  
C  
D  
E

F  
G  
H  
I  
J

EC02



\*NOTE: A SURVEY IS NEEDED TO DETERMINE SIZE OF NEW FACES

\*NOTE: PYLON TO BE REPAINTED BLACK

FABRICATE AND INSTALL QTY 2 NEW FACES FOR EXISTING D/F PYLON SIGN

FACES  
MATERIAL - FLEX FACE MATERIAL PRINTED TO MATCH SPECS

INSTALLATION - MOUNTED INTO EXISTING RIGID RETAINERS

A  
B  
C  
D  
E

F  
G  
H  
I  
J

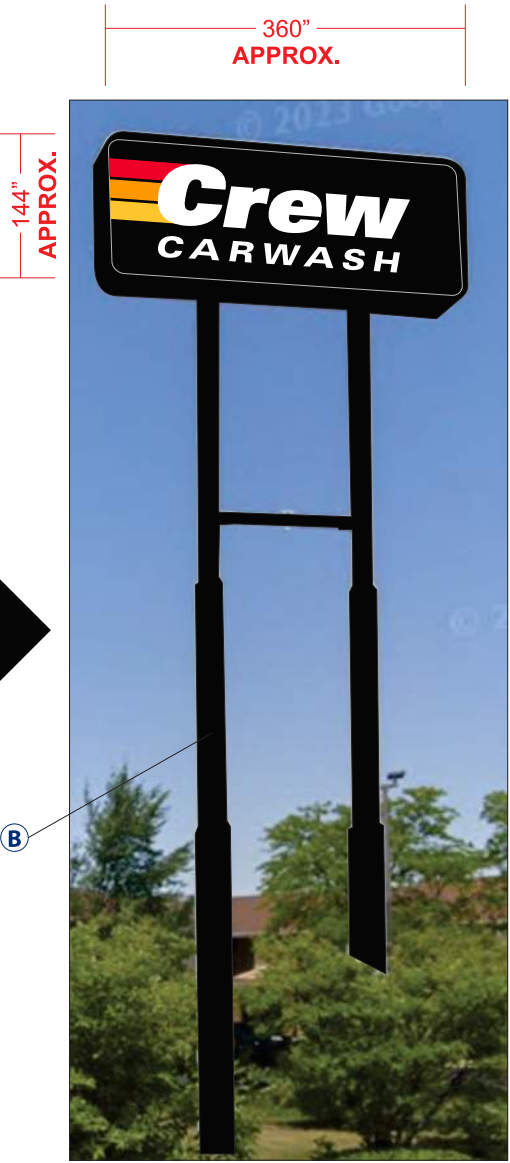
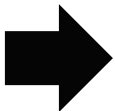
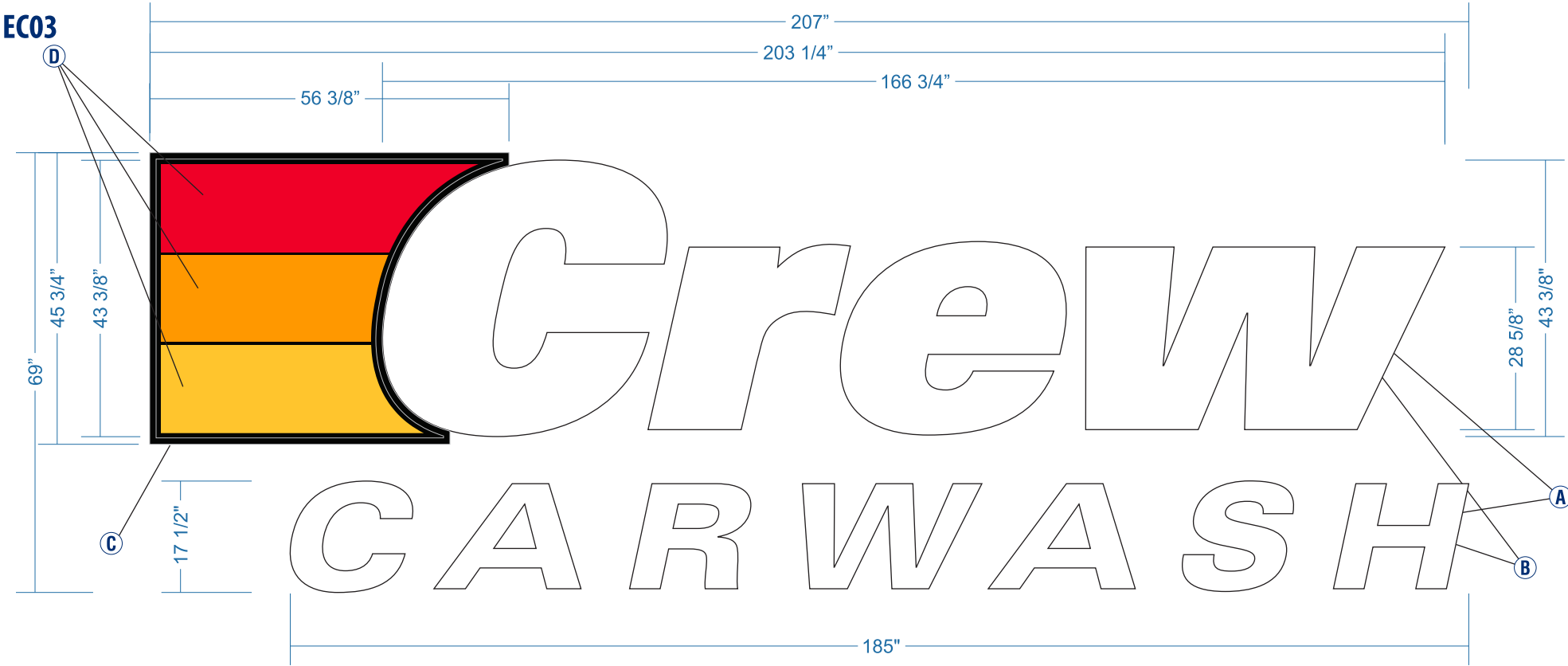


PHOTO SCALE: 1/16" = 1' - 0"





FABRICATE AND INSTALL QTY 3 INTERNALLY ILLUMINATED FACE-LIT BUILDING SIGNS

- RIBBON CABINET
- BODY - 1" ALUMINUM ANGLE SKINNED IN .090 ALUMINUM
- RETURNS - 3" TO MATCH SPECS
- RETAINERS - 1" RIGID RETAINERS TO MATCH SPECS
- LEDS - WHITE - **ADD EXTRA LEDS**

INSTALLATION - MOUNTED FLUSH TO FASCIA

- RIBBON FACES
- MATERIAL - PAN FORMED, EMBOSSED PLASTIC PAINTED
- SECOND SURFACE TO MATCH SPECS
- FLANGE - 1 1/4"
- PAN DEPTH - 1"

INSTALLATION - MOUNTED INTO RIGID RETAINERS

- "CREW" & "CARWASH"
- FACES - 1/8" 2447 WHITE ACRYLIC
- RETURNS - 4" TO MATCH SPECS
- TRIM CAPS - 1" TO MATCH SPECS
- BACKS - .063 ALUMINUM
- LEDS - WHITE

INSTALLATION - MOUNTED FLUSH TO FASCIA

- A

B

C

D

E
- F

G

H

I

J

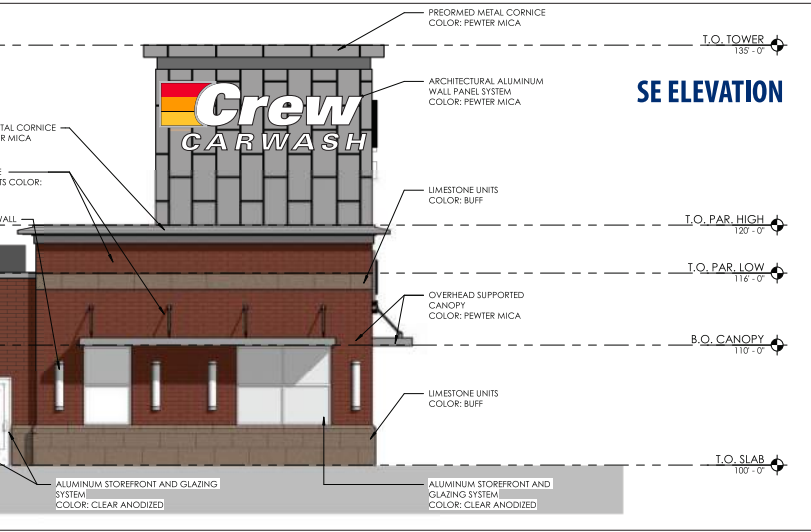
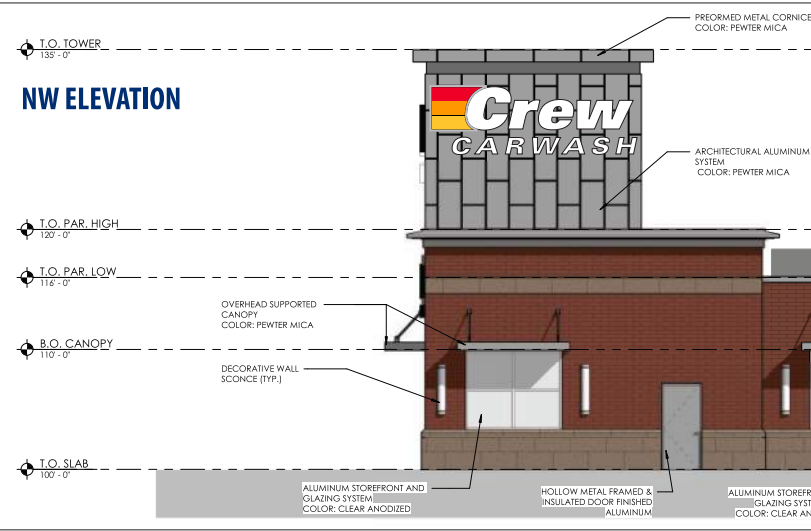


PHOTO SCALE: 1/16" = 1' - 0"





**FABRICATE AND INSTALL QTY 1 INTERNALLY ILLUMINATED FACE-LIT BUILDING SIGN**

**RIBBON CABINET**

**BODY** - 1" ALUMINUM ANGLE SKINNED IN .090 ALUMINUM

**RETURNS** - 3" TO MATCH SPECS

**RETAINERS** - 1" RIGID RETAINERS TO MATCH SPECS

**LEDS** - WHITE - **ADD EXTRA LEDS**

**INSTALLATION** - MOUNTED FLUSH TO FASCIA

**RIBBON FACES**

**MATERIAL** - PAN FORMED, EMBOSSED PLASTIC PAINTED

SECOND SURFACE TO MATCH SPECS

**FLANGE** - 1 1/4"

**PAN DEPTH** - 1"

**INSTALLATION** - MOUNTED INTO RIGID RETAINERS

**"CREW" & "CARWASH"**

**FACES** - 1/8" 2447 WHITE ACRYLIC

**RETURNS** - 4" TO MATCH SPECS

**TRIM CAPS** - 1" TO MATCH SPECS

**BACKS** - .063 ALUMINUM

**LEDS** - WHITE

**INSTALLATION** - MOUNTED FLUSH TO FASCIA

**A**

**B**

**C**

**D**

**E**

**F**

**G**

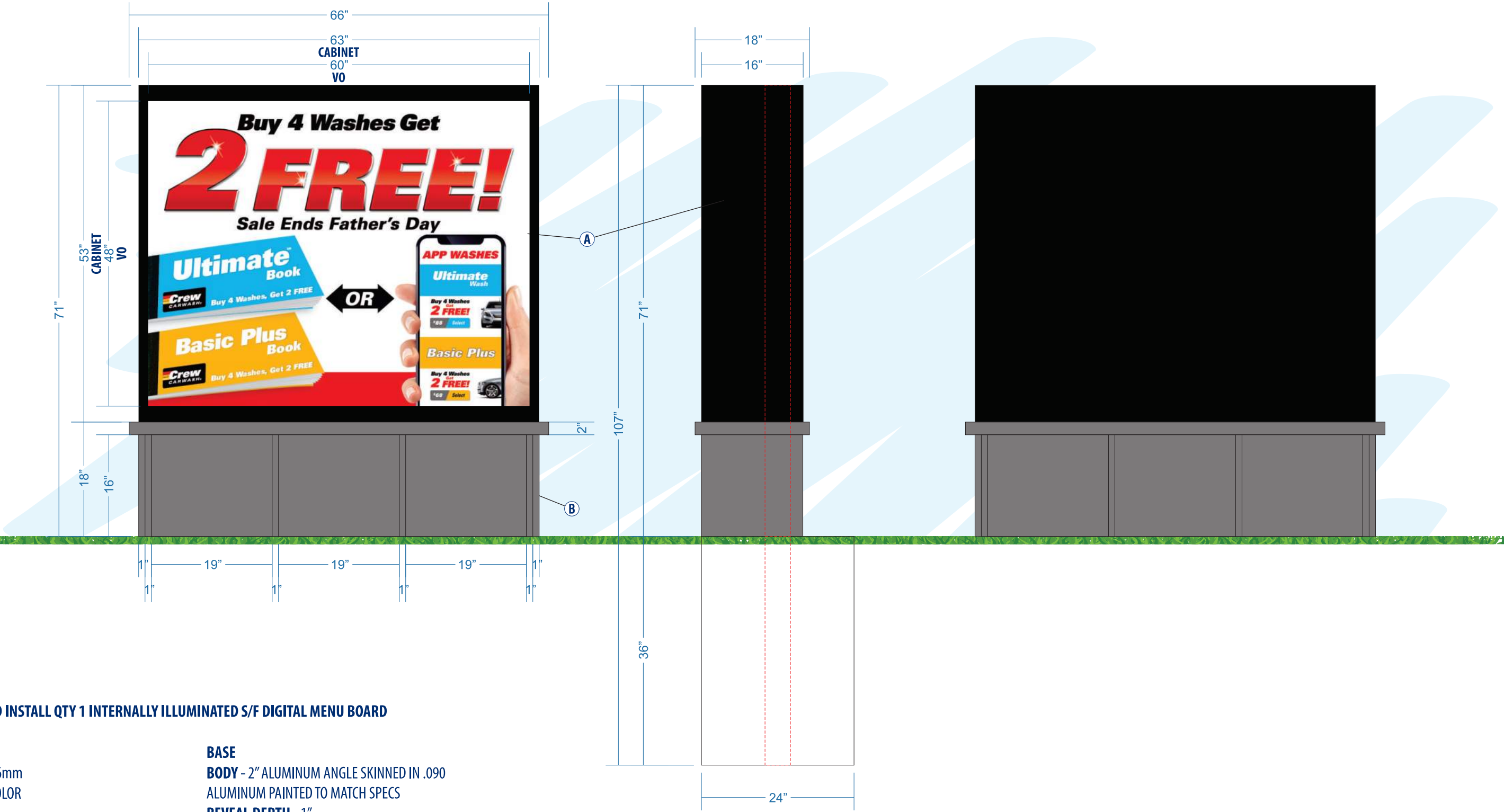
**H**

**I**

**J**



**PHOTO SCALE: 1/16" = 1' - 0"**



FABRICATE AND INSTALL QTY 1 INTERNALLY ILLUMINATED S/F DIGITAL MENU BOARD

EMC  
RESOLUTION - 6mm  
COLOR - FULL COLOR  
DEPTH - 5"

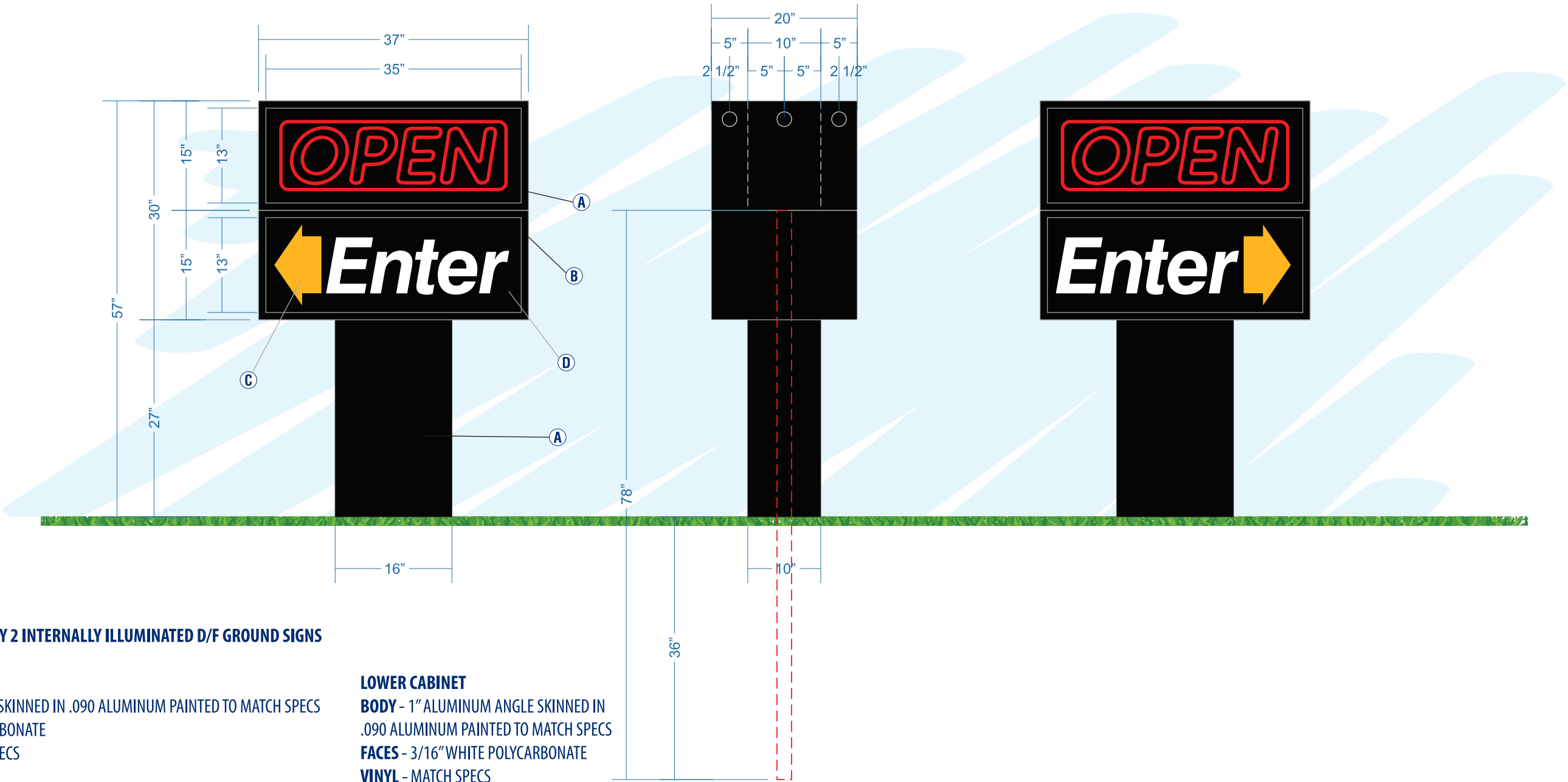
BASE  
BODY - 2" ALUMINUM ANGLE SKINNED IN .090  
ALUMINUM PAINTED TO MATCH SPECS  
REVEAL DEPTH - 1"

INSTALLATION - MOUNTED TO SIGN BASE & POST

INSTALLATION - MOUNTED AROUND 4" SCH 40 PIPE BURIED INTO GRADE

A  
B  
C  
D  
E

F  
G  
H  
I  
J



FABRICATE AND INSTALL QTY 2 INTERNALLY ILLUMINATED D/F GROUND SIGNS

**UPPER CABINET**  
**BODY** - 1" ALUMINUM ANGLE SKINNED IN .090 ALUMINUM PAINTED TO MATCH SPECS  
**FACES** - 3/16" CLEAR POLYCARBONATE  
**RETAINERS** - 1" TO MATCH SPECS  
**NEON** - 12 MM RED

**INSTALLATION** - BAFFLE & DIVIDER NEEDED BETWEEN TOP AND BOTTOM CABINETS

**BASE**  
**BODY** - 1" ALUMINUM ANGLE SKINNED IN .090 ALUMINUM PAINTED TO MATCH SPECS

**INSTALLATION** - INSTALLED AROUND 2" SQ ALUMINUM POST BURIED INTO GRADE

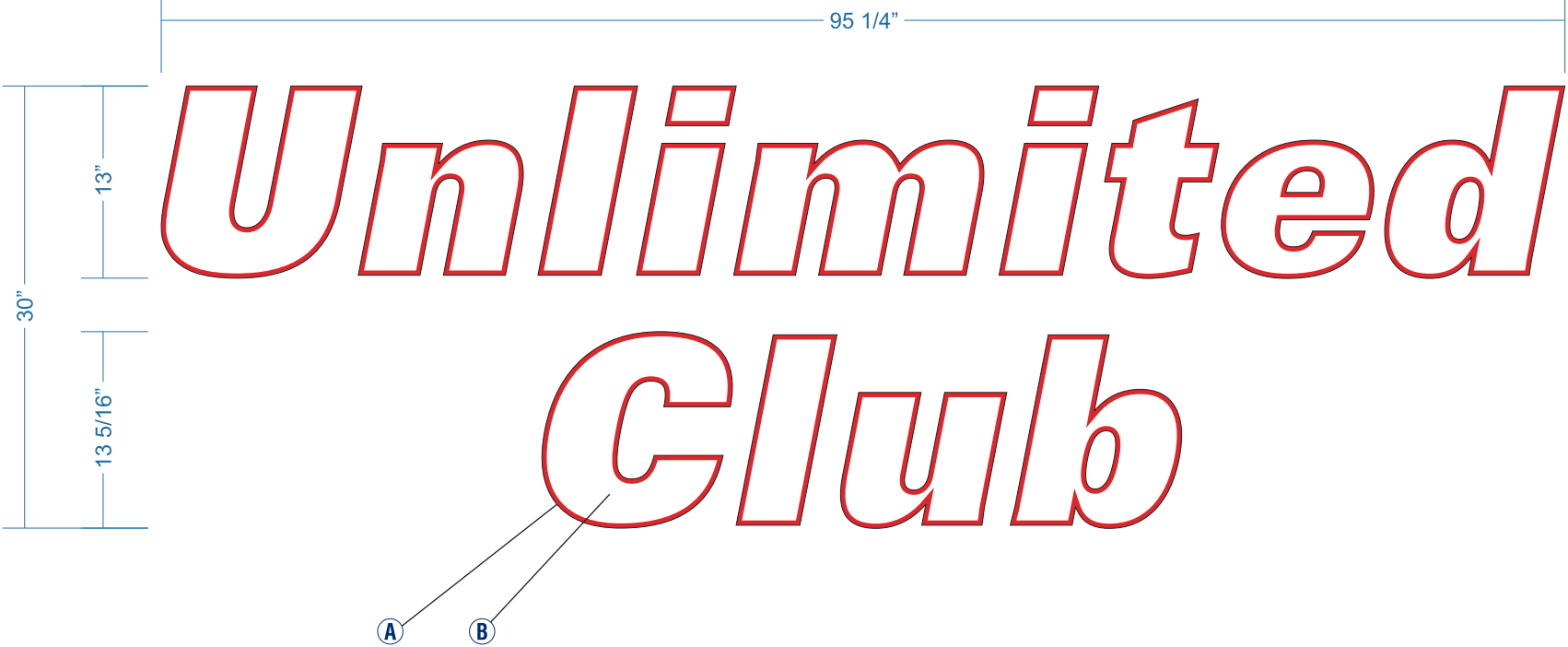
**LOWER CABINET**  
**BODY** - 1" ALUMINUM ANGLE SKINNED IN .090 ALUMINUM PAINTED TO MATCH SPECS  
**FACES** - 3/16" WHITE POLYCARBONATE  
**VINYL** - MATCH SPECS  
**RETAINERS** - 1" TO MATCH SPECS

**INSTALLATION** - MOUNTED TO BASE & POST

- A
- B
- C
- D
- E

- F
- G
- H
- I
- J

EC07



FABRICATE AND INSTALL QTY 2 NON-ILLUMINATED LETTER SETS

FACES - 1" WHITE PVC PAINTED TO MATCH SPECS  
VINYL - MATCH SPECS

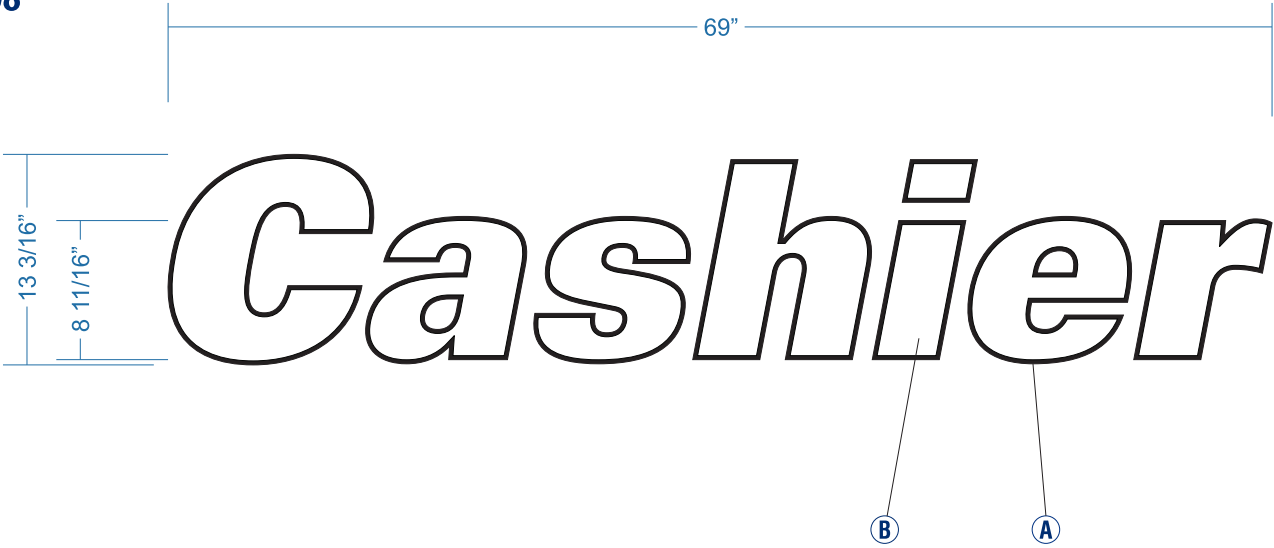
INSTALLATION - MOUNTED FLUSH TO CANOPY



PHOTO SCALE: 1/8" = 1' - 0"

A  
B  
C  
D  
E

F  
G  
H  
I  
J



FABRICATE AND INSTALL QTY 2 NON-ILLUMINATED LETTER SETS

FACES - 1" WHITE PVC PAINTED TO MATCH SPECS  
VINYL - MATCH SPECS

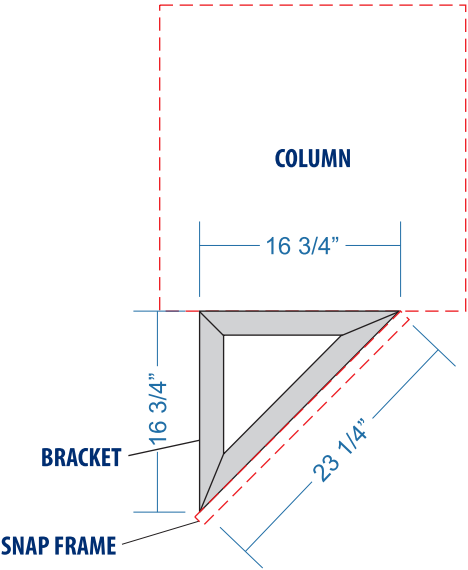
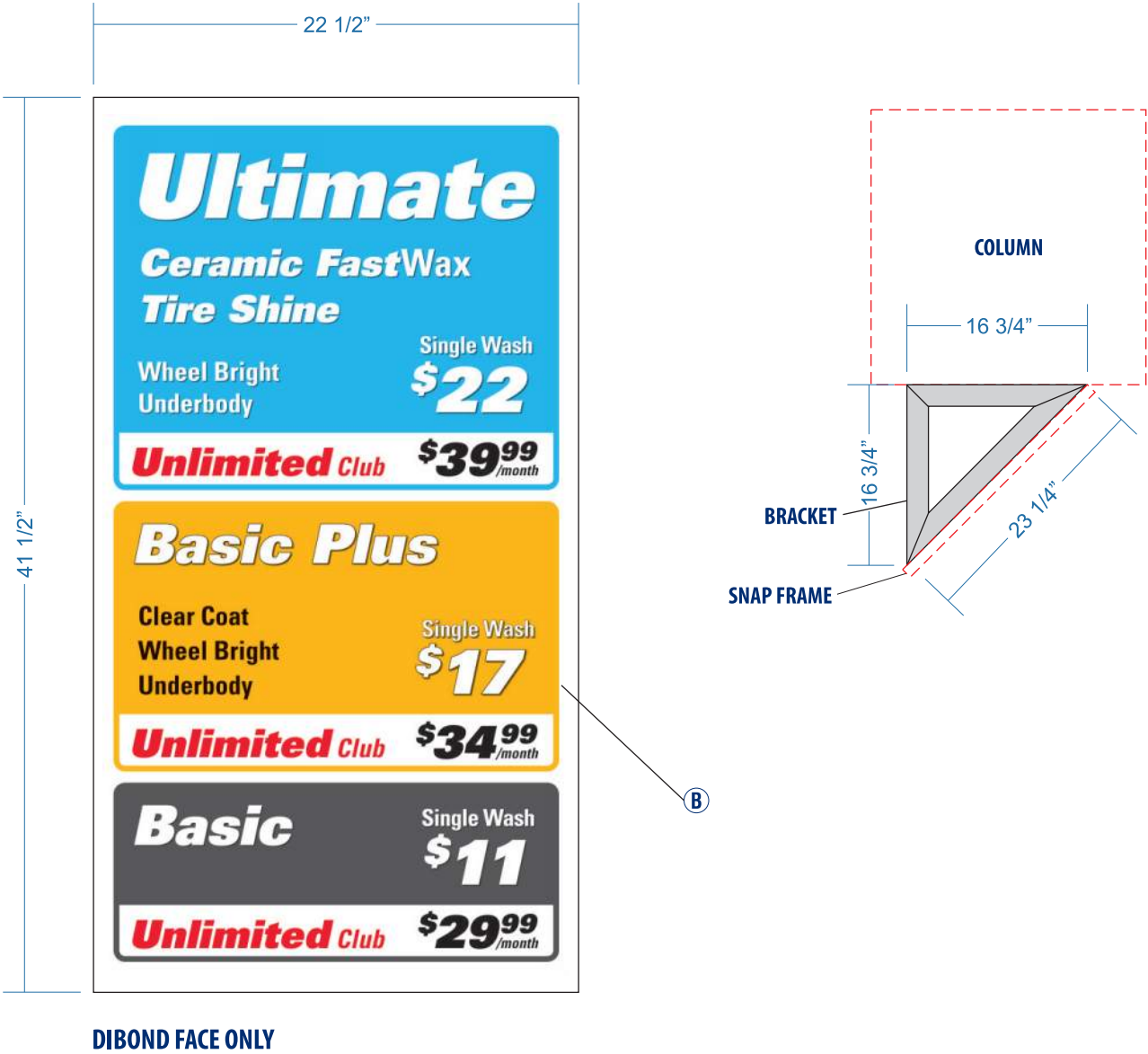
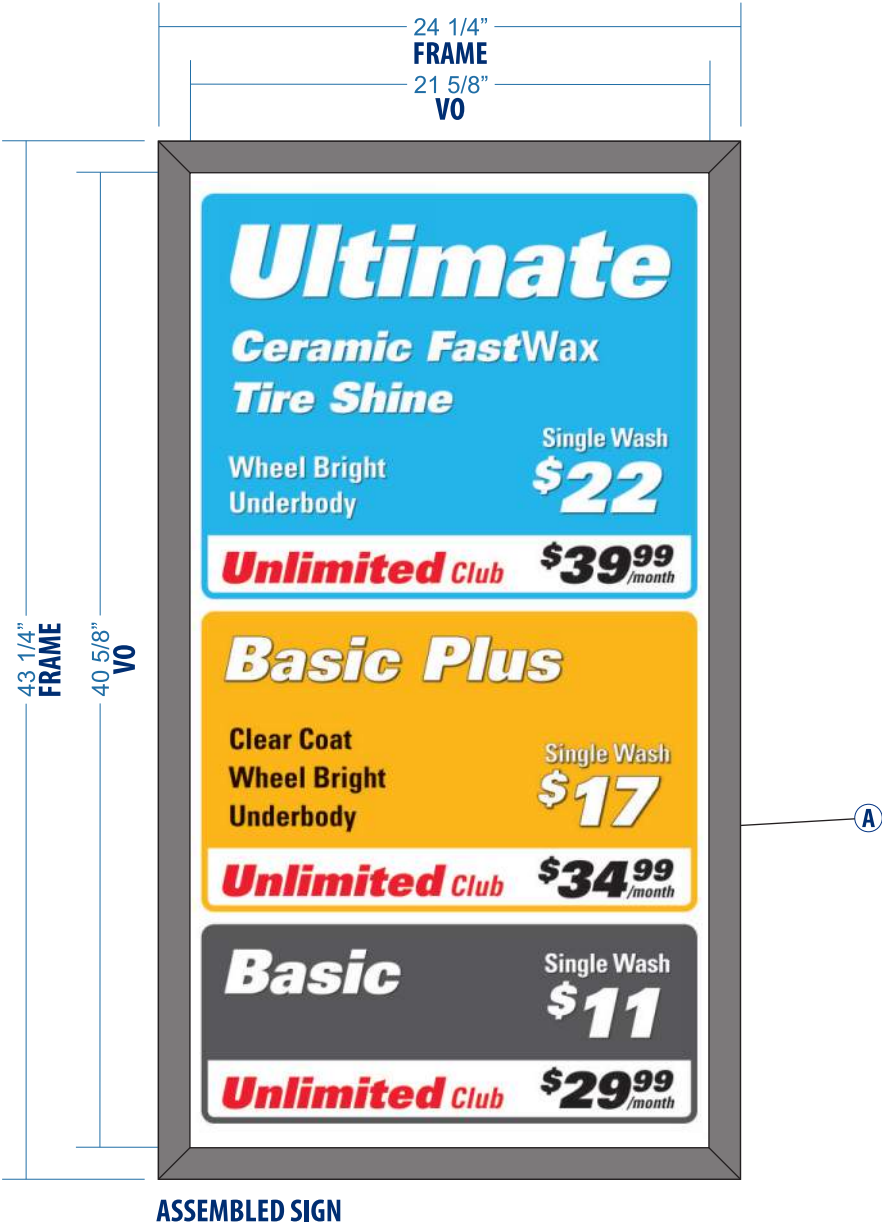
INSTALLATION - MOUNTED FLUSH TO CANOPY



PHOTO SCALE: 1/8" = 1' - 0"

(A)  
(B)  
(C)  
(D)  
(E)

(F)  
(G)  
(H)  
(I)  
(J)



FABRICATE AND INSTALL QTY 4 SNAP FRAMES

**BODY**  
**SIGN COMP KIT** - 1899 & 1869A PAINTED TO MATCH SPECS

**INSTALLATION** - QTY 2 FRAMES FLUSH MOUNTED TO COLUMNS, QTY 2 FRAMES ANGLED OFF COLUMNS

**FACES**  
**MATERIAL** - 3MM WHITE DIBOND  
**VINYL** - MATCH SPECS

**INSTALLATION** - MOUNTED INTO SNAP FRAMES

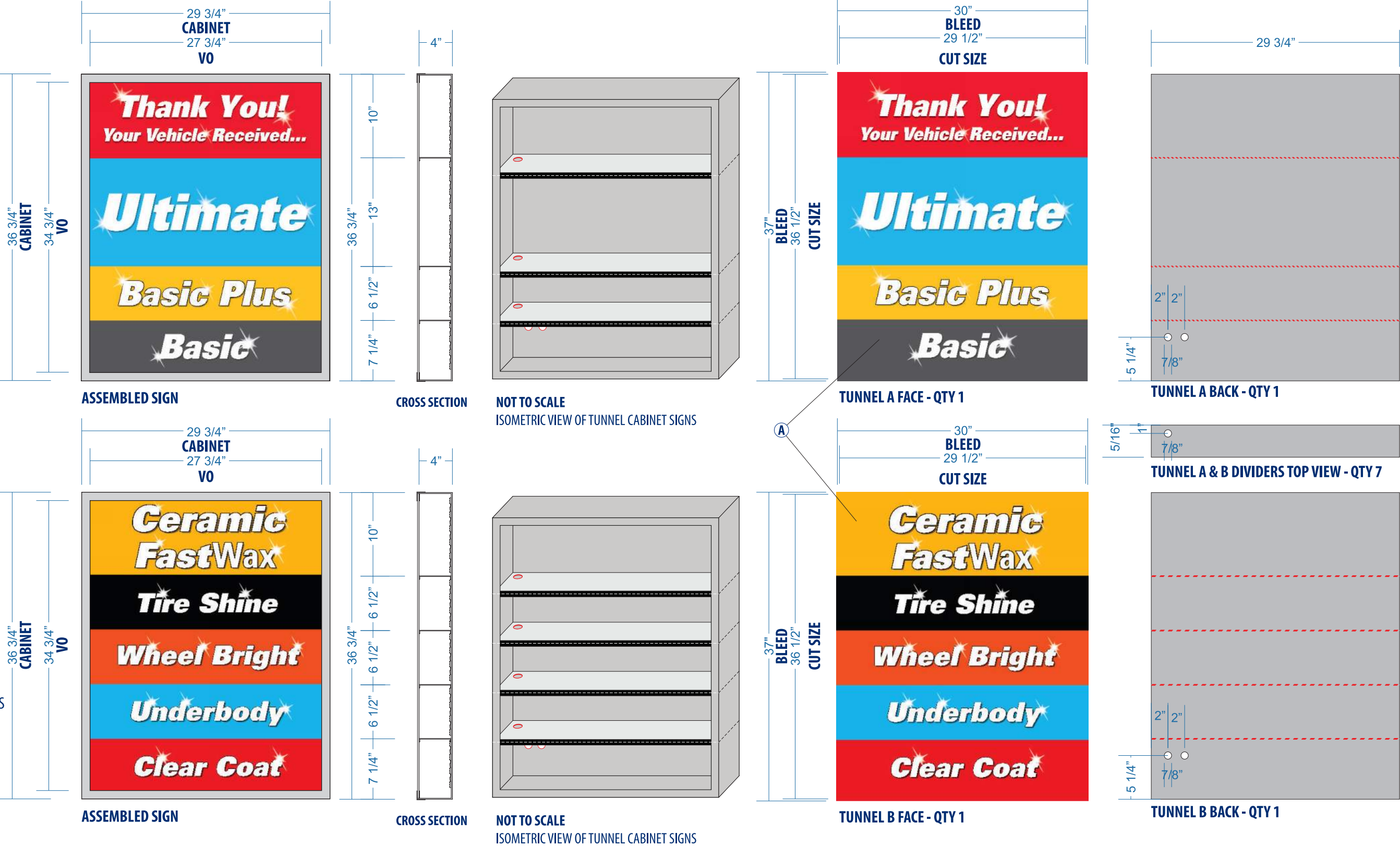
**ANGLED BRACKETS**  
**BODY** - 2" ALUMINUM ANGLE

**INSTALLATION** - MOUNTED TO SNAP FRAME AND COLUMN

A  
B  
C  
D  
E

F  
G  
H  
I  
J





FABRICATE AND DELIVER QTY 2 INTERNALLY  
ILLUMINATED S/F CABINET SIGNS

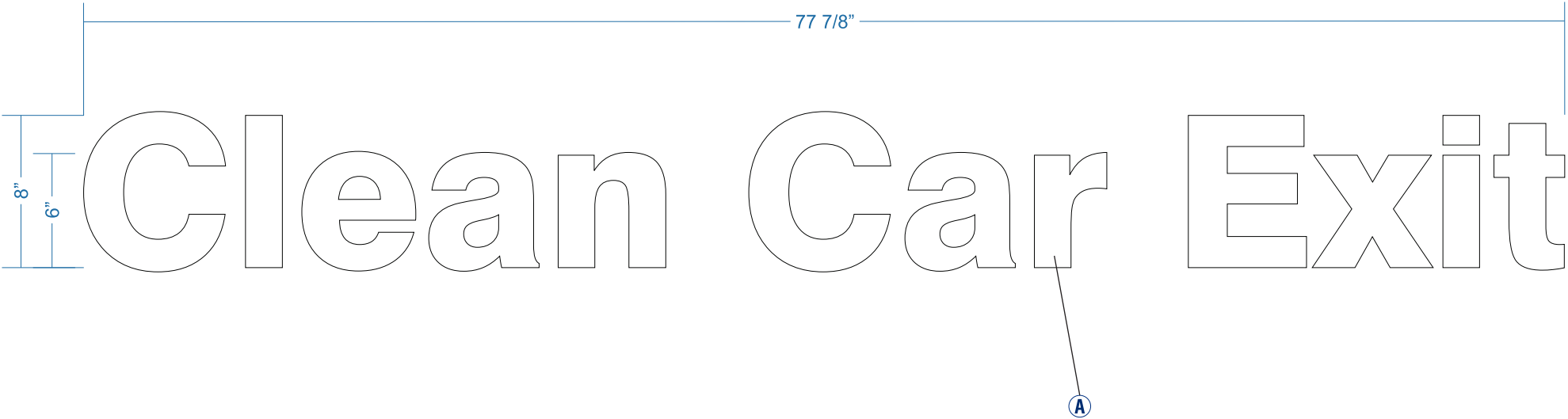
STRUCTURE  
BODY - STAINLESS STEEL BODY WITH BAFFLES  
RETAINERS - 1" STAINLESS STEEL TO MATCH SPECS  
DEPTH - 5"  
LEDS - PRINCIPLE IP68 WHITE

FACES  
MATERIAL - 3/16" CLEAR ACRYLIC  
VINYL - MATCH SPECS

A  
B  
C  
D  
E

F  
G  
H  
I  
J





FABRICATE AND INSTALL QTY 1 NON-ILLUMINATED LETTER SET

FACES - 1" WHITE PVC PAINTED TO MATCH SPECS

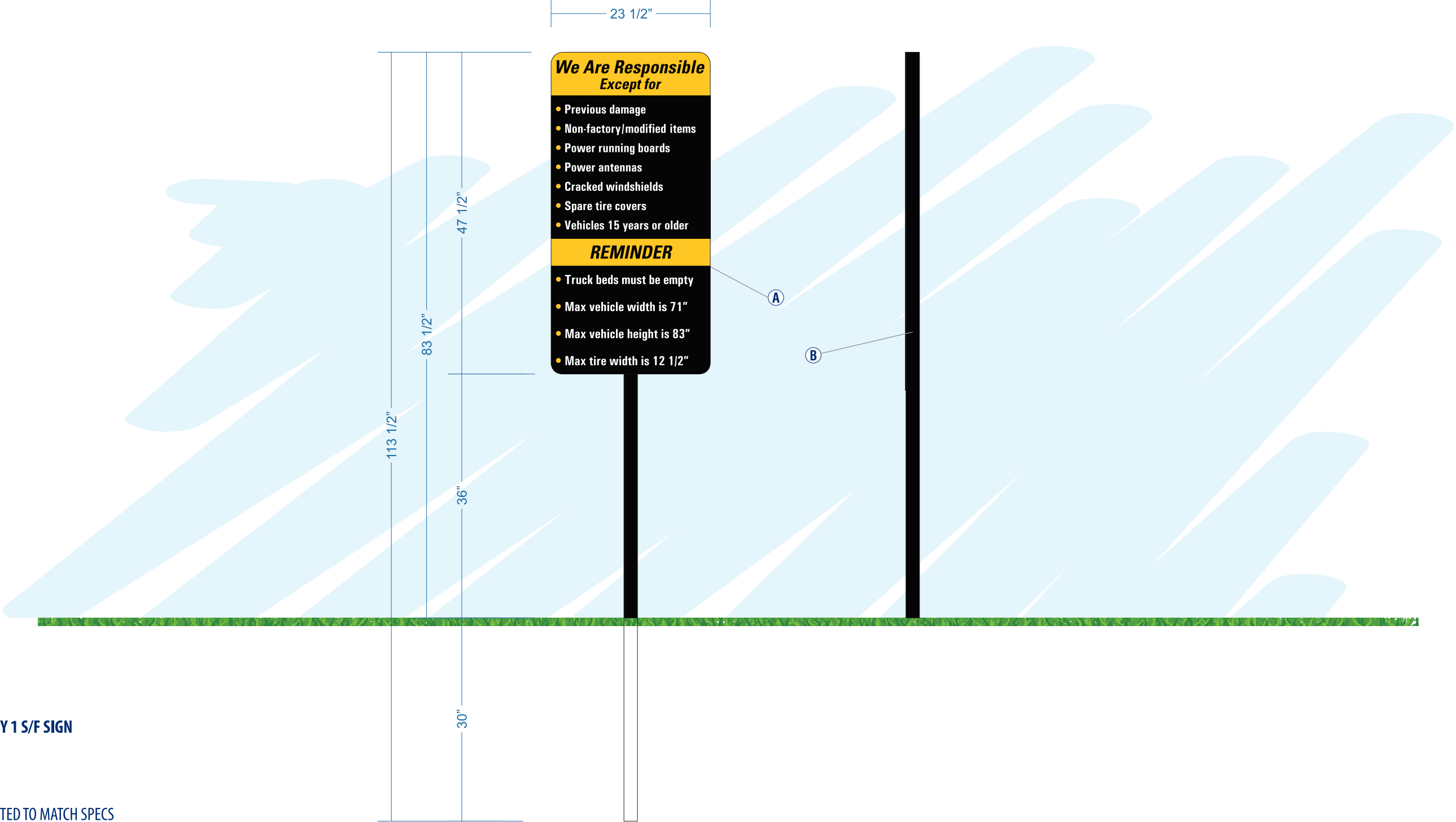
INSTALLATION - MOUNTED FLUSH TO FASCIA

A  
B  
C  
D  
E

F  
G  
H  
I  
J



PHOTO SCALE: 1/16" = 1' - 0"



FABRICATE AND INSTALL QTY 1 S/F SIGN

FACES - 3MM BLACK DIBOND

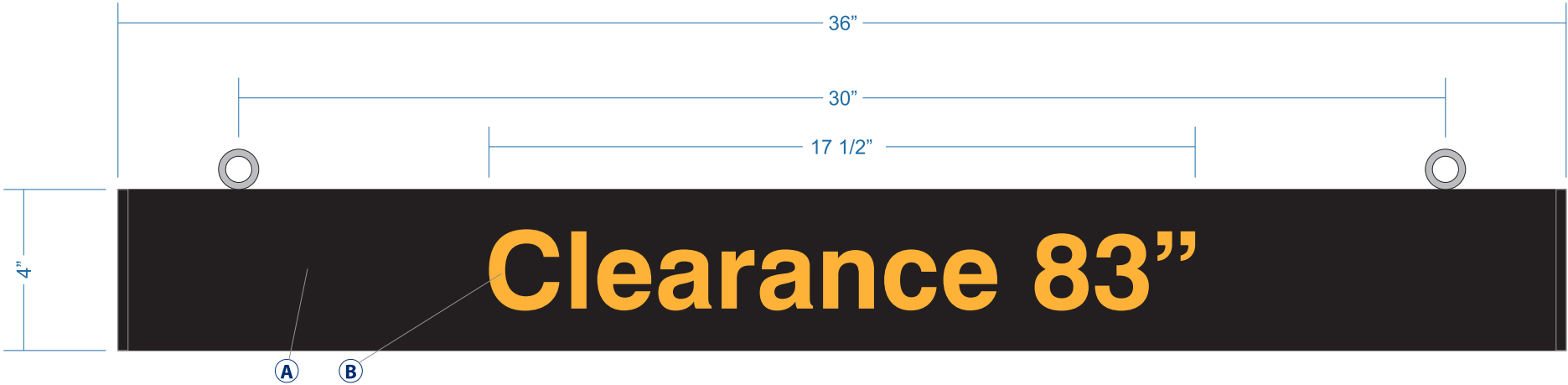
VINYL - MATCH SPECS

POST - 2" SQ ALUMINUM PAINTED TO MATCH SPECS

INSTALLATION - FACE MOUNTED TO POST, POST BURIED INTO GRADE

A  
B  
C  
D  
E

F  
G  
H  
I  
J



FABRICATE AND INSTALL QTY 1 S/F CLEARANCE BAR

- MATERIAL – 4" ROUND PVC PIPE WITH CAPS ON ENDS AND PAINTED TO MATCH SPECS
- EYE HOOKS – STAINLESS STEEL
- VINYL – TO MATCH SPECS

INSTALLATION – HUNG WITH AIRCRAFT CABLE 83" ABOVE GRADE

- A

B

C

D

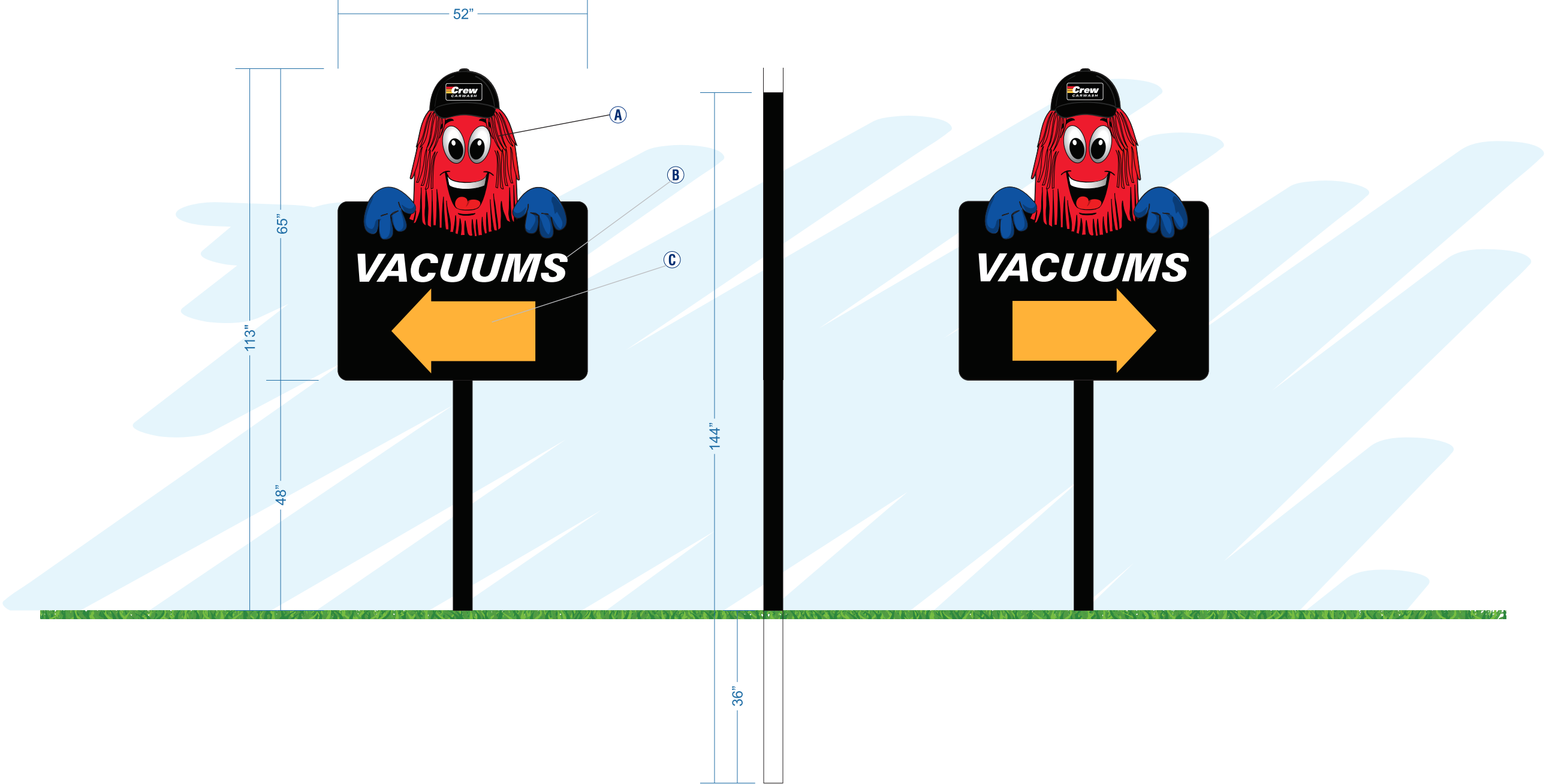
E
- F

G

H

I

J



FABRICATE AND INSTALL QTY 1 D/F VACUUM SIGN

FACES - 3MM BLACK DIBOND

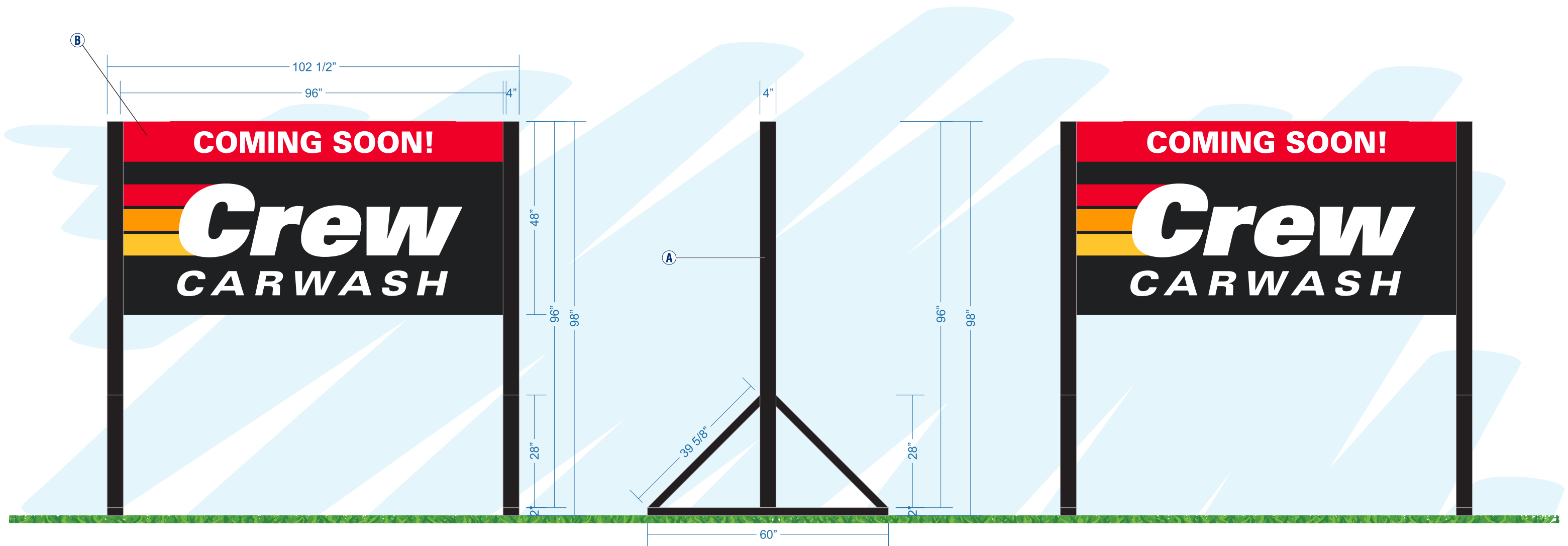
VINYL - MATCH SPECS

POST - 4" SQ ALUMINUM PAINTED TO MATCH SPECS

INSTALLATION - FACES MOUNTED TO POST, POST BURIED INTO GRADE

A  
B  
C  
D  
E

F  
G  
H  
I  
J



FABRICATE AND INSTALL QTY 1 D/F STANDING SIGN POSTS W/ SANDBAGS

FACES - 1/2" ALUMCORE PRINTED TO MATCH SPECS

POSTS - QTY 3 - 10' 2x4 TREATED WOOD PAINTED TO MATCH SPECS  
QTY 2 - 8' 4x4 POSTS PAINTED TO MATCH SPECS

- A
- B
- C
- D
- E

- F
- G
- H
- I
- J









**Crew**  
CARWASH

9705

Clean Car Exit

Cashier

Cashier

Unlimited Club

Unlimited Club

**Crew**  
CARWASH





**Crew**  
CARWASH

Cashier

Cashier

Unlimited Club

Unlimited Club

NOW HIRING  
\$16/hr















**CUP # xx-2024**

Document No.

**CONDITIONAL USE PERMIT**

Document Title

**VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN  
CONDITIONAL USE ZONING PERMIT**

Whereas the Applicants:

**Crew Carwash, Agent for Nomies Investments LLC,  
Property Owner**

agree to comply with applicable Codes and Ordinances of the Village of Germantown, Wisconsin, and further agrees that all work done pursuant to the permission granted herewith will conform with the applications and drawings filed with and approvals granted by officials of the Village for the purpose of obtaining this permit.

Now, therefore, this permit is issued to allow the development and operation of a carwash facility from the property located at N96 W17500 County Line Road pursuant to Section 17.32(3)(g) of the Village Zoning Code.

Name &amp; Return Address:

**Village of Germantown  
P.O. Box 337  
Germantown, WI 53022**

Parcel Identification No:

**GTNV 334-990****On the following described property located in the Village of Germantown,  
Washington County, Wisconsin:**

That part of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 33, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, described as follows, viz: Commencing at the Southeast corner of said Section; thence North 89° 51'00" West, 1321.30 feet; thence North 00° 24'00" West, 440.70 feet; thence South 84° 15'00" East, 201.16 feet to the place of beginning of this description; thence North 00° 24'00" West, 219.05 feet; thence South 84° 15'00" East, 200.00 feet; thence South 00° 24'00" East, 219.05 feet; thence North 84° 15'00" West along the Northerly right of way of road, 200 feet to the place of beginning.

Tax Key No: 334-990

Address: N96 W17500 County Line Road

**Pursuant to the following condition(s):**

1. The uses and activities allowed on the property shall be limited to those uses and activities specified in the conditional use permit (CUP) application, project narrative dated February 12, 2024, and supporting site plan documents dated January 12, 2024, and February 12, 2024. Days and hours of operation shall be limited to those specified in the CUP application and supporting documents submitted to the Village (Sunday through Saturday 7:00am to 9:00pm).
2. The Owner/Operator is responsible for reporting any significant changes in the type, intensity, amount, or location of the land uses and activities, days and hours of operation, size or location or other operational characteristics of said uses and activities authorized under this CUP to the Village Zoning Administrator.

3. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or, where there is a change in the nature, character, intensity or extent of the activities or uses which causes problems or harmful effects that were not anticipated at the time of approval of this CUP, the conditional use permit may be modified or terminated by the Village Board by the amendment to or addition of conditions after public hearing thereon.
4. All temporary and permanent exterior signs require a permit and shall comply with all current sign regulations. Off-premises advertising and directional signage is regulated by the Village and requires a permit if/when allowed.
5. All future site improvements, including all building, parking area, landscaping, storm water management facilities, signage, exterior lighting, and any other improvements made to or on the property that are necessary for the land uses and activities authorized under this CUP shall be submitted for review and approval by the Village through the Zoning Permit or Site Plan application process as determined by the Village Zoning Administrator. If required, Site Plan review and approval will include Plan Commission review and approval.
6. Building permits and commercial building code plan approval are required for the planned demolition of existing structures on the site and the proposed building and kiosk. Contact SAFEbuilt staff in Inspection Services at Village Hall prior to any work for information about required permits and/or plan approvals.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Dean Wolter, Village President

ATTEST:

\_\_\_\_\_  
Donna Ott, Village Clerk

STATE OF WISCONSIN ) SS  
WASHINGTON COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above  
named Dean Wolter, Village President, and Donna Ott, Village Clerk, to me known to be the  
persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
{type or print name of Notary on this line}

\_\_\_\_\_  
{signature of Notary on this line}

Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_



**ACCEPTANCE OF TERMS AND CONDITIONS BY OPERATOR**

As agent for the business owner/operator, Crew Carwash, I hereby accept the terms and conditions set forth in this Permit and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Agent for Crew Carwash

STATE OF WISCONSIN) SS  
\_\_\_\_\_ COUNTY)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, being the above named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
{type or print name of Notary on this line}

\_\_\_\_\_  
{signature of Notary on this line}

Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

**ACCEPTANCE OF TERMS AND CONDITIONS BY PROPERTY OWNER**

As agent for the property owner, Nomies Investments LLC, I hereby accept the terms and conditions set forth in this Permit and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Agent for Nomies Investments LLC, Property Owner

STATE OF WISCONSIN) SS  
\_\_\_\_\_ COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, being the above named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
{type or print name of Notary on this line}

\_\_\_\_\_  
{signature of Notary on this line}

Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

This instrument was drafted by:  
Jeffrey W. Retzlaff, AICP  
Community Development Director/Zoning Administrator  
Village of Germantown, Wisconsin



## **BUSINESS OF THE VILLAGE BOARD**

MEETING DATE: April 15, 2024

PLACEMENT: Action Item

ITEM TITLE: Borrowing Authorization Resolution for 2024 Capital Projects

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Germantown Village (2024-06-05 GO Notes) Parameter Resolution
2. PreSaleReport.Germantown 2024A
3. 2024 Bonded Capital Projects (Notes)

RECOMMENDATION:

ACTION BY Committee:

RESOLUTION NO. \_\_\_\_

RESOLUTION AUTHORIZING THE ISSUANCE AND  
SALE OF NOT TO EXCEED \$3,215,000  
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2024A

WHEREAS, it is necessary that funds be raised by the Village of Germantown, Washington County, Wisconsin (the “Village”) for the purpose of paying the costs of 2024 capital improvements including Village building and street improvements and equipment acquisition (the “Project”) and there are insufficient funds on hand to pay said costs;

WHEREAS, the Village hereby finds and determines that the Project is within the Village’s power to undertake and serves a “public purpose” as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes;

WHEREAS, villages are authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to borrow money and to issue general obligation promissory notes for such public purposes; and

WHEREAS, the Village Finance Director (in consultation with the Village’s financial advisor) shall cause an Official Notice of Sale to be distributed, offering the aforesaid general obligation promissory notes for public sale.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization of the Notes; Parameters. For the purpose of paying the cost of the Project, there shall be borrowed from a purchaser (the “Purchaser”) selected through a competitive sale with the assistance and counsel of the Village’s financial advisor, Ehlers and Associates, Inc., pursuant to Chapter 67 of the Wisconsin Statutes, the principal sum of not to exceed THREE MILLION TWO HUNDRED FIFTEEN THOUSAND DOLLARS (\$3,215,000), provided that: (i) the price paid by the Purchaser for the Notes shall not be less than 99.00% nor more than 107.00% of the par amount of the Notes, (ii) the true interest rate to be paid on the Notes shall not exceed 5.00%; and (iii) the Notes shall comply in all other respects with the terms provided herein.

Section 2. Sale of the Notes; Delegation of Authority with Respect to Final Approval. Subject to such Final Approval (defined below), to evidence such indebtedness, the Village President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, general obligation promissory notes aggregating the principal amount of not to exceed THREE MILLION TWO HUNDRED FIFTEEN THOUSAND DOLLARS (\$3,215,000) (the “Notes”). The issuance and sale of the Notes to the Purchaser is subject to final approval by the Village Finance Director or Village Administrator. Such final approval shall be evidenced by the execution of an approving certificate (the approval of such issuance and sale, and the execution of said certificate shall comprise and are referred to collectively herein as the “Final Approval”). The Village Board



hereby delegates the authority to provide such Final Approval to the Village Finance Director or the Village Administrator. Said officers may act for the Village Board to provide such Final Approval with respect to the Notes.

Section 3. Terms of the Notes. The Notes shall be designated “General Obligation Promissory Notes, Series 2024A”; shall be dated the date of their issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall bear interest semi-annually and mature on March 1 of each year, in the years and principal amounts as set forth in the Schedule attached hereto as Exhibit A, provided, however, that the annual principal maturities set forth on said Schedule may be increased or decreased by an amount up to \$25,000 in the 2025 maturity and \$175,000 in the 2026 through 2034 maturities with the final maturity schedule being attached to and incorporated into the Final Approval. The maturity schedule for the Notes may include term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption and must conform to the maturity schedule requirements set forth above. If the final maturity schedule for the Notes includes term bonds, the Village President and Village Clerk are hereby authorized to enter into a fiscal agency agreement pursuant to Section 67.10(2) of the Wisconsin Statutes with a fiscal agent (the “Fiscal Agent”) or a redemption agreement with a redemption agent, either of which will be identified in the Final Approval.

Section 4. Designation of Purchaser as Agent. The Village hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Notes to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

Section 5. Redemption Provisions. The redemption provisions relating to the Notes shall be set forth in the Final Approval.

Section 6. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 7. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged and a direct annual irrepealable tax is hereby levied upon all taxable property of the Village. The amounts of said direct annual irrepealable tax to be levied shall be as set forth in the amortization schedule attached to the Final Approval.

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village levied in said years are collected. So long as any part of the principal of or interest on the Notes remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein, including any capitalized interest funded with proceeds of the Notes.

Section 8. Debt Service Fund Account. There is hereby established in the Village treasury a fund account separate and distinct from every other Village fund or account designated “Debt Service Fund Account for Village of Germantown General Obligation Promissory Notes, Series 2024A.” There shall be deposited in said fund account any premium plus accrued interest paid on the Notes at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 7 hereof and all other sums as may be necessary to pay interest on the Notes when the same shall become due and to retire the Notes at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 9. Segregated Borrowed Money Fund. The proceeds of the Notes (the “Note Proceeds”) (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and be disbursed solely for the purposes for which borrowed or for the payment for the principal of and the interest on the Notes.

Section 10. Arbitrage Covenant. The Village shall not take any action with respect to the Note Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Notes (the “Closing”), would cause the Notes to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and any income tax regulations promulgated thereunder (the “Regulations”).

The Note Proceeds may be temporarily invested in legal investments until needed, provided however, that the Village hereby covenants and agrees that so long as the Notes remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Notes, whether such moneys were derived from the Note Proceeds or from any other source, will not be used or invested in a manner which would cause the Notes to be “arbitrage bonds” within the meaning of the Code or Regulations.

The Village Clerk, or other officer of the Village charged with responsibility for issuing the Notes, shall provide an appropriate certificate of the Village, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Village regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 11. Additional Tax Covenants; Exemption from Rebate; Qualified Tax-Exempt Obligation Status. The Village hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Notes) to assure that the Notes are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes, shall provide an appropriate certificate of the Village as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.



Further, it is the intent of the Village to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Notes will continue to be obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

In accordance with Section 148(f)(4)(D) of the Code, the Village covenants that it is a governmental unit with general taxing powers; that the Notes are not "private activity bonds" as defined in Section 141 of the Code; that ninety-five percent (95%) or more of the net proceeds of the Notes are to be used for local governmental activities of the Village; and that the aggregate face amount of all tax-exempt obligations (other than "private activity bonds") issued by the Village, including all subordinate entities of the Village, during calendar year 2021 will not exceed \$5,000,000. If for any reason the Village did not qualify for the small issuer exemption or any other exemption from the rebate requirements of the Code, the Village covenants that it would take all necessary steps to comply with such requirements.

The Village hereby designates the Notes to be "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation, the Village Clerk or other officer of the Village charged with the responsibility for issuing the Notes, shall provide an appropriate certificate of the Village, all as of the Closing.

Section 12. Persons Treated as Owners; Transfer of Notes. The Village Clerk or the Fiscal Agent shall keep books for the registration and for the transfer of the Notes. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Village Clerk or the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Village Clerk or the Fiscal Agent shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Village Clerk or the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Village Clerk or the Fiscal Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the Village President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

The 15th day of each calendar month next preceding each interest payment date shall be the record date for the Notes. Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village maintained by the Village Clerk or the Fiscal Agent at the close of business on the corresponding record date.

Section 13. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York (“DTC”), the Village has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation and an official of the Village has executed such Letter of Representation and delivered it to the DTC on behalf of the Village.

Section 14. Execution of the Notes. The Notes shall be issued in typewritten form, one Note for each maturity, executed on behalf of the Village by the manual or facsimile signatures of the Village President and Village Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the delivery of the Notes, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

Section 15. Payment of the Notes. The principal of and interest on the Notes shall be paid by the Treasurer or the Fiscal Agent in lawful money of the United States.

Section 16. Continuing Disclosure. The Village hereby covenants and agrees that it will comply with and carry out all of the provisions of its Continuing Disclosure Certificate, which the Village will execute and deliver on the Closing Date. Any Noteholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Village to comply with its obligations under this Section.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 15<sup>th</sup> day of April, 2024.

---

Dean Wolter,  
Village President

ATTEST:

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Donna Ott,  
Village Clerk

(SEAL)



# EXHIBIT A

## Village of Germantown

\$3,215,000 General Obligation Promissory Notes, Series 2024A

SINGLE PURPOSE

Dated June 5, 2024 Genoa City + .35

### Debt Service Schedule

| Date         | Principal             | Coupon   | Interest            | Total P+I             | Fiscal Total |
|--------------|-----------------------|----------|---------------------|-----------------------|--------------|
| 06/05/2024   | -                     | -        | -                   | -                     | -            |
| 03/01/2025   | 50,000.00             | 3.900%   | 81,085.67           | 131,085.67            | -            |
| 09/01/2025   | -                     | -        | 53,895.00           | 53,895.00             | 184,980.67   |
| 03/01/2026   | 350,000.00            | 3.700%   | 53,895.00           | 403,895.00            | -            |
| 09/01/2026   | -                     | -        | 47,420.00           | 47,420.00             | 451,315.00   |
| 03/01/2027   | 350,000.00            | 3.350%   | 47,420.00           | 397,420.00            | -            |
| 09/01/2027   | -                     | -        | 41,557.50           | 41,557.50             | 438,977.50   |
| 03/01/2028   | 350,000.00            | 3.350%   | 41,557.50           | 391,557.50            | -            |
| 09/01/2028   | -                     | -        | 35,695.00           | 35,695.00             | 427,252.50   |
| 03/01/2029   | 350,000.00            | 3.350%   | 35,695.00           | 385,695.00            | -            |
| 09/01/2029   | -                     | -        | 29,832.50           | 29,832.50             | 415,527.50   |
| 03/01/2030   | 350,000.00            | 3.350%   | 29,832.50           | 379,832.50            | -            |
| 09/01/2030   | -                     | -        | 23,970.00           | 23,970.00             | 403,802.50   |
| 03/01/2031   | 350,000.00            | 3.350%   | 23,970.00           | 373,970.00            | -            |
| 09/01/2031   | -                     | -        | 18,107.50           | 18,107.50             | 392,077.50   |
| 03/01/2032   | 350,000.00            | 3.350%   | 18,107.50           | 368,107.50            | -            |
| 09/01/2032   | -                     | -        | 12,245.00           | 12,245.00             | 380,352.50   |
| 03/01/2033   | 355,000.00            | 3.400%   | 12,245.00           | 367,245.00            | -            |
| 09/01/2033   | -                     | -        | 6,210.00            | 6,210.00              | 373,455.00   |
| 03/01/2034   | 360,000.00            | 3.450%   | 6,210.00            | 366,210.00            | -            |
| 09/01/2034   | -                     | -        | -                   | -                     | 366,210.00   |
| <b>Total</b> | <b>\$3,215,000.00</b> | <b>-</b> | <b>\$618,950.67</b> | <b>\$3,833,950.67</b> | <b>-</b>     |

### Yield Statistics

|                                   |             |
|-----------------------------------|-------------|
| Bond Year Dollars                 | \$18,255.53 |
| Average Life                      | 5.678 Years |
| Average Coupon                    | 3.3904836%  |
| Net Interest Cost (NIC)           | 3.5665946%  |
| True Interest Cost (TIC)          | 3.5885907%  |
| Bond Yield for Arbitrage Purposes | 3.3885233%  |
| All Inclusive Cost (AIC)          | 3.9975118%  |

### IRS Form 8038

|                           |             |
|---------------------------|-------------|
| Net Interest Cost         | 3.3904836%  |
| Weighted Average Maturity | 5.678 Years |

EXHIBIT B

(Form of Note)

REGISTERED  
NO. R-\_\_

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
WASHINGTON COUNTY  
VILLAGE OF GERMANTOWN  
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2024A

|                |                         |                   |          |
|----------------|-------------------------|-------------------|----------|
| MATURITY DATE: | ORIGINAL DATE OF ISSUE: | INTEREST<br>RATE: | CUSIP:   |
| MARCH 1, 20__  | JUNE 5, 2024            | __%               | 374118__ |

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS  
(\$\_\_\_\_\_)

KNOW ALL MEN BY THESE PRESENTS, that the Village of Germantown, Washington County, Wisconsin (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on March 1 and September 1 of each year commencing March 1, 2025 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable in lawful money of the United States. The principal of this Note shall be payable only upon presentation and surrender of the Note at the office of the Village Clerk or Treasurer. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the Village Clerk or Treasurer at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$3,215,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Chapter 67, Wisconsin Statutes, for the purpose of paying the costs of 2024 capital improvements including Village building and street improvements and equipment acquisition, all as authorized by a resolution of the Village Board duly adopted by said governing body at a meeting held on April 15, 2024. Said resolution is recorded in the official minutes of the Village Board for said date.



At the option of the Village, the Notes maturing on March 1, 20\_\_ and thereafter are subject to redemption prior to maturity on March 1, 20\_\_ or on any date thereafter. Said Notes are redeemable as a whole or in part, from maturities selected by the Village and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, or overnight express delivery, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Notes shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable. It is hereby further certified that the Village has designated this Note to be a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Village Clerk or Treasurer. In the event that the Depository does not continue to act as depository for the Notes, and the Village Board appoints another depository, new fully registered Notes in the same aggregate principal amount shall be issued to the new depository upon surrender of the Notes to the Village Clerk or Treasurer, in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Village Clerk or Treasurer shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

IN WITNESS WHEREOF, the Village of Germantown, Washington County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the signatures of its duly qualified Village President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the 5<sup>th</sup> day of June, 2024.

(SEAL)

By: \_\_\_\_\_  
Dean Wolter,  
Village President

By: \_\_\_\_\_  
Donna Ott,  
Village Clerk



## ASSIGNMENT

---

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

---

(Name and Address of Assignee)

---

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

---

(e.g. Bank, Trust Company  
or Securities Firm)

---

(Depository or its Nominee  
Name)

---

(Authorized Officer)

NOTICE: The above-named  
Depository or its Nominee Name must  
correspond with the name as it appears upon  
the face of the within Note in every  
particular, without alteration or enlargement  
or any change whatever.

April 15, 2024

PRE-SALE REPORT FOR

## Village of Germantown, Wisconsin

**\$3,215,000 General Obligation Promissory Notes,  
Series 2024A**



---

**Prepared by:**

Ehlers  
N19W24400 Riverwood Drive,  
Suite 100  
Waukesha, WI 53188

**Advisors:**

Philip Cosson, Senior Municipal Advisor  
Jon Cameron, Senior Municipal Advisor

---

**BUILDING COMMUNITIES. IT'S WHAT WE DO.**



# EXECUTIVE SUMMARY OF PROPOSED DEBT

## Proposed Issue:

\$3,215,000 General Obligation Promissory Notes, Series 2024A

## Purposes:

The proposed issue includes financing for the following purposes:

Finance 2024 Projects

- General Obligation Promissory Notes, Series 2024A. The projects include buildings and grounds improvements, fire and police department equipment and improvements, road projects and related equipment, and park improvements. Debt service will be paid from ad valorem property taxes.

## Authority:

The Notes are being issued pursuant to Wisconsin Statute(s):

- 67.12(12)

The Notes will be general obligations of the Village for which its full faith, credit and taxing powers are pledged.

The Notes count against the Village's General Obligation Debt Capacity Limit of 5% of total Village Equalized Valuation. Following issuance of the Notes, the Village's total General Obligation debt principal outstanding will be approximately \$82.2 million, which is 42% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$114.1 million.

## Term/Call Feature:

The Notes are being issued for a term of 10 years. Principal on the Notes will be due on March 1 in the years 2025 through 2034. Interest will be due every six months beginning March 1, 2025.

The Notes will be subject to prepayment at the discretion of the Village on March 1, 2031 or any date thereafter.

## Bank Qualification:

Because the Village is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the Village will be able to designate the Notes as "bank qualified" obligations. Bank qualified status broadens the market for the Notes, which can result in lower interest rates.

## **Rating:**

The Village's most recent bond issues were rated by Moody's Investors Service. The current rating on those bonds is "Aa2". The Village will request a new rating for the Notes.

If the winning bidder on the Notes elects to purchase bond insurance, the rating for the issue may be higher than the Village's bond rating if the bond rating of the insurer is higher than that of the Village.

## **Basis for Recommendation:**

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Notes and long-term financial capacity, as well as the tax status considerations related to the Notes and the structure, timing and other similar matters related to the Notes, we are recommending the issuance of Notes as a suitable option.

## **Method of Sale/Placement:**

We are recommending the Notes be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Notes from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

## **Premium Pricing:**

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid more than face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the Village.

For this issue of Notes, any premium amount received that is more than the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the Village's objectives for this financing.



## Parameters:

The Village Board will consider adoption of a Parameters Resolution on May 15, 2024, which delegates authority to the Finance Director or Administrator to accept and approve a bid for the Notes so long as the bid meets certain parameters. These parameters are:

- \* Issue size not to exceed \$3,215,000
- \* Maximum Bid of: 107.00%
- \* Minimum Bid of 99.00%
- \* Maximum True Interest Cost (TIC) of 5.00%
- \* Maturity Schedule Adjustments not to exceed \$25,000 per maturity in 2025 and \$175,000 in the years 2026-2034

## Other Considerations:

The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. If the successful bidder utilizes a term bond structure, we recommend the Village retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

## Review of Existing Debt:

We have reviewed all outstanding indebtedness for the Village and find that there are no refunding opportunities currently.

We will continue to monitor the market and the call dates for the Village’s outstanding debt and will alert you to any future refunding opportunities.

## Continuing Disclosure:

Because the Village has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the Village will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The Village is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

## Arbitrage Monitoring:

The Village must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations (“Arbitrage Rules”) throughout the life of the issue to maintain the tax-exempt status of the Notes. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The Village's specific arbitrage responsibilities will be detailed in the Certificate With Respect to Arbitrage and Other Tax Matters (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Notes may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitation, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the Village within 30 days after the sale date to review the Village's specific responsibilities for the Notes. The Village is currently receiving arbitrage services from Ehlers in relation to the Notes.

### **Investment of Note Proceeds:**

Ehlers can assist the Village in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

### **Other Service Providers:**

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services, please contact us.

**Bond Counsel:** Griggs Law Office LLC

**Paying Agent:** Bond Trust Services Corporation

**Rating Agency:** Moody's Investors Service, Inc.

## **PROPOSED DEBT ISSUANCE SCHEDULE**

|                                                  |                        |
|--------------------------------------------------|------------------------|
| Pre-Sale Review by Village Board:                | April 15, 2024         |
| Due Diligence Call to Review Official Statement: | Week of April 29, 2024 |
| Conference with Rating Agency:                   | Week of April 29, 2024 |



|                                               |              |
|-----------------------------------------------|--------------|
| Distribute Official Statement:                | May 8, 2024  |
| Designated Officials Award Sale of the Notes: | May 15, 2024 |
| Estimated Closing Date:                       | June 5, 2024 |

## Attachments

Estimated Sources and Uses of Funds  
Estimated Proposed Debt Service Schedule  
Tax Impact Analysis  
Bond Buyer Index

## EHLERS' CONTACTS

|                                         |                |
|-----------------------------------------|----------------|
| Philip Cosson, Senior Municipal Advisor | (262) 796-6161 |
| Jon Cameron, Senior Municipal Advisor   | (262) 796-6179 |
| Sue Porter, Lead Public Finance Analyst | (262) 796-6167 |
| Kathy Myers, Senior Financial Analyst   | (262) 796-6177 |

## Table xx

### Existing G.O. Debt Base Case

Village of Germantown, WI

| Year Ending | Existing Debt                  |                |                |                 |                 |                 |                 |              |                              |                         | Annual Taxes<br>\$350,000<br>Home | Year Ending |
|-------------|--------------------------------|----------------|----------------|-----------------|-----------------|-----------------|-----------------|--------------|------------------------------|-------------------------|-----------------------------------|-------------|
|             | Total G.O.<br>Debt<br>Payments | Less:<br>Water | Less:<br>Sewer | Less:<br>TID #6 | Less:<br>TID #7 | Less:<br>TID #8 | Less:<br>TID #9 | Net Tax Levy | Equalized Value<br>(TID OUT) | Tax Rate<br>Per \$1,000 |                                   |             |
| 2023        |                                |                |                |                 |                 |                 |                 | 0            | 3,389,240,200                | \$0.00                  | \$0.00                            | 2023        |
| 2024        | 7,700,957                      | (314,367)      | (529,298)      | (479,513)       | (292,208)       | (981,788)       | (160,700)       | 4,943,085    | 3,683,230,100                | \$1.34                  | \$469.72                          | 2024        |
| 2025        | 7,926,664                      | (319,175)      | (531,656)      | (515,313)       | (371,958)       | (1,035,413)     | (160,700)       | 4,992,450    | 3,821,552,996                | \$1.31                  | \$457.24                          | 2025        |
| 2026        | 7,463,435                      | (316,800)      | (533,556)      | (500,113)       | (684,758)       | (1,164,369)     | (297,200)       | 3,966,640    | 3,965,070,578                | \$1.00                  | \$350.14                          | 2026        |
| 2027        | 7,268,609                      | (319,050)      | (529,881)      | (511,438)       | (682,020)       | (1,213,550)     | (299,950)       | 3,712,720    | 4,113,977,932                | \$0.90                  | \$315.86                          | 2027        |
| 2028        | 7,048,773                      | (315,925)      | (531,331)      | (509,138)       | (683,701)       | (1,251,728)     | (302,200)       | 3,454,750    | 4,268,477,468                | \$0.81                  | \$283.28                          | 2028        |
| 2029        | 7,000,210                      | (317,425)      | (532,806)      | (506,538)       | (788,101)       | (1,363,815)     | (303,950)       | 3,187,575    | 4,428,779,200                | \$0.72                  | \$251.91                          | 2029        |
| 2030        | 7,271,264                      | (318,425)      | (534,194)      | (503,094)       | (869,408)       | (1,354,681)     | (295,450)       | 3,396,013    | 4,595,101,029                | \$0.74                  | \$258.67                          | 2030        |
| 2031        | 7,283,891                      | (318,925)      | (535,513)      | (493,875)       | (859,060)       | (1,373,094)     | (296,700)       | 3,406,725    | 4,767,669,037                | \$0.71                  | \$250.09                          | 2031        |
| 2032        | 6,783,381                      | (318,925)      | (531,178)      | (479,025)       | (842,869)       | (1,343,184)     | (297,450)       | 2,970,750    | 4,946,717,799                | \$0.60                  | \$210.19                          | 2032        |
| 2033        | 5,726,316                      | (318,425)      | (531,188)      | (463,625)       | (304,800)       | (1,312,953)     | (297,700)       | 2,497,625    | 5,132,490,698                | \$0.49                  | \$170.32                          | 2033        |
| 2034        | 5,397,838                      | (317,425)      | (535,350)      | (462,963)       | 0               | (1,282,025)     | (297,450)       | 2,502,625    | 5,325,240,258                | \$0.47                  | \$164.48                          | 2034        |
| 2035        | 4,961,219                      | (317,100)      | (534,938)      | 0               |                 | (1,269,681)     | (297,800)       | 2,541,700    | 5,525,228,484                | \$0.46                  | \$161.01                          | 2035        |
| 2036        | 4,855,244                      | (317,500)      | (535,225)      |                 |                 | (1,236,619)     | (298,800)       | 2,467,100    | 5,732,727,224                | \$0.43                  | \$150.62                          | 2036        |
| 2037        | 5,031,400                      | (317,500)      | (534,875)      |                 |                 | (1,227,425)     | (299,400)       | 2,652,200    | 5,948,018,534                | \$0.45                  | \$156.06                          | 2037        |
| 2038        | 4,953,750                      | (317,100)      | (528,950)      |                 |                 | (1,192,100)     | (299,600)       | 2,616,000    | 6,171,395,062                | \$0.42                  | \$148.36                          | 2038        |
| 2039        | 4,262,963                      | (316,300)      | (532,344)      |                 |                 | (532,219)       | (299,400)       | 2,582,700    | 6,403,160,446                | \$0.40                  | \$141.17                          | 2039        |
| 2040        | 3,596,800                      | (315,100)      | (342,600)      |                 |                 | 0               | (303,700)       | 2,635,400    | 6,643,629,728                | \$0.40                  | \$138.84                          | 2040        |
| 2041        | 3,648,100                      | (318,400)      | (344,900)      |                 |                 |                 | (302,500)       | 2,682,300    | 6,893,129,781                | \$0.39                  | \$136.19                          | 2041        |
| 2042        | 3,682,200                      | (316,200)      | (341,700)      |                 |                 |                 | (300,900)       | 2,723,400    | 7,151,999,754                | \$0.38                  | \$133.28                          | 2042        |
| 2043        | 0                              | 0              | 0              |                 |                 |                 | 0               | 0            | 7,420,591,531                | \$0.00                  | \$0.00                            | 2043        |
| 2044        |                                |                |                |                 |                 |                 |                 | 0            | 7,699,270,214                | \$0.00                  | \$0.00                            | 2044        |
| Total       | 111,863,012                    | (6,030,067)    | (9,551,482)    | (5,424,631)     | (6,378,881)     | (19,134,643)    | (5,411,550)     | 59,931,758   |                              |                         |                                   | Total       |

#### Notes:

#### Legend:

Represents +/- 25% Change over previous year



## Table xx Capital Improvements Financing Plan

*Village of Germantown, WI*

|                                    |       | 2024             |                  |
|------------------------------------|-------|------------------|------------------|
|                                    |       | G.O. Notes       | Levy Portion     |
| CIP Projects <sup>1</sup>          |       |                  |                  |
| Projects                           |       | 3,137,000        | 3,137,000        |
| <b>Subtotal Project Costs</b>      |       | <b>3,137,000</b> | <b>3,137,000</b> |
| CIP Projects <sup>1</sup>          |       | <b>3,137,000</b> | <b>3,137,000</b> |
| <b>Estimated Issuance Expenses</b> |       | <b>96,500</b>    | <b>96,500</b>    |
| Municipal Advisor (Ehlers)         |       | 29,000           | 29,000           |
| Bond Counsel (Griggs)              |       | 20,000           | 20,000           |
| Rating Fee                         |       | 14,500           | 14,500           |
| Maximum Underwriter's Discount     | 10.00 | 32,150           | 32,150           |
| Paying Agent                       |       | 850              | 850              |
| <b>Subtotal Issuance Expenses</b>  |       | <b>96,500</b>    | <b>96,500</b>    |
| <b>TOTAL TO BE FINANCED</b>        |       | <b>3,233,500</b> | <b>3,233,500</b> |
| Estimated Interest Earnings        | 4.00% | (20,913)         | (20,913)         |
| Assumed spend down (months)        | 2.00  |                  |                  |
| Rounding                           |       | 2,413            | 2,413            |
| <b>NET BOND SIZE</b>               |       | <b>3,215,000</b> | <b>3,215,000</b> |

**Notes:**

1) Project Total Estimates

## Table xx

### Allocation of Debt Service - 2024 G.O. Notes

*Village of Germantown, WI*

| Year<br>Ending | Levy Portion |                        |          |           |
|----------------|--------------|------------------------|----------|-----------|
|                | Principal    | Est. Rate <sup>1</sup> | Interest | Total     |
| 2024           |              |                        |          | 0         |
| 2025           | 50,000       | 3.90%                  | 134,981  | 184,981   |
| 2026           | 350,000      | 3.70%                  | 101,315  | 451,315   |
| 2027           | 350,000      | 3.35%                  | 88,978   | 438,978   |
| 2028           | 350,000      | 3.35%                  | 77,253   | 427,253   |
| 2029           | 350,000      | 3.35%                  | 65,528   | 415,528   |
| 2030           | 350,000      | 3.35%                  | 53,803   | 403,803   |
| 2031           | 350,000      | 3.35%                  | 42,078   | 392,078   |
| 2032           | 350,000      | 3.35%                  | 30,353   | 380,353   |
| 2033           | 355,000      | 3.40%                  | 18,455   | 373,455   |
| 2034           | 360,000      | 3.45%                  | 6,210    | 366,210   |
| 2035           |              |                        |          | 0         |
| 2036           |              |                        |          | 0         |
| 2037           |              |                        |          | 0         |
| 2038           |              |                        |          | 0         |
| Total          | 3,215,000    |                        | 618,951  | 3,833,951 |

| Year<br>Ending | Totals          |          |           |
|----------------|-----------------|----------|-----------|
|                | Principal (3/1) | Interest | Total     |
| 2024           | 0               | 0        | 0         |
| 2025           | 50,000          | 134,981  | 184,981   |
| 2026           | 350,000         | 101,315  | 451,315   |
| 2027           | 350,000         | 88,978   | 438,978   |
| 2028           | 350,000         | 77,253   | 427,253   |
| 2029           | 350,000         | 65,528   | 415,528   |
| 2030           | 350,000         | 53,803   | 403,803   |
| 2031           | 350,000         | 42,078   | 392,078   |
| 2032           | 350,000         | 30,353   | 380,353   |
| 2033           | 355,000         | 18,455   | 373,455   |
| 2034           | 360,000         | 6,210    | 366,210   |
| 2035           | 0               | 0        | 0         |
| 2036           | 0               | 0        | 0         |
| 2037           | 0               | 0        | 0         |
| 2038           | 0               | 0        | 0         |
| Total          | 3,215,000       | 618,951  | 3,833,951 |

**Notes:**

1) Estimated Rate assumes NR sale of 3/14/24 + .35



# Table xx Financing Plan Tax Impact

Village of Germantown, WI

| Year<br>Ending | Existing Debt          |                      |                |                |                 |                 |                 |                 |                             |                                   |                              |                                 | 2024 G.O. Notes<br>3,215,000<br>Dated: 6/5/2024 |                                       | Proposed Debt         |                                   |                                       |                                   |                                             | Year<br>Ending |      |       |
|----------------|------------------------|----------------------|----------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------------------|-----------------------------------|------------------------------|---------------------------------|-------------------------------------------------|---------------------------------------|-----------------------|-----------------------------------|---------------------------------------|-----------------------------------|---------------------------------------------|----------------|------|-------|
|                | Total Debt<br>Payments | G.O. Debt<br>Expense | Less:<br>Water | Less:<br>Sewer | Less:<br>TID #6 | Less:<br>TID #7 | Less:<br>TID #8 | Less:<br>TID #9 | Net Debt<br>Service<br>Levy | Change<br>From Prior<br>Year Levy | Equalized Value<br>(TID OUT) | Tax Rate<br>Per \$1,000<br>Home | Annual Taxes<br>\$350,000                       | Abatements                            |                       | Debt Service Levy                 |                                       | Taxes                             |                                             |                |      |       |
|                |                        |                      |                |                |                 |                 |                 |                 |                             |                                   |                              |                                 |                                                 | Less:<br>Total Principal and Interest | Less:<br>Service Levy | Levy Change<br>From Prior<br>Year | Total Tax<br>Rate for<br>Debt Service | Annual Taxes<br>\$350,000<br>Home | Annual Taxes<br>Difference<br>From Existing |                |      |       |
| 2024           | 7,700,957              | 0                    | (314,367)      | (529,298)      | (479,513)       | (292,208)       | (981,788)       | (160,700)       | 4,943,085                   |                                   | 3,683,230,100                | \$1.34                          | \$469.72                                        | 0                                     |                       |                                   | 4,943,085                             | \$1.34                            | \$470                                       | \$0.00         | 2024 |       |
| 2025           | 7,926,664              | 0                    | (319,175)      | (531,656)      | (515,313)       | (371,958)       | (1,035,413)     | (160,700)       | 4,992,450                   | 49,365                            | 3,821,552,996                | \$1.31                          | \$457.24                                        | 184,981                               |                       |                                   | 5,177,431                             | \$1.35                            | \$474                                       | \$17           | 2025 |       |
| 2026           | 7,463,435              | 0                    | (316,800)      | (533,556)      | (500,113)       | (684,758)       | (1,164,369)     | (297,200)       | 3,966,640                   | (1,025,810)                       | 3,965,070,578                | \$1.00                          | \$350.14                                        | 451,315                               |                       |                                   | 4,417,955                             | \$1.11                            | \$390                                       | \$40           | 2026 |       |
| 2027           | 7,268,609              | 0                    | (319,050)      | (529,881)      | (511,438)       | (682,020)       | (1,213,550)     | (299,950)       | 3,712,720                   | (253,920)                         | 4,113,977,932                | \$0.90                          | \$315.86                                        | 438,978                               |                       |                                   | 4,151,698                             | \$1.01                            | \$353                                       | \$37           | 2027 |       |
| 2028           | 7,048,773              | 0                    | (315,925)      | (531,331)      | (509,138)       | (683,701)       | (1,251,728)     | (302,200)       | 3,454,750                   | (257,970)                         | 4,268,477,468                | \$0.81                          | \$283.28                                        | 427,253                               |                       |                                   | 3,882,003                             | \$0.91                            | \$318                                       | \$35           | 2028 |       |
| 2029           | 7,000,210              | 0                    | (317,425)      | (532,806)      | (506,538)       | (788,101)       | (1,363,815)     | (303,950)       | 3,187,575                   | (267,175)                         | 4,428,779,200                | \$0.72                          | \$251.91                                        | 415,528                               |                       |                                   | 3,603,103                             | \$0.81                            | \$285                                       | \$33           | 2029 |       |
| 2030           | 7,271,264              | 0                    | (318,425)      | (534,194)      | (503,094)       | (869,408)       | (1,354,681)     | (295,450)       | 3,396,013                   | 208,438                           | 4,595,101,029                | \$0.74                          | \$258.67                                        | 403,803                               |                       |                                   | 3,799,815                             | \$0.83                            | \$289                                       | \$31           | 2030 |       |
| 2031           | 7,283,891              | 0                    | (318,925)      | (535,513)      | (493,875)       | (859,060)       | (1,373,094)     | (296,700)       | 3,406,725                   | 10,713                            | 4,767,669,037                | \$0.71                          | \$250.09                                        | 392,078                               |                       |                                   | 3,798,803                             | \$0.80                            | \$279                                       | \$29           | 2031 |       |
| 2032           | 6,783,381              | 0                    | (318,925)      | (531,178)      | (479,025)       | (842,869)       | (1,343,184)     | (297,450)       | 2,970,750                   | (435,975)                         | 4,946,717,799                | \$0.60                          | \$210.19                                        | 380,353                               |                       |                                   | 3,351,103                             | \$0.68                            | \$237                                       | \$27           | 2032 |       |
| 2033           | 5,726,316              | 0                    | (318,425)      | (531,188)      | (463,625)       | (304,800)       | (1,312,953)     | (297,700)       | 2,497,625                   | (473,125)                         | 5,132,490,698                | \$0.49                          | \$170.32                                        | 373,455                               |                       |                                   | 2,871,080                             | \$0.56                            | \$196                                       | \$25           | 2033 |       |
| 2034           | 5,397,838              | 0                    | (317,425)      | (535,350)      | (462,963)       | 0               | (1,282,025)     | (297,450)       | 2,502,625                   | 5,000                             | 5,325,240,258                | \$0.47                          | \$164.48                                        | 366,210                               |                       |                                   | 2,868,835                             | \$0.54                            | \$189                                       | \$24           | 2034 |       |
| 2035           | 4,961,219              | 0                    | (317,100)      | (534,938)      | 0               | 0               | (1,269,681)     | (297,800)       | 2,541,700                   | 39,075                            | 5,525,228,484                | \$0.46                          | \$161.01                                        | 0                                     |                       |                                   | 2,541,700                             | \$0.46                            | \$161                                       | \$0            | 2035 |       |
| 2036           | 4,855,244              | 0                    | (317,500)      | (535,225)      | 0               | 0               | (1,236,619)     | (298,800)       | 2,467,100                   | (74,600)                          | 5,732,727,224                | \$0.43                          | \$150.62                                        | 0                                     |                       |                                   | 2,467,100                             | \$0.43                            | \$151                                       | \$0            | 2036 |       |
| 2037           | 5,031,400              | 0                    | (317,500)      | (534,875)      | 0               | 0               | (1,227,425)     | (299,400)       | 2,652,200                   | 185,100                           | 5,948,018,534                | \$0.45                          | \$156.06                                        | 0                                     |                       |                                   | 2,652,200                             | \$0.45                            | \$156                                       | \$0            | 2037 |       |
| 2038           | 4,953,750              | 0                    | (317,100)      | (528,950)      | 0               | 0               | (1,192,100)     | (299,600)       | 2,616,000                   | (36,200)                          | 6,171,395,062                | \$0.42                          | \$148.36                                        | 0                                     |                       |                                   | 2,616,000                             | \$0.42                            | \$148                                       | \$0            | 2038 |       |
| 2039           | 4,262,963              | 0                    | (316,300)      | (532,344)      | 0               | 0               | (532,219)       | (299,400)       | 2,582,700                   | (33,300)                          | 6,403,160,446                | \$0.40                          | \$141.17                                        | 0                                     |                       |                                   | 2,582,700                             | \$0.40                            | \$141                                       | \$0            | 2039 |       |
| 2040           | 3,596,800              | 0                    | (315,100)      | (342,600)      | 0               | 0               | 0               | (303,700)       | 2,635,400                   | 52,700                            | 6,643,629,728                | \$0.40                          | \$138.84                                        | 0                                     |                       |                                   | 2,635,400                             | \$0.40                            | \$139                                       | \$0            | 2040 |       |
| 2041           | 3,648,100              | 0                    | (318,400)      | (344,900)      | 0               | 0               | 0               | (302,500)       | 2,682,300                   | 46,900                            | 6,893,129,781                | \$0.39                          | \$136.19                                        | 0                                     |                       |                                   | 2,682,300                             | \$0.39                            | \$136                                       | \$0            | 2041 |       |
| 2042           | 3,682,200              | 0                    | (316,200)      | (341,700)      | 0               | 0               | 0               | (300,900)       | 2,723,400                   | 41,100                            | 7,151,999,754                | \$0.38                          | \$133.28                                        | 0                                     |                       |                                   | 2,723,400                             | \$0.38                            | \$133                                       | \$0            | 2042 |       |
| 2043           | 0                      | 0                    | 0              | 0              | 0               | 0               | 0               | 0               | 0                           | (2,723,400)                       | 7,420,591,531                | \$0.00                          | \$0.00                                          | 0                                     |                       |                                   | 0                                     | (2,723,400)                       | \$0.00                                      | \$0            | \$0  | 2043  |
| 2044           | 0                      | 0                    | 0              | 0              | 0               | 0               | 0               | 0               | 0                           | 0                                 | 7,699,270,214                | \$0.00                          | \$0.00                                          | 0                                     |                       |                                   | 0                                     | 0                                 | \$0.00                                      | \$0            | \$0  | 2044  |
| 2045           | 0                      | 0                    | 0              | 0              | 0               | 0               | 0               | 0               | 0                           | 0                                 | 7,988,414,613                | \$0.00                          | \$0.00                                          | 0                                     |                       |                                   | 0                                     | 0                                 | \$0.00                                      | \$0            | \$0  | 2045  |
| 2046           | 0                      | 0                    | 0              | 0              | 0               | 0               | 0               | 0               | 0                           | 0                                 | 8,288,417,767                | \$0.00                          | \$0.00                                          | 0                                     |                       |                                   | 0                                     | 0                                 | \$0.00                                      | \$0            | \$0  | 2046  |
| 2047           | 0                      | 0                    | 0              | 0              | 0               | 0               | 0               | 0               | 0                           | 0                                 | 8,599,687,473                | \$0.00                          | \$0.00                                          | 0                                     |                       |                                   | 0                                     | 0                                 | \$0.00                                      | \$0            | \$0  | 2047  |
| 2048           | 0                      | 0                    | 0              | 0              | 0               | 0               | 0               | 0               | 0                           | 0                                 | 8,922,646,844                | \$0.00                          | \$0.00                                          | 0                                     |                       |                                   | 0                                     | 0                                 | \$0.00                                      | \$0            | \$0  | 2048  |
| 2049           | 0                      | 0                    | 0              | 0              | 0               | 0               | 0               | 0               | 0                           | 0                                 | 9,257,734,884                | \$0.00                          | \$0.00                                          | 0                                     |                       |                                   | 0                                     | 0                                 | \$0.00                                      | \$0            | \$0  | 2049  |
| 2050           | 0                      | 0                    | 0              | 0              | 0               | 0               | 0               | 0               | 0                           | 0                                 | 9,605,407,081                | \$0.00                          | \$0.00                                          | 0                                     |                       |                                   | 0                                     | 0                                 | \$0.00                                      | \$0            | \$0  | 2050  |
| 2051           | 0                      | 0                    | 0              | 0              | 0               | 0               | 0               | 0               | 0                           | 0                                 | 9,966,136,031                | \$0.00                          | \$0.00                                          | 0                                     |                       |                                   | 0                                     | 0                                 | \$0.00                                      | \$0            | \$0  | 2051  |
| 2052           | 0                      | 0                    | 0              | 0              | 0               | 0               | 0               | 0               | 0                           | 0                                 | 10,340,412,078               | \$0.00                          | \$0.00                                          | 0                                     |                       |                                   | 0                                     | 0                                 | \$0.00                                      | \$0            | \$0  | 2052  |
| 2053           | 0                      | 0                    | 0              | 0              | 0               | 0               | 0               | 0               | 0                           | 0                                 | 10,728,743,979               | 0                               | 0                                               | 0                                     |                       |                                   | 0                                     | 0                                 | 0                                           | 0              | \$0  | 2053  |
| Total          | 111,863,012            | 0                    | (6,030,067)    | (9,551,482)    | (5,424,631)     | (6,378,881)     | (19,134,643)    | (5,411,550)     | 59,931,758                  | 0                                 | 10,728,743,979               | 0                               | 0                                               | 3,833,951                             | 0                     |                                   |                                       |                                   |                                             |                | 298  | Total |

Notes:

**Table xx**

**General Obligation Debt Capacity Analysis - Impact of Financing Plan**

*Village of Germantown, WI*

| Existing Debt |                                                 |             |                                |            |
|---------------|-------------------------------------------------|-------------|--------------------------------|------------|
| Year Ending   | Projected Equalized Value (TID IN) <sup>1</sup> | Debt Limit  | Existing Principal Outstanding | % of Limit |
| 2023          | 3,929,189,400                                   | 196,459,470 | 83,825,000                     | 43%        |
| 2024          | 4,104,849,112                                   | 205,242,456 | 79,065,000                     | 39%        |
| 2025          | 4,288,361,929                                   | 214,418,096 | 73,985,000                     | 35%        |
| 2026          | 4,480,078,933                                   | 224,003,947 | 69,185,000                     | 31%        |
| 2027          | 4,680,366,905                                   | 234,018,345 | 64,410,000                     | 28%        |
| 2028          | 4,889,609,021                                   | 244,480,451 | 59,690,000                     | 24%        |
| 2029          | 5,108,205,588                                   | 255,410,279 | 54,855,000                     | 21%        |
| 2030          | 5,336,574,809                                   | 266,828,740 | 49,575,000                     | 19%        |
| 2031          | 5,575,153,584                                   | 278,757,679 | 44,090,000                     | 16%        |
| 2032          | 5,824,398,346                                   | 291,219,917 | 38,905,000                     | 13%        |
| 2033          | 6,084,785,930                                   | 304,239,297 | 34,590,000                     | 11%        |
| 2034          | 6,356,814,493                                   | 317,840,725 | 30,430,000                     | 10%        |
| 2035          | 6,641,004,459                                   | 332,050,223 | 26,550,000                     | 8%         |
| 2036          | 6,937,899,522                                   | 346,894,976 | 22,635,000                     | 7%         |
| 2037          | 7,248,067,678                                   | 362,403,384 | 18,395,000                     | 5%         |
| 2038          | 7,572,102,321                                   | 378,605,116 | 14,075,000                     | 4%         |
| 2039          | 7,910,623,369                                   | 395,531,168 | 10,295,000                     | 3%         |
| 2040          | 8,264,278,457                                   | 413,213,923 | 7,045,000                      | 2%         |
| 2041          | 8,633,744,173                                   | 431,687,209 | 3,610,000                      | 1%         |
| 2042          | 9,019,727,353                                   | 450,986,368 | 0                              | 0%         |
| 2043          | 9,422,966,431                                   | 471,148,322 |                                | 0%         |
| 2044          | 9,844,232,855                                   | 492,211,643 |                                | 0%         |
| 2045          | 10,284,332,564                                  | 514,216,628 |                                | 0%         |
| 2046          | 10,744,107,524                                  | 537,205,376 |                                | 0%         |
| 2047          | 11,224,437,343                                  | 561,221,867 |                                | 0%         |
| 2048          | 11,726,240,955                                  | 586,312,048 |                                | 0%         |
| 2049          | 12,250,478,375                                  | 612,523,919 |                                | 0%         |
| 2050          | 12,798,152,535                                  | 639,907,627 |                                | 0%         |
| 2051          | 13,370,311,207                                  | 668,515,560 |                                | 0%         |
| 2052          | 13,968,049,005                                  | 698,402,450 |                                | 0%         |

| Proposed Debt                          |              |                   |               |             |
|----------------------------------------|--------------|-------------------|---------------|-------------|
| Combined Principal Existing & Proposed |              |                   |               | Year Ending |
| 2024 G.O. Notes                        | % of Limit   | Residual Capacity |               |             |
|                                        | \$83,825,000 | 43%               | \$112,634,470 | 2023        |
| 3,215,000                              | \$82,280,000 | 40%               | \$122,962,456 | 2024        |
| 3,165,000                              | \$77,150,000 | 36%               | \$137,268,096 | 2025        |
| 2,815,000                              | \$72,000,000 | 32%               | \$152,003,947 | 2026        |
| 2,465,000                              | \$66,875,000 | 29%               | \$167,143,345 | 2027        |
| 2,115,000                              | \$61,805,000 | 25%               | \$182,675,451 | 2028        |
| 1,765,000                              | \$56,620,000 | 22%               | \$198,790,279 | 2029        |
| 1,415,000                              | \$50,990,000 | 19%               | \$215,838,740 | 2030        |
| 1,065,000                              | \$45,155,000 | 16%               | \$233,602,679 | 2031        |
| 715,000                                | \$39,620,000 | 14%               | \$251,599,917 | 2032        |
| 360,000                                | \$34,950,000 | 11%               | \$269,289,297 | 2033        |
| 0                                      | \$30,430,000 | 10%               | \$287,410,725 | 2034        |
|                                        | \$26,550,000 | 8%                | \$305,500,223 | 2035        |
|                                        | \$22,635,000 | 7%                | \$324,259,976 | 2036        |
|                                        | \$18,395,000 | 5%                | \$344,008,384 | 2037        |
|                                        | \$14,075,000 | 4%                | \$364,530,116 | 2038        |
|                                        | \$10,295,000 | 3%                | \$385,236,168 | 2039        |
|                                        | \$7,045,000  | 2%                | \$406,168,923 | 2040        |
|                                        | \$3,610,000  | 1%                | \$428,077,209 | 2041        |
|                                        | \$0          | 0%                | \$450,986,368 | 2042        |
|                                        | \$0          | 0%                | \$471,148,322 | 2043        |
|                                        | \$0          | 0%                | \$492,211,643 | 2044        |
|                                        | \$0          | 0%                | \$514,216,628 | 2045        |
|                                        | \$0          | 0%                | \$537,205,376 | 2046        |
|                                        | \$0          | 0%                | \$561,221,867 | 2047        |
|                                        | \$0          | 0%                | \$586,312,048 | 2048        |
|                                        | \$0          | 0%                | \$612,523,919 | 2049        |
|                                        | \$0          | 0%                | \$639,907,627 | 2050        |
|                                        | \$0          | 0%                | \$668,515,560 | 2051        |
|                                        | \$0          | 0%                | \$698,402,450 | 2052        |

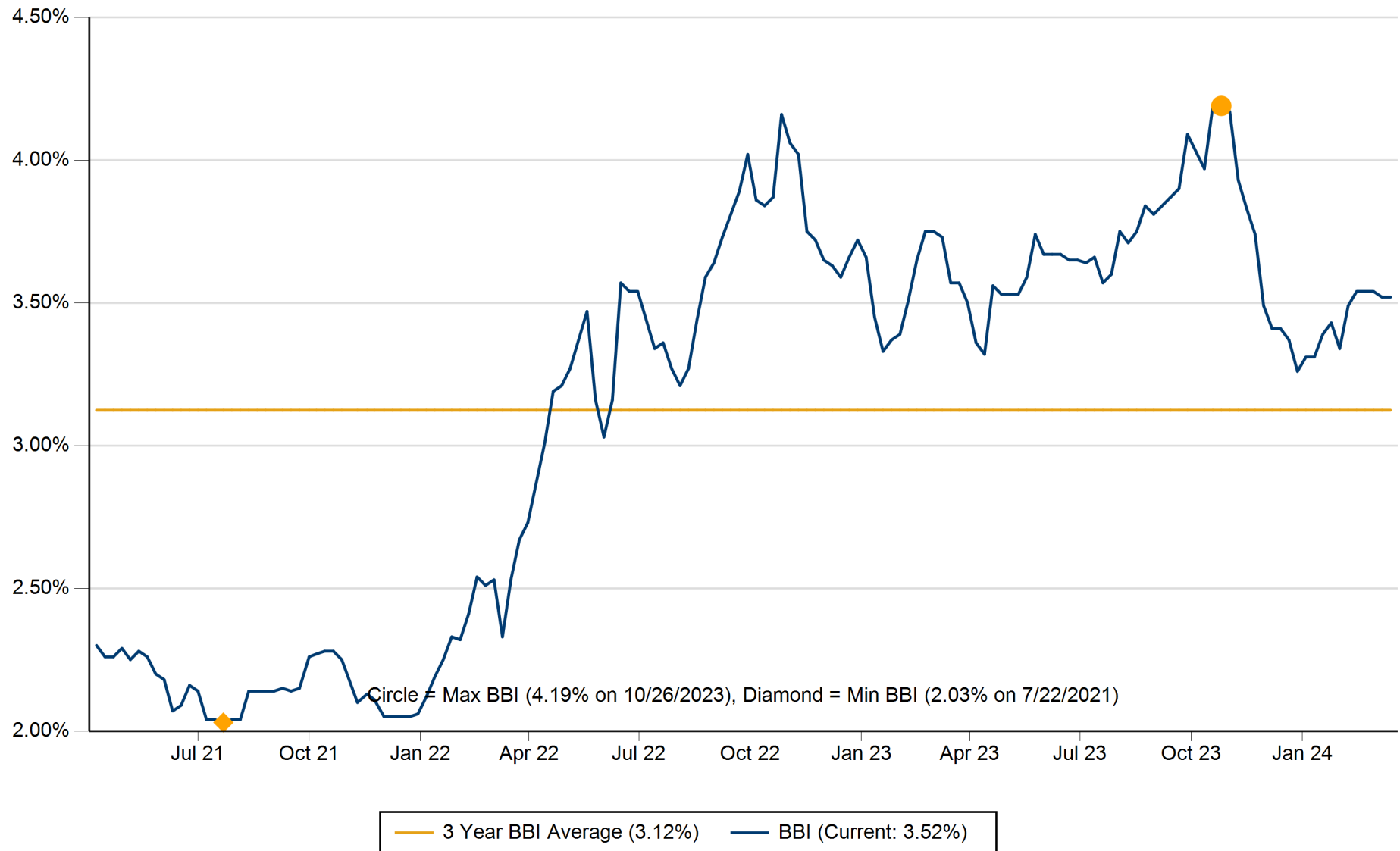
**Notes:**

1) Projected TID IN EV based on 5-year average at 0.0447063488926141 % annual inflation.



### 3 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates April, 2021 - April, 2024



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer



| Department                     | Item Description              | Borrowing           |
|--------------------------------|-------------------------------|---------------------|
| <b>Data Processing</b>         |                               |                     |
|                                | Switches & Access Points      | \$ 85,000           |
| <b>Buildings &amp; Grounds</b> |                               |                     |
|                                | Village Hall Key Card Upgrade | \$ 52,000           |
| <b>Police Department</b>       |                               |                     |
|                                | 3 Squad Cars                  | \$ 180,000          |
| <b>Fire Department</b>         |                               |                     |
|                                | Burn Tower                    | \$ 115,000          |
|                                | Ambulance Replacement         | \$ 60,000           |
|                                | Station Paging System         | \$ 75,000           |
| <b>Highway</b>                 |                               |                     |
|                                | 2024 Patrol Truck Purchase    | \$ 276,000          |
|                                | Asphalt Paving Road Program   | \$ 1,500,000        |
|                                | Construction Message Center   | \$ 25,000           |
|                                | Maple/Lannon                  | \$ 500,000          |
| <b>Recreation</b>              |                               |                     |
|                                | Kinderberg Womens Restroom    | \$ 25,000           |
| <b>Parks</b>                   |                               |                     |
|                                | Firemens Small Restroom Roof  | \$ 22,000           |
|                                | Haupt Roofing                 | \$ 40,000           |
|                                | Truck Replacement             | \$ 62,000           |
|                                | Compact Articulating Loader   | \$ 120,000          |
|                                |                               |                     |
|                                | <b>TOTALS</b>                 | <b>\$ 3,137,000</b> |



## **BUSINESS OF THE VILLAGE BOARD**

MEETING DATE: April 15, 2024

PLACEMENT:

ITEM TITLE: Country Belle Manor Driveway Adjustments — 50% Cost Share with Residents Program

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

Discussions in late 2023 at the PWHC attempted to resolve a dispute between select residents and the Village arising from the Village applying a top course of asphalt on roads in Country Belle Manor subdivision. The top course of asphalt raised the profile of the road and residents were not satisfied with the selected method of matching the new road elevation to their driveway.

When the issue was brought to the PWHC, the discussion between the committee and the Village Administrator revolved around making adjustments on driveways where dissatisfied residents contributed at a 50% cost share. From that point, Village staff proceeded with planning and budgeting with that discussion in mind. The concrete work was bid as part of the 2024 road program and will be conducted this summer. Residents who wished to participate were asked to opt in by March 31, 2024. By March 31, 2024, 6 of 13 residents opted into the program.

ATTACHMENT:

RECOMMENDATION:

Approval of the 50% cost share between the Village and residents of Country Belle Manor who opted in for driveway improvements as part of the 2024 road program.

ACTION BY Committee:

Passed to Village Board with no recommendation based on a 2-2 vote.