

MEETING: REGULAR MEETING OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

DATE & TIME: Wednesday, June 5, 2024 at 5:30 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 #: **2555 672 0428** Password: **ZNmFyjsD343** which can be accessed by phone at 408-418-9388 or by logging on at: <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mc28ed9f85300bb8f63267a15d2f40b55>

Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to 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 Village Board Meeting Videos can be viewed at 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. **APPROVAL OF MINUTES:**
 - A. PWHC 5/1/24 Minutes for Approval
- IV. **PUBLIC COMMENT:** *Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three-minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments.*
- V. **UNFINISHED BUSINESS**
 - A. ID of Village Residents at Yard Waste Facility & Move Date Discussion
- VI. **NEW BUSINESS:**
 - A. Resolution to approve a Sewer User Rate Increase
 - B. Resolution Adopting the 2023 Compliance, Maintenance Annual Report (CMAR) (WDNR)
 - C. Acceptance of Improvements - CIPP Water Crossings - Lake Park
 - D. Approval of the Development Agreement with Green Bay Packaging
 - E. Award Contract to Complete the Permit Application for the 2025-2029 Department of Natural Resources Wisconsin Pollution Discharge Elimination System (WPDES) Stormwater Permit to Graef of Milwaukee, Wisconsin, in the amount of \$11,370
 - F. Award Contract for Goldendale Trail Design Study Report and Final Design for Phase I Segment between High Point Pass and Goldendale Road to raSmith of Cedarburg, Wisconsin, in the amount of \$230,920

VII. DIRECTORS'S REPORT:

A. June Director's Report

VIII. NEXT MEETING DATE: *Set July meeting date.*

IX. ANNOUNCEMENTS:

X. 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.

MEETING:	REGULAR MEETING OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
DATE AND TIME:	Wednesday, May 1, 2024 5:30 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

- I. **CALL TO ORDER:** Chairperson Kaminski called the meeting to order at 5:30pm.
- II. **ROLL CALL:** Chairperson Kaminski and Trustees R. Miller and Warren were present. Trustee Hudson will be about 10 minutes late.
- III. **APPROVAL OF MINUTES:**
 - A. PWHC 4/10/24 Minutes for Approval
Motion: Approve as presented
Motioned By: Robert Warren
Seconded By: Rick Miller
Yes: Terri Kaminski, Rick Miller, Robert Warren
No: None
Abstain: None
Motion Passed (Yes 3, No 0, Abstained 0)
- IV. **PUBLIC COMMENT:** No Public Comments.
- V. **NEW BUSINESS:**
 - A. Tower #4 Containment Change Order - Maguire Iron, Inc.
Public Works Director Mortwedt stated that the Water Utility is requesting this change order authorization to install full containment around Tower #4 for abrasive blasting and painting. The construction was halted for two years and in that time the tower's height was increased by 30' and buildings were constructed adjacent to the tower requiring full containment. Staff recommends authorizing a change order to Maguire Iron, Inc. for an amount not to exceed \$40,000 from account #45408460-542800 (TID 8) and forward it to the Village Board with a positive recommendation.
Motion: Approve as presented
Motioned By: Robert Warren
Seconded By: Rick Miller
Yes: Terri Kaminski, Rick Miller, Robert Warren
No: None
Abstain: None
Motion Passed (Yes 3, No 0, Abstained 0)
 - B. Village Building Alarm Monitoring
The 2024 Buildings and Grounds non-borrowed capital budget includes \$25,000 to make improvements to alarm monitoring equipment in many buildings. Currently, the Germantown Police dispatch center monitors these building alarms via 2-way radio

signal. Because of the pending changes within our dispatch center, staff solicited prices for the necessary improvements and future building alarm monitoring. After the original proposals were received, the project was expanded to include monitoring of the fire alarm system at the Fire Station. The additional cost is reflected under the heading “expanded project”, which can be seen next to the recommended contractor. Discussion Followed. Staff is recommending O & W Communications even though they are not the lowest bidder. O & W Communication is the provider of equipment for the new DPW facility. In full transparency, there will be a reoccurring cost of \$4612 annually for the monitoring service after year 1. This will be reflected in future operating budgets moving forward. Three bids came in and staff recommends contracting with O & W Communications for an amount not to exceed \$19,000 and forwarding this request to the Village Board with a positive recommendation.

Motion: Approve as presented

Motioned By: Rick Miller

Seconded By: Robert Warren

Yes: Terri Kaminski, Rick Miller, Robert Warren

No: None

Abstain: None

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

C. Authorization to Purchase Mainline Sewer Television Truck

The Village's CCTV truck was purchased in 2001 from Aries Industries. In 2013, it went through a midlife upgrade of the camera and software programs because the original equipment had reached the end of its service life. The upgrades from 2013 are now facing that same fate. Therefore, we are presenting the obtained prices to replace the truck in its entirety with the latest technology available. The truck will include a new IBAK pan, tilt, and zoom camera in 1080P, 1,640 ft of fiber optic cable, Transporter to 24” pipe with wheel sets to 60”, IKAS Evolution software for data logging PACP certified, Mounted in an E450 Ford box van. Bids came in as listed:

Sourcewell National Bid – contract number 120721- RVL \$351,249.00

Envirotech Equipment, Lannon,

WI (New) \$339,425.00

Envirotech Equipment, Lannon, WI (Demo Truck >5000 miles) \$327,964.00

Discussion Followed. Staff recommends purchasing the demo unit above from Envirotech Equipment for an amount not to exceed \$327,964 and to forward it to the Village Board with a positive recommendation. Price includes a \$10,000.00 equipment trade-in credit. Vehicle to be delivered 8 weeks from time of Board approval, with full factory warranty for the chassis and mounted equipment. Monies were budgeted in the 2024 Wastewater Capital Budget – Transportation Equipment account 6000000-185000.

Motion: Approve as presented

Motioned By: Rick Miller

Seconded By: Robert Warren

Yes: Terri Kaminski, Rick Miller, Phil Hudson, Robert Warren

No: None

Abstain: None

Motion Passed (Yes 4, No 0, Abstained 0)

D. ID of Village Residents at Yard Waste Facility & Move Date Discussion

As of 2024, no community that touches our corporate boundaries is operating a free drop-off center for yard waste and brush. Furthermore, none are operating without an easily identifiable sticker or mirror hanger for proof of residency. With an average daily traffic flow in excess of 350 cars, it has become impossible to check IDs for every vehicle. Staff wants to have a process in place prior to the January 2025, opening of the new facility at the Department of Public Works campus. It is staff's recommendation to create an I.D. System with a windshield cling, or a mirror hanger and implementation would coincide with the opening of the new facility. Residents would have to go to Village Hall to show proof of residency and pick up the numbered identifier which would correlate to their proof of residency. This would allow for a quick visual ID for the gate attendant and improve traffic flow through the site. Staff recommends no fee for the identifier and would want it to be valid for no longer than 2 years. Superintendent Zimmerman would get pricing and samples if the committee concurs and bring them to a future meeting for approval. We need the leaves this fall to get the right mix at our current site, so we want to wait to begin collecting at the new facility until 2025. With all neighboring communities charging fees and, since we are so close and free, residents from those communities will be using our sight. Trustee Warren wants to use an existing system which is a driver's license. The City of Franklin scans drivers' licenses, and it goes very smoothly. Chairperson Kaminski said that we would then need to purchase a scanning system. She thinks that the window cling is a good idea and possibly streamline the process by making it available at the Library as well as Village Hall. The goal tonight is to try to narrow down what we want to do and come next month with a process and costs. Superintendent Zimmerman will reach out to Franklin about their scanning system and make inquiries. Information only.

E. Discussion of Proposed Update to the Sanitary Sewer Service Area
SEWRPC is conducting an update to Germantown's Sanitary Sewer Service Area (SSSA). The DNR and SEWRPC are requesting an update because of the age of Germantown's plan. In addition, due to limited staff at SEWRPC, the process for smaller development-by-development amendments to the SSSA's is now very lengthy and can hinder progress. They are recommending that the Village adopt a more comprehensive approach and look at creating a SSSA that incorporates growth that is likely to happen in a 10-20 year window. Staff developed the exhibit with the following criteria: 1. Adherence to anticipated land use in the 2050 Comprehensive Plan, 2. Current ownership: 3. Feasibility of serving the area (or not) with sewer, 4. Existing non-public sanitary systems. Staff is asking for feedback on the proposed area and whether we should submit it to DNR for preliminary review. Discussion Followed. Staff is recommending proceeding with getting a preliminary review from the DNR. SEWRPC requires a Public Hearing to adopt the Sanitary Sewer Service area, so this goes to the municipality first, DNR next and then back to the municipality for public hearing and final approval.

Motion: Approve the Sanitary Sewer Area as presented and submit to the DNR, reviewing agency on our behalf as presented.

Motioned By: Robert Warren

Seconded By: Rick Miller

Yes: Terri Kaminski, Rick Miller, Phil Hudson, Robert Warren

No: None

Abstain: None

Motion Passed (Yes 4, No 0, Abstained 0)

F. 2024 Labor and Equipment Rates

This is an annual update to Department of Public Works equipment and labor rates. Staff are recommending approval of the 2024 rates. Discussion Followed.

Motion: Approve as presented

Motioned By: Rick Miller

Seconded By: Robert Warren

Yes: Terri Kaminski, Rick Miller, Phil Hudson, Robert Warren

No: None

Abstain: None

Motion Passed (Yes 4, No 0, Abstained 0)

G. Report on WISDOT project at Maple and Lannon

The first agreement with WISDOT was dated 11/23/21 with a 90/10 split and the project estimate at that time was for \$808,980 with a Village share of \$81,798. That agreement was revised on 5/24/23 and under the new agreement, the project estimate was \$1,133,264 with a Village share of \$291,409. I don't have records, but it appears some scope was added that did not qualify for the 90/10 split, in addition to inflation adjustments. The federal participation was capped at \$744,032 in that agreement. That cap essentially puts us on the hook for everything over the estimate. The bid for the project this spring was \$1,313,605, which is a \$180,341 difference from the 5/24/23 estimate. The actual bid amount, without inspection, was near the construction estimate from the 5/24/23 agreement and did not trigger WISDOT's threshold for checking with the municipality. Most of the increase was due to increased WISDOT inspection fees. The amount budgeted out of ARPA dollars was \$80,000 - just short of the original Village share of \$81,798. The amount we now need to cover is the bid amount, \$1,313,605.75 minus the Federal share of \$744,032 and minus the \$80,000 budgeted, which equals \$489,573.75. That is how the \$500,000 number discussed in committee was determined. It has since been identified that the 5/4/23 agreement was approved by the Village Board in June 2023. At that meeting, the Public Works Director indicated that the difference in cost could be made up with ARPA dollars, but he retired, and that money has since been committed elsewhere. Director Mortwedt also had follow-up conversations with the DOT to answer some of the questions you identified: They do not offer payment plans, Lannon is a STH jurisdiction, so we cannot do the work ourselves. The Village is on the hook for costs incurred if we decide to back out. Since the contract is awarded there could be additional costs to cancel it. Discussion Followed. Trustee Miller stated that he investigated and that over \$200,000 was approved last year by the Village Board and that was supposed to be covered by ARPA dollars and that money has since been used and is no longer available. We are an additional \$200,000 over what was approved and there could be increases to the project costs as well. Trustee Warren stated that the DNR trivializes issues like these unfortunately. Director Mortwedt talked to the DNR's financial representative about the thresholds etc. and he passed along committee comments, while they seemed sympathetic they didn't volunteer more participation with costs either. When it was brought to the Village in May 2023 we knew those costs were going up substantially and we did not modify our budget at that point. This is a report item only.

VI. DIRECTOR'S REPORT:

A. May Director's Report

Public Works Director Matt Mortwedt reviewed his Director's Report for May.

VII. NEXT MEETING DATE: The next meeting date was set for Wednesday, June 5th, at 5:30pm.

VIII. **ANNOUNCEMENTS:** None.

IX. **ADJOURNMENT:** Chairperson Kaminski adjourned the meeting at 7pm.

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: June 5, 2024

PLACEMENT: Action Item

ITEM TITLE: ID of Village Residents at Yard Waste Facility & Move Date Discussion

SUBMITTED BY: Timothy Zimmerman, Superintendent

SUMMARY EXPLANATION:

At the May 1, 2024, PWHC meeting discussion was held, and staff was directed to investigate the following:

- City of Franklin driver's license scanning and yard waste policy
- Window cling options and cost

City of Franklin – Staff reached out to Andrea at the City of Franklin, and her responses are summarized here:

- The Waste Management Metro landfill uses scanner technology. The city of Franklin does not. See attachment A.
- The City of Franklin has a Drop-off area for brush only at their DPW which is open during regular business hours on Tuesdays and Thursdays only.
- No yard waste is accepted at the DPW facility.
- Residents must show proof of residency before being allowed into brush drop off area.

Window Cling – A sample of a cling will be distributed at the meeting along with a preliminary design. Costs are variable and depend on the number ordered. An initial purchase of 2,000 would bring the cost to \$0.35 each.

ATTACHMENT:

1. Landfillregulations2011
2. Yard Waste Window cling sample

RECOMMENDATION:

It is staff's recommendation to utilize a semi-permanent clear windshield cling for identification, and have these ready for pick-up by September 1, 2024. The window cling would be available at Village Hall. We are also proposing that the clings be valid for 2 years, which is the life of a typical window cling. The window cling would be required effective January 5, 2025, coinciding with the opening of the Yard Waste Facility on Town 9 Parkway.

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.

Effective January 2021

Metro will be tracking all loads using a handheld ID scanner. This system will verify residency, usage, tire allowance, and frequency. All local municipalities are aware of the new system and it has been met with their approval.

- **Valid Driver's License or State ID Required-Franklin, Town of Norway, Town of Raymond residents only**
- **Norway Residents can still show their dump pass, but a valid ID must accompany it.**
- **Residential Waste Only-NO COMMERCIAL WASTE!**
- **Commercial Vehicles, Dump Trailers and Dump Trucks will be scrutinized.**
- **2 Cubic Yard Maximum for Garbage-Yard Waste does not apply**
- **5 Regular Car or Truck Tires Per Year**
- **No Boats, Jet Skis, Paddle Boats or Hot Tubs Allowed**
- **No Hazardous Waste**
- **No Electronics-Including Televisions**
- **No Microwaves**
- **No Compressed Cylinders-Propane Tanks**
- **No Salvaging**
- **No Smoking**

Waste Management reserves the right to reject any self-hauled load. Rude and disrespectful behavior will not be tolerated. Violations of any of these policies, by any persons, may result in the loss of dumping privileges, a visit from local police, and monetary fines. Questions: Call Metro RDF at 414-529-6180 Monday-Friday, 7am to 4pm. Thank you.



2025-2027

RESIDENT

Yard Waste

0001

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: June 5, 2024

PLACEMENT: Action Item

ITEM TITLE: Resolution to approve a Sewer User Rate Increase

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

The Village of Germantown hired Ehlers in 2023 to conduct a Sewer User Rate Study. Ehlers was asked to look at three options:

1. Alternating rate increase over a ten-year period.
2. A decrease in rates over a five-year period
3. No rate increase over a five-year period.

The results of the analysis, based on projected capital expenditures and continued operations, resulted in option one being the only financially viable option for the utility. This was presented to the Utility Advisory Committee. Feedback from the committee was to fund as much capital with cash reserves as possible, and, where necessary, build projected debt issues where borrowing may be necessary, and keep user rate increases linear over the 10-year planning period. The committee also felt that we should not commit beyond the first year rate increase and conduct an evaluation every other year before raising rates. The utility advisory committee supported option one.

As a result, staff are recommending we proceed with the rate increase proposed in Ehlers option 1.

Attached are the Ehlers study, the proposed rate sheet reflecting sewer rate increases and no water rate increases, and the resolution authorizing the sewer rate increase effective with first quarter billing 2025.

ATTACHMENT:

1. Rate Increase Resolution 240426
2. Village of Germantown 2024 Final Sewer User Rate Study Presentation
3. Attachment 1 - Updated 2025 Utility Rates - Sewer Adj 050324

RECOMMENDATION:

Approval of the resolution raising rates per the attached rate sheet.

ACTION BY Committee:

RESOLUTION 24-

RESOLUTION AMENDING WASTEWATER UTILITY RATE SCHEDULE

WHEREAS, wastewater services are considered vital for the health, quality of life, and safety of all residents and businesses; and

WHEREAS, the Village of Germantown, Utility Advisory Committee, Public Works & Highway Committee and Village Board, find it necessary to amend the Wastewater Utility rate schedule in order to adequately recover the costs associated with providing wastewater services, meet current and future regulatory and capital requirements, reduce future debt issuance and ensure that costs are fairly distributed among customer classes; and

WHEREAS the last sewer rate increase was effective in 2014;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown that the rate schedule set forth in Attachment 1 is hereby approved.

BE IT FURTHER RESOLVED that these rates shall be effective the 2025 first quarter billing period.

Adopted this 20th day of May, 2024

Dean Wolter,
Village President

ATTEST:

Donna Ott,
Village Clerk



Village of Germantown, WI

2024 Sewer User Rate Study

April 24, 2024 Utility Advisory Committee
Meeting

Introduction and Overview

- The Village engaged Ehlers in 2023 to perform a Sewer Rate Study (the “Study”).
- The Sewer Utility historically has operated in a good financial position and has accumulated significant fund balance, however with significant capital improvement needs over the next 10-years and beyond, the primary goals of the study are to
 - ✓ Assess the current revenues in terms of meeting their annual revenue requirement needs;
 - ✓ Develop user rate recommendations that ensure user rates are fair and equitable to all customers and that the Utility remains self-sufficient to meet operating and capital expenses.

Introduction and Overview

- Village asked that the Study and long-range cash flow to provide at least three rate alternatives.

Option 1: Alternating Rate increase over a ten-year period (with capital projects).

Option 2: Decrease rates over a five-year period (without capital projects).

Option 3: No rate increase over a five-year period (with capital projects).

Key Findings

- The Village's last rate increase was in 2014.
- Historically, The Village has the following percentage of total sales revenue by customer class:
 - ✓ 52% from Residential customers
 - ✓ 18% from Commercial and Institutional customers
 - ✓ 29% from Industrial customers

Key Findings

- Current quarterly charges
 - ✓ Service charge for 5/8” meter of \$40.01 per quarter.
 - ✓ Volumetric charge of \$6.91 for Residential Customers and \$8.64 for all other customers per 1,000 gallons.
- \$6.3 million of planned capital improvement expenses for 2024-2033.
 - ✓ \$1.9 million to be funded with a combination of available reserves revenues generated through rates.
 - ✓ \$4.4 million recommended to be debt funded.

Key Findings

- As part of the rate study process Ehlers conducted a presentation to the Utility Advisory Committee. The feedback:
- 1) try to fund capital projects with available reserves and cash to the extent possible;
- 2) Where necessary build projected debt issues where borrowing may be necessary; and
- 3) to keep user rate increases linear if possible over the 10-year planning period for both districts.

Option 1: Alternating Rate increase over a ten-year period (with capital projects).

- It is recommended that the Village Board consider Option 1 of a 4.00% increase to sewer user rates in 2025.
- It is further recommended that the Village consider future rate increases bi-annually as shown in the cash flow analysis contained within this report.
 - ✓ Current rate of inflation is around 3.2%-3.5%.

Option 1: Alternating Rate increase over a ten-year period (with capital projects).

	Budget 2024	2025	2026	2027	2028	Projected 2029	2030	2031	2032	2033
Revenues										
Total Revenues from User Rates ¹	\$7,170,000	\$7,456,800	\$7,456,800	\$7,755,072	\$7,755,072	\$8,065,275	\$8,065,275	\$8,387,886	\$8,387,886	\$8,723,401
Percent Increase to User Rates	0.00%	4.00%	0.00%	4.00%	0.00%	4.00%	0.00%	4.00%	0.00%	4.00%
Cumulative Percent Rate Increase	0.00%	4.00%	4.00%	8.16%	8.16%	12.49%	12.49%	16.99%	16.99%	21.67%
Dollar Amount Increase to Revenues		\$286,800	\$0	\$298,272	\$0	\$310,203	\$0	\$322,611	\$0	\$335,515
Total Other Revenues	\$96,834	\$97,240	\$97,648	\$98,059	\$98,473	\$98,890	\$99,309	\$99,731	\$100,156	\$100,584
Total Revenues	\$7,266,834	\$7,554,040	\$7,554,448	\$7,853,131	\$7,853,545	\$8,164,165	\$8,164,584	\$8,487,617	\$8,488,042	\$8,823,985
Less: Expenses										
Operating and Maintenance	\$6,305,754	\$6,431,869	\$6,560,506	\$6,691,716	\$6,825,551	\$6,962,062	\$7,101,303	\$7,243,329	\$7,388,196	\$7,535,960
Net Before Debt Service and Capital Expenditures	\$961,080	\$1,122,171	\$993,942	\$1,161,415	\$1,027,995	\$1,202,103	\$1,063,281	\$1,244,288	\$1,099,846	\$1,288,026
Debt Service										
Existing Debt P&I	\$575,181	\$531,656	\$533,556	\$529,881	\$531,331	\$532,806	\$534,194	\$535,513	\$531,178	\$531,188
New (2024-2033) Debt Service P&I	\$0	\$117,713	\$85,838	\$276,788	\$380,450	\$375,975	\$371,300	\$366,288	\$365,825	\$359,800
Total Debt Service	\$575,181	\$649,369	\$619,394	\$806,669	\$911,781	\$908,781	\$905,494	\$901,800	\$897,003	\$890,988
Transfer In (Out)	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000
Less: Capital Improvements	\$788,500	\$685,000	\$2,405,000	\$1,305,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Debt Issued/Grants/Aid	\$0	\$0	\$2,500,000	\$1,380,000	\$0	\$0	\$0	\$0	\$0	\$0
Net Annual Cash Flow	(\$172,601)	\$17,802	\$699,548	\$659,746	(\$153,787)	\$23,322	(\$112,213)	\$72,488	(\$67,157)	\$127,038
<u>Restricted and Unrestricted Cash Balance:</u>										
Balance at first of year	\$4,569,209	\$4,396,608	\$4,414,410	\$5,113,958	\$5,773,704	\$5,619,917	\$5,643,239	\$5,531,027	\$5,603,515	\$5,536,358
Net Annual Cash Flow Addition/(subtraction)	(\$172,601)	\$17,802	\$699,548	\$659,746	(\$153,787)	\$23,322	(\$112,213)	\$72,488	(\$67,157)	\$127,038
Balance at end of year	\$4,396,608	\$4,414,410	\$5,113,958	\$5,773,704	\$5,619,917	\$5,643,239	\$5,531,027	\$5,603,515	\$5,536,358	\$5,663,396
Over/Under Minimum Balance Req.	\$67,308	\$27,409	\$436,240	\$904,714	\$676,390	\$624,098	\$435,285	\$430,855	\$286,551	\$331,261
Over/Under Targeted Moody's Min. Bal. Req.	82	78	112	143	129	125	114	112	104	105

Option 2: Decrease rates over a five-year period (without capital projects).

- Option 2 would leave the Utility with a negative \$1 million cash balance over the planning period.
- In addition, the sewer utility would not be able to undertake any of the projects identified in the capital plan over that period.

Option 2: Decrease rates over a five-year period (without capital projects).

	Budget 2024	2025	2026	2027	2028	Projected 2029	2030	2031	2032	2033
Revenues										
Total Revenues from User Rates ¹	\$7,170,000	\$6,954,900	\$6,746,253	\$6,543,865	\$6,347,549	\$6,347,549	\$6,347,549	\$6,347,549	\$6,347,549	\$6,347,549
Percent Increase to User Rates	-3.00%	-3.00%	-3.00%	-3.00%	-3.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Cumulative Percent Rate Increase	-3.00%	-5.91%	-8.73%	-11.47%	-14.13%	-14.13%	-14.13%	-14.13%	-14.13%	-14.13%
Dollar Amount Increase to Revenues		-\$215,100	-\$208,647	-\$202,388	-\$196,316	\$0	\$0	\$0	\$0	\$0
Total Other Revenues	\$96,834	\$97,240	\$97,648	\$98,059	\$98,473	\$98,890	\$99,309	\$99,731	\$100,156	\$100,584
Total Revenues	\$7,266,834	\$7,052,140	\$6,843,901	\$6,641,925	\$6,446,023	\$6,446,439	\$6,446,859	\$6,447,281	\$6,447,706	\$6,448,133
Less: Expenses										
Operating and Maintenance	\$6,305,754	\$6,431,869	\$6,560,506	\$6,691,716	\$6,825,551	\$6,962,062	\$7,101,303	\$7,243,329	\$7,388,196	\$7,535,960
Net Before Debt Service and Capital Expenditures	\$961,080	\$620,271	\$283,395	(\$49,792)	(\$379,528)	(\$515,622)	(\$654,444)	(\$796,048)	(\$940,490)	(\$1,087,826)
Debt Service										
Existing Debt P&I	\$575,181	\$531,656	\$533,556	\$529,881	\$531,331	\$532,806	\$534,194	\$535,513	\$531,178	\$531,188
New (2024-2033) Debt Service P&I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service	\$575,181	\$531,656	\$533,556	\$529,881	\$531,331	\$532,806	\$534,194	\$535,513	\$531,178	\$531,188
Transfer In (Out)	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000
Less: Capital Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Issued/Grants/Aid	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Annual Cash Flow	\$615,899	\$318,615	(\$20,161)	(\$349,673)	(\$680,859)	(\$818,429)	(\$958,638)	(\$1,101,561)	(\$1,241,668)	(\$1,389,014)
Restricted and Unrestricted Cash Balance:										
Balance at first of year	\$4,569,209	\$5,185,108	\$5,503,722	\$5,483,561	\$5,133,888	\$4,453,029	\$3,634,600	\$2,675,962	\$1,574,401	\$332,733
Net Annual Cash Flow Addition/(subtraction)	\$615,899	\$318,615	(\$20,161)	(\$349,673)	(\$680,859)	(\$818,429)	(\$958,638)	(\$1,101,561)	(\$1,241,668)	(\$1,389,014)
Balance at end of year	\$5,185,108	\$5,503,722	\$5,483,561	\$5,133,888	\$4,453,029	\$3,634,600	\$2,675,962	\$1,574,401	\$332,733	(\$1,056,281)

Option 3: No rate increase over a five-year period (with capital projects).

- Option 3 also leaves the utility with very limited ability to pay for projects cash on hand or debt financing.
- This option would also leave the cash balance severely depleted, with a projected negative fund balance by 2030.

Option 3: No rate increase over a five-year period (with capital projects).

	Budget 2024	2025	2026	2027	2028	Projected 2029	2030	2031	2032	2033
Revenues										
Total Revenues from User Rates ¹	\$7,170,000	\$7,170,000	\$7,170,000	\$7,170,000	\$7,170,000	\$7,170,000	\$7,170,000	\$7,170,000	\$7,170,000	\$7,170,000
Percent Increase to User Rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Cumulative Percent Rate Increase	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Dollar Amount Increase to Revenues		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Revenues	\$96,834	\$97,240	\$97,648	\$98,059	\$98,473	\$98,890	\$99,309	\$99,731	\$100,156	\$100,584
Total Revenues	\$7,266,834	\$7,267,240	\$7,267,648	\$7,268,059	\$7,268,473	\$7,268,890	\$7,269,309	\$7,269,731	\$7,270,156	\$7,270,584
Less: Expenses										
Operating and Maintenance	\$6,305,754	\$6,431,869	\$6,560,506	\$6,691,716	\$6,825,551	\$6,962,062	\$7,101,303	\$7,243,329	\$7,388,196	\$7,535,960
Net Before Debt Service and Capital Expenditures	\$961,080	\$835,371	\$707,142	\$576,343	\$442,923	\$306,828	\$168,006	\$26,402	(\$118,039)	(\$265,376)
Debt Service										
Existing Debt P&I	\$575,181	\$531,656	\$533,556	\$529,881	\$531,331	\$532,806	\$534,194	\$535,513	\$531,178	\$531,188
New (2024-2033) Debt Service P&I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service	\$575,181	\$531,656	\$533,556	\$529,881	\$531,331	\$532,806	\$534,194	\$535,513	\$531,178	\$531,188
Transfer In (Out)	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000
Less: Capital Improvements	\$788,500	\$685,000	\$2,405,000	\$1,305,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Debt Issued/Grants/Aid	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Annual Cash Flow	(\$172,601)	(\$151,285)	(\$2,001,414)	(\$1,028,538)	(\$358,409)	(\$495,978)	(\$636,188)	(\$779,110)	(\$919,218)	(\$1,066,563)
Restricted and Unrestricted Cash Balance:										
Balance at first of year	\$4,569,209	\$4,396,608	\$4,245,322	\$2,243,908	\$1,215,370	\$856,961	\$360,983	(\$275,205)	(\$1,054,315)	(\$1,973,532)
Net Annual Cash Flow Addition/(subtraction)	(\$172,601)	(\$151,285)	(\$2,001,414)	(\$1,028,538)	(\$358,409)	(\$495,978)	(\$636,188)	(\$779,110)	(\$919,218)	(\$1,066,563)
Balance at end of year	\$4,396,608	\$4,245,322	\$2,243,908	\$1,215,370	\$856,961	\$360,983	(\$275,205)	(\$1,054,315)	(\$1,973,532)	(\$3,040,096)

Recommendations

- Based on historical performance and the results of the Study, we recommend the Village adopt sewer rates for 2025 as outlined in Option 1.
- The Village should consider using both existing reserves and revenues generated through user rates to fund smaller amounts of the capital projects while borrowing for larger projects.
- The Village should implement an annual rate review process and consider the future rate increases that are outlined in the cash flow analysis for both utilities.
- Consider moving away from a differential volumetric user rate for residential and non-residential customers to a uniform volumetric rate per 1,000 gallons for all customers. This will help ensure that user rates are fair and equitable for all customer classes.

Proposed Rates

	Current	2025 Proposed
Domestic Sewer Customers		
<u>Meter Size</u>		
5/8	\$40.10	\$41.70
3/4	\$40.10	\$41.70
1	\$74.02	\$76.98
1 1/2	\$102.02	\$106.10
2	\$132.02	\$137.30
3	\$202.03	\$210.11
4	\$362.06	\$376.54
6	\$592.08	\$615.76
Residential Volumetric Rate per 1000 Gal	\$6.91	\$7.19
Other Cust. Volumetric Rate per 1000 Gal	\$8.64	\$8.99

Recommendations

- Over the long-range planning period in Option 1, the typical residential customer at average consumption will experience a 20.00% (\$23.27) increase to their total quarterly bill at the recommended rates.

Year	Water					Sewer					Utility Bill (Annual)	Change Over Prior Year	% of MHI (72,458)	Year
	Increase	Water Vol. Charge ¹	Water User Charge ²	Utility Bill (Quarterly)	Change Over Prior Year	Increase	Sewer Vol. Charge ³	Sewer User Charge ³	Utility Bill (Quarterly)	Change Over Prior Year				
		Tiered	Serv. + PFP				1,000 Gal	Gen Service						
2023		4.15	21.47	\$ 61.93			6.91	40.01	\$ 107.41		\$ 677.38		0.93%	2023
2024	9.18%	4.53	23.44	\$ 67.62	\$ 5.69	0.00%	6.91	40.01	\$ 107.41	\$ -	\$ 700.12	\$ 22.74	0.97%	2024
2025	15.00%	5.21	26.96	\$ 77.76	\$ 10.14	4.00%	7.19	41.61	\$ 111.71	\$ 4.30	\$ 757.88	\$ 57.76	1.05%	2025
2026	0.00%	5.21	26.96	\$ 77.76	\$ -	0.00%	7.19	41.61	\$ 111.71	\$ -	\$ 757.88	\$ -	1.05%	2026
2027	0.00%	5.21	26.96	\$ 77.76	\$ -	4.00%	7.48	43.27	\$ 116.18	\$ 4.47	\$ 775.75	\$ 17.87	1.07%	2027
2028	0.00%	5.21	26.96	\$ 77.76	\$ -	0.00%	7.48	43.27	\$ 116.18	\$ -	\$ 775.75	\$ -	1.07%	2028
2029	8.00%	5.63	29.11	\$ 83.98	\$ 6.22	4.00%	7.78	45.01	\$ 120.82	\$ 4.65	\$ 819.22	\$ 43.47	1.13%	2029
2030	0.00%	5.63	29.11	\$ 83.98	\$ -	0.00%	7.78	45.01	\$ 120.82	\$ -	\$ 819.22	\$ -	1.13%	2030
2031	0.00%	5.63	29.11	\$ 83.98	\$ -	4.00%	8.09	46.81	\$ 125.66	\$ 4.83	\$ 838.55	\$ 19.33	1.16%	2031
2032	0.00%	5.63	29.11	\$ 83.98	\$ -	0.00%	8.09	46.81	\$ 125.66	\$ -	\$ 838.55	\$ -	1.16%	2032
2033	0.00%	5.63	29.11	\$ 83.98	\$ -	4.00%	8.41	48.68	\$ 130.68	\$ 5.03	\$ 858.66	\$ 20.11	1.19%	2033
Total Change over planning period					\$ 22.05						\$ 23.27	\$ 181.28		

Notes:

- Current water volumetric rate is \$4.15 per 1,000 kgals for the first 100,000 gallons
- The water user charges include a quarterly service charge of \$19.35 plus a public fire protection charge of \$2.13 for a 5/8 inch meter.
- The current Sewer volumetric rate is \$6.91 per 1,000 gallons and a service charge of \$40.01 for 5/8 inch meter.
- The usage is assumed to be 9,750 Gallons per quarter.

Questions?

VILLAGE OF GERMANTOWN

Quarterly Water Rates:

Effective 12/15/2021 (1st Quarter 2022): Quarterly Service/Meter Charges (Step One Rate):

Meter Size	Charge	Add'l Meter Charge	Meter Size	Charge
$\frac{5}{8}$ - inch meter	\$19.35	\$9.69	3 - inch meter	\$141.00
$\frac{3}{4}$ - inch meter	\$19.35	\$9.69	4 - inch meter	\$219.00
1 - inch meter	\$32.28	\$16.14	6 - inch meter	\$405.00
1 $\frac{1}{4}$ - inch meter	\$44.04	\$22.02	8 - inch meter	\$621.00
1 $\frac{1}{2}$ - inch meter	\$56.46	\$28.23	10 - inch meter	\$909.00
2 - inch meter	\$84.69	\$42.36	12 - inch meter	\$1,200.00

Plus Water Volume (Meter) Charges (Step One Rate)	Current 12/15/2021	Scheduled 12/31/2024
First 100,000 gallons used each quarter	\$4.15 per 1,000 gallons	TBD
Next 900,000 gallons used each quarter	\$3.60 per 1,000 gallons	TBD
Next Over 1,000,000 gallons used each quarter	\$3.03 per 1,000 gallons	TBD

Direct Charges:

The Wisconsin Public Service Commission (PSC) assigns certain regional assets for the utility to provide large volumes of water for a fire. This might include larger-than-necessary water mains, increased size of pumps at booster stations, and larger volumes at water towers and tanks, as well as fire hydrants for firefighting. Under Wis. Stat. § 196.03(3)(b), the Village Board has chosen to have the utility bill the remaining public fire protection service charge to the retail general service customers. A portion of the Direct Charges or Public Fire Protection will remain on the tax levy, the remaining will be charged as below:

Quarterly Public Fire Protection Service Charges (Step One Rate)

Meter Size	Charge	Meter Size	Charge
$\frac{5}{8}$ - inch meter	\$2.13	3 - inch meter	\$33.00
$\frac{3}{4}$ - inch meter	\$2.13	4 - inch meter	\$54.00
1 - inch meter	\$5.31	6 - inch meter	\$ 108.00
1 $\frac{1}{4}$ - inch meter	\$7.86	8 - inch meter	\$ 171.00
1 $\frac{1}{2}$ - inch meter	\$10.65	10 - inch meter	\$ 255.00
2 - inch meter	\$18.00	12 - inch meter	\$ 342.00

Quarterly Sewer Rates:

Effective: 12/31/2024 (1st Quarter 2025); Last Rate Increase: 12/15/2014 (1st Quarter 2015)

Service Charge per Residential Dwelling Unit: Current \$40.01; Proposed \$41.61; Quarterly Service Charge for all other classes:

Meter Size	Current Charge	Proposed Charge	Meter Size	Current Charge	Proposed Charge
$\frac{5}{8}$ - inch meter	\$40.01	\$41.61	2 - inch meter	\$132.02	\$137.30
$\frac{3}{4}$ - inch meter	\$40.01	\$41.61	3 - inch meter	\$202.03	\$210.11
1 - inch meter	\$74.02	\$76.98	4 - inch meter	\$362.06	\$376.54
1 $\frac{1}{2}$ - inch meter	\$102.02	\$106.10	6 - inch meter	\$592.08	\$615.76

Plus Sewer Volume (Meter) Charges	Current 12/15/2014	Scheduled 12/31/2024
Residential [per 1,000 gallons]	\$6.913	\$7.19
Commercial, Industrial, Public [per 1,000 gallons of flow]	\$8.641	\$8.99

Residential Sewer Non-Metered	Current 12/15/2014	Scheduled 12/31/2024
Flat Charge	\$162.72	\$169.23

Summer Sewer Billing Adjustment for 2nd and 3rd Quarters Only (Residential Customers)

- The Summer Sewer Credit is now in place for BOTH the 2nd and 3rd quarter billing cycles.
- Sewer utility volumetric basis for 2nd and 3rd quarter = the lesser of actual volume of water usage OR calculated maximum adding prior 4th quarter and 1st quarter consumption, divided by 2, then multiply by 1.15.
- With the Village's implementation of the Summer Sewer Credit now covering **BOTH** the 2nd and 3rd quarter billing cycles, the Village will no longer process additional credits for pool fills (or top offs) or new lawn credits during the 2nd and 3rd quarters.

LATE PAYMENT CHARGE - 1.0% per month (applied after the due date); RETURNED CHECK FEE - \$20.00; CREDIT/DEBIT CARD PAYMENTS – 3.75% SERVICE CHARGE
NO SERVICE CHARGES FOR EFT/AUTOPAY FROM CHECKING, PAYMENT BY CASH AT VILLAGE HALL, OR PAYMENT VIA CHECK

For more information about Utility Payment Options, and Updates on the Public Service Commission Rate Increase Details, please visit www.germantownwi.gov
The Village's Consumer Confidence Report can be found on the Village Website at: <https://www.germantownwi.gov/271/Water-Quality-Reports>

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: June 5, 2024

PLACEMENT: Resolution

ITEM TITLE: Resolution Adopting the 2023 Compliance, Maintenance Annual Report (CMAR) (WDNR)

SUBMITTED BY: Timothy Zimmerman, Superintendent

SUMMARY EXPLANATION:

I am presenting for your review the 2023 CMAR (Compliance Maintenance Annual Report). This requirement went into effect on January 1, 2006, as part of the renewal of our WPDES (Wisconsin Pollutant Discharge Elimination System) General Permit under the authority of Chapter 283, Wisconsin Statutes and the requirements of ch. NR 208 Wisconsin Administrative Code. The report must be accepted by resolution by the governing body (Village Board) before submission to the Department of Natural Resources.

ATTACHMENT:

1. Compliance Maintenance Annual Report
2. Collection System Graph
3. Resolution Adopting WPDES CMAR 2024

RECOMMENDATION:

It is my recommendation to send forward to the Village Board the 2023 CMAR and adopt its results by resolution of the full Village Board.

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 a majority vote.

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
5/21/2024 2023

Financial Management

1. Provider of Financial Information Name: Timothy Zimmerman Telephone: 262-253-7765 (XXX) XXX-XXXX E-Mail Address (optional): tzimmerman@germantownwi.gov		
2. Treatment Works Operating Revenues 2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ? ● Yes (0 points) ☐ ☐ ○ No (40 points) If No, please explain: 2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2023 ● 0-2 years ago (0 points) ☐ ☐ ○ 3 or more years ago (20 points) ☐ ☐ ○ N/A (private facility) 2.3 Did you have a special account (e.g., CFWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system? ● Yes (0 points) ○ No (40 points)		0
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]		
3. Equipment Replacement Funds 3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2023 ● 1-2 years ago (0 points) ☐ ☐ ○ 3 or more years ago (20 points) ☐ ☐ ○ N/A If N/A, please explain: 3.2 Equipment Replacement Fund Activity 3.2.1 Ending Balance Reported on Last Year's CMAR \$ 489,468.70 3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.) \$ 0.00 3.2.3 Adjusted January 1st Beginning Balance \$ 489,468.70 3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.) + \$ 52,147.07		

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:

5/21/2024

2023

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 541,615.77

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 125,000.00

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

☒ Yes

☐ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

☒ Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

☐ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Sewer extension Village of Richfield	\$9,000,000	2024
2	Parallel force main Old Farm, Pump and electrical upgrades old farm	\$3,500,000	2026

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
5/21/2024 **2023**

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	65,326	
February	54,595	
March	67,556	
April	74,315	
May	58,775	
June	45,961	
July	39,958	
August	39,976	
September	41,443	
October	40,031	
November	46,727	
December	54,451	
Total	629,114	0
Average	52,426	0

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☒ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

● No

○ Yes

Year:

By Whom:

Describe and Comment:

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: 5/21/2024 Reporting For: 2023

6.4 Future Energy Related Equipment	
6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?	
LED Lighting upgrades, motor efficiencies upgraded as needed	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
5/21/2024 2023

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

- ☒ Comply with the conditions of the WPDES permit
- ☒ Minimize the occurrence of preventable overflows
- ☒ Minimize the life cycle ownership costs of the collection system assets
- ☒ Improve or maintain the level of customer service
- ☒ Improve or maintain system reliability
- ☒ Reduce the potential threat to human health from sewer overflows
- ☒ Provide adequate capacity to convey peak flow
- ☒ Manage infiltration and inflow

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Chapter 13 Municipal Code

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2022-03-01

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
5/21/2024 2023

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☒ Others:

<https://www.germantownwi.gov/DocumentCenter/View/74/Village-of-Germantown---Development-Handbook>
<https://www.germantownwi.gov/DocumentCenter/View/3639/Sanitary-Manhole-and-Sampling-Manhole-Detector>

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☒ Special Studies Last Year (check only those that apply):

- ☒ Infiltration/Inflow (I/I) Analysis
- ☒ Sewer System Evaluation Survey (SSES)
- ☒ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☒ Lift Station Evaluation Report
- ☐ Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	24.4	% of system/year
Root removal	0	% of system/year
Flow monitoring	100	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	3.2	% of system/year
Manhole inspections	16.8	% of system/year
Lift station O&M	210	# per L.S./year
Manhole rehabilitation	3.34	% of manholes rehabbed

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:

5/21/2024

2023

Mainline rehabilitation % of sewer lines rehabbed

Private sewer inspections % of system/year

Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

28.77	Total actual amount of precipitation last year in inches
34.89	Annual average precipitation (for your location)
112.36	Miles of sanitary sewer
8	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
3	Number of basement backup occurrences
3	Number of complaints
3.243	Average daily flow in MGD (if available)
4.949	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.03	Basement backups (number/sewer mile)
0.03	Complaints (number/sewer mile)
1.5	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- ☐ Yes
- ☒ No

If Yes, please describe:

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
5/21/2024 **2023**

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year? ☐ Yes ☒ No If Yes, please describe: 5.3 Explain any infiltration/inflow (I/I) changes this year from previous years: I/I is trending down due to manhole rehab and mainline grouting, and less over all precipitation 5.4 What is being done to address infiltration/inflow in your collection system? On going manhole rehab, mainline pipe evaluations, PP I/I program through MMSD	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
5/21/2024 **2023**

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
5/21/2024 **2023**

Resolution or Owner's Statement

Name of Governing Body or Owner:	Village of Germantown
Date of Resolution or Action Taken:	2024-06-10
Resolution Number:	
Date of Submittal:	

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):
Financial Management: Grade = A

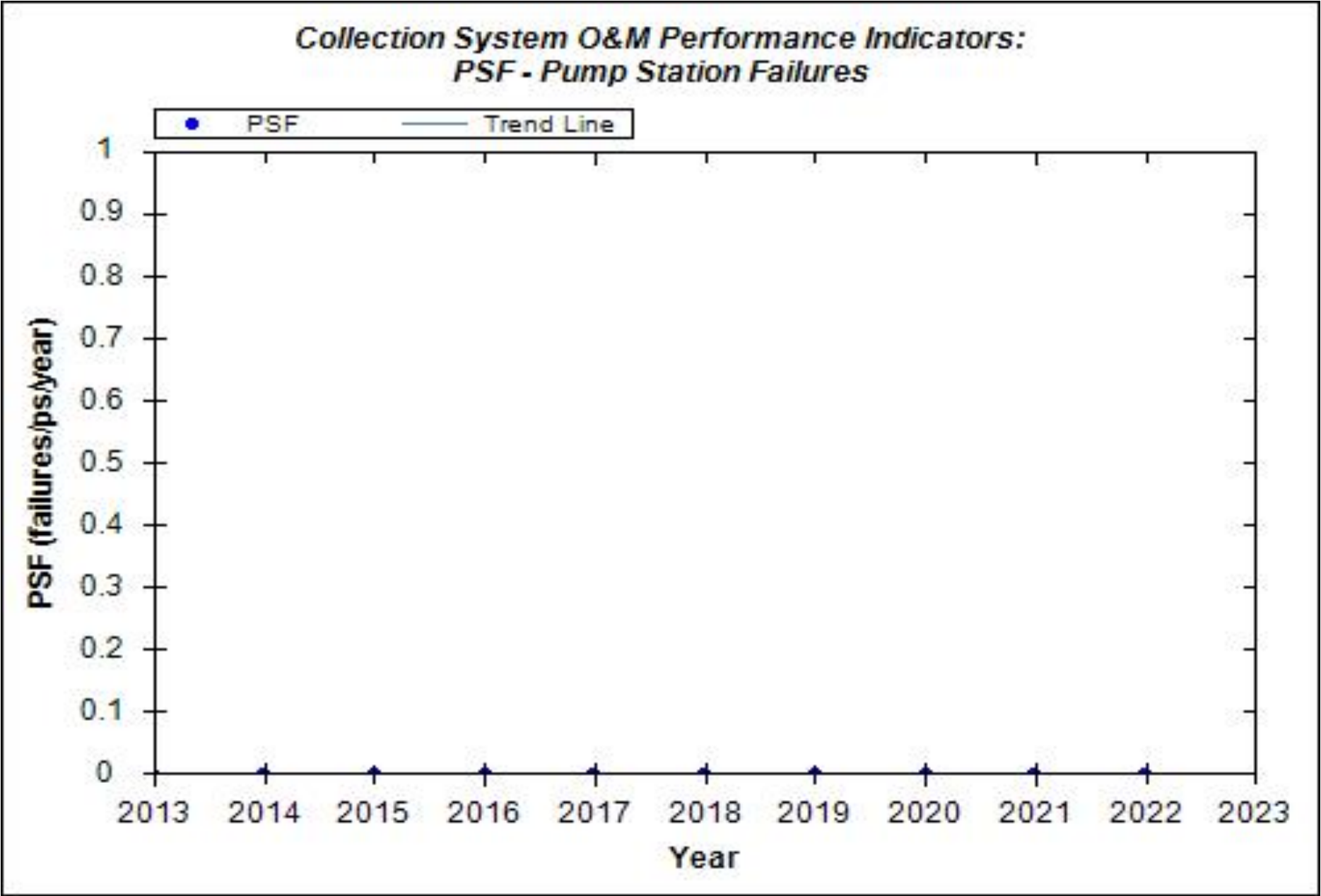
Collection Systems: Grade = A
(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS
(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)
G.P.A. = 4.00

Germantown Sewage Collection System

Linear equation uses 2013 - 2023 CMAR data

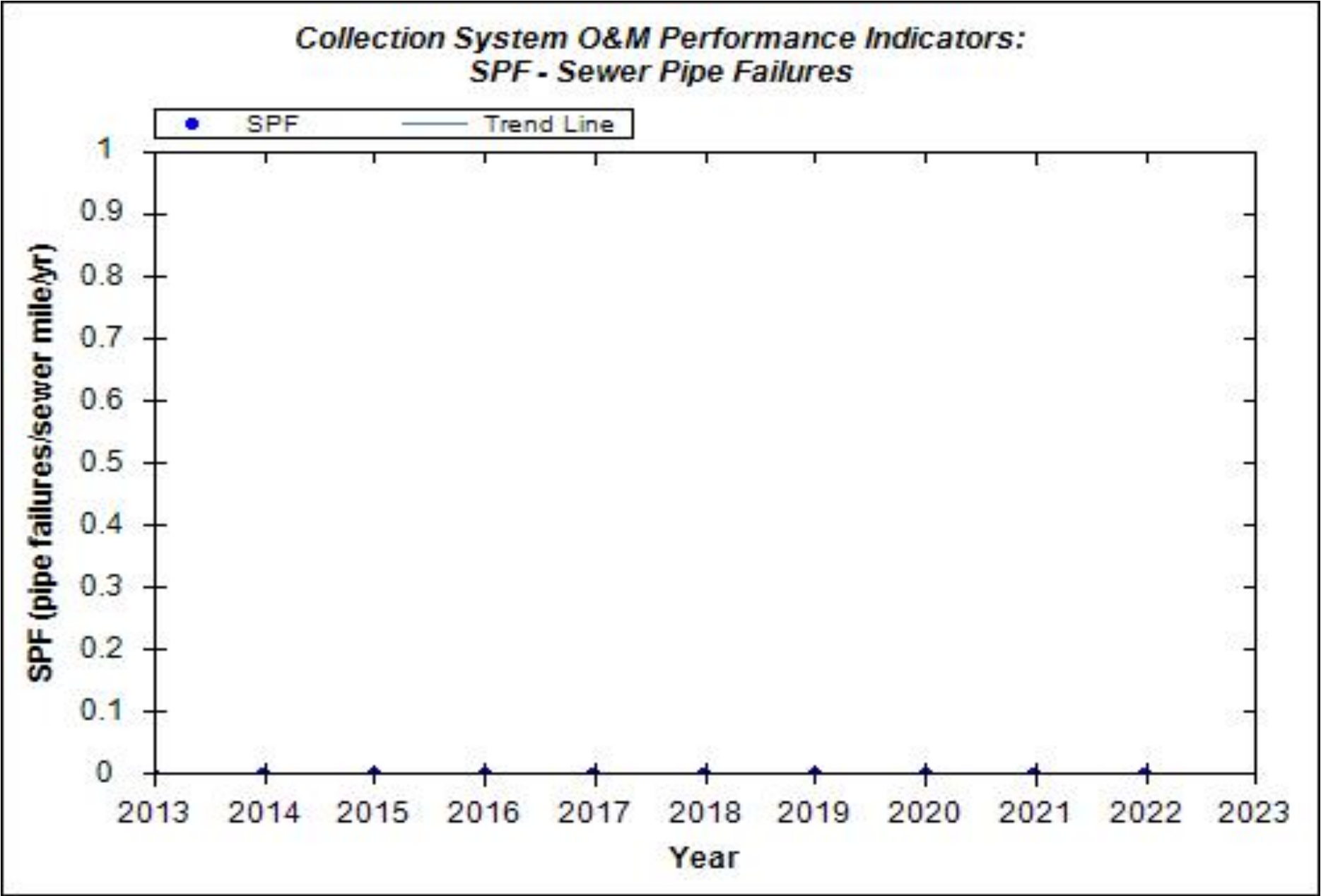
for Trend Line: PSF: $y = 0x + 0$



Germantown Sewage Collection System

Linear equation uses 2013 - 2023 CMAR data

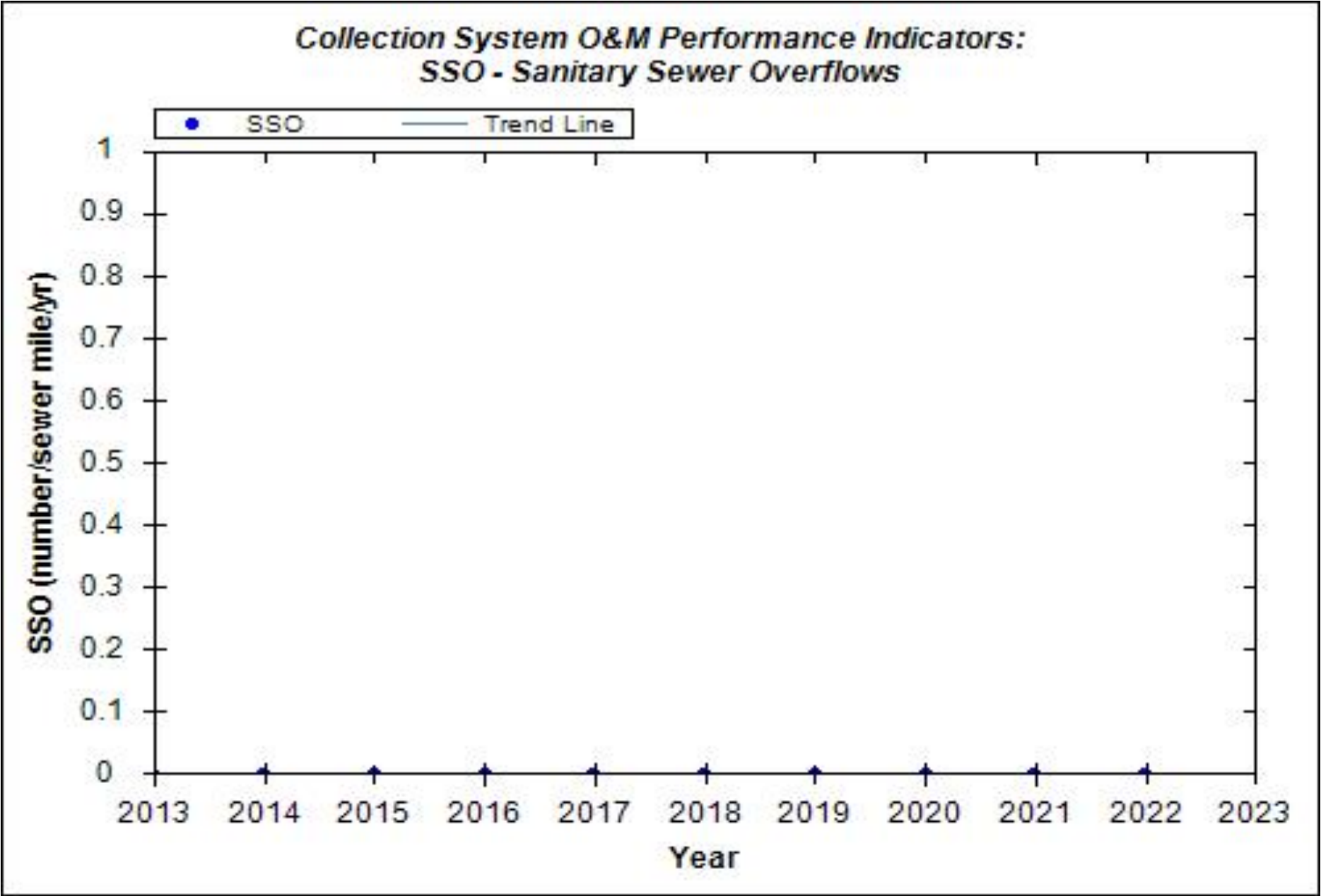
for Trend Line: SPF: $y = 0x + 0$



Germantown Sewage Collection System

Linear equation uses 2013 - 2023 CMAR data

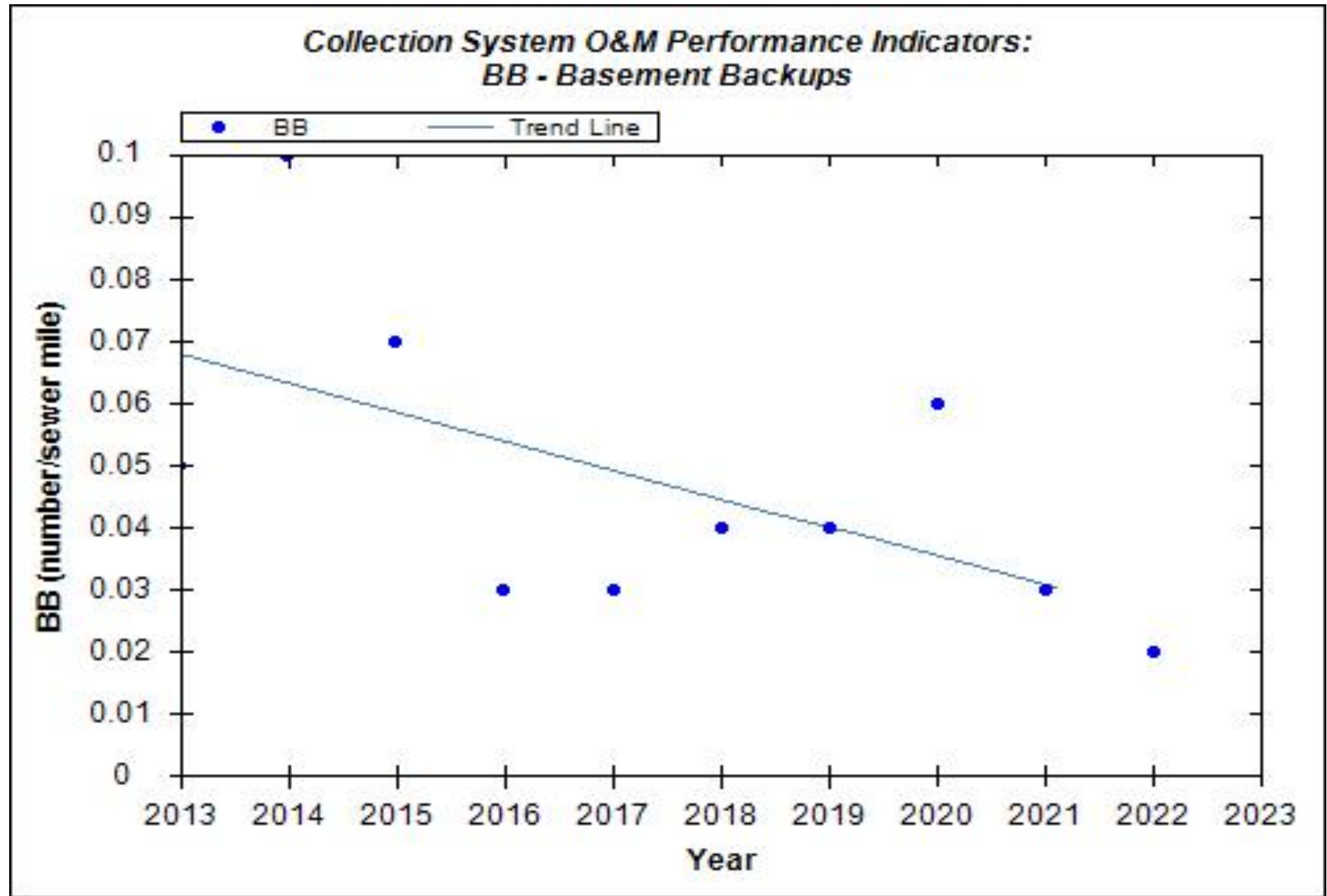
for Trend Line: SSO: $y = 0x + 0$



Germantown Sewage Collection System

Linear equation uses 2013 - 2023 CMAR data

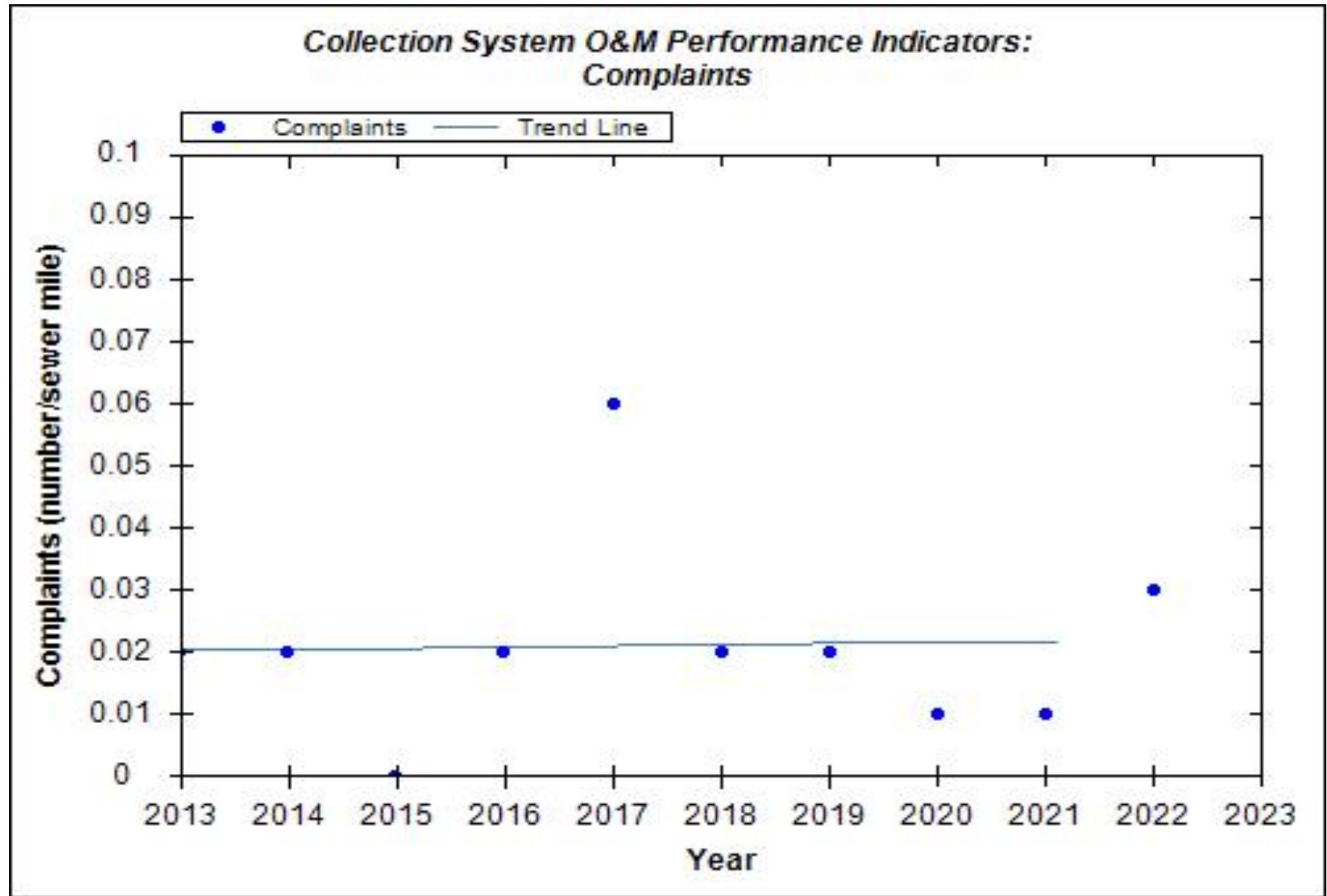
for Trend Line: BB: $y = -0.000013x + 0.60$



Germantown Sewage Collection System

Linear equation uses 2013 - 2023 CMAR data

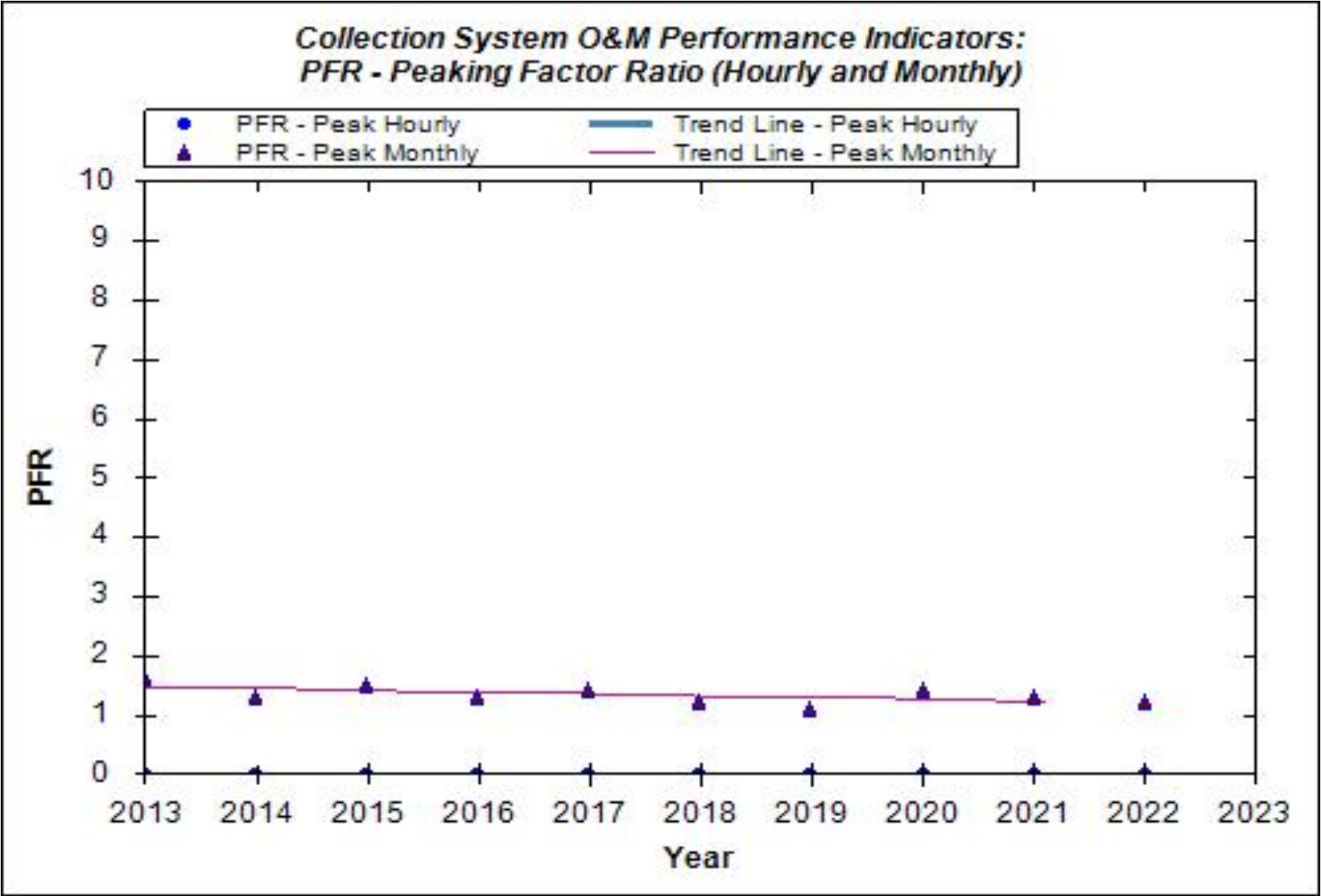
for Trend Line: Complaints: $y = 0x + 0.00$



Germantown Sewage Collection System

Linear equations use 2013 - 2023 CMAR data

for Trend Lines: PFR - Peak Hourly: $y = 0x + 0$ PFR - Peak Monthly: $y = -0.000081x + 4.82$



STATE OF WISCONSIN
VILLAGE OF GERMANTOWN
WASHINGTON COUNTY

RESOLUTION NO. ____-24

A RESOLUTION ADOPTING THE 2023 WISCONSIN POLLUTION DISCHARGE
ELIMINATION SYSTEM COMPLIANCE MAINTANCE ANNUAL REPORT

WHEREAS, by the action taken in Resolution NO. ____-24, the Village is a participant in the Wisconsin Pollutant Discharge Elimination System ("WPDES") program; and

WHEREAS, participants in the WPDES program are required to renew their General Permits issued under that program; and

WHEREAS, the permit renewal requires the Village to complete and submit a Compliance Maintenance Annual Report ("CMAR"); and

WHEREAS, the Village's Public Works Committee reviewed the attached CMAR report and forwarded the same to the Village Board with a recommendation for adoption; and

WHEREAS, the Village Board having reviewed the same concurs with the recommendation of the Public Works Committee.

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Germantown, Wisconsin, do hereby adopt the attached Compliance Maintenance Annual Report.

BE IT FURTHER RESOLVED that the Village Wastewater Superintendent is hereby directed and authorized to include the attached CMAR in the Village's application for the renewal of its WPDES General Permit.

Introduced by Trustee:

Adopted: June 10, 2024

Vote: Ayes: ____ Nays: ____ Absent: ____

Dean M. Wolter, Village President

ATTEST:

Donna Ott, Village Clerk

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: June 5, 2024

PLACEMENT: Action Item

ITEM TITLE: Acceptance of Improvements - CIPP Water Crossings - Lake Park

SUBMITTED BY: Timothy Zimmerman, Superintendent

SUMMARY EXPLANATION:

Visu-Sewer installed the following CIPP liners as part of Project # 1910:

SA223-040_SA363-043 276' 30"

SA223-049_SA223-053 348' 30"

SA223-053_SA223-054 152' 30"

SA223-059_SA223-053 310' 15"

SA223-074_SA223-069 122' 10"

SA223-069_SA223-062 340' 12"

Village staff from the Wastewater Utility and the Engineering Department were on-site for the installation and curing of these liners and found the installation conformed to the contract documents and industry standards.

ATTACHMENT:

RECOMMENDATION:

It is Wastewater Utility's recommendation to accept the improvements as installed by Visu-Sewer on behalf of the Village and begin the one-year warranty period.

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 a majority vote.

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: June 5, 2024

PLACEMENT: Action Item

ITEM TITLE: Approval of the Development Agreement with Green Bay Packaging

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

The terms of this development agreement have been negotiated with Village administration and staff, the Village Board, and Green Bay Packaging and accurately reflects the considerations in this development.

- The development is substantially private.
- There is no public frontage road commonly referred to as High Point Pass or B Street.
- Green Bay Packaging agrees to cooperate with the Village or Richfield for utility easements and land for a lift station.
- The intersection of 48th St and Holy Hill Road will be reconfigured by Green Bay Packaging and dedicated to the Village.
- Access to the gas station will be maintained.
- The Village will be responsible for traffic signal improvements at the intersection.

ATTACHMENT:

1. Green Bay Packaging DA - Draft 05292024

RECOMMENDATION:

Approval of the Development Agreement with Green Bay Packaging.

ACTION BY Committee:

DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a Wisconsin municipal corporation (the "Village"), and Green Bay Packaging Inc., a Wisconsin Corporation ("Developer").

RECITALS:

WHEREAS, Developer has acquired approximately 52.92 acres of land located generally along Interstate Highway 41 north of Holy Hill Road and south of Rockfield Road in the Village of Germantown, which is more fully described in the attached Exhibit A (the "Property"); and

WHEREAS, Developer intends to develop the Property as a production and distribution facility consisting of an approximately 270,000 sq. ft. building (the "Project"); and

WHEREAS, the Project will necessitate the expansion of the Village's roadway infrastructure and water and sanitary sewer facilities to serve the Property, including but not limited to, the installation of water and sanitary sewer mains, roadway improvements, and storm water facilities being comprised of the "Village's Plans" (attached hereto as Exhibit B-1) and the "Developer's Plans" (attached hereto as Exhibit B-2), as the case may be; and

WHEREAS, the public works schedule and budget of the Village does not now include the required improvements and normally there would be a considerable delay in the installation of the improvements unless this Agreement is entered into by the parties; and

WHEREAS, the Village seeks to protect the health, safety and general welfare of the Village as a whole and, in particular, property owners who abut the site or are potentially affected by the project through application of the Municipal Code of Germantown (the "Municipal Code") and rules and regulations of governmental agencies with jurisdiction.

NOW, THEREFORE, in consideration of these Recitals, which are hereby made a part of this Agreement, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – DEVELOPER OBLIGATIONS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements on the Property required by the Village including those improvements required by Sec. 18.08 of the Municipal Code in accordance with the provisions of the Developer's Plans. It is the intent of this Agreement that all public improvements included and described as "Developer Obligations" herein

and detailed in the Developer's Plans shall be installed on the Property, in a good and workmanlike manner by Developer with the exception of those improvements located offsite and to be installed by the Village as detailed in the Village's Plans and Article II.

1.02 NON-PUBLIC IMPROVEMENTS. Developer shall generally prepare the Property for use as a production and distribution facility to include site grading and the installation of internal roads and water, sanitary sewer, storm water and other utilities as is more fully described herein. Additionally, Developer shall undertake construction of an approximately 270,000 sq. ft. building with a minimum assessed value including the real estate thereunder of \$ [REDACTED] to be substantially completed not later than August 31, 2025.

Commented [AGW1]: NTD: Village to provide the minimum assessed value.

1.03 WATER SUPPLY FACILITIES. Developer shall design and submit to the Village Engineer for approval the Developer's Plans, specifications and contract documents for all water supply facilities, including an extension of the 10-inch water main from the main within Holy Hill Road into the Property together with necessary private water laterals to service the proposed buildings for the complete development of the Property, before authorization for construction will be given, in accordance with Sec. 18.08(8) of the Municipal Code. Design and installation shall conform to Sec. 18.08(8) of the Municipal Code and the Village of Germantown Infrastructure Standards Development Handbook, Sec. 2.0 "Water System." All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village. Any private water utility improvements (e.g., private water mains) installed in the future shall be maintained in accordance with the Village's standard-form Private Water Main Operation, Inspection and Maintenance Agreement. All public water main not within public right-of-way shall be constructed within an easement dedicated to the Village of Germantown. Water main and lateral trenches shall be aggregate slurry backfilled if installed in a previously existing roadway.

Further, Developer understands that, pursuant to an Intergovernmental Agreement ("IGA") between the Village and the Village of Richfield ("Richfield"), Richfield is designing and installing a water main extending through the Property (generally along the western edge) from Rockfield Road on the north to Holy Hill Road on the south. Developer agrees to work and cooperate with Richfield in providing the necessary easement for the water main through the Property. Developer may, depending on its schedule, connect to the water main installed by Richfield, with the Developer being responsible for the cost and installation of all necessary service laterals.

Commented [AGW2]: NTD: Village to provide a copy for review.

1.04 SANITARY SEWER FACILITIES. Developer shall design and submit to the Village Engineer for approval the Developer's Plans, specifications and contract documents for all sanitary sewer facilities, including an extension of the eight-inch sanitary sewer main from the Village sanitary sewer interceptor in Holy Hill Road into the Property, and all necessary laterals to service the proposed buildings, before authorization for

construction will be given, in accordance with Sec. 18.08(7) of the Municipal Code. Design and installation shall conform to Sec. 18.08(7) of the Municipal Code and the Village of Germantown Infrastructure Standards Development Handbook, Sec. 3 “Sanitary System,” as applicable. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village. All sanitary sewerage system improvements that are to be transferred to the Village Waste Water Utility shall be contained in Village right-of-way or a utility easement dedicated to the Village. Any such easement dedication to the Village shall be through an easement document containing specific terms to be associated with the easement prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches shall be aggregate slurry backfilled if installed in a previously existing roadway.

Further, Developer understands that, pursuant to the IGA between the Village and Richfield, Richfield is designing and installing a sanitary sewer main extending through the Property (generally along the western edge) from Rockfield Road on the north to Holy Hill Road on the south, and a sanitary lift station to be located in the northeast corner of the Property. Developer agrees to work and cooperate with Richfield in providing the necessary easement for the sanitary sewer main through the Property, and all rights to the land for the lift station. Developer may, depending on its schedule, connect to the sanitary sewer main installed by Richfield, with the Developer being responsible for the cost and installation of all necessary service laterals.

1.05 OTHER UTILITIES. Developer shall be responsible for and cause electrical power, telephone and/or other similar telecommunications facilities, and natural gas facilities to be installed on the Property. All such services shall be located underground in accordance with applicable codes.

1.06 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may reasonably require or direct pursuant to Sec. 17.441 of the Municipal Code, and, in addition, shall undertake the following measures to insure sediment control:

- (1) Developer shall file and comply with an erosion control plan.
- (2) Developer is required to obtain an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for the entire project and until the vegetation has sufficient growth to control the run-off as shall be reasonably determined by the Village engineering staff. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on

all disturbed areas sufficient to control run-off from the site, as shall be reasonably determined by the Village's engineering staff.

(3) Developer shall promptly undertake topsoiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales, all in accordance with the Developer's Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.

(4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, violations of tracking practices shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper, as deemed necessary by the Village Building Inspector, Engineer and/or their assignees. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such street sweeping services rendered, and Developer shall remit payment within thirty (30) days of receipt of such invoice(s). Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with required erosion control measures or be considered a substitute or replacement for such measures.

(5) Developer shall maintain all vegetation on undeveloped parcels and within drainage areas in a neat, orderly and weed-free appearance.

1.07 STORM WATER DRAINAGE FACILITIES. Developer shall design and submit to the Village Engineer for approval storm water drainage facilities adequate to accommodate expected surface water flow within and through the Property, in accordance with Sec. 18.08(10) of the Municipal Code and Chapter 13 of the Milwaukee Metropolitan Sewerage District rules. Except as provided in Section 1.11(2), Developer agrees that it responsible for the perpetual maintenance of all storm water drainage and detention and retention facilities ("Storm Water Facilities") located on the Property. Storm Water Facilities shall be maintained in the future according to the same performance standards to which they were constructed pursuant to Section 18.08(10), Municipal Code, namely, that they accommodate the maximum potential volumes of flow through and within the development, and meet applicable performance standards for storage and release.

1.08 LANDSCAPING. Developer shall complete all landscaping in accordance with the landscaping plans to be filed with and approved by the Village and seeding, matting/mulching or sodding of Village right-of-way to the extent shown on the Developer's Plans, all to be completed prior to acceptance of the improvements by the Public Works Committee. Acceptance of the improvements by the Public Works Committee will not be delayed where landscaping would be completed but for adverse weather conditions or seasonality impacting completion. Any delay in completion due to adverse weather or seasonality shall not relieve Developer of the obligation to promptly complete the landscape improvement when weather permits.

1.09 STREET IMPROVEMENTS. Developer shall design and submit to the Village Engineer for approval all Developer's Plans, specifications and contract documents for all street improvements within the Property before authorization for construction will be given. This shall include those improvements to streets abutting the development in accordance with Sec. 18.08(15) of the Municipal Code, including an extension/relocation of 48th Street, streetlights and a guardrail pursuant to the Plan Commission approval. In accordance with the Engineering Department Memorandum dated April 4, 2024, Developer shall coordinate traffic signal conduit and base for future signal. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village. As part of the construction, Developer shall maintain access to the gas station located on 48th Street (N128 W21760 Holy Hill Road).

1.10 ADDITIONAL REQUIREMENTS.

(1) As part of the extension/relocation of the 48th Street, Developer, through its contractor, Briohn Building Corp., has requested that the Village execute a general fill application with the Wisconsin Department of Natural Resources, as exhibited by that certain Letter Agreement entered into between the Village and Briohn Building Corp. attached hereto as Exhibit C. Developer understands and agrees that, by the Village's execution of the Fill Application, the Village is not assuming or accepting any financial responsibility relating to the Fill Application, whether or not the Wisconsin Department of Natural Resources (the "WDNR") determines that credits must be purchased as part of the fill approval (the "Credits"). Developer and/or Briohn Building Corp. agrees to assume all responsibility for any Credits and other costs related to the Fill Application as may be required by the WDNR.

(2) The buildings and improvements to be constructed on the Property and their uses shall be in compliance with all applicable municipal zoning ordinances of the Village.

ARTICLE II - CONSTRUCTION

2.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements on the Property contemplated by this Agreement to be installed by the Developer in accordance with the Developer's Plans. Developer has provided a schedule of construction setting forth approximate dates of commencement and completion of each phase of the construction, it being acknowledged that the Village and Village Engineer have approved the starting date and schedule. A pre-construction meeting shall be scheduled between Developer, the contractors and the Village prior to commencement of any construction on the public improvements. Developer shall, prior to such meeting, notify all utilities of the planned construction and the date and location of the pre-construction meeting.

2.02 OCCUPANCY PERMITS. No occupancy permits under Chapter 14 of the Municipal Code shall be issued until the water main, sanitary sewer, and storm sewer improvements are installed, inspected by the Village utilities and approved by the Village Engineer, all record-drawings are filed with the Village approved by the Village Engineer in accordance with Section 2.05 below, and all other improvements required by this Agreement are installed and accepted by the Public Works Committee unless otherwise agreed to by Village staff.

2.03 REQUIRED PLANS. Developer shall submit to the Village Engineer for approval all of the Developer's Plans, profiles and specifications required by Sec. 18.09(3) of the Municipal Code. Required plans for improvements shall include the following:

- (1) Site grading plan; and
- (2) Water, sanitary sewer and storm sewer record-drawings, including plans for the Private Water System and sanitary sewer; and
- (3) Erosion and sedimentation controls.

In addition, Developer shall submit to the Village Engineer for approval all specifications before authorization for construction will be given. Implicit in this provision is the right of the Village Engineer to require reasonable document revisions and modifications to conform to Municipal Code.

2.04 EXISTING FLORA. Developer shall, in accordance with Sec. 18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses located within and on the berm along the northern edge of the Property and within the wetland areas which are protected and retained (e.g., those for which a fill permit or other permit has not been granted). Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

2.05 RECORD-DRAWING DOCUMENTS. Developer shall, not later than sixty (60) days following Final Acceptance (as defined below) of the improvements, provide the Village with record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, double matte mylar (4 mil minimum thickness) of the water main and fire hydrant lead and storm water management facilities. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all improvements. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1988. If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be

certified by Developer's engineer and/or architect, in accordance with requirements of the Village Engineering Department.

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the **improvements** will not be accepted by the Village until (i) all applicable outstanding charges to be paid by Developer under the Municipal Code have been paid in full, (ii) affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the Village) encumber the improvements. Any water main installation shall not be accepted until a bacteriologically safe sample and satisfactory pressure test results are obtained. Developer or his Contractor will flush the main and obtain the samples required for this testing under the supervision of the Village Inspector.

Commented [AGW3]: NTD: Village to confirm whether this includes the roadway in the future right of way, or only the sewer/water improvements.

Developer shall submit a written request to the Village Engineer for acceptance of the public improvements. The Village Engineer will order an inspection of the improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer for completion prior to acceptance. Upon completion of corrective action and satisfaction of the conditions set forth in this Agreement, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). The acceptance of the public improvements by the Public Works Committee shall commence running of the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

ARTICLE IV - PAYMENT OF FEES

4.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay pursuant to Sec. 18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the Village. Nothing in this provision, nor in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village. A reasonable estimate of fees described herein has been provided by the Village to Developer and shall be included in the "Village Fee Schedule" attached hereto as Exhibit D. Final fees set to be paid by Developer shall not increase from the amounts shown on the Village Fee Schedule attached as Exhibit D except as may result from a change in Developer's Plans.

4.02 DEVELOPMENT FEES.

(1) **Impact Fees.** As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer tax impact

fees/Residential Unit that have been determined in accordance with Sec. 3.14 of the Municipal Code. These fees shall consist of the following:

- (a) Water: \$832.00/REC.
- (b) Fire: \$0.63549/\$1000 Building Cost.
- (c) Police: \$ 0.2809/\$1000 Building Cost.

(2) Sewer Connection Fee. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer sewer connection fee that have been determined in accordance with Sec. 15.07 of the Municipal Code and Resolution No. 27-07. These fees shall consist of the following:

- (a) Sewer Connection Fee: \$4,919.00/REC.

(3) A REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. These fees are payable at the time of Building Permit issuance. One year following the issuance of the occupancy permit, Water and the Sewer Connection Fees paid hereunder shall be reviewed and adjusted based upon the average actual usage with a final settlement to be completed and payable within thirty (30) days of the completion of the review.

4.03 IMPROVEMENT REVIEW FEE. Developer shall pay a fee based on the cost of required development improvements to public infrastructure for all phases of the project to cover the cost of the Village for checking and reviewing plan and specification documents. Such improvement review fee shall be as provided by Sec.18.10 (3) of the Municipal Code. The fee shall be calculated with respect to the construction costs of public improvements related to the Project as follows (and as reflected in Exhibit D):

- 2.25% of the first \$250,000 of construction costs; and
- 1.75% of the next \$250,000 of construction costs; and
- 1.25% of construction costs which exceed \$500,000.

4.04 DEVELOPMENT AGREEMENT REVIEW FEE. In accordance with Section 18.10(3) of the Municipal Code, the Developer shall pay a development agreement review fee of a minimum of \$5,000.

4.05 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sec. 18.10(7) and (8) of the Municipal Code, Developer shall be responsible for all reasonable professional (technical and legal) fees incurred by the Village solely in connection with the improvements constructed by Developer within the Property, as well as for reasonable engineering and inspection services, whether provided by a staff engineer

or technician or designated employee or by a consultant, and reasonable services rendered by the Village Attorney, in each case, as reasonably estimated on Exhibit D.

4.06 DATA CONVERSION FEE. In accordance with Section 18.10(13) of the Municipal Code, Developer shall be responsible for all fees associated with the upload of Geographic Information System data incurred by the Village in connection with this project.

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. Developer shall install sewer connections, grease interceptors and sampling manholes at the Property as required by Village code, however, any such connections, grease interceptors or sampling manholes associated with any specific building development shall not be the responsibility of Developer under this Agreement.

5.02 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the Property, including a wetlands delineation report. Approval of the subject development plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as shown on the approved plans, will not be allowed to grade, fill, or conduct any other type of development within seventy-five (75) feet of the high water mark of a navigable waterway or twenty-five (25) feet from a wetland, without first implementing appropriate shoreland protection measures and/or receipt of required approvals to conduct such work. A note regarding this restriction shall be placed on the Final Plat, if any.

In accordance with Sec 24.04(3) of the Municipal Code, the Developer applied for a Conditional Use Permit ("CUP"). The CUP was approved by the Plan Commission on May 13, 2024 and by the Village Board on May 20, 2024.

5.03 OTHER UTILITIES. The Village and Developer understand that the general Germantown area, including the Property, may experience insufficient capacity in the future for gas and electric utility service as a result of existing use and new development in the general Germantown area. Both the Village and Developer understand that certain gas and electric service utilities may require system upgrades to service the general Germantown area (including the Property). If utility service system upgrades are necessary for the development of improvements on any of the Property parcels, the Village and the Developer agree to work in good faith to determine fair and reasonable solutions to fund such utility service system upgrades, each party acknowledging that such solutions may involve other third parties with a vested interest in the potential utility system upgrade(s).

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer shall at the time of issuance of the initial building permit pay to the Village such funds as itemized in the Village Fee Schedule, in the form of a cash deposit or letter of credit, which shall assure the faithful performance of Developer's Obligations under this Agreement. The Village shall maintain these funds as security and upon an event of default by Developer pursuant to Section 9.02(1), the Village shall have the right to draw upon the security. Upon Developer's payment of any cost item set forth on the Village Fee Schedule, the Developer may request, and the Village so grant, a commiserate reduction in the cash deposit or letter of credit. The Village shall provide regular updates as to the balance of the funds. Upon final acceptance of the public improvements, there shall be a final settlement on the funds based upon actual costs, with any excess cash balance or the letter of credit instrument, as the case may be, promptly returned to Developer.

6.02 LIABILITY NOT RELEASED. All deposits given hereunder are security devices only which in no manner limit the liability of Developer to the Village hereunder, however arising and regardless of the amount.

6.03 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village by this financial guaranty, the Village reserves the right subject to the notice and cure requirements set forth in Section 9.02, to impose special assessments or charges for any amounts to which it is specifically entitled by virtue of this Agreement for improvements specifically provided for herein upon the Property. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. As specifically related to Developer's obligations under this Agreement, this provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

6.04 REMEDIES. At the option of the Village and subject to the notice and cure requirements set forth in Section 9.02, a material breach of this Agreement shall result in the Village having the right to withhold the initial issuance of any and all occupancy permits until such breach is cured. In addition, subject to the notice and cure requirements set forth in Section 9.02, the Village shall have the right to remedy such breach at its expense and assess the cost thereof against the subject property and/or draw upon the financial guaranty (whether certified check or letter of credit) to pay for the necessary cost for the Village to complete the public improvements in accordance with the Plans. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

7.01 GUARANTEE OF IMPROVEMENTS. Developer shall guarantee all dedicated improvements against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as delivered in Article IV of this Agreement. Developer shall repair or replace any such improvements as reasonably required by the Village Engineer to eliminate such defects and shall pay for

the actual, direct damages incurred by Village property directly resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

7.02 GENERAL INDEMNIFICATION. Developer shall defend, indemnify, and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any claim or cause of action by a third party against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the negligence of Developer, its agents, contractors or employees (except to the extent caused by the negligence or willful misconduct of the Village, its employees, agents or contractors), in connection with Developer's performance of this Agreement. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to defend the same has been given to Developer within ten (10) days after service of such suit upon the Village, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village. The Village shall defend, indemnify, and hold Developer harmless against and from any and all liability, judgments, costs and expenses incurred by Developer as the result of any claim or cause of action by a third party against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the negligence of the Village, its agents, contractors or employees (except to the extent caused by the negligence or willful misconduct of the Developer, its employees, agents or contractors), in connection with the Village's performance of this Agreement. In every case where judgment is recovered against Developer and where notice of the pendency of the suit and an opportunity to defend the same has been given to the Village within ten (10) days after service of such suit upon Developer, the judgment shall be conclusive upon the Village, not only as to the amount of damages, but also as to its liability to Developer.

7.03 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION. Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, fines and penalties) resulting from or relating in any way to the presence of toxic or hazardous material or substances present in or on the real property dedicated or conveyed to the Village, pursuant to, or in connection with this Agreement, provided that such materials or substances were likely present at the time of such dedication or conveyance; and, further provided, that such materials or substances exist on the Property because of the acts of Developer or Developer's contractors or employees. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

7.04 INDEMNIFICATION CLAIMS. Upon either the Village or Developer becoming aware of the occurrence of any event or the existence of any state of facts in

respect of which such party has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

- (1) The indemnified party shall provide the indemnifying party notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the indemnified party's failure to timely notify the indemnifying party shall not prevent or in any way impair recovery by such party unless the indemnifying party is materially prejudiced as a result of such failure;
- (2) Subject to paragraphs (3) through (5) below, the indemnifying party diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;
- (3) The indemnified party may at its own expense hire counsel or consultants to monitor the Claim;
- (4) The indemnifying party shall not, without the prior written consent of the indemnified party, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (5) If the indemnifying party does not timely assume responsibility for any Claim, the indemnified party shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of the indemnifying party, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

7.05 CONTRACTOR INSURANCE. Contractors engaged by Developer to perform the work required by this Agreement within public rights-of-way shall, prior to commencing such work, submit to the Village proof of the following:

- (1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.
- (2) Personal and public liability insurance having limits of not less than \$1,000,000.00.
- (3) Property damage insurance having limits of not less than \$500,000.00.

- (4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. Subject to the terms of this Agreement, Developer shall complete the Project, which shall include installation of utility service, construction and installation of the sanitary sewer and water main improvements, stormwater facilities, driveways, parking lots, landscaping berms, and all other site work and improvements as may be required pursuant to the Developer's Plans for the Project, consistent with the schedule identified in Section 1.02. Each building shall be deemed completed upon a certificate of occupancy (whether the certificate is temporary, final, conditional or unconditional) being issued by the Village and the Village accepting the water and sanitary sewer main extensions in accordance with the terms of this Agreement.

8.02 DEFAULT.

- (1) The occurrence of any one or more of the following events shall constitute a default by Developer:

(a) Developer fails to pay any amounts when due under this Agreement and further fails to pay such amounts on or before fifteen (15) days following written notice of such failure; or

(b) Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the Village (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the Village or such longer period of time as is reasonably agreed to by the Village); or

(c) Developer:

(i) Makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or

(ii) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(iii) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(iv) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment; or

(v) adopts a plan of complete liquidation of its assets.

(2) The Village shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Village has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

(3) Upon the occurrence of any default by either party and following the notice requirements set forth above, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity.

(4) No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

(5) In the event of the default by either party, all reasonable fees, costs, and expenses incurred by the nondefaulting party, including reasonable attorney's fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

8.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees,

riots, insurrection, war, acts of God, inclement weather, or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

ARTICLE IX – NOTICES

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or (iii) two business days following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, or (iv) upon transmission if by facsimile or email, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the Village: Village of Germantown
ATTN: Steven Kreklow, Administrator
PO Box 337
N112 W17001 Mequon Road
Germantown, WI 53022
Email address: skreklow@village.germantown.wi.us

AND a copy to: Brian C. Sajdak, Esq.
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St.
Franklin, WI 53132
Email address: brian@wrslegal.net

If to Developer: Green Bay Packaging Inc.
1700 Webster Court
Green Bay, WI 54302
Email address: bhollenb@gbp.com

AND a copy to: Green Bay Packaging Inc.
1700 Webster Court
Green Bay, WI 54302
Email address: legal@gbp.com

ARTICLE X - GENERAL PROVISIONS

10.01 ORDINANCES AND REGULATIONS. All provisions of the Village's subdivision and platting code as set forth in Chapter 18 of the Municipal Code which are not inconsistent with or in conflict with any of the provisions of this Agreement are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein. In the event any provision set

forth in this Agreement is in conflict with any provision set forth in any other Village code or ordinance, this Agreement shall control.

10.02 AGREEMENT FOR BENEFIT OF PURCHASER. Developer agrees that in addition to the Village's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any building, lot or parcel of land within the Property.

10.03 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village.

10.04 AMENDMENTS. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement.

10.05 OWNERSHIP. Developer certifies and warrants to the Village that as of the Effective Date (as defined below) of this Agreement it is the sole owner of the real estate that comprises the Property. Village hereby consents to the periodic transfer of certain parcels of the Property (to be created by approved certified survey maps(s)), to single-purpose entities controlled by Developer, to the Village, or to Richfield, for purposes of development of parcels within the Property and/or obtaining lender financing. Developer shall provide the Village written notice of such transfer and notwithstanding any such transfer, shall remain responsible for all Developer obligations as otherwise set forth herein.

10.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Developer as an authorized officer of the same.

10.07 NO VESTED RIGHTS GRANTED. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this project shall inure to the Developer, its heirs, successors or assigns.

10.08 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

10.09 SEVERABILITY. If any part, term or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

10.10 REAL ESTATE TAXES. Developer agrees to timely pay or cause to be paid to the Village general property taxes assessed and levied by the Village in connection with the Project under its applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the Village with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes. Developer further agrees that, until the closure of TID No. 8, it will not knowingly sell, lease, assign or otherwise transfer or convey any ownership interest in the Project to a person or entity that would directly result in the Property becoming exempt from general property taxation, nor otherwise use the Property in any manner that would cause all or a portion of the Property to be exempt from general property taxation unless the exempt entity or user first enters into a Payment in Lieu of Taxes (PILOT) Agreement with the Village upon such terms as are agreeable to the Village.

10.11 MEMORANDUM. A Memorandum of Agreement shall be recorded in the office of the Register of Deeds of Washington County, Wisconsin, prior to the recording of the mortgages securing any construction loan, or any other mortgage on the Project, it being understood by the parties that this Agreement will run with the land and will be binding upon the Project and any owner of all or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached Exhibit E.

10.12 TERMINATION. This Agreement and all rights and obligations hereunder shall terminate upon the earlier to occur of (i) full performance by Developer and the Village of all of their respective obligations under this Agreement; and (ii) upon termination of the District. Upon such termination, the parties shall execute and record a termination of all Memorandum of Agreement(s) recorded against the Property.

10.13 TIME. Time is of the essence as to completion by the parties of their respective obligations, and is a critical component in success of the Project and the District. The parties agree that all actions, approvals, and consents required herein, shall be acted upon promptly and with diligence, and shall not be unreasonably withheld, conditioned or delayed.

10.14 ASSIGNMENT. This Agreement may not be assigned by the Developer without the Village's consent, which may be granted or withheld in the Village's sole discretion, provided, however, Developer may assign or partially assign this Agreement to an entity that controls, is controlled by, or is under common control with, Developer without the consent of the Village. Notwithstanding the foregoing, the Developer may collaterally assign this Agreement to the Developer's lender(s) upon reasonable approval of the Village Attorney as to the form of the assignment. In the event that any such lender forecloses on its collateral and succeeds as Developer of the Property, the Village shall fulfill its obligations hereunder provided that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

10.15 EFFECTIVE DATE. This Agreement shall be binding on the Developer and deemed of full force and effect as of the date below ("Effective Date").

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals and become effective as of this _____ day of May, 2024.

[SIGNATURE PAGES FOLLOW]

DEVELOPER:

GREEN BAY PACKAGING INC.

By: _____

Personally came before me this ____ day of _____, 2024, the above-named, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged that he executed the foregoing instrument in such capacity.

By: _____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires: _____

VILLAGE OF GERMANTOWN

By _____
Dean Wolter, Village President

ATTEST:

By _____
Donna Ott, Village Clerk

Per Village Board Approval: Dated _____

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 to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation.

By _____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires: _____

Approved as to form:

Brian C. Sajdak, Village Attorney

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
IMPROVEMENT PLANS

EXHIBIT C

LETTER AGREEMENT BETWEEN VILLAGE AND BRIOHN BUILDING CORP.

EXHIBIT D
VILLAGE FEE SCHEDULE FOR PROJECT

EXHIBIT E

MEMORANDUM OF
DEVELOPMENT AGREEMENT

Document Number

Document Title

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (“Memorandum”) is made effective as of the _____ day of _____, 2024, by and between **GREEN BAY PACKAGING, INC.**, a Wisconsin corporation (“**Developer**”), and the **VILLAGE OF GERMANTOWN**, a municipal corporation of Washington County, Wisconsin (“**Village**”).

Recording Area

Name and Return Address

PIN: _____

WITNESSETH:

WHEREAS, Developer and the Village entered into that certain Development Agreement dated _____, 2024 (“**Development Agreement**”). The full Development Agreement is available for inspection and copies can be obtained at the Village of Germantown Village Hall; and

WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Washington County, State of Wisconsin in order to place third parties on notice of the Development Agreement and the Developer’s and the Village’s rights and obligations thereunder, some of which are hereinafter summarized.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the Village hereby acknowledge as follows:

1. **PROPERTY.** The “**Property**” is land located in the Village of Germantown, Washington County, State of Wisconsin, legally described on Exhibit A attached hereto.

2. **TERM.** The Development Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms.

3. **NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement shall in all events control the relationship between Developer and the Village with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

4. **COUNTERPART SIGNATURES.** This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and the Village have executed this Memorandum effective as of the date first written above.

DEVELOPER: VILLAGE:
GREEN BAY PACKAGING, INC. VILLAGE OF GERMANTOWN

By: _____ By: _____
Name: Dean Wolter, Village President
Title:
Attest:
By: _____
Donna Ott, Village Clerk

STATE OF WISCONSIN)
) SS.
COUNTY)

Personally appeared before me this ____ day of _____ 2024, the above-named _____, the _____ of _____, to me known to be the persons who executed the foregoing agreement on behalf of the Developer and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) SS.
WASHINGTON COUNTY)

Personally appeared before me this ____ day of _____, 2024, the above-named Dean Wolter and Donna Ott, President and Village Clerk, respectively, of the Village of Germantown, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: June 5, 2024

PLACEMENT: Action Item

ITEM TITLE: Award Contract to Complete the Permit Application for the 2025-2029 Department of Natural Resources Wisconsin Pollution Discharge Elimination System (WPDES) Stormwater Permit to Graef of Milwaukee, Wisconsin, in the amount of \$11,370

SUBMITTED BY: Kevin Driscoll, Village Engineer

SUMMARY EXPLANATION:

Municipalities are required to have a permit from the State of Wisconsin to discharge into waters of the state under NR216. This WPDES permit is on a 5-year renewal cycle and a copy of the existing permit is attached for 2000-2024. To complete the application for the 2025-2029 permit cycle staff requested proposals from firms familiar with Germantown's history and have previous experience working on the Village's storm water system.

Contractor	Amount
Graef	\$11,370
Ruekert Mielke	\$18,000

*Note: The Southeastern Wisconsin Watersheds Trust (SWWT) declined to transmit a proposal.

This permit application is due September 1, 2024.

ATTACHMENT:

1. 2020 WPDES MS4 Menomonee Group Permit
2. GERMANTOWN_WPDES 5yr Permit Renewal Project #2410_GRAEF Submittal

RECOMMENDATION:

Staff requests the Public Works and Highways Committee recommend to the Village Board, approval to award a contract to Complete the Village of Germantown Permit Application for the 2025-2029 Department of Natural Resources Wisconsin Pollution Discharge Elimination System (WPDES) Permit to Graef of Milwaukee, Wisconsin, in the amount of \$11,370 in account 10-561000-541000.

ACTION BY Committee:

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



**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

**GENERAL PERMIT TO DISCHARGE UNDER THE WISCONSIN
POLLUTANT DISCHARGE ELIMINATION SYSTEM
WPDES PERMIT NO. WI-S065404-2**

In compliance with the provisions of Ch. 283 Wis. Stats., and Chs. NR 151 and 216, Wis. Adm. Code, the **Menomonee River Watershed Permittees:**

City of Brookfield
Village of Butler
Village of Elm Grove
Village of Germantown
City of Greenfield
Village of Menomonee Falls

City of Milwaukee
Milwaukee County
City of West Allis
Village of West Milwaukee
City of Wauwatosa

are permitted to discharge storm water from all portions of the

MUNICIPAL SEPARATE STORM SEWER SYSTEM

owned or operated by the Menomonee River Watershed Permittees to waters of the state in watersheds of the Menomonee River, Fox River, Kinnickinnic River, Root River, and Cedar Creek in accordance with the conditions set forth in this permit.

This permit takes effect on the date of signature. This permit to discharge expires at midnight, March 31, 2025. The Department is required to charge an annual permit fee to owners and operators authorized to discharge under this permit in accordance with s. 283.33(9), Wis. Stats., and s. NR 216.08, Wis. Adm. Code.

State of Wisconsin Department of Natural Resources
For the Secretary

By 
Jacob Zimmerman, PE
Water Resources Engineer

3/31/2020
Date Permit Signed

PERMIT EFFECTIVE DATE: April 1, 2020

EXPIRATION DATE: March 31, 2025

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I. APPLICABILITY

A. PERMITTED AREA

This Wisconsin Pollution Discharge Elimination System (WPDES) permit regulates municipal separate storm sewer system (MS4) discharges from the following municipalities located fully or partially within the Menomonee River Watershed:

- City of Brookfield
- Village of Butler
- Village of Elm Grove
- Village of Germantown
- City of Greenfield
- Village of Menomonee Falls
- City of Milwaukee
- Milwaukee County
- City of West Allis
- Village of West Milwaukee
- City of Wauwatosa

In this permit these municipalities are referred to as the Menomonee River Watershed Permittees. This permit covers all areas within the jurisdiction of the Menomonee River Watershed Permittees, including areas of the communities which do not drain into the Menomonee River watershed. This permit is issued in accordance with chapter 283, Wis. Stats. and chs. NR 151 and NR 216, Wis. Adm. Code.

B. AUTHORIZED DISCHARGES

This permit authorizes storm water point source discharges from the MS4 to waters of the state in the permitted area. This permit also authorizes the discharge of storm water co-mingled with flows contributed by process wastewater, non-process wastewater, and storm water associated with industrial activity, provided the discharges are regulated by other WPDES permits or are discharges which are not considered illicit discharges pursuant to Section II. D. 1 of this permit.

C. INDIVIDUAL RESPONSIBILITY

Each Menomonee River Watershed Permittee is responsible for:

1. Effectively prohibiting non-storm water discharges into the MS4 unless otherwise permitted by Section I. B.
2. Reducing pollutants to the maximum extent practicable (MEP). Compliance with this permit, completion of individual benchmarks, and implementation of the storm water management program establishes this MEP requirement.
3. Completing the Total Maximum Daily Load (TMDL) requirements in Section III. A. and the applicable municipality specific special requirements in Section III. B.

D. SHARED RESPONSIBILITY

1. The Menomonee River Watershed Permittees may work together to comply with the provisions of Section II. A. of this permit.
2. The Menomonee River Watershed Permittees' implementation of one or more of the conditions of this permit may incorporate cooperative efforts with other MS4 regulated

permittees or efforts by other groups or organizations if the shared responsibility is approved by the Department. The permittee may rely on another municipality or contract with another entity to satisfy a condition of this permit if all of the following are met:

- a) The other municipality or entity implements the required control measure or permit requirements.
- b) A particular control measure, or component thereof, is at least as stringent as the corresponding permit requirements.
- c) The other municipality or entity agrees to implement a control measure or permit requirement on the permittee's behalf. This shall be shown by formal written agreement, signed by both parties' authorized representatives. The agreement shall be explicit as to which specific permit conditions are being covered by which municipality or other entity. Copies of current agreements shall be submitted with the annual report or to the Department upon request.

E. WATER QUALITY STANDARDS

1. This permit specifies the conditions under which storm water may be discharged to waters of the state for the purpose of achieving water quality standards contained in chs. NR 102 through 105, NR 140, and NR 207, Wis. Adm. Code. During the permit term, compliance with water quality standards will be addressed by adherence to the requirements of this permit, implementation of storm water management programs and practices, and modifications to practices when practices are determined not effective to achieve the aforementioned goals and standards.
2. This permit does not authorize water discharges that the Department, prior to authorization of coverage under this permit, determines will cause or have reasonable potential to cause or contribute to an excursion above any applicable water quality standards. Where such determinations have been made prior to authorization, the Department may authorize coverage under this permit where the storm water management programs required under this permit will include appropriate controls and implementation procedures designed to bring the storm water discharge into compliance with water quality standards.

F. WETLANDS

The permittee's MS4 discharge shall comply with the applicable wetland water quality standards provisions in ch. NR 103, Wis. Adm. Code.

G. ENDANGERED AND THREATENED SPECIES

The permittee's MS4 discharge shall comply with the endangered and threatened resource protection requirements of s. 29.604, Wis. Stats., and ch. NR 27, Wis. Adm. Code.

H. HISTORIC PROPERTY

The permittee's MS4 discharge may not affect any historic property that is listed property, or on the inventory or on the list of locally designated historic places under s. 44.45, Wis. Stats., unless the Department determines that the MS4 discharge will not have an adverse effect on any historic property pursuant to s. 44.40(3), Wis. Stats.

I. IMPAIRED WATERBODIES

The requirements of this section apply to receiving waters listed as impaired on the 303(d) list without established TMDL wasteload allocations to which the permittee discharges. The permittee shall:

1. Review the applicable pollutants of concern on the 2018 303(d) list, or the most recent United States Environmental Protection Agency (EPA) approved list that are relevant to the permittee's MS4 discharge and determine whether any part of its MS4 discharges to a listed impaired waterbody. Review shall occur within 12 months each time the 303(d) list is revised.
2. Include a written section in their storm water management program that discusses the management practices and control measures it will implement as part of its program to reduce, with the goal of eliminating, the discharge of each pollutant of concern that contributes to the impairment of the waterbody. This section of the permittee's program shall specifically identify control measures and practices that will collectively be used to eliminate the MS4's discharge of pollutant(s) of concern that contribute to the impairment of the waterbody and explain why these control measures and practices were chosen as opposed to other alternatives. Pollutant(s) of concern means a pollutant that is causing impairment of a waterbody.

Note: The Department maintains a searchable database of impaired waterways. This publicly accessible database is available at <http://dnr.wi.gov/water/impairedSearch.aspx>.

3. After a permittee's start date of coverage under this permit, the permittee may not establish a new MS4 discharge of a pollutant of concern to an impaired waterbody or increase the discharge of a pollutant of concern to an impaired waterbody unless the new or increased discharge causes the receiving water to meet applicable water quality standards, or the new discharge is consistent with an EPA approved TMDL.

J. GENERAL STORM WATER DISCHARGE LIMITATIONS

In accordance with s. NR 102.04, Wis. Adm. Code, the Menomonee River Watershed Permittees shall control storm water discharges so that all surface waters including the mixing zone meet the following conditions at all times and under all flow and water level conditions:

1. Substances that will cause objectionable deposits on the shore or in the bed of a body of water, shall not be present in such amounts as to interfere with public rights in waters of the state.
2. Floating or submerged debris, oil, scum or other material shall not be present in such amounts as to interfere with public rights in waters of the state.
3. Materials producing color, odor, taste or unsightliness shall not be present in such amounts as to interfere with public rights in waters of the state.

4. Substances in concentrations or combinations which are toxic or harmful to humans shall not be present in amounts found to be of public health significance, nor shall substances be present in amounts which are acutely harmful to animal, plant or aquatic life.

K. EXCLUSIONS

The following are excluded from coverage under this permit:

1. Combined Sewer and Sanitary Sewer Systems:
Discharges of water from a wastewater treatment facility, sanitary sewer or a combined sewer system conveying both sanitary and storm water. These discharges are regulated under s. 283.31, Wis. Stats, and require a separate individual permit.
2. Agricultural Facilities and Practices:
Discharges from “agricultural facilities” and “agricultural practices”. “Agricultural facility” means a structure associated with an agricultural practice. “Agricultural practice” means beekeeping; commercial feedlots; dairying; egg production; floriculture; fish or fur farming; grazing; livestock raising; orchards; poultry raising; raising of grain, grass, mint and seed crops; raising of fruits, nuts and berries; sod farming; placing land in federal programs in return for payments in kind; owning land, at least 35 acres of which is enrolled in the conservation reserve program under 16 USC 3831 to 3836; and vegetable raising.
3. Other Excluded Discharges:
Storm water discharges from industrial operations or land disturbing construction activities that require separate coverage under a WPDES permit pursuant to subchs. II or III of ch. NR 216, Wis. Adm. Code. For example, while storm water from industrial or construction activity may discharge from an MS4, this permit does not satisfy the need to obtain any other permits for those discharges. This exclusion does not apply to each permittee’s responsibility to regulate construction sites within its jurisdiction in accordance with Sections II. E. and F. of this permit.
4. Indian Country:
Storm water discharges within Indian Country. The federal Clean Water Act requires that owners and operators of storm water discharges within Indian Country to obtain permit coverage directly from the EPA.

II. STORM WATER MANAGEMENT PROGRAM

The permittee shall have a written storm water management program (SWMP) that describes in detail how the permittee intends to comply with the permit requirements for each minimum control measure. Unless otherwise specified, the permittee shall submit written program documents no later than March 31, 2022 and shall begin implementing any updates to its storm water management programs no later than March 31, 2022.

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.

The Menomonee River Watershed Permittees intend to collaborate and satisfy these conditions collectively. This does not prohibit the Menomonee River Watershed Permittees from continuing to develop and implement unique programs within their respective jurisdictional municipal boundaries.

The program shall:

1. For each topic in Table 1, identify targeted pollutants of concern, the targeted audience, delivery mechanism and the entity responsible for implementation.
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.
3. Address the topics in Table 1 below:

Table 1: Public Education and Outreach Topics

#	Topic Area	Description
1	Illicit Discharge Detection and Elimination	Promote detection and elimination of illicit discharges and water quality impacts associated with such discharges from municipal separate storm sewer systems.
2	Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing	Inform and educate the public about the proper management of materials that may cause storm water pollution from sources including automobiles, pet waste, household hazardous waste and household practices.
3	Yard Waste Management/Pesticide and Fertilizer Application	Promote beneficial onsite reuse of leaves and grass clippings and proper use of lawn and garden fertilizers and pesticides.
4	Stream and Shoreline Management	Promote the management of streambanks and shorelines by riparian landowners to minimize erosion and restore and enhance the ecological value of waterways.

5	Residential Infiltration	Promote infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks through implementation of green infrastructure best management practices (BMPs) such as rain barrels, rain gardens, and permeable pavements.
6	Construction Sites and Post-Construction Storm Water Management	Inform and educate those responsible for the design, installation, and maintenance of construction site erosion control practices and storm water management facilities on how to design, install and maintain the practices.
7	Pollution Prevention	Storm water runoff from commercial properties and, where appropriate, educate specific businesses such as lawn care companies, golf courses, carwashes, and restaurants on storm water pollution prevention planning to reduce pollutant sources.
8	Green Infrastructure/Low Impact Development	Promote environmentally sensitive land development designs by developers and designers, including green infrastructure and low impact development.
9	Snow and Ice Control	Promote BMPs for snow and ice removal and inform specific audiences such as snow removal/deicing companies, private residences, industrial and commercial facilities, and residents about resources that provide further information on methods of reducing application of chemical deicers while maintaining public safety.

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.

C. PUBLIC INVOLVEMENT AND PARTICIPATION

The permittee shall implement a public involvement and participation program that provides opportunities for the public to effectively participate in the development, implementation, and modification of the permittee's storm water management program. The approach must include provisions for receiving and considering public comments on the following permit activities: annual reports, SWMP revisions, adoption of storm water related ordinances, and TMDL pollutant load reduction benchmark development. The permittee shall also identify delivery mechanism and target participants associated with each permit activity. Delivery mechanisms may include public workshop, presentation of storm water information, government event (public hearing, council meeting, etc.), citizen committee meeting, or website.

D. ILLICIT DISCHARGE DETECTION AND ELIMINATION

Each municipality shall continue to implement a program to detect, remove, and eliminate illicit connections and discharges to the municipal separate storm sewer system. The program must include:

1. **Ordinance:** An ordinance or other regulatory mechanism, at a minimum, to:
 - a) Prohibit illicit discharge, spilling or dumping of non-storm water substances or material into the permittee's MS4 or waters of the state.
 - b) Identify non-storm water discharges or flows that are not considered illicit discharges. Non-storm water discharges that are not considered illicit discharges including water line flushing, landscape irrigation, diverted stream flows, uncontaminated groundwater infiltration, uncontaminated pumped groundwater, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, lawn watering, individual residential car washing, flows from riparian habitats and wetlands, firefighting, and discharges authorized under a WPDES permit unless identified by the permittee as significant source of pollutants to waters of the state.
 - c) Establish inspection and enforcement authority.

Note: Chapter NR 815, Wis. Adm. Code, regulates injection wells including storm water injection wells. Construction or use of a well to dispose of storm water directly into groundwater is prohibited under s. NR 815.11(5), Wis. Adm. Code.

2. **Dry Weather Outfall Screening:** A written IDDE field screening procedure. At a minimum, the procedure must include:
 - a) The name, title, and phone number of the individual(s) responsible for field screening activities.
 - b) Field screening during dry weather periods (72 hours after measurable rainfall) at the MS4 outfalls.

(1)Location. Screening locations shall be selected by the following criteria:

- (a)All major outfalls which showed no indication of illicit discharges during the previous permit term. Annually, at least 20 percent of such major outfalls shall be screened, on a rolling basis, such that at the end of the permit term all major outfalls which showed no indication of illicit discharges during the previous permit term have been screened.
- (b)All major outfalls which showed evidence of illicit discharges or exceeded a parameter action level during the last two samplings under the preceding permit term shall be evaluated at a minimum one time per year.
- (c)All other outfalls regardless of size, which have been identified as a priority screening location based upon the Human Illicit Discharge Potential methodology. At least 20 percent of such priority outfalls shall be screened annually, on a rolling basis such that at the end of the permit term all major outfalls which showed no indication of illicit discharges during the previous permit term have been screened.

Note: The Human Illicit Discharge Potential methodology was developed during the previous permit term. The prioritization of non-major outfalls should be periodically updated based upon the results of field screening.

- (2)Visual Observation. A narrative description of visual observations including color, odor, turbidity, oil sheen or surface scum, trash, flow rate, condition of conveyance system or outfall, and any other relevant observations regarding the potential presence of non-storm water discharges or illicit dumping shall be completed for each outfall visited.
- (3)Field Analysis. If flow is observed, a field analysis must be conducted to determine the cause of the dry weather flow. The field analysis shall include sampling for pH, total chlorine, total copper, total phenol, and detergents unless the permittee elects to use alternative indicator parameters such as ammonia, potassium, and fluoride. Other alternative indicator parameters may be authorized by the Department in writing. Where appropriate, pollutant parameter action levels identified by the permittee must be considered. Field analysis procedures shall describe when other investigation methods such as dye testing or televising will be used.
- (4)Pollutant parameter action levels that will be used as part of the field screening and analysis under Section II. D. 2. b) (3). The action levels will identify concentrations for identified pollutants that, if exceeded, will require further investigation, which may include laboratory analysis, to identify the source the illicit discharge.
- (5)Laboratory Analysis. If general observations and field screening indicate the presence of a suspected illicit discharge and the source or cause of the illicit discharge cannot be determined through other investigatory methods, the permittee

shall collect a water quality sample for laboratory analysis for ongoing discharges. The water quality sample must be analyzed for pollutant parameters or identifiers which will aid in the determination of the sources of the illicit discharge.

- c) Documentation. Visual observation and field screening results shall be recorded for each outfall and kept for 5 years. A summary of results shall be included with the annual report.

3. **Investigation and Elimination Procedures.** The permittee shall have written procedures for investigating and responding to known or suspected illicit discharges. Procedures must be developed for all of the following:

- a) The name, title, and phone number of the individual(s) responsible for responding to reports of illicit discharges and spills.
- b) Immediately investigating portions of the municipal separate storm sewer system that, based on the results of visual observation, field screening, laboratory analysis, or other relevant information, such as a complaint or referral, indicates a reasonable potential for containing illicit discharges.
- c) Responding to spills that discharge into and/or from the MS4 including tracking the source of the spill if unknown.
- d) Preventing and containing spills that may discharge into or are already within the MS4.
- e) Immediately notifying the Department in accordance with ch. NR 706, Wis. Adm. Code, if the permittee identifies a spill or release of a hazardous substance, which results in the discharge of pollutants into waters of the state. The Department shall be notified via the 24-hour toll free spill hotline at 1-800-943-0003. The permittee shall cooperate with Department in efforts to investigate and prevent such discharges from polluting waters of the state.
- f) Elimination of the illicit discharge as soon as practicable.
 - (1) Once the source of an illicit discharge is determined, the permittee must take appropriate action to seek to eliminate the illicit discharges within 30 days. This includes an initial evaluation of the feasibility to eliminate the discharge within 30 days. The permittee shall contact the Department if the illicit discharge cannot be eliminated in the 30-day time period.
 - (2) If the permittee determines that the elimination of the illicit discharge will take more than 30 days due to technical, logistical or other reasonable issues, the permittee must develop and implement an illicit discharge elimination plan to remove the illicit discharge in an expeditious manner. The elimination plan must be submitted to the Department within 45 days of determining the source of an illicit discharge. In lieu of developing and implementing an individual elimination plan for common types of illicit discharges, the permittee may document and

implement response procedures, a response plan, or similar document. The action plan, response procedures, response plan or similar document must include a timeframe for elimination of the illicit discharge as soon as practicable.

- g) Elimination of any leakage or discharge from sanitary conveyance systems into the MS4 as required in s. NR 216.07 (3) (h), Wis. Adm. Code.
 - h) Providing the Department with advance notice of the time and location of dye testing within a MS4.
 - i) Notification of adjacent municipality. In the case of an illicit discharge that originates from the municipality's permitted area and that discharges directly to a storm sewer system or property under the jurisdiction the adjacent municipality, the first municipality shall notify the affected municipality within one working day.
 - j) Documentation. The permittee shall maintain a system for documenting complaints, referrals, and any actions taken to investigate or eliminate an illicit discharge. A summary of illicit discharge activities for each year shall be included in the annual report.
4. **Enforcement Response.** Include documentation in an enforcement response plan or similar document, by March 31, 2022 a description of the enforcement response procedures the permittee implements when an illicit discharge investigation identifies a responsible party.
5. **Training:** All staff responsible for implementation of the IDDE program shall receive training at least once per permit term. This includes office staff, field staff, and emergency response staff (police and fire departments).

E. CONSTRUCTION SITE POLLUTION CONTROL

The permittee shall continue to implement and enforce a written program that establishes measurable goals and reduces the discharge of sediment and construction materials from construction sites. The permittee through implementation of this program shall:

- 1. Maintain and enforce the municipal ordinance regarding construction site storm water discharges on all sites, including municipal projects. The municipal ordinance must include the following items:
 - a) Performance standards equivalent to, or more restrictive than, those under ss. NR 151.11 and 151.23, Wis. Adm Code.
 - b) Sanctions to ensure compliance to the extent authorized by law.
 - c) Requirements for construction site operators to manage waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site so to reduce adverse impacts to waters of the state.

Note: The County has identified in their permit application that in lieu of a County ordinance, the County defers to the applicable municipal construction erosion control ordinance for all county projects. Construction activities undertaken by Milwaukee County, as well as all other construction activities occurring on Milwaukee County owned lands, are required to follow the construction erosion control ordinance of the applicable municipality that the project is within.

2. Implement procedures for conducting plan reviews to ensure site planning considers potential water quality impacts. Erosion and sediment control best management practices must comply with design, installation, and maintenance standards that meet or exceed the Department's technical standards or permittee's ordinance.
3. Conduct erosion control inspections at sites one acre or more in size within the permittee's jurisdiction. Beginning April 1, 2021, conduct erosion control inspections following the frequency and actions outlined in Table 2.

Table 2: Construction Site Inspection Frequency

Site	Inspection Frequency
(1) All sites one acre or more in size	• New projects shall be inspected within the first two weeks of commencement of land disturbing activity • All active sites shall be inspected at least once every 45 days • All inactive sites shall be inspected at least once every 60 days
(2) Follow up inspection	• Follow up inspections are required within 7 days of any sediment discharge or inadequate control measure, unless corrections were made and observed by the inspector during initial inspection or corrections were verified via photographs submitted to the inspector
(3) Final inspection	• Confirm that all graded areas have reached final stabilization and that all temporary control measures are removed, and permanent storm water management BMPs are installed as designed

4. Maintain records of site inspections, including any follow up necessary on sites out of compliance with their site-specific erosion control plans, as identified in the permittee's program.
5. Enforce erosion and sediment control plan requirements for landowners of construction sites equivalent to those contained in s. NR 216.46, Wis. Adm. Code, including municipal projects applicable under the permittee's ordinance.
6. Enforce permit coverage termination requirements for landowners of construction sites equivalent to those contained in s. NR 216.55, Wis. Adm. Code, including removal of all temporary erosion and sediment control best management practices and complete site restoration with perennial vegetative cover.

7. Maintain an enforcement response plan or similar document describing the enforcement procedures the permittee will follow when addressing issues at construction sites. The enforcement procedures must ensure construction activities are in compliance with the ordinances.
8. Implement procedures for responding to information submitted by the public, including complaints.

F. POST-CONSTRUCTION STORM WATER MANAGEMENT

Each municipality shall continue to implement and enforce a written program that establishes measurable goals and to control the quantity and quality of discharges from areas of new development and redevelopment, after construction is completed. The program shall include:

1. An ordinance or other regulatory mechanism to regulate post-construction storm water discharges from new development and redevelopment. At a minimum, the ordinance or other regulatory mechanism shall establish or include:

Note: Milwaukee County has identified in their permit application that in lieu of a County ordinance, the County defers to the applicable municipal post-construction storm water discharge ordinance for all county projects. Construction activities undertaken by Milwaukee County, as well as all other construction activities occurring on Milwaukee County owned lands, are required to follow the post-construction storm water discharge ordinance of the applicable municipality that the project is within. To fulfill this permit requirement, the County can submit to the Department a declaration or other written policy that identifies this procedure.

- a) Applicability and jurisdiction that shall apply to new development and redevelopment projects with one acre or more of land disturbance, and sites of less than one acre if they are part of a larger common plan of development or sale within the jurisdiction of the permittee. The jurisdiction shall include any adjacent developing areas that are planned to have a minimum density of 500 people per square mile, the urbanized area, and developing areas whose runoff will connect to the MS4.
- b) Design criteria, standards and specifications equivalent to the technical standards approved by the Department. The Department approved technical standards are available at <http://dnr.wi.gov/topic/stormwater/standards/index.html>.
- c) Post-construction performance standards equivalent to, or more restrictive than, those in ss. NR 151.121 through 151.125, Wis. Adm. Code.
- d) Storm water management plan requirements for landowners of construction sites equivalent to those contained in s. NR 216.47, Wis. Adm. Code.
- e) Permitting requirements, procedures and fees.

- f) Long-term maintenance requirements for landowners and other persons responsible for long-term maintenance of post-construction storm water control measures, including requirement for routine inspection and maintenance of privately-owned post-construction storm water control measures that discharge into the MS4 to maintain their pollutant removal operating efficiency.
 - g) Inspection and enforcement authority.
- 2. Written procedures for post-construction site plan review which incorporate consideration of potential water quality impacts, including source water protection areas where applicable. Post-construction reviews must be conducted for all construction sites with one or more acres of land disturbance.
 - 3. A system for tracking and completing long-term maintenance, inspections, and enforcement of all post-construction BMPs, public and private. This system shall include:
 - a) An inventory of all municipally owned or operated BMPs which includes:
 - (1) BMP, name, location, BMP type, and year constructed.
 - (2) Record drawing.
 - (3) An operation and maintenance plan with inspection procedures and schedule.
 - (4) Written documentation of the municipalities' ability to use a privately-owned BMP to meet a water quality requirement of this permit.
 - b) Written procedures that will be used by the permittee through its ordinance jurisdiction, approval process, and authority, to track and enforce the long-term maintenance of storm water management facilities implemented to meet the post-construction performance standards in Section II F. 1. c).
 - c) Long-term maintenance inspections at least once per permit term
 - d) Inspection documentation
 - e) A description of the inspection and enforcement response procedures the permittee will follow when addressing project compliance issues with the enforceable post-construction storm water management performance standards.
 - 4. Green Infrastructure Barrier Removal. Each permittee shall review design, construction, landscaping and other related ordinances to identify and remove barriers to implementation of green infrastructure projects within the MS4. Barriers shall be removed through adopted ordinance revisions by March 31, 2022. If barriers are identified after March 31, 2022, the barriers shall be removed within 18 months of barrier identification.

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:

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.

2. Nutrient Management:

The application of turf and garden fertilizers on five acres or more of municipally controlled properties shall be done in accordance with a site-specific nutrient application schedule based on appropriate soil tests. The nutrient application schedule shall be designed to maintain the optimal health of the turf or garden vegetation. All properties subject to this section shall be identified on the MS4 map.

3. Street Sweeping and Catch Basin Cleaning:

- a) If street sweeping or catch basin cleaning is utilized to meet a water quality requirement under this permit, sweeping and catch basin shall continue at the frequency specified in the SWMP. The number of lane miles swept, number of catch basins cleaned, and the weight in tons of the material collected shall be tracked and included in the Annual Report.
- b) Material collected through street sweeping and catch basin cleaning shall be handled and stored in a manner that prevents contamination of storm water runoff and shall be disposed of or beneficially reused in accordance with applicable solid and hazardous waste statutes and administrative codes. Non-storm water discharges to waters of the state associated with dewatering and drying material collected under section a) of this section are not authorized by this permit.

Note: Information on managing waste and materials is available on the Department's Internet site at: <https://dnr.wi.gov/topic/Waste/>. Information on WPDES permits for non-storm water discharges is available on the Department's Internet site at: <https://dnr.wi.gov/topic/wastewater/>

4. Management of Leaves and Grass Clippings:

If the permittee provides leaf and grass clipping collection, the program shall include the following:

- a) A description of the leaf collection program, including pick-up methodology and equipment used, timing of associated street cleaning, standard operating procedures, schedule and frequency, and instructions for residents and property owners.
- b) Identification of leaf disposal locations.
- c) An estimate of the weight in tons of material collected annually and a description of how the weight is estimated.
- d) By March 31, 2023, A description of the BMPs which the permittee employs or will employ to its leaf collection program that reduce nutrient loading to the receiving waters. The permittee shall consider source, transport and discharge location when considering BMPs for the leaf collection program.

5. Storm Water Pollution Prevention Planning:

All municipal garages, municipal storage areas, and other public works related municipal facilities shall have a Storm Water Pollution Prevention Plan (SWPPP). The SWPPPs shall:

- a) Be developed and implemented by December 31, 2020 for sites without a SWPPP.
- b) Include the information under s. NR 216.27 (3), Wis. Adm. Code, minus the monitoring requirements under s. NR 216.27 (3) (I), Wis. Adm. Code.
Note: The SWPPP requirements can be located here:
https://docs.legis.wisconsin.gov/code/admin_code/nr/200/216/II/27.
- c) Conduct and document quarterly visual inspections of the property and annual facility compliance inspections.
- d) Discuss spill prevention and response for each facility.
- e) Contain procedures for annual training of municipal staff on implementation of the SWPPP.

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.

H. STORM WATER QUALITY MANAGEMENT

Each municipality shall develop and implement a municipal storm water management program that controls the discharge of total suspended solids from the MS4 system to waters of the state.

1. The storm water management program shall achieve compliance with the developed urban area performance standards of s. NR 151.13(2), Wis. Adm. Code, for those areas of the municipality that were not subject to the post-construction performance standards of s. NR 151.12 or 151.24, Wis. Adm. Code. (Note: projects prior to Oct. 1, 2004).
2. The permittee shall ensure continued operation and maintenance of all best management practices implemented on or before July 1, 2011 to achieve a total suspended solids reduction of more than 20 percent as compared to no controls.

I. STORM SEWER SYSTEM MAP

Each municipality shall maintain a municipal separate storm sewer system map. The municipal storm sewer system map shall include:

1. Identification of waters of the state, watershed boundaries, name and classification of receiving waters, and identification of whether the receiving water is listed as an impaired water under s. 303 (d) of the Clean Water Act.
2. Identification of all known municipal storm sewer system outfalls discharging to waters of the state or other municipal separate storm sewer systems, stormwater drainage basin boundaries for each MS4 outfall, and municipal separate storm sewer conveyance systems with flow direction. Major outfalls shall be categorized and priority outfalls for illicit discharge detection and elimination shall be identified. Other major municipal, government, or privately-owned storm water conveyance systems lying within, but not owned by the permittee, shall also be identified.
3. A boundary defining the municipal border and the storm water planning area.
4. The location of any known discharge to the municipal separate storm sewer system that has been issued a WPDES permit by the Department.
5. Location of municipally owned or operated structural storm water controls including detention basins, infiltration basins, and manufactured treatment devices. If the permittee will be taking credit for pollutant removal from privately-owned facilities, they must be identified.
6. Identification of publicly owned parks, recreational areas and other open lands.
7. Location of municipal garages and other public works facilities.
8. Identification of streets.
9. Identification of other potential sources of pollution.

J. AMENDMENTS

The permittee shall amend a program required under this permit as soon as possible if the permittee becomes aware that it does not meet a requirement of this permit. The permittee shall

amend its program if notified by the Department that a program or procedure is insufficient or ineffective in meeting a requirement of this permit. The Department notice to the permittee may include a deadline for amending and implementing the amendment.

K. ANNUAL REPORT

The Permittee shall submit an annual report by **March 31st of the following year** for each calendar year unless the Department authorizes biannual reporting to be submitted the 2nd and 4th year of the permit term pursuant to s. NR 216.07(8) Wis. Adm. Code. The municipal governing body, interest groups and the general public shall be provided opportunity to review and comment on the annual report. The annual report shall include:

1. An evaluation of program compliance, the appropriateness of identified BMPs, and progress towards achieving identified measurable goals. Any program changes made as a result of this evaluation shall be identified and described in the annual report. For any identified deficiencies towards achieving the requirements under Section II of this permit or lack of progress towards meeting a measurable goal, the permittee shall initiate program changes to improve their effectiveness.
2. Updated storm sewer system maps, where necessary, to identify any new outfalls, structural controls, or other noteworthy changes.
3. An IDDE report that includes:
 - a) A summary of screening results from outfalls evaluated under Section II D.2.
 - b) Identified Illicit Discharges: A summary of each identified illicit discharge and follow up actions.
 - c) Spills: A summary of all spills including location, material, quantity, and follow up actions.
4. A summary describing:
 - a) The number and nature of construction and post-construction inspections and enforcement actions conducted to ensure compliance with the required ordinances.
 - b) Street sweeping frequency and the amount collected.
 - c) Catch basin cleaning frequency and the amount collected.
 - d) All SWPPP inspections.
 - e) Pollutant loading removal rates and status of meeting performance standards.
2. A fiscal analysis which includes the annual expenditures and budget for the reporting year, and the proposed budget for the next year.

3. Identification of any known water quality improvements or degradation in the receiving water to which the permittee's MS4 discharges as required in Section I I. 2. Where degradation is identified, identify why and what actions are being taken to improve the water quality of the receiving water.
4. A duly authorized representative of the permittee shall sign and certify the annual report and include a statement or resolution that the permittee's governing body or delegated representatives have reviewed or been apprised of the content of the annual report.
5. The annual report and other required reports, and permit compliance documents shall be submitted electronically through the Department's electronic reporting system.

Note: The Department's electronic reporting system is Internet-based and available at: <https://dnr.wi.gov/permits/water/>. Municipal storm water permit eReporting information and user support tools can be found at: <https://dnr.wi.gov/topic/stormwater/municipal/eReporting.html>

L. REAPPLICATION FOR PERMIT COVERAGE

To remain covered after the expiration date of this permit, pursuant to s. NR 216.09, Wis. Adm. Code, the permittee shall submit an application package to the Department by September 30, 2024 for continued coverage under a reissued version of this permit. The application package shall include:

1. For each storm water management program, the proposed program modifications and measurable goals for the next permit term. This includes specific actions and activities or structural BMPs and expected dates of implementation.
2. An assessment of the proposed storm water management program's adequacy to reduce pollutants to the MEP. The assessment must include:
 - a) Explanation and rationale on how implementation of the programs provides the highest level of performance that is achievable during the next permit term considering other environmental problems, technical capability, current technology, and available resources.
 - b) Estimate the additional pollution reduction and water quality benefits from the proposed action. This includes proposed BMPs for pollutants causing impairments not included in a TMDL.
3. A fiscal evaluation summarizing program expenditures for the current permit cycle and projected program allocations for the next permit cycle.
4. An updated estimate of annual storm water pollutant loads for TSS and TP. A description of how the pollutant loads were calculated shall be provided.

5. The established TMDL pollutant load reduction benchmarks, as required by Section III. A. 3.
6. The proposed fecal coliform reduction benchmarks for the next permit term, as discussed in Section III. A. 4.
7. Updated MS4 maps showing service boundary of the MS4, projected changes in land use and future growth, and industrial WPDES permittees which discharge to the MS4.
8. A summary of the results from the individual education efforts in Permit Section II. B. 2 and the planned education efforts for the next permit term.

III. SPECIAL CONDITIONS

A. TOTAL MAXIMUM DAILY LOADS (TMDLs):

The Requirements of this section apply to discharges covered under the “Total Maximum Daily Loads for Total Phosphorus, Total Suspended Solids, and Fecal Coliform Milwaukee River Basin, Wisconsin” as approved by USEPA on March 9, 2018. The Permittee shall complete the following:

1. TMDL POLLUTANT LOAD REDUCTION EVALUATION FOR TSS AND TP:

The progress towards reducing TMDL pollutant loads shall be evaluated by the Permittee through modeling analysis, or through substantially similar or equivalent methods as approved by the Department. The results of the pollutant reduction evaluation shall be described in a report and submitted to the Department by March 31, 2023. The report must contain the following items:

- a) A map that identifies:
 - (1) The TMDL reachshed boundaries within the municipal boundary
 - (2) The MS4 drainage boundaries associated with each TMDL reachshed
 - (3) Identification of areas within the municipal boundary the permittee believes should be excluded from its analysis to show progress towards reducing TMDL pollutant loads
 - (4) Structural BMPs and associated drainage area for each BMP used for pollutant reduction.
- b) The associated area, in acres, for the lands identified in Section III. A.1.a (1) through (4).
- c) An explanation for why the the area identified in Section III. A.1.a (3) are to be excluded from analysis
- d) The methodology and rationale used to evaluate progress towards reducing TMDL pollutant loads
- e) For each reachshed, an estimate of the current pollutant loading without considering implementation of BMPs and an estimate of the current pollutant loadings considering BMP implementation. The difference between these two estimates is the existing load reduction. For privately owned BMPs, the permittee must have a maintenance agreement to count the load reduction.
- f) A comparison of the applicable TMDL WLA for each reachshed to the estimated pollutant loading with and without BMPs. The applicable TMDL reachshed reductions from the no controls condition are identified in Section VII.
- g) For each structural BMP, a tabular summary which identifies the type of BMP, area treated in acres, pollutant loading reduction efficiency, and documentation of the maintenance agreement for any private BMP.
- h) A description of the effectiveness of non-structural BMPs, if applicable, and the rationale for the selected approach.

- i) A narrative summarizing progress towards the applicable TMDL WLAs, and if applicable, existing TMDL benchmarks.
- j) If the permittee estimates that the TMDL WLAs are achieved with existing BMP implementation, the permittee must provide a statement supporting this conclusion.

2. WLA ATTAINMENT ANALYSIS:

The permittee shall complete an assessment of TSS and TP WLA attainment, including identifying information related to the type and extent of BMPs necessary to achieve the pollutant load reductions in the Milwaukee River Basin TMDL and the financial costs and other resources that may be associated with the implementation, operation and maintenance of BMPs. The results of the assessment must be submitted to the Department by September 30, 2023. The attainment analysis shall also include:

- a) A review of local development and redevelopment standards. This review shall evaluate historical development and redevelopment rates and the potential pollutant load reduction achieved in future years if more stringent pollutant reductions standards are adopted.

3. ESTABLISHMENT OF WLA BENCHMARKS FOR TSS AND TP

A TMDL pollutant reduction benchmark must be developed for TSS and TP where existing BMP implementation is not achieving the WLA. Updated pollutant benchmarks must be submitted by September 30, 2024. The submittal must include:

- a) The pollutant load reduction benchmark proposed to achieve additional progress towards the TMDL WLA during the next permit term.
- b) An explanation of the relationship between the TMDL WLA and the TMDL benchmark for each TMDL pollutant.
- c) A description of how SWMP implementation contributes to the overall reduction of the TMDL pollutants during the next permit term.
- d) Identification of additional BMPs or modified BMPs that will result in further reductions in the discharge of the applicable TMDL pollutants, including the rationale for proposing the BMPs.
- e) An estimate of current pollutant loading that reflect implementation of the current BMPs and the BMPs proposed to be implemented during the next permit term.

4. FECAL COLIFORM REDUCTION EFFORTS:

- a) Each permittee shall develop an action benchmark for bacteria for their Illicit Discharge Screening program as described in ~~Section H. D. 6.~~ By June 30, 2021.
- b) Fecal Coliform Inventory: By March 31, 2023, the permittee shall develop and submit to the Department an inventory of fecal coliform sources and a map indicating the locations of the potential sources of fecal coliform entering the MS4. The inventory shall be in tabular format and include a label code, location, description, and ownership of the source. The map shall identify the location of the sources by label code. The

inventory shall consider flow variation in its identification of sources. The inventory and map shall include the following sources:

- (1) Known or suspected leaking or failing septic systems
 - (2) Sanitary sewer overflow locations
 - (3) Livestock and domesticated animals housed or raised within the MS4 permitted area and discharging into the MS4, but not including household pets.
 - (4) Zoos, kennels, animal breeders, pet stores, and dog training facilities
 - (5) Waste hauling, storage, and transfer facilities
 - (6) Areas that attract congregations of nuisance urban birds and wildlife
 - (7) Known or suspected properties with inadequate food or organic waste handling or storage
 - (8) Composting sites or facilities
 - (9) Known or suspected areas with improper human sanitation use
 - (10) Any other source that the permittee identifies as discharging to the MS4.
- c) By September 30, 2023, the permittee shall develop and submit to the Department a fecal coliform source elimination plan. The plan shall include:
- (1) Prioritization of source removal with and explanation of the prioritization criteria. Prioritization criteria shall include, at a minimum, fecal coliform source, exposure risk, ease of removal, and cost.
 - (2) A description of the type and extent BMPs to be employed to address each source
 - (3) A cost estimate of BMP implementation, operation, and maintenance
 - (4) A schedule for implementation of the bacteria elimination plan that reflects expeditious reduction with specific actions or benchmarks identified to be implemented during the next permit term.
 - (5) BMPs identified may be structural, non-structural, targeted outreach, new or revised ordinances, new design criteria, or new plan review considerations, but the plan shall include rationale for using each BMP, the reasons selection of each BMP, and the expected result of BMP implementation.

B. INDIVIDUAL BENCHMARKS

The following requirements represent specific actions each permittee must complete. The requirements build upon the existing pollutant reductions and move the permittees towards achieving future load reduction goals. The requirements are individual in nature because each MS4 has its own pollutant reduction goals and associated plans for achieving the reductions. Where appropriate, completion of a benchmark may incorporate cooperative efforts with other entities regulated or not by this permit on the condition that requirements defined in section I.D.2. of this permit are upheld.

The permittee shall achieve the following benchmarks applicable to their MS4. All benchmarks shall be completed by the end of the permit term unless specified sooner.

1. The City of Brookfield shall:

- a) Implement control measures identified in its January 8, 2018 SWMP as development and redevelopment occurs.

- b) Develop and execute a study to determine the impacts of sediment removal in four storm water ponds. The findings shall be incorporated into the Post-Construction program through the adaptive management process.
- 2. The **Village of Butler** shall:
 - a) Complete at least two water quantity or quality projects. At least one project must be within the Village limits.
- 3. The **Village of Elm Grove** shall:
 - a) Complete the Tonawanda Wetland Restoration project
 - b) Complete one project which replaces curb and gutter drainage with grassed swale drainage.
- 4. The **Village of Germantown** shall:
 - a) By, September 30, 2021, develop an enhanced pond maintenance program. The program shall:
 - (1) Develop and implement a system for evaluating and maintaining storm water ponds within the Village. The system shall include evaluation criteria to be used during inspections, criteria which inspection results will be compared to for determining maintenance needs, and prioritization criteria for determining which ponds receive maintenance beyond routine maintenance.
 - (2) Provide maintenance when inspections identify deficiencies with the structure. The prioritization criteria may be used if multiple structures need maintenance to target the highest need structures.
 - (3) Evaluate all ponds by permit expiration.
 - (4) Evaluate ponds for retrofit potential. If a pond is identified as a retrofit site, it shall be included in the WLA Attainment Assessment under Section A.2.
 - b) Utilize the 10-year Road Capital Improvement Project program to reduce impervious pavement.
 - (1) By September 30, 2021, develop Criteria for roadway evaluation which will be used to identify planned road projects which can reduce impervious area.
 - (2) Roadways which can reduce impervious area after reconstruction shall be included in the WLA Attainment Assessment under Section A.2
 - c) Complete one green infrastructure project within the Village.
- 5. The **City of Greenfield** shall:
 - a) Update the City's storm water website to provide additional educational material and promote usage of rain barrels.
 - b) Develop a partnership between the local schools and parks to provide education on storm water management to students.

- c) Coordinate education and outreach with planned illicit discharge screening to supply educational material to residents and businesses tributary to the screening locations. The coordinated education shall begin March 31, 2022.
 - d) Develop or update storm water pollution prevention plans for public works yards by December 31, 2020.
 - e) Complete two storm water quality projects within the City's MS4 boundary.
6. The **Village of Menomonee Falls** shall:
- a) Complete three storm water quantity or quality projects. One project must be water quality related and be completed within the Village's MS4 boundary.
 - b) Revise the municipal street sweeping program by March 31, 2022. The Program shall:
 - (1) Update and implement the street sweeping program to more effectively remove pollutants.
 - (2) Develop a coordinated leaf collection and street sweeping program.
 - c) Clean all catch basins at least once per year beginning January 1, 2021.
 - d) Develop a Storm Water Pollution Prevention Plan for the new public works facility by December 31, 2020.
 - e) Inspect stormwater outfalls in accordance with Section II. D.
7. The **City of Milwaukee** shall:
- a) Update the storm water management website and provide additional educational material.
 - b) Install BMPs to provide treatment for an additional 275,000 gallons annually. The quantity can be achieved on an average basis over the permit term. The City shall provide a summary of progress with each annual report.
 - c) Update storm water pollution prevention plan inspection procedures. Procedures shall be updated by March 31, 2021.
8. **Milwaukee County** shall:
- a) Install BMPs to provide treatment for an additional 5,000,000 gallons of storm water over the course of the permit term.
 - b) Coordinate one storm water workshop as part of the education and outreach program. The workshop shall focus on one of the pollution prevention activities under Section II.G.
 - c) Develop and Execute one pilot project which evaluates an innovative BMP design or innovative contracting mechanism for storm water related services.
9. The **City of West Allis** shall:
- a) Continue to promote and subsidize the sale of rain barrels within the City's MS4 boundary.

- b) Develop and implement a green infrastructure plan for City parking lots. The City shall implement green infrastructure on three lots during the permit term.
- c) Review existing development ordinances and study feasibility of creating requirements above the existing minimum requirements. This can include new design standards or TMDL performance standards.

10. The **Village of West Milwaukee** shall:

- a) Install two storm water quality improvement projects during the permit term.

11. The **City of Wauwatosa** shall:

- a) Install BMPs which will provide treatment for an additional 400,000 gallons of storm water during the permit term.

IV. IMPLEMENTATION SCHEDULE

A. ALL PERMITTEES:

The permittees shall comply with the specific permit conditions contained in Permit Sections II and III according to the schedules in Table 3. All permittees shall begin implementing any updates to their storm water management programs no later than March 31, 2022. Required reports and permit compliance documents shall be submitted electronically through the Department's electronic reporting system.

Note: The Department's electronic reporting system is Internet-based and available at: <https://dnr.wi.gov/permits/water/>. Municipal storm water permit eReporting information and user support tools can be found at: <https://dnr.wi.gov/topic/stormwater/municipal/eReporting.html>

Table 3: Implementation Schedule for Permit Requirements

PERMIT SECTION	ACTIVITY	COMPLIANCE DATE	COMMENTS
Section I.H.1	Identify discharges to an impaired waterbody.	12 months after 303(d) list is updated.	All permittees
Section II	Submit written Storm Water Management Program document updates and begin implementation.	March 31, 2022	All permittees
Section II.B.1. (b)	Individual Education and Outreach – Submit prioritized education needs based upon survey results.	September 30, 2021	All permittees (excluding Milwaukee County)
Section II.B.2. (a)	Individual Education and Outreach – Complete targeted education and outreach for one high priority education need.	September 30, 2023	All permittees (excluding Milwaukee County)
Section II.B.2. (c)	Individual Education and Outreach – Submit results of education effort and planned future efforts with permit application.	September 30, 2024	All permittees (excluding Milwaukee County)
Section II.D.4	Illicit Discharge Detection and Elimination- Submit Enforcement response plan.	March 31, 2022	All permittees (excluding Milwaukee County)
Section II.E.3	Construction Site Pollutant Control – Conduct inspections according to the specified frequency.	April 1, 2021	All permittees
Section II.F.4	Post-Construction Storm Water Management – Remove barriers to green infrastructure.	March 31, 2022, and 18 months after barrier identification	All permittees
Section II.G.1.b	Pollution Prevention – Calibrate salt application machinery.	Annually beginning November 2020.	All permittees
Section II.G.1.c	Pollution Prevention – Provide salt application training.	Every other year	All permittees

Section II.G.4.d	Leaf Management – Submit the BMPs the permittee will employ to reduce nutrient loading from leaves.	March 31, 2023	All permittees
Section II.G.5.a	Pollution Prevention – Submit storm water pollution prevention plans (SWPPP) for all sites without a current SWPPP.	December 31, 2020	All permittees
Section II.K	Submit Annual Report	March 31 of each year reporting on previous calendar year	All permittees
Section II.L	Submit Permit Application	September 30, 2024	All permittees
Section III.A.1	Total Maximum Daily Load—Submit pollutant reduction analysis report.	March 31, 2023	All Permittees
Section III.A.2	Total Maximum Daily Load—Submit wasteload allocation attainment analysis.	September 30, 2023	All Permittees
Section III.A.3	Total Maximum Daily Load—Submit TSS and TP benchmarks for the next permit term.	September 30, 2024	All Permittees
Section III.A.4 (a)	Total Maximum Daily Load—Develop bacteria action level for illicit discharge screening.	June 30, 2021	All Permittees
Section III.A.4 (b)	Total Maximum Daily Load—Submit fecal coliform source inventory.	March 31, 2023	All Permittees
Section III.A.4 (c)	Total Maximum Daily Load—Submit fecal coliform source elimination plan.	September 30, 2023	All Permittees

B. INDIVIDUAL CONDITIONS:

Each Permittee shall complete their individual benchmarks identified in Section III. B. by the end of the permit, March 31, 2025, unless otherwise specified in Table 3.

Table 3: Individual Benchmark Schedule

PERMITTEE	ACTIVITY	COMPLIANCE DATE	PERMIT SECTION
All Permittees	Complete all individual benchmarks.	March 31, 2025	Section III.B
Village of Germantown	Develop storm water pond maintenance program.	September 30, 2022	Section III.B.4.(a)
Village of Germantown	Develop roadway evaluation criteria for future stormwater projects.	September 30, 2021	Section III.B.4.(b)

City of Greenfield	Coordinate Public Education and Outreach with Illicit Discharge Screening.	March 31, 2022	Section II.B.5. (c)
City of Greenfield	Develop or update all SWPPPs.	December 31, 2020	Section II.B.5. (d)
Village of Menomonee Falls	Update municipal street sweeping program.	March 31, 2022	Section II.B.6. (b)
Village of Menomonee Falls	Clean all catch basins annually.	Beginning 2021, annually thereafter	Section II.B.6. (c)
Village of Menomonee Falls	Develop SWPPP for new public works facility.	December 31, 2020	Section II.B.6. (d)
City of Milwaukee	Update SWPPP inspection procedures.	March 31, 2021	Section II.B.7. (c)

V. STANDARD CONDITIONS

The conditions in s. NR 205.07(1) and (3), Wis. Adm. Code, are incorporated by reference in this permit. The Menomonee River Watershed Permittees shall meet these requirements. Some of these requirements are outlined below in paragraph A. through R. Requirements not specifically outlined below can be found in s. NR 205.07(1) and (3), Wis. Adm. Code.

A. DUTY TO COMPLY:

The municipalities shall comply with all conditions of the permit. Any permit noncompliance is a violation of the permit and is grounds for enforcement action, permit revocation or modification, or denial of a permit reissuance application.

B. COMPLIANCE SCHEDULES:

Reports of compliance or noncompliance with interim and final requirements contained in any compliance schedule of the permit shall be submitted in writing within 14 days after the schedule date, except that progress reports shall be submitted in writing on or before each schedule date for each report. Any report of noncompliance shall include the cause of noncompliance, a description of remedial actions taken, and an estimate of the effect of the noncompliance on the municipality's ability to meet the remaining schedule dates.

C. NONCOMPLIANCE NOTIFICATION:

1. Upon becoming aware of any permit noncompliance that may endanger public health or the environment, each municipality shall report this information by a telephone call to the Department within 24 hours. A written report describing the noncompliance shall be submitted to the Department within 5 days after the municipality became aware of the noncompliance. The Department may waive the written report on a case-by-case basis based on the oral report received within 24 hours. The written report shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and if the noncompliance has not been corrected, the length of time it is expected to continue.
2. Reports of any other noncompliance not covered under General Condition's B, C.1, or E shall be submitted with the annual report. The reports shall contain all the information listed in General Condition C.1.

D. DUTY TO MITIGATE

Each municipality shall take all reasonable steps to minimize or prevent any adverse impact on the waters of the state resulting from noncompliance with the permit.

E. SPILL REPORTING

The permittee shall immediately notify the Department, in accordance with s. 292.11(2)(a), Wis. Stats., which requires any person who possesses or controls a hazardous substance or who causes the discharge of a hazardous substance to notify the DNR immediately of any discharge not authorized by the permit. The discharge of a hazardous substance that is not authorized by

this permit or that violates this permit may be a hazardous substance spill. To report a hazardous substance spill, call the DNR's 24-hour HOTLINE at 1-800-943-0003.

Note: For details on state and federal reportable quantities, visit:
<https://dnr.wi.gov/topic/Spills/define.html>

F. PROPER OPERATION AND MAINTENANCE:

The Permittee shall at all times properly operate and maintain all facilities and systems of treatment and control which are installed or used by the municipality to achieve compliance with the conditions of the permit and the storm water management program. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with conditions of this permit.

G. BYPASS:

The Permittee may temporarily bypass storm water treatment facilities if necessary for maintenance, or due to runoff from a storm event which exceeds the design capacity of the treatment facility, or during an emergency.

H. DUTY TO HALT OR REDUCE ACTIVITY:

Upon failure or impairment of best management practices identified in the storm water management program, each municipality shall, to the extent practicable and necessary to maintain permit compliance, modify or curtail operations until the best management practices are restored, or an alternative method of storm water pollution control is provided.

I. REMOVED SUBSTANCES:

Solids, sludges, filter backwash or other pollutants removed from or resulting from treatment or control of storm water shall be stored and disposed of in a manner to prevent any pollutant from the materials from entering the waters of the state, and to comply with all applicable Federal, State, and Local regulations.

J. ADDITIONAL MONITORING:

If a municipality monitors any pollutant more frequently than required by the permit, the results of that monitoring shall be recorded and reported in accordance with this chapter. Results of this additional monitoring shall be included in the calculation and reporting of the data submitted in the annual report.

K. INSPECTION AND ENTRY:

Each municipality shall allow an authorized representative of the Department, upon the presentation of credentials, to:

1. Enter upon the municipal premises where a regulated facility or activity is located or conducted, or where records are required under the conditions of the permit.
2. Have access to and copy, at reasonable times, any records that are required under the conditions of the permit.

3. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under the permit.
4. Sample or monitor at reasonable times, for the purposes of assuring permit compliance, any substances or parameters at any location.

L. DUTY TO PROVIDE INFORMATION:

Each municipality shall furnish the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking or reissuing the permit or to determine compliance with the permit. Each municipality shall also furnish the Department, upon request, copies of records required to be kept by the municipality.

M. PROPERTY RIGHTS:

The permit does not convey any property rights of any sort, or any exclusive privilege. The permit does not authorize any injury or damage to private property or an invasion of personal rights, or any infringement of federal, state or local laws or regulations.

N. DUTY TO REAPPLY:

If any of the Menomonee River Watershed Permittees wish to continue an activity regulated by the permit after the expiration date of the permit, the municipality shall apply for a new permit at least 180 days prior to the expiration date of the permit. If a timely and complete application for a new permit is filed and the permit is not reissued by the time the existing permit expires, the existing permit remains in effect until the application is acted upon.

O. OTHER INFORMATION:

Where a municipality becomes aware that it failed to submit any relevant facts in a permit application or submitted incorrect information in a permit application or in any report to the department, it shall promptly submit such facts or correct information to the department.

P. RECORDS RETENTION:

Each municipality shall retain records of all monitoring information, copies of all reports required by the permit, and records of all data used to complete the application for the permit for a period of at least 5 years from the date of the sample, measurement, report or application. The Department may request that this period be extended by issuing a public notice to modify the permit to extend this period.

Q. PERMIT ACTIONS:

As provided in s. 283.53, Wis. Stats., after notice and opportunity for a hearing the permit may be modified or revoked and reissued for cause. If a municipality files a request for a permit modification, revocation or reissuance, or a notification of planned changes or anticipated noncompliance, this action by itself does not relieve the municipalities of any permit condition.

R. SIGNATORY REQUIREMENT:

All applications, reports or information submitted to the Department shall be signed for by a ranking elected official, or other person authorized by them who has responsibility for the overall operation of the municipal separate storm sewer system and storm water management program activities regulated by the permit. The representative shall certify that the information

was gathered and prepared under their supervision and based on inquiry of the people directly under their supervision that, to the best of their knowledge, the information is true, accurate, and complete.

S. ENFORCEMENT ACTION:

The Department is authorized under s. 283.89 and 283.91, Wis. Stats., to use citations or referrals to the Department of Justice to enforce the conditions of this permit. Violation of a condition of this permit is subject to a fine of up to \$10,000 per day of violation.

T. ATTAINMENT OF WATER QUALITY STANDARDS AFTER AUTHORIZATION:

Except for situations where a TMDL has been approved by US EPA during the permit term, at any time after authorization, the Department may determine that the discharge of storm water from a permittee's MS4 may cause, have the reasonable potential to cause, or contribute to an excursion of any applicable water quality standard. If such determination is made, the Department may require the permittee to do one of the following:

1. Develop and implement an action plan to address the identified water quality concern to the satisfaction of the Department.
2. Submit valid and verifiable data and information that are representative of ambient conditions to demonstrate to the Department that the receiving water or groundwater is attaining the water quality standard.

VI. DEFINITIONS

Definitions for some of the terms found in this permit are as follows:

- A. Department** means the Wisconsin Department of Natural Resources.
- B. Development** means residential, commercial, industrial and institutional land uses and associated roads.
- C. Erosion** means the process by which the land's surface is worn away by the action of wind, water, ice or gravity.
- D. Hazardous substance** means any substance or combination of substances including any waste of a solid, semisolid, liquid or gaseous form which may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or which may pose a substantial present or potential hazard to human health or the environment because of its quantity, concentration or physical, chemical or infectious characteristics. This term includes, but is not limited to, substances which are toxic, corrosive, flammable, irritants, strong sensitizers or explosives as determined by the Department.
- E. Illicit connection** means any man-made conveyance connecting an illicit discharge to a municipal separate storm sewer system.
- F. Illicit discharge** means any discharge to a municipal separate storm sewer system that is not composed entirely of storm water except discharges authorized by a WPDES permit or other discharge not requiring a WPDES permit such as landscape irrigation, individual residential car washing, firefighting, diverted stream flows, uncontaminated groundwater infiltration, uncontaminated pumped groundwater, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, lawn watering, flows from riparian habitats and wetlands, and similar discharges. However, the occurrence of a discharge listed above may be considered an illicit discharge on a case-by-case basis if the permittee or the Department identifies it as a significant source of a pollutant to waters of the state.
- G. Impaired water** means a waterbody impaired in whole or in part and listed by the Department pursuant to 33 USC § 1313(d)(1)(A) and 40 CFR 130.7, for not meeting a water quality standard, including a water quality standard for a specific substance or the waterbody's designated use.
- H. Infiltration** means the entry and movement of precipitation or runoff into or through soil.
- I. Jurisdiction** means the area where the permittee has authority to enforce its ordinances or otherwise has authority to exercise control over a particular activity of concern.
- J. Land disturbing construction activity** means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover that may result in storm water runoff and lead to increased soil erosion and movement of sediment

into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.

K. Maximum Extent Practicable has the meaning given it in s. NR 151.002(25), Wis. Adm. Code.

L. Major outfall means a municipal separate storm sewer outfall that meets one of the following criteria:

1. A single pipe with an inside diameter of 36 inches or more, or from an equivalent conveyance (cross sectional area of 1,018 square inches) which is associated with a drainage area of more than 50 acres.
2. A municipal separate storm sewer system that receives storm water runoff from lands zoned for industrial activity that is associated with a drainage area of more than 2 acres or from other lands with 2 or more acres of industrial activity, but not land zoned for industrial activity that does not have any industrial activity present.

M. Municipality means any city, town, village, county, county utility district, town sanitary district, town utility district, school district or metropolitan sewage district or any other public entity created pursuant to law and having authority to collect, treat or dispose of sewage, industrial wastes, storm water or other wastes.

N. Municipality Operated BMP means a structural storm water management practice or BMP which is not owned by the Municipality which the municipality has a maintenance agreement with the owner and takes credit for pollutants removed from the BMP.

O. Municipal Separate Storm Sewer System or MS4 means a conveyance or system of conveyances including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, constructed channels or storm drains, which meets all of the following criteria:

1. Owned or operated by a municipality.
2. Designed or used for collecting or conveying storm water.
3. Which is not a combined sewer conveying both sanitary and storm water.
4. Which is not part of a publicly owned wastewater treatment works that provides secondary or more stringent treatment

P. New MS4 discharge of a pollutant means an MS4 discharge that would first occur after the permittee's original date of initial coverage under an MS4 permit to a surface water to which the MS4 did not previously discharge storm water, and does not include an increase in an MS4's discharge to a surface water to which the MS4 discharged on or before coverage under this permit.

- Q. Outfall** means the point at which storm water is discharged to waters of the state or to a storm sewer (e.g., leaves one municipality and enters another).
- R. Permittee** means a person who has applied for and received WPDES permit coverage for storm water discharge. For the purposes of this permit, permittee is the owner or operator of a municipal separate storm sewer system authorized to discharge storm water into waters of the state.
- S. Permitted area** means the areas of land under the jurisdiction of the permittee that drains into a municipal separate storm sewer system, which is regulated under a permit issued pursuant to Subch. I of NR 216, Wis. Adm. Code
- T. Pollutants of concern** means a pollutant that is causing impairment of a waterbody.
- U. Reach** means a specific stream segment, lake or reservoir as identified in a TMDL.
- V. Reachshed** means the drainage area contributing runoff to a given reach.
- W. Redevelopment** means areas where development is replacing older development.
- X. Riparian landowners** are the owners of lands bordering lakes and rivers.
- Y. Sediment** means settleable solid material that is transported by runoff, suspended within runoff or deposited by runoff away from its original location.
- Z. Start Date** is the date of permit coverage under this permit, which is specified in the Department letter authorizing coverage.
- AA. Storm water management practice or Best Management Practice (BMP)** means structural or non-structural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in stormwater runoff to waters of the state.
- BB. Storm Water Pollution Prevention Plan or SWPPP** refers to the development of a site-specific plan that describes the measures and controls that will be used to prevent and/or minimize pollution of storm water.
- CC. Total maximum daily load or TMDL** means the amount of pollutants specified as a function of one or more water quality parameters, that can be discharged per day into a water quality limited segment and still ensure attainment of the applicable water quality standard.
- DD. Urbanized area** means a place and the adjacent densely settled surrounding territory that together have a minimum population of 50,000 people, as determined by the U.S. bureau of the census based on the latest decennial federal census.

EE. Wasteload Allocation or WLA means the allocation resulting from the process of distributing or apportioning the total maximum daily load to each individual point source discharge.

FF. Waters of the State has the meaning given it in s. 283.01(20), Wis. Stats.

GG. WPDES permit means a Wisconsin Pollutant Discharge Elimination System permit issued pursuant to ch. 283, Wis. Stats.

VII. TSS AND TP WASTELOAD ALLOCATIONS

The following tables identifies the total suspended solids (TSS) and total phosphorus (TP) reduction goals for each reachshed identified in the “Total Maximum Daily Loads for Total Phosphorus, Total Suspended Solids, and Fecal Coliform Milwaukee River Basin, Wisconsin” Report. The values represent the load reductions required from a no-controls scenario.

Table 1: Kinnickinnic River Basin

Reachshed (TMDL Subbasin)	Waterbody Name	Waterbody Extents	TSS % Reduction from No-controls	TP % Reduction from No- controls
KK-1	Lyons Park Creek	Entire Length	78.4%	68.1%
KK-2	Kinnickinnic River	From Wilson Park Creek to Lyons Park Creek	77.6%	68.1%
KK-3	South 43rd St. Ditch	Entire Length	76.8%	78.7%
KK-4	Edgerton Channel, Wilson Park Creek, Villa Mann Creek	Entire Length	84.0%	89.4%
KK-5	Holmes Avenue Creek	Entire Length	80.0%	78.7%
KK-6	Cherokee Park Creek	Entire Length	77.6%	69.0%
KK-7	Kinnickinnic River	Estuary to Wilson Park Creek	75.2%	45.0%

Table 2: Menomonee River Basin

Reachshed (TMDL Subbasin)	Waterbody Name	Waterbody Extents	TSS % Reduction from No-controls	TP % Reduction from No- controls
MN-1	Menomonee River	From Nor-X-Way Channel to Headwaters	66.4%	63.6%
MN-2	Goldendale Creek	Entire Length	63.2%	47.7%
MN-3	West Branch Menomonee River	Entire Length	65.6%	60.1%
MN-4	Willow Creek	Entire Length	64.0%	51.2%
MN-5	Nor-X-Way Channel	Entire Length	70.4%	72.5%
MN-6	Menomonee River and Dretzka Park Creek	From Little Menomonee River to Nor-X-Way Channel	73.6%	69.0%

Reachshed (TMDL Subbasin)	Waterbody Name	Waterbody Extents	TSS % Reduction from No-controls	TP % Reduction from No- controls
MN-7	Lilly Creek	Entire Length	70.4%	64.5%
MN-8	Butler Ditch	Entire Length	69.6%	58.3%
MN-9	Little Menomonee River	Entire Length	70.4%	64.5%
MN-10	Menomonee River	From Underwood Creek to Little Menomonee River	67.2%	31.7%
MN-11	Underwood Creek and Dousman Ditch	From South Branch Underwood Creek to Headwaters	72.0%	62.7%
MN-12	Underwood Creek	From Menomonee River to South Branch Underwood Creek	80.0%	76.1%
MN-13	South Branch Underwood Creek	Entire Length	76.8%	69.8%
MN-14	Menomonee River	From Honey Creek to Underwood Creek	64.8%	49.4%
MN-15	Honey Creek	Entire Length	73.6%	67.2%
MN-16	Menomonee River	From Estuary to Honey Creek	72.0%	49.4%

Table 3: Milwaukee River Basin

Reachshed (TMDL Subbasin)	Waterbody Name	Waterbody Extents	TSS % Reduction from No-controls	TP % Reduction from No- controls
MI-1	Upper Milwaukee River	From Campbellsport to Headwaters	**	**
MI-2	Upper Milwaukee River	From Kewaskum To Campbellsport and Auburn	73.6%	71.6%
MI-3	West Branch Milwaukee River	Entire Length	77.6%	48.6%
MI-4	Kewaskum Creek	Entire Length	76.8%	55.7%
MI-5	Watercress Creek and East Branch Milwaukee River	Entire Length	73.6%	51.2%
MI-6	Quass Creek and Milwaukee River	Near West Bend	73.6%	86.7%

Reachshed (TMDL Subbasin)	Waterbody Name	Waterbody Extents	TSS % Reduction from No-controls	TP % Reduction from No- controls
MI-7	Myra Creek and Milwaukee River	From North Branch Milwaukee River to West Bend	79.2%	67.2%
MI-8	North Branch Milwaukee River	from Adell Tributary to Headwaters	**	**
MI-9	Adell Tributary	Entire Length	**	**
MI-10	Chambers Creek, Batavia Creek, and North Branch Milwaukee River	Near Sherman	**	**
MI-11	Melius Creek	Entire Length	**	**
MI-12	Mink Creek	Entire Length	**	**
MI-13	Stony Creek, Wallace Creek, and North Branch Milwaukee River	Near Farmington	74.4%	46.8%
MI-14	Silver Creek	Entire Length	**	**
MI-15	Milwaukee River	Near Fredonia	**	**
MI-16	Milwaukee River	Near Saukville	75.2%	77.8%
MI-17	Milwaukee River	From Cedar Creek to Saukville	76.0%	83.1%
MI-18	Cedar Creek	From Jackson Creek to Headwaters	76.8%	71.6%
MI-19	Lehner Creek	Entire Length	77.6%	61.0%
MI-20	Jackson Creek	Entire Length	80.8%	77.8%
MI-21	Little Cedar Creek	Entire Length	80.8%	77.8%
MI-22	Cedar Creek	Near Jackson	76.8%	54.8%
MI-23	Evergreen Creek	Near Jackson	79.2%	53.0%
MI-24	North Branch Cedar Creek and Cedar Creek	From Milwaukee River to Myra Creek	73.6%	79.6%
MI-25	Milwaukee River	From Pigeon Creek to Cedar Creek	81.6%	43.2%
MI-26	Pigeon Creek	Entire Length	90.4%	88.5%
MI-27	Milwaukee River	From Lincoln Creek to Pigeon Creek	72.8%	53.9%
MI-28	Beaver Creek	Entire Length	72.8%	88.5%

Reachshed (TMDL Subbasin)	Waterbody Name	Waterbody Extents	TSS % Reduction from No-controls	TP % Reduction from No- controls
MI-29	South Branch Creek	Entire Length	71.2%	87.6%
MI-30	Indian Creek	Entire Length	65.6%	76.1%
MI-31	Lincoln Creek	Entire Length	71.2%	85.8%
MI-32	Milwaukee River	From Estuary to Lincoln Creek	58.4%	23.7%

Note: **The TMDL did not assign a percent reduction for these reachsheds because modeling indicated that there is no direct MS4 discharge to this subbasin. If more detailed analysis conducted by the permittee indicates the presence of an MS4 discharge, contact your DNR storm water engineer or specialist for more information on how best to proceed.

The background of the entire page is a photograph of the Municipal Center of Germantown, Wisconsin. The building is a large, two-story structure with a red roof and white siding. In the foreground, there is a stone sign that reads "MUNICIPAL CENTER" with arrows pointing to the "LIBRARY" and "VILLAGE HALL". Several flagpoles with flags (American, Wisconsin, and a local flag) are visible in front of the building. The sky is blue with some clouds.

WISCONSIN POLLUTION DISCHARGE ELIMINATION SYSTEM 5 YEAR PERMIT RENEWAL

Prepared by GRAEF for the Village of Germantown, Wisconsin

Mike Paulos PE

Market Area Leader - Municipal | Principal

michael.paulos@graef-usa.com



275 West Wisconsin Avenue

Suite 300

Milwaukee, WI 53203

414 / 259 1500

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May 10, 2024

Mr. Kevin Driscoll
Village Engineer, Village of Germantown
N112 W17001 Mequon Rd.
P.O. Box 337
Germantown, Wisconsin 53022-0337
Phone: (262) 250-4721

RE: Request for Proposal WPDES 5yr Permit Renewal Project #2410

Mr. Driscoll,

We are pleased to present this proposal offering consulting services for the Village of Germantown WPDES 5yr Permit Renewal Project #2410. Through our current municipal services agreement, our team has been assisting the Village in achieving compliance with their current MS4 permit. Through our municipal services agreement, our team has been assisting the Village in achieving compliance with their current MS4 permit. Examples of recent MS4 services included Waste Load Allocation Attainment Analysis, Fecal Bacteria Elimination Plan development, and refinement of Best Management Practice commitments in an effort to minimize the Village's economic exposure. In 2024, GRAEF completed the inspection of 25 ponds within the Village and provided WDNR compliant inspection reports in both geo-referenced and PDF formats, and recommended maintenance and remedial actions. In 2021, in concert with Ruekert-Mielke, GRAEF completed updates to the Village's Stormwater Management Plan including the Wisconsin Urban Nonpoint Source Water Pollution Management Grant Program for TMDL Storm Water Planning Report. We are excited about the opportunity to collaborate with the Village of Germantown on this important project once again.

It is our understanding that the nature of the Project is to perform assist the Village in renewing coverage with under a Wisconsin Department of Natural Resources MS4 permit. For this Project, GRAEF proposes to provide the following Basic Services as directed by the Village Engineer, in accordance with the schedule outlined in the RFP.

- Meetings with Village Staff
- Meeting with Menomonee River Watershed Group
- Review Existing Village Permit
- Draft Preliminary Permit Documentation
- Finalize Permit Documentation, following Village Staff Review

Enclosed, please find our proposal, which outlines our relevant experience and qualifications for this project. We are confident that our team's expertise and commitment to excellence make us an ideal partner for this endeavor.

We look forward to the opportunity to contribute to the success of this project and to further discuss how our firm can assist the Village of Germantown in achieving its objectives for the Permit Renewal Project.

Respectfully,

Michael N. Paulos PE, CDT, LEED AP
Principal-In-Charge
414 / 266 9086
mike.paulos@graef-usa.com

Joy Corona PE, CFM
Project Manager
414 / 266 9021
joy.corona@graef-usa.com

OUR CORE PURPOSE

To improve the physical environment for the benefit of society in a sustainable manner.

GRAEF is a multi-discipline planning, design, and engineering firm dedicated to serving public and private clients throughout the United States. For over 60 years, our ability to excel has been driven by integrity, quality, and our commitment to customer service. GRAEF began as an individual partnership structural engineering firm in 1961.

Today, with nearly 300 employees in ten offices in the Midwest, Florida, and Turks and Caicos Islands, GRAEF offers our clients a full range of consulting services.

GRAEF is ranked #369 in Engineering News-Record (ENR) Top 500 Largest Design Firms and is ranked #36 in Building Design + Construction's (BD+C) list of the nation's Top Engineering-Architecture firms.

WE PROVIDE QUALITY CONSULTING SERVICES IN:

Site/Civil Engineering
Environmental Engineering
Surveying and Field Services
Sustainable Design
Municipal Engineering
Stormwater Design and Review

Structural Engineering
Parking Consulting
Landscape Architecture
Urban Design
Traffic/Transportation Engineering

Planning
Mechanical Engineering
Electrical Engineering
Plumbing and Fire Protection Engineering
Commissioning



MUNICIPAL ENGINEERING

GRAEF HAS ASSISTED CLIENTS IN THE AREA OF MUNICIPAL SERVICES **SINCE 1961.**

Our extensive experience working with governmental agencies including federal, state, county, city, village and township can be of great importance to your community.

GRAEF has organized and hosted the Association of Metropolitan Milwaukee Area Public Works Administrators & Engineers for over 30 years.

Our municipal engineering team has the expertise and experience needed to provide the innovative and cost-effective solutions demanded in today's marketplace.

GRAEF's municipal engineering team is also committed to sustainable design principles, providing specialized services for the design of green infrastructure, stormwater management, best management practices, master planning and reuse/recycling. We have over 30 LEED Accredited professionals ready to help you achieve your project goals.

Our Wisconsin client roster includes: City of Greenfield, City of Franklin, Village of Germantown, City of Wauwatosa, City of Greenfield, Village of Hales Corners, City of St. Francis, City of West Allis, City of Brookfield, City of Mequon, Village of Elm Grove, Town of Salem, Village of Jackson, Village of Pewaukee, Town of Richfield, Washington County, Towns of Trenton, City of Muskego, City of New Berlin, Village of Caledonia, Village of Newburg, City of Port Washington, Village of Howard, City of Marion, among others.

OUR PROJECT EXPERIENCE IS BROAD.

Services for municipal engineering including permit review (including stormwater management, soil erosion sediment control, environmental and specifications), construction management and resident engineering and construction inspection, as-built compliance, drainage and flood control projects, stormwater management plans and MS4 compliance, roadways, site design and planning, landscape architecture, asset management, bicycle/pedestrian, parkways, planning, environmental studies, wastewater conveyance, water supply / storage and distribution, municipal facility design, surveying, GIS, zoning and annexation support and more.

BEST MANAGEMENT PRACTICE

INSPECTION AND COMPLIANCE

GRAEF has extensive experience completing Stormwater Best Management Practice (BMP) inspections and recertifications for WI Chapter NR151 compliance for both publicly and privately owned infrastructure. Our inspection experience encompasses a wide variety of BMP facilities including wet ponds, dry ponds, bioretention and infiltration areas, rain gardens, green roofs, permeable pavement, underground tank/pipe storage, catch basins, oil-water separators, and more.

Maintaining a BMP is essential to ensure its long-term function and intended water quality benefits. Regular inspections can identify routine maintenance needs, thus minimizing the potential for more costly retrofits in the future. GRAEF offers a wide array of services to ensure that BMPs are operating optimally and are maintaining compliance with state and local regulations, irrespective of the size and complexity of the practice.

Our services include, but are not limited to, the following:

- Perform site inspections and evaluations per applicable regulatory criteria, including identification of permanent pool depths and sediment accumulation.
- Provide inspection summary of findings and recommendations. Data can be provided in a traditional written format or can be provided in a GIS-based format for use on your own GIS platform or through GRAEF's InfiniteGIS platform.
- Prepare maintenance needs assessment including plan preparation, if warranted. Assist in contractor selection and as-built verification.
- Assist with obtaining and maintaining compliance with WDNR permits.
 - Obtaining copies of approved stormwater management plans (SWMP) and related documentation, including Maintenance Agreements.
 - Reviewing SWMP and Maintenance Agreement obligations.
 - Preparing or revising SWMP and Maintenance Agreements, as appropriate.
 - Submitting BMP Inspection Reports to the regulatory agency for review and approval.

OUR CLIENT ROSTER INCLUDES:

- The Shoppes at Fox River
- Fountain Square
- Penske Truck Leasing
- Badar Philanthropies
- Mid-American Real Estate
- KDV Label Company
- US Bank
- Wacker Neuson America Corp.
- Village of Germantown
- Wisconsin Lutheran College
- Homestead High School
- MATC
- Marquette University
- UWM Innovation Campus
- Prohealth Clinic (PHC)
- Ascension Columbia St. Mary's Hospital
- Froedtert Memorial Hospital
- Milwaukee Regional Medical Center

FIRM RESUME



VILLAGE OF GERMANTOWN ONGOING MUNICIPAL ENGINEERING SERVICES

GERMANTOWN, WI

FOR OVER 23 YEARS, GRAEF HAS BEEN PROVIDING ENGINEERING SERVICES TO THE VILLAGE OF GERMANTOWN ON A VARIETY OF DESIGN AND CONSTRUCTION MANAGEMENT PROJECTS, AND HAS BEEN THE VILLAGE ENGINEER SINCE 2019. DESIGNS RANGE FROM STORMWATER MANAGEMENT PLAN UPDATES TO MS4 UTILITY PERMIT REVIEW. ADDITIONAL PROJECTS INCLUDE THE GERMANTOWN COMPREHENSIVE PLAN AND TRAIL MASTER PLAN, AS WELL AS THE FULL-SERVICE DESIGN OF A NEW DEPARTMENT OF PUBLIC WORKS BUILDING.

The Village also requested staff for on-call design services. Representative projects include:

- Stormwater Management Plan Update
- Utility Permits, MS4 Permit
- Well Permitting Program
- Utility Map Updates
- Private Property Infiltration and Inflow Program & Construction Work Plan
- General Engineering Services
- Department of Public Works Building Programming Phase & Construction Administration Phase
- Wetland Investigations
- Appleton Avenue Water Extension
- Survey, Construction Staking, & Utility Mapping
- Donges Bay Road Culvert Replacement
- Pioneer Road Bridge Inspection & Load Rating
- North Grace Way Construction
- Lilac Lane Bridge Inspection & Load Rating
- Freistadt/Maple Intersection Improvements & Traffic Signals
- TID 6 Traffic Impact Study
- Comprehensive Plan 2050
- Germantown Comprehensive Outdoor Recreation Plan - Parts 1 & 2
- Road Program
- WI Roads Aid Program
- Kinderbrook Estates
- Private Water Main Locates
- TID 3 Drainage Study
- Concord Drainage
- 5 year CIP
- Wendy Lane Water Main
- Freistadt and Division W&S
- Elm Lane Staking
- TID 8 Holy Hill Inspection
- Building Assessments
- TID No. 9
- Germantown Trail Master Plan

“

GRAEF is assisting the Village of Germantown with the planning and design for a complete replacement of our public works facility. Having all services (architectural, civil, structural, mechanical, electrical and plumbing) available through one firm has helped us control the cost of the design process and to be flexible in meeting the needs of the Village's residents and elected officials.”

Client Reference

Steven Kreklow, Village of Germantown
Village Administrator
262 / 250 4750
skreklow@village.germantown.wi.us



CITY OF MUSKEGO ONGOING MUNICIPAL ENGINEERING SERVICES

MUSKEGO, WI

GRAEF HAS BEEN PROVIDING ONGOING SERVICES TO THE CITY OF MUSKEGO FOR OVER 20 YEARS, AND IN THE CAPACITY OF CITY ENGINEER SINCE 2016.

Services Include:

- Permit Application Plan Review and Inspections
- Provides Stormwater Management review and approval.
- Provides utility (water mains, sanitary sewer, and storm sewer) and pavement plan review and approval.
- Construction Inspections and Resident Engineering Services
- Record Drawing Review and Approval
- Coordinates and provides guidance for WDNR water main extension permits
- Coordinates and submits for WDNR and MMSD sanitary sewer extension approvals.
- Provides resident coordination and responses for various private and public projects within the City of Muskego.
- Developed and bid Road Improvement Program with a \$725,000 - \$1,250,000 budget.
- Developed and submitting LRIP Applications for City Road Program
- Budget Coordination
- Road Reconstruction Project coordination with Design Teams and Contractors
- Developed and bid 2017-2018 Lawn Service Contract for City Parks
 - Provided bidding services, construction administration, and overall project management for the project.
- Developed and Bid 2018 Tennis Court Construction and Resurfacing Project.
 - Coordinated construction with City and Contractor

“

Since taking over the City Engineer's duties, GRAEF has provided exceptional service to the City of Muskego. Mike Paulos and Joe Komorowski are very knowledgeable and thorough. They make extraordinary efforts to understand and follow the city's existing engineering and design specifications and procedures making suggestions for change where appropriate. Their project review and inspection is exceptional. I am very comfortable leaving a project in the hands of GRAEF's team.”

Client Reference

Scott Kroeger, City of Muskego
Public Works and Development Director
262 / 679-5686
skroeger@cityofmuskego.org

OUR EXPERTS

THE TEAM



Michael N. Paulos PE, CDT, LEED AP

Principal-In-Charge | Market Area Leader - Water & Wastewater | Principal

Drawing upon decades of experience and a proven track record of success in municipal engineering, Mike leads our team with expertise. With a commitment to efficiency and innovative technologies, Mike ensures that every project delivers resilient infrastructure solutions tailored to meet the unique needs of each community.



Joy Corona PE, CFM

Practice Team Leader – Water Resources & Environmental

With over 25 years of experience spanning public and private sectors, Joy Corona is a veteran in water resources and environmental management. She has maintained a delicate equilibrium between municipal engineering endeavors and representing private sector clients. Before her tenure in private industry, Joy served as the Permit Engineer for the Lake County Stormwater Management Commission, where she continued to offer consulting services in regulatory compliance, design, and planning throughout her career. Her wealth of experience and dedication make her a trusted leader in her field.



Anuja Patil PE

Stormwater Engineer

Anuja is a dynamic professional with a rich portfolio spanning diverse projects in water management and civil engineering. Her focus lies in crafting cost-efficient and sustainable solutions, with a particular emphasis on green infrastructure for stormwater quality and quantity management. From stormwater management plans to the design and upgrading of green infrastructures and other BMPs, she excels in delivering innovative solutions. Anuja's expertise extends to conducting design reviews, performing BMP recertification services, managing waterway permitting, and securing stormwater management grants with commendable success rates.

PROPOSED FEE & RATES

FEE

TASK	DESCRIPTION	HOURS	FEES
Task 1	Meetings with Village Staff	6	\$1,260
Task 2	Meeting Menomonee River Watershed Group	4	\$860
Task 3	Review Existing Village Permit	3	\$485
Task 4	Draft Preliminary Permit Documentation	49	\$7,635
Task 5	Finalize Permit Documentation following Village Staff Review	6	\$1,130
TOTAL		68	\$11,370

RATES

CLASSIFICATION	RATE
P1	\$120
P2	\$125
P3	\$135
P4	\$150
P5	\$175
P6	\$215
P7	\$225
P8	\$235
T5	\$135
T4	\$125
T3	\$120
T2	\$110
T1	\$75

Automobile travel will be billed at the current federal rate of 67.0 cents per mile. Survey vehicles will be billed at 75 cents per mile. LIDAR scanner will be billed at \$150/hour. Unmanned Aircraft System (UAS) will be billed at \$75/hour. Expenses such as travel and supplies will be billed at actual cost. Contracted services and consultants will be billed at cost plus 5 percent.

GRAEF

GRAEF-USA.COM

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: June 5, 2024

PLACEMENT: Action Item

ITEM TITLE: Award Contract for Goldendale Trail Design Study Report and Final Design for Phase I Segment between High Point Pass and Goldendale Road to raSmith of Cedarburg, Wisconsin, in the amount of \$230,920

SUBMITTED BY: Kevin Driscoll, Village Engineer

SUMMARY EXPLANATION:

The Village 2050 Comprehensive Plan and 2024 Trail Plan identified the Goldendale Trail in the TID#7 area. It included in the 2024 budget using ARPA funds for the design. A request for proposal was issued to four firms with trail design experience in April and the Village received 2 proposals.

Contractor	Amount (Tasks 1-5)	Amount (If Authorized Tasks 6-8)	Subtotal (Tasks 1-8)	Hours
raSmith	\$162,538	\$68,382	\$230,920	1068
Graef	\$176,500	\$64,600	\$241,000	1680

This work is in two phases. Phase I includes design of over 4,000 feet of recreational trail along Goldendale Creek from Goldendale Road to High Point Pass, and the preparation of at least one grant application. This includes consultant preparation of preliminary trail design from Goldendale Road to High Point Pass.

Phase II includes a Design Study Report to establish the alignment and survey up to 2.6 miles for future trail design. This Design Study Report will be presented to the Park Commission and Public Works and Highway Committee to finalize alignment, then proceed and complete design prior to the May 1, 2025, WDNR Grant deadline.

ATTACHMENT:

1. raSmith Proposal - Germantown Goldendale Creek Trail

RECOMMENDATION:

Staff requests the Public Works and Highways Committee recommend to the Village Board, approval of a contract for Goldendale Creek Trail Design and Grant Application Submittal, Project #2407 to raSmith of Cedarburg, Wisconsin, in the amount of \$230,920 from account 91561000-541000 Contracted Services: \$210,000, and the balance from 405407440-542700 SI Contracted Services: \$20,920.

ACTION BY Committee:

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

May 30, 2024



CREATIVITY BEYOND ENGINEERING



Engineering Design Services: Village of Germantown **Goldendale Creek Trail**

Project #: 2407

(262) 781-1000
rasmith.com

W62 N588 Washington Avenue, Suite 201
Cedarburg, WI 53012-2074



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22	Fee Summary

Cover Letter

May 30, 2024

Mr. Kevin Driscoll, P.E.
Village Engineer
Village of Germantown
N112 W17001 Mequon Road
P.O. Box 337
Germantown, WI 53022-0337

raSmith

CREATIVITY BEYOND ENGINEERING

W62 N588 Washington Avenue, Suite 201
Cedarburg, WI 53012-2074
(262) 781-1000

RE: Request for Proposal (RFP)
Preliminary Design of Goldendale Creek Trail and Grant Application Submittal

Dear Mr. Driscoll:

raSmith is pleased to be considered to provide multi-disciplinary services for the preliminary design of Goldendale Creek Trail in the Village of Germantown. The Village has recognized this site as a valuable public space to benefit the community. This trail system will create recreational opportunities for residents and, with the right design, will maintain water quality and preserve wildlife habitat. We are very excited about the opportunity to provide exceptional service for this project. The following key strengths set us apart:

Extensive Experience

raSmith's municipal services division serves only local municipalities, so all staff are sensitive to the needs of each client they serve. We are knowledgeable and trusted in the industry. Our multi-disciplinary team of engineers, designers, surveyors, and specialists enables us to provide the right personnel with proven experience. As you'll see in our proposal, we have collaborated with clients to plan and design many trail projects throughout the region similar to Goldendale Creek Trail. We also have a history of assisting clients with research and grant writing services to procure project funding.

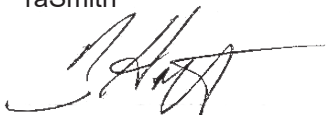
Project Approach

Our reputation as a trusted advisor to our clients revolves around our ability to solve even the most complex challenges in a common sense and cost-effective manner. While we certainly draw from our relevant experience, we look at each project individually to identify and recommend the best solutions. raSmith understands the dynamics of designing public spaces that bring together multiple uses and the scope of services required for a successful project. Our approach in this proposal details how we will meet the project requirements within the specified time frame.

Staff Availability

Our team has the capacity to focus on the specific needs of your project right away. raSmith has a reputation of delivering projects on time while maintaining the highest quality standards for our clients. We are confident in our ability to provide unmatched design and engineering services for the Village of Germantown, as shown in our proposal. Thank you for your time and the opportunity to submit our qualifications for this project.

Sincerely,
raSmith

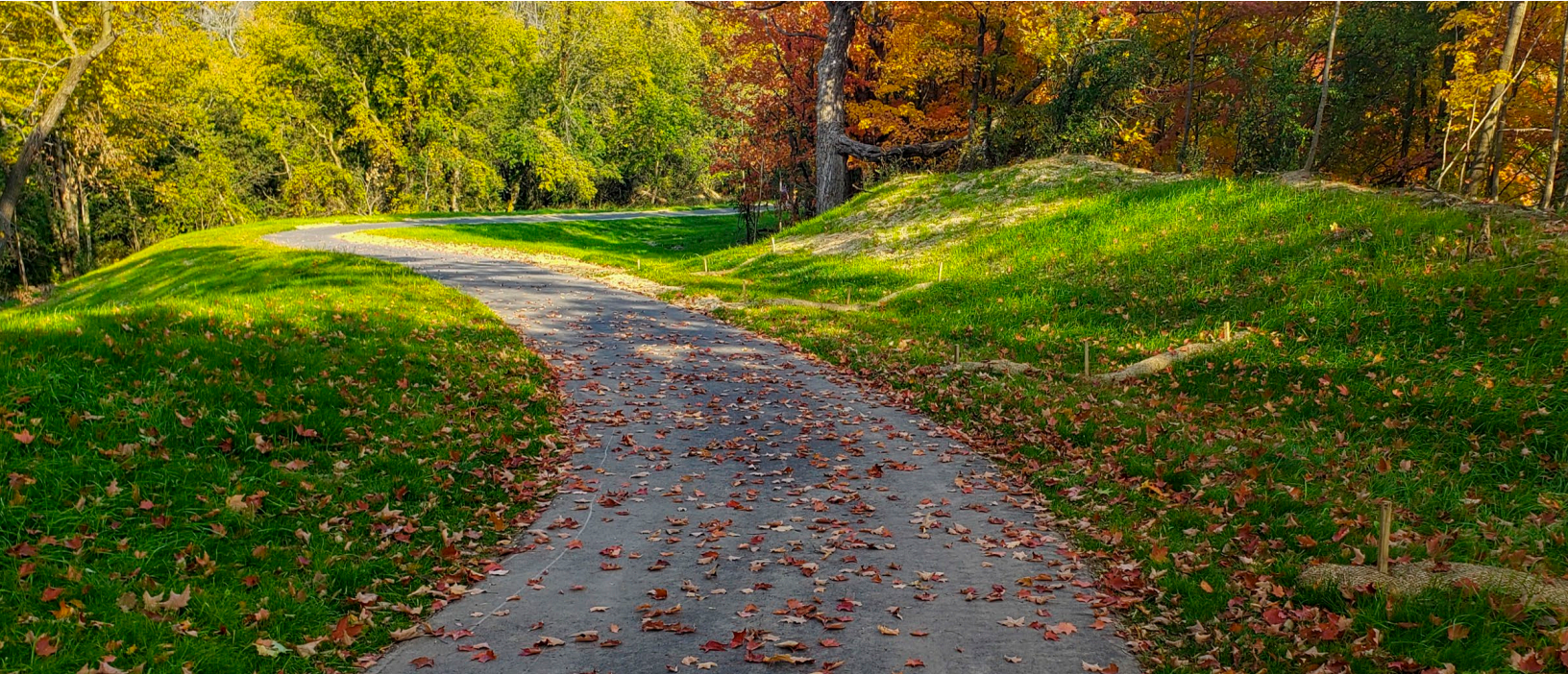


Troy Hartjes, P.E.
Senior Project Manager
(262) 317-3305
troy.hartjes@rasmith.com

Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

Firm Qualifications

raSmith is a multi-disciplinary engineering consulting firm comprising civil engineers, structural engineers, traffic engineers, land surveyors, development managers, landscape architects, ecologists, and construction services professionals. Our services are focused on our public and private sector clients' needs in design and construction including site design, structural engineering, municipal engineering, transportation and traffic, surveying, construction services, and geographic information systems (GIS). We work on projects nationwide from our seven locations. Richard A. Smith, M.S., P.E., F.ASCE, founded raSmith in 1978. Richard A. Smith Jr., P.E., (Ricky) is the second-generation owner and leads the firm as president. The firm currently employs a staff of 220.



Hidden Lake Trail - Brookfield, WI

Municipal Engineering

Since 1979, raSmith has served as the engineer of record for many villages, towns, counties, and utilities. On a daily basis, we offer creative solutions to communities as they work to both maintain and improve their parks and open spaces, stormwater management, transportation system, structures, water and wastewater systems, and public safety facilities. At raSmith, we advocate for practical, cost-effective solutions. Our municipal staff is invested in strong project management, communication, and responsiveness to serve our clients with excellence.

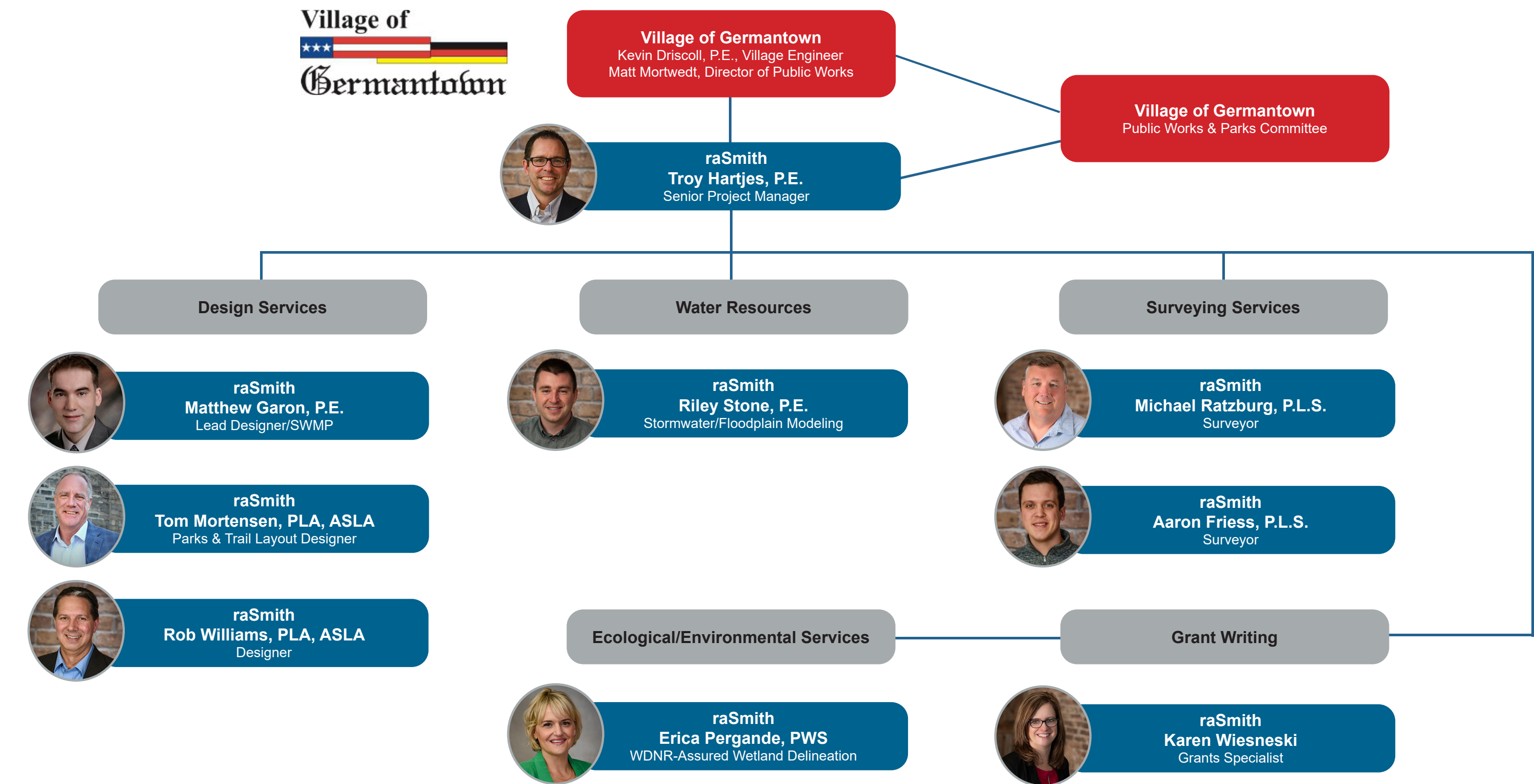
Why We Stand Out

At raSmith, we provide answers and insights, helping our clients through project challenges. Our expertise in both private and public sector work, combined with our experience and breadth of services, enables us to develop innovative solutions for projects of any size.

Multi-Disciplinary Services, One Great Team

- Civil engineering
- Site planning and design
- GIS mapping
- Stormwater management
- WDNR-assured wetland delineation
- Land surveying
- Grant writing/funding coordination
- Construction services

Team Qualifications: Organizational Chart



Engineering technicians, field surveyors, and clerical staff will be utilized in addition to the staff listed above. See Level of Effort (LOE) for all of the staff hours.

Team Qualifications



Troy T. Hartjes, P.E.

Senior Project Manager

Troy has nearly 20 years of experience in municipal public works projects. Troy's extensive project experience includes: urban and rural roadway rehabilitation and construction; sanitary sewer and water main system design; stormwater conveyance systems; water and sewer system planning; stormwater management; stormwater utilities; comprehensive drainage plans; and residential subdivision site design.

Troy has experience helping municipal clients prepare: capital improvement budgets; construction specifications; bid documents; public reports and assessment schedules; CMOM reports; NR 216 compliance reports; development reviews; and WISLR road rating updates. Troy also obtained agency approvals from WDNR, MMSD and WisDOT. Additionally, Troy helped these municipalities obtain federal and state loans and grants.

Education

B.S. Civil Engineering, Transportation and Municipal Emphasis, University of Wisconsin-Milwaukee, 1995

Professional Registration

Professional Engineer: WI

Professional Affiliations

American Society of Civil Engineers
American Council of Engineering Companies

American Public Works Association

Professional Award

American Young Leader, ACEC, 2006

Presentations

Association of Metropolitan Milwaukee Area (AMMA) Public Work

Administrators & Engineers, Fall 2013, Fall 2012

Institute of Traffic Engineers, Regional Conference, 2019

Project Experience

- Root River Parkway, Milwaukee, WI
- Breuer Park, Slinger, WI
- Menomonee River Parkway Renewal, Milwaukee County, WI
- Goldendale Road and Holy Hill Road Interceptor Sewer and Transmission, Germantown, WI
- Jacobson Road Reconstruction, Village of Menomonee Falls, WI
- Northeast Interceptor Sewer, Village of Germantown, WI
- Cedarburg Business Park, City of Cedarburg, WI
- Calhoun Road Reconstruction, City of New Berlin, WI
- Blue Stem Subdivision, Village of Grafton, WI
- Main, Village of Germantown, WI
- Beres Road Reconstruction, City of New Berlin, WI
- East Trunk Relief Sewer, City of Mequon, WI
- Village of Wauwatosa Redevelopment, City of Wauwatosa, WI
- Wausau Business Park, City of Wausau, WI
- Meinecke Avenue Storm and Sanitary Sewer, City of Wauwatosa, WI
- Spring Green Reconstruction, Village of Sussex, WI
- Kohlwey Residential Development, Village of Grafton, WI
- Sandhill Trails Subdivision, City of Cedarburg, WI
- Blue Stem Subdivision, Village of Grafton, WI
- Sheboygan Road Multi-Family Development, Cedarburg, WI
- Viking Business Park, Village of Denmark, Brown County, WI
- Oostburg Industrial Park, Village of Oostburg, Sheboygan County, WI
- State Trunk Highway 60/Port Washington Road Reconstruction, Village of Grafton, WI
- North Side Streets, Village of Whitefish Bay, WI
- Keup Road Reconstruction, City of Cedarburg, WI
- 116th Street Reconstruction, Village of Hales Corners, WI
- Edgerton Avenue Reconstruction, Village of Hales Corners, WI
- Rogers Drive Reconstruction, City of New Berlin, WI
- Grange Avenue Reconditioning, Village of Hales Corners, WI
- Berkeley Sanitary Sewer, Village of Whitefish Bay, WI
- Sussex Street and Maiden Lane Rehabilitation, Village of Pewaukee, WI

Team Qualifications



Matthew J. Garon, P.E.

Lead Designer/SWMP

Matt is a senior project engineer with more than 15 years of experience in municipal public works projects. His project experience includes: site development; roadway design for municipal clients and the Wisconsin Department of Transportation (WisDOT); utility design, including storm sewer, water main and sanitary sewer; and stormwater management plans.

Additionally, Matt has experience in the preparation of cost estimates, project specifications and bidding documents; review of municipal clients' design plans to ensure concurrence with local ordinances and specifications; and preparation of local and state permits, including WDNR Water, Sanitary, Chapter 30, WRAPP, MMSD Water Connection and MMSD Chapter 13. Matt also has experience with construction inspection and surveying.

Education

B.S. Civil Engineering, University of Wisconsin-Platteville, 2003

B.S. Environmental Engineering, University of Wisconsin-Platteville, 2003

Professional Registration

Professional Engineer: WI

Project Experience

- Menomonee River Parkway, Milwaukee County Department of Administrative Services Architecture, Engineering & Environmental Services Section, Milwaukee County, WI
- Lincoln Avenue, City of New Berlin, WI
- Small Road Stormwater, City of New Berlin, WI
- Calhoun Road Stormwater, City of New Berlin, WI
- 7th Avenue Reconstruction, City of West Bend, WI
- Beres Road Reconstruction, City of New Berlin, WI
- Rogers Drive Reconstruction, City of New Berlin, Waukesha County, WI
- Kohlwey Residential Development, Village of Grafton, WI
- Sandhill Trails Subdivision, City of Cedarburg, WI
- Blue Stem Subdivision, Village of Grafton, WI
- Sheboygan Road Multi-Family Development, Cedarburg, WI
- Village of Wauwatosa Redevelopment, City of Wauwatosa, WI
- North 60th Street, Village of Brown Deer, Milwaukee County, WI
- Patriot Commons, Village of Grafton, Ozaukee County, WI
- County Line Road, Village of Brown Deer and City of Mequon, Milwaukee and Ozaukee Counties, WI
- Scotts Company Building Addition, Village of Germantown, Washington County, WI
- TelSmith Building Addition, City of Mequon, Ozaukee County, WI
- Cedar Creek Walkway, City of Cedarburg, Ozaukee County, WI
- North Shore Drive Roadway Improvements, Village of Richfield, Washington County, WI
- Edgerton Avenue Reconstruction, Village of Hales Corners, Milwaukee County, WI
- Hales Corners Plaza Improvements, Village of Hales Corners, Milwaukee County, WI
- 2011 Paving Program, Village of Richfield, Washington County, WI
- Center Avenue Road Reconstruction, Village of Oostburg, Sheboygan County, WI
- 2010 Road Program, Village of Oostburg, Sheboygan County, WI

Team Qualifications



Professional Registration

Professional Landscape Architect:
State of Wisconsin, #69

Professional Affiliations

American Society of Landscape Architects

Wisconsin Park and Recreation Association

Walker's Point Association Board Member
and Business & Economic Development
Committee Member

The Friends of the Mitchell Park Domes
Board Member and Education Committee
Member

Presentations

"Decoding Site Design & Entitlements"
AIA-Accredited Presentation,
2020–Present

"Collaborative Design Techniques for
Stormwater Management," Lecture &
Half-Day Workshop, Greater New Orleans
Foundation, April 2017

"Water, Site & Landscape—Lessons from
Nature," Midwest Renewable Energy Fair,
Amherst, 2016

"Nature Ignores Design that Ignores
Nature," Multiple Presentation Sites,
2014–2015

"Integrating Native Landscape and
Stormwater," American Society of
Landscape Architects, Wisconsin Chapter,
March 2012

Classes Taught

"Native Landscapes for Stormwater,"
UWM School for Continuing Education,
Water Technology Certification, April 2011–
present

"Urban Streetscape Design Principles,"
Marquette University, 2009

"Parking Lot Design," University of
Wisconsin-Madison, 2007

Tom Mortensen, PLA, ASLA

Parks & Trail Layout Designer

Tom Mortensen has over 35 years of experience in site design, landscape architecture and related design and construction professions. Tom has expertise in site planning, urban spaces, park and public open space design, memorials / public plazas, retail developments, restoration plans, and integrated stormwater management / green infrastructure.

He has worked on design projects for USDA Forest Service, National Park Service, Boy Scouts of America, Native American Tribes, and the U.S. Department of Veterans Affairs. Tom has given presentations throughout the region at various conferences and events on topics pertaining to site design, master planning, rainfall integration / green infrastructure, water quality, and site development. Since 2011, he has been teaching a class at the UW-Milwaukee School of Continuing Education in the Water Technology Certification program on the topic of green infrastructure and using native landscape and site design for more resilient management of rainfall on sites.

Parks & Recreation

- Root River Parkway, Milwaukee, WI
- Breuer Park, Slinger, WI
- Merrill River Trail Concept Plan, Merrill, WI
- Appleton River Trail, Appleton, WI
- Gilbert Riverfront Trail, Menasha, WI
- Hidden Lake Park and Trail, Brookfield, WI
- Grafton Riverwalk, Grafton, WI
- Milwaukee River Greenway Master Plan, Milwaukee County, WI
- Avenues West Community Park and Playground, Marquette University, Milwaukee, WI
- Aztalan State Park Master Plan, WDNR
- Bayview Park Historic Bandshell Relocation & Pier, Ashland, WI
- Bradford Beach All-Inclusive Access, Milwaukee, WI
- Brown County Fairgrounds Master Plan, De Pere, WI
- Camp Lake Park Master Plan, Salem, WI
- City of Franklin, Multiple City Parks, WI
- Crystal Lake Scout Reservation, Rhinelander, WI
- DeKoven Park Master Plan, Racine, WI
- Hartford Natural Park, Hartford, WI
- Imperial Neighborhood Park, Brookfield, WI
- Jones Park Master Plan, Appleton, WI
- Kohl Park Master Plan, Milwaukee County Parks, WI
- Korb Sports Complex, Cedarburg, WI
- Lakeshore State Park, Milwaukee, WI
- Lemke Park, City of Mequon, WI
- Lilly Heights Park, Brookfield, WI
- Lubahn Park Master Plan, City of Jefferson, WI
- Lutz Park, Appleton, WI
- Mequon Nature Preserve, Mequon, WI
- North Shore Park, Delafield, WI
- Pewaukee Sports Complex, Pewaukee, WI

Team Qualifications



Rob Williams, PLA, ASLA

Designer

Rob has over 20 years of experience providing site design, landscape architecture, and construction support to land development. He has leveraged his extensive design experience to successfully complete a wide variety of projects including multi-family residential, senior housing, commercial, school, industrial, mixed use, religious, and parks.

Project Experience

- Breuer Park, Slinger, WI
- Sheboygan Uptown Parklet, Sheboygan, WI
- Saukville Campus Mixed Use, Saukville, WI
- Mixed-Income Apartments at The Mayfair Collection, Wauwatosa, WI
- Stonewall Farms Condominium, Grafton, WI
- Tivoli Green Apartments Phase 2, Mount Pleasant, WI
- The Driftless Apartments, La Cross, WI
- The Village at Fox River Apartments, Waukesha, WI
- Foxtown Single Family Condos, Mequon, WI
- Foxtown Townhouses, Mequon, WI
- Sanctuary Apartments Renovation, New Berlin, WI
- Parkside Apartments Renovation, Hales Corners, WI
- Knollwood Legacy Apartments, Franklin, WI
- Kharsia Estates, Brookfield, WI
- Manseau Flats Apartments, Ashwaubenon, WI
- Walker's Landing Apartments, Milwaukee, WI
- Milwaukee Electric Tool Downtown Campus, Milwaukee, WI
- Shorewood School District Improvements, Shorewood, WI
- Racine Unified School District Starbuck Improvements, Racine, WI
- Car Dealerships, 15+ Sites, WI
- Gas Station/Convenience Stores, 10+ Sites, WI
- American Orthodontics, Saukville, WI
- Titledown Fitness Facility, Ashwaubenon, WI
- Aurora Call Center Parking Expansion, New Berlin, WI
- Krones, Inc. Front Entrance Remodel, Franklin, WI
- Grainger East Employee Entrance Expansion, Janesville, WI
- The Commodore, Hartland, WI
- Buona Beef and Rainbow Cone, Lake Geneva, WI
- Hampton Inn & Suites, Elkhorn, WI

Education

B.S. Landscape Architecture, University of Wisconsin-Madison, 2000

Associate Degree in Horticulture /
Landscape Design, Milwaukee Area
Technical College, 1997

Professional Registration

Professional Landscape Architect,
State of Wisconsin, #464-14

Professional Affiliation

American Society of Landscape Architects

Team Qualifications



Riley R. Stone, P.E.

Stormwater/Floodplain Modeling

Riley joined raSmith's municipal services division after graduating from the University of Wisconsin–Milwaukee in May 2017, although he had been working with the firm as a co-op since 2015. During his time at raSmith, Riley has assisted engineering staff with a variety of projects. His projects have primarily focused on municipal roadway, stormwater management, flood control, and sanitary sewer analysis efforts.

Project Experience

Stormwater Analysis & Design

- Bay Lane Drive Reconstruction, City of Muskego, WI
- Potter Road Flood Modeling, City of Wauwatosa, WI
- Lincoln Avenue Culvert Replacement, City of New Berlin, WI
- Kenosha Regional Airport Improvements, City of Kenosha, WI
- Calhoun Road Reconstruction, City of Brookfield, WI
- County S Reconstruction, Kenosha County, WI
- Reck South Ravine Stabilization, Village of Somers, WI
- Lightning Drive Extension, City of Appleton, WI

Municipal Stormwater Related Responsibilities

- Management of MS4 Programs, Various Communities
- Erosion Control Inspections, Winnebago County, WI
- Municipal Water Quality Models, Various Communities
- Stormwater Facility Inspections, Various Communities
- Plan Reviews, Various Communities

Hydraulic/Hydrologic Analysis

- Saunders Creek Pedestrian Bridge, City of Edgerton, WI
- Clover Drive Crossing Replacement, Village of Sussex, WI
- County K Culvert Replacement, Kenosha County, WI
- Camp & Center Lake Floodplain Study, Village of Salem Lakes, WI
- Looney Lake BFE, Town of Sullivan, WI

Sanitary Sewer Analysis

- Sanitary Sewer System Analysis, City of Fond du Lac, WI
- Sanitary Sewer Flow Monitoring, Village of Greendale, WI
- Sanitary Sewer Flow Monitoring, City of Janesville, WI
- Sanitary Sewer Flow Monitoring, City of Appleton, WI

Education

B.S. Civil Engineering, University of Wisconsin–Milwaukee, 2017

B.S. Physics, University of Wisconsin–La Crosse, 2017

Professional Registration

Professional Engineer: WI

Software Proficiency

AutoCAD Civil 3D

ArcGIS

WinSLAMM

HEC-RAS

HEC-HMS

HydroCAD

Hydraflow

CulvertMaster

XPSWMM

Team Qualifications



Michael Ratzburg, P.L.S.

Surveyor

Mike joined raSmith's surveying division in 2019 with more than 30 years in the field. Mike's experience encompasses all facets of surveying: ALTA boundary and topographic surveys, construction layout, Certified Survey Maps, plats of survey, and WisDOT and county right-of-way plats. He has additional experience staking roads, underground utilities, buildings and other new construction structures, as well as UAS (unmanned aircraft systems) and UAS software. His past projects have consisted of varying scopes and sizes.

As a senior project manager, Mike uses teamwork and his vast surveying knowledge to efficiently and creatively manage survey crews and maintain client relationships. This results in projects successfully completed on time. Excellent communication skills also help Mike resolve any project issues that may arise.

Education

Associate Degree in Civil Technologies,
Gateway Technical Institute, 1988

Professional Registration

Wisconsin Professional Land Surveyor

Professional Affiliations

Wisconsin Society of Land Surveyors,
Member, Past State Representative

Project Experience

Right-of-Way Plats

- WIS 36, Walworth County, WI
- WIS 113, Columbia County, WI
- WIS 47, Outagamie County, WI
- WIS 73, Columbia County, WI
- WIS 11, Racine County, WI
- WIS 59, Walworth County, WI
- W. Rawson Ave, Milwaukee County, WI
- S. 13th Street, Milwaukee County, WI
- County Z, Outagamie County, WI
- County W, Kenosha County, WI
- WIS 33, City of West Bend, WI

Topographic Surveys

- Ski Lane Pond & Stormwater Survey
- FEMA LOMA Surveys
- Kelly Lake Culvert Survey
- University of Marquette Campus
- University of Milwaukee Campus

ALTA/NSPS Land Title Surveys

- Milwaukee Regional Medical Center, Wauwatosa, WI
- Columbia St. Mary's Hospital, Milwaukee, WI
- Milwaukee Art Museum, Milwaukee, WI
- Natatoma Shopping Center, Dane County, WI

Land Development

- Drexel Town Square, Oak Creek, WI
- Shady Hollow Subdivision, Washington County, WI
- Milwaukee Art Museum Condominium Plat, Milwaukee, WI
- Meadowbrook Condominium Plat, Racine, WI

Team Qualifications



Aaron Friess, P.L.S.

Surveyor

Aaron has nine years of experience in drafting and surveying. He is skilled at developing solutions for clients to facilitate the successful completion of roadway, industrial, retail, and residential projects. His experience includes the development of transportation project plats, traditional right-of-way plats, WisDOT base mapping, and digital terrain modeling. Additionally, Aaron is proficient in Civil 3D, AutoCAD, Microstation, Trimble, and Carlson Surveyor.

Project Experience

- I-39/90/94 Transportation Project Plat, Columbia County, WI
- US 51 Center Avenue, Janesville, WI
- Sauk County Curb Ramps Transportation Plat, Sauk County, WI
- I-794 Corridor Study, Milwaukee, WI
- WIS 75 Appraisal Staking, WI
- I-94 Waukesha County, WI
- US 45 Milwaukee County, WI
- ATC Transmission Line 8032 Rebuild, Washington County, WI
- ATC Paris Substation, Paris, WI
- ATC Granville SS Rebuild, Milwaukee, WI
- Roger Avenue Water Main, Menomonee Falls, WI
- Sommersfield Construction, Menomonee Falls, WI
- TID 1 Red Cloud Drive Construction, Mount Pleasant, WI

Education

Associate Degree in Civil Engineering
Technology, Milwaukee Area Technical
College, 2016

Professional Certification

National Society of Professional Surveyors

Professional Registration

Professional Land Surveyor: WI

Wisconsin Society of Land Surveyors

Awards

Wisconsin Society of Land Surveyors
(WSLS) 2024 Map/Plat Contest, 2nd Place
Right-of-Way Plat Award for I-39/90/94
Project and 3rd Place Right-of-Way Plat
Award for US 51 Project

Team Qualifications



Erica N. Pergande, PWS

Ecologist/WDNR-Assured Wetland Delineation

Education

B.S. Natural Resource Conservation,
Carroll College, Waukesha, WI

A.S. Environmental Conservation and
Pollution Control, Milwaukee Area
Technical College, Mequon, WI

Certifications

Assured Wetland Delineator, Wisconsin
Department of Natural Resources

Professional Wetland Scientist (PWS),
Society of Wetland Scientists

OSHA 10 Hour Construction (2016)

Erica has more than 20 years of experience in multi-disciplinary ecological work and is recognized as a WDNR-Assured Wetland Delineator. She has extensive experience in conducting field surveys including baseline monitoring of site conditions and functional values assessments for planning and restoration/rehabilitation purposes; performing WDNR Assured wetland delineations conforming to the current U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and subsequent Regional Supplements wetland mitigation banking design and monitoring; preparing National Environmental Policy Act (NEPA) documentation including Environmental Reports, Environmental Due Diligence and Assessments, and Indirect and Cumulative Effects Analyses; wetland and waterway permitting; and vegetation surveys including rare species surveys and plant community mapping.

Project Experience

WDNR-Assured Wetland Delineations

Completed WDNR Assured Wetland delineations by following procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual, the Regional Supplement to the Corps of Engineers Wetland Delineation Manual, and 2015 Guidance for Submittal of Delineation Reports to the St. Paul District Corps of Engineers and the Wisconsin Department of Natural Resources. Delineated wetland boundaries were flagged on the ground and surveyed with a handheld Trimble GPS with horizontal control and sub-metric accuracy. A wetland delineation report was prepared upon completion of the site investigation that summarized the findings in the field and submitted to the necessary regulatory agencies.

- Wisconsin Shower Door, Village of Menomonee Falls, WI
- Sheboygan Water Tower No. 3, Town of Sheboygan, WI
- Heiliger Huegel Ski Club, Village of Richfield, WI
- Swartz Tree Farm, City of Kenosha, WI
- Kletzsch Dam Fish Passage and Scenic Overlook, City of Glendale, WI
- 500 W. Forest Hill Avenue, City of Oak Creek, WI
- County VV WB Bridge over Menomonee River, Village of Butler, WI
- Lower Badger Mill Creek Interceptor Sewer Project, Town of Verona, WI
- Woodman's Food Market Wausau, Town of Rib Mountain, WI

Wetland Mitigation Banking

Wetland biologist and lead delineator for a proposed wetland mitigation bank. Erica was responsible for field location of wetland boundaries, wetland functional values assessments, aquatic and terrestrial restoration planning, groundwater monitoring, site suitability assessment and assisted with report preparation and coordination with regulatory agencies.

- Hickory Hills Wetland Mitigation Bank, Village of Sussex, WI
- Homestead Hops LLC Wetland Bank Prospectus, Town of Little Suamico, WI
- Snail Lake Wetland Mitigation Banking
Instrument & Compensation Site Plan, City of
Delafield, WI

Team Qualifications



Karen Wiesneski

Grants Specialist

Karen has been providing grants and funding expertise for more than 20 years. She maintains ongoing contact with representatives from federal and state agencies. She attends funding workshops and researches available funding resources for proposed projects. In addition, Karen coordinates the grant application process with clients and prepares grant applications.

Karen has created and maintains an online grants directory and quarterly newsletter for municipalities, non-profits, businesses, and others seeking financial resources. The directory is a single-source reference for learning about available grants and funding sources. Karen also established and maintains a group of more than 500 "Wisconsin Grant Seekers" members on LinkedIn for collaboration purposes regarding grant and funding resources.

Education

Advanced Grant Writing Course, University of Wisconsin–Waukesha, 2005

Professional Affiliation

Society for Marketing Professional Services–Wisconsin Chapter

Successful Grant Applications

City of St. Francis

- Wisconsin Transportation Economic Assistance (TEA) grant, Wisconsin Dept. of Transportation, Nevada Ave. extension; \$479,274

Town of Salem

- Stewardship Grant, Camp Lake Park Development-Phase II; \$95,736
- Recreational Trails Grant (federal), Camp Lake Park Development-Phase I; trails; \$45,000
- Recreational Boating Facilities Grant, Town of Salem; \$62,544

Town of Wheatland

- Recreational Boating Facilities Grant, Lilly Lake Launch; \$54,000

City of Appleton

- Stewardship Grant for fishing pier and shoreline restoration, \$250,000
- Recreational Boating Facilities Grant for Boat Launch, Lutz Park; \$285,000

Village of Pewaukee

- Stewardship Grants for acquisition and development of parklands; two consecutive years; \$225,000 and \$29,000 (One grant was turned down due to a change in plans.)
- Recreational Boating Facilities Grant for boarding dock, restroom facilities, lighting, walkways in downtown; \$174,000
- Community Development Block Grant, Waukesha County, Downtown Revitalization Project; \$15,900
- Urban Forestry Grant; \$5,300

Project Experience



Bike Trail & Pedestrian Path Design

Multiple Locations

St. Martins Bike Trail, Franklin, WI

This project involved the construction of approximately 2.3 miles of a bike and hiking trail in the west central portion of the City of Franklin that provides a link to a region-wide multi-use trail system in Waukesha County. It is a multi-use, multi-seasonal facility providing opportunities for hiking, biking, rollerblading, and cross country skiing.

Glacial Drumlin-Cambridge Connector Trail, Jefferson County, WI

A feasibility/site analysis was completed to determine the best alternative route for a trail connecting the Village of Cambridge to the Glacial-Drumlin Trail. The project was coordinated with the Wisconsin Department of Transportation for the highway crossings at US 12 and 18 and with the Wisconsin Department of Natural Resources for environmental impacts to wetlands and the Koshkonong Creek. The scope further included coordinating public participation, preparing cost estimates, researching funding alternatives, and preparing grant applications.

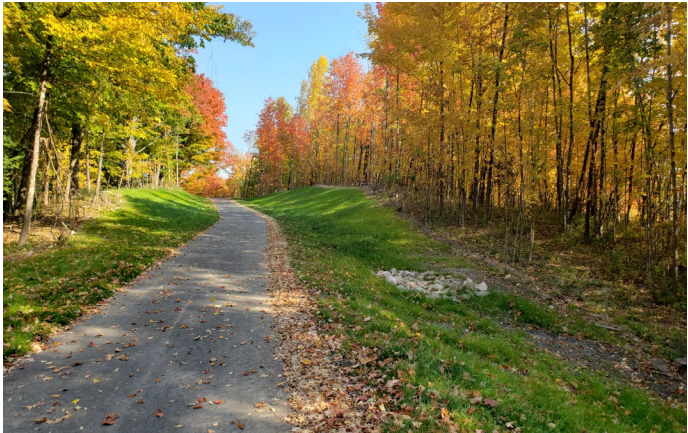
Glacial River Trail Extension, Jefferson County, WI

Design of a multi-purpose trail on a former railroad grade between Koshkonong Lake Road and the Jefferson/Rock County Line. The trail is 12 feet wide and two miles long.

Clients

Multiple Clients

Project Experience



Hidden Lake Park & Greenway Trail

Brookfield, WI

The park and open space design team of landscape architects and engineers at raSmith completed the plans and design documents for Hidden Lake Greenway Trail and the City of Brookfield Department of Parks, Recreation & Forestry. The project included an extensive amount of earthmoving, filling, and restoration along the south rim of a former quarry (now known as Hidden Lake) that extends the City's extensive Greenway Trail System, providing connectivity to the newly constructed Hidden Lake Park and offering panoramic viewsheds to the beautiful lake and surrounding landscape. In addition to the design of the trail, raSmith also provided survey and construction observation services during the implementation of this award-winning project.



Cushing Park Road Bike Trail

Delafield, WI

raSmith provided a bike trail design and construction oversight for a 2.35-mile portion of a connector bike trail along Cushing Park Road. A primary goal of the path project was to maintain a tie with the town's rural character. This goal was accomplished in the design by preserving the existing hills and winding the path for greater rider interest. Other challenges successfully overcome by raSmith included the design and permitting of dual pipe extensions in the Scuppernong Creek so the path could be built over the pipes; coordination with We Energies to design the path to avoid existing and new utility poles; and designing the trail such that it did not increase the flood stage in the areas adjacent to Scuppernong Creek.



Pike River Pathway Improvements, Phases 7-9

Mount Pleasant, WI

The shared-use trail is a 10-foot-wide asphalt path with two-foot-wide aggregate shoulders. Design strategies minimized impacts to surrounding land, trees, and wetlands. During layout of the proposed shared-use path location, consideration was given to minimize the impacts to the environment. The path elevation was generally set above the 100-year flood elevation. Wetlands were avoided where feasible. Also, the alignment of the path followed a former haul road from the Pike River restoration project to minimize grading as much as possible.

Project Experience



Root River Parkway

Milwaukee, WI

Milwaukee County was looking to reconstruct the Root River Parkway from 92nd Street to the fork just west of the Root River Parkway, as the road had reached the end of its useful life. Since the Root River Parkway extends through the Milwaukee County Park system and is adjacent to the Whitnall Beer Garden, design considerations were given to both vehicular and pedestrian travel while designing the roadway and parking lot.

raSmith provided design services to the County for this 2,200-foot road reconstruction project that included widening the road to allow for additional parking and bicycle travel. New pavement markings were also completed to improve ease of use and safety. Bio-basins to the north of the roadway improve stormwater quality and help to reduce runoff. A 10-foot-wide asphalt path, with two branching paths to the Beer Garden, reduces pedestrian traffic along the roadway and parking lot.

The parking lot was reconfigured to include additional parking to the north of the lot and bicycle facilities to the south. The lot was also widened slightly to include a pedestrian path along the west. The lot was graded to drain to new permeable pavers which reduces runoff and improves water quality over existing conditions. New lighting encompasses the entire project limits and extends along the roadway, pedestrian path, and parking lot.

Additionally, floodplain impacts were reviewed and mitigated through site grading and earthwork balance, and all permitting was coordinated through the design process.

Client

Milwaukee County

Project Team

Troy Hartjes, P.E.

Tom Mortensen, PLA, ASLA

Michael Ratzburg, P.L.S.

Project Experience



Menomonee River Parkway

Wauwatosa and Milwaukee, WI

The Menomonee River Parkway is a heavily traveled roadway that stretches alongside the Menomonee River and Milwaukee County parkland for over 3.5 miles through portions of the City of Wauwatosa and the City of Milwaukee. As population density has increased over the years, so too has the demand for park and recreation services along the parkway. The project included reconstructing the existing roadway and providing a multi-use trail in the parkland. The roadway was reconstructed in part to help reduce some of the motor vehicle through-traffic that currently uses the parkway as an alternative to nearby congested commuter traffic routes and provide a more park-like experience for pedestrians, bicyclists, and other recreational users.

The project included reducing the width of the existing roadway in some segments, providing several vehicle-traffic slowing “pinch points,” and redirecting roadway-generated stormwater runoff into “green” features to improve stormwater quality. The project team’s green solutions for stormwater runoff quality improvement included the development of new grassed swales, bio-filtration basins, and rain gardens for treatment before being discharged into parkland for further attenuation before reaching the wetland areas and the river. The new rain gardens and bio-filtration basins are planted with native and native-adapted trees, shrubs, and perennials. Native vegetated mat, where a biodegradable core material binds together an engineered soil mix and native grass and wildflower seeds to produce a quickly established native prairie sod covering, is also installed in the rain gardens and bio-filtration basins. Additional sustainable practices of the reconstruction plan included the milling and reuse of roadway asphaltic materials for the roadway base course.

Other important aspects of the project included significant coordination with the Wisconsin Department of Natural Resources and City officials, public outreach, and stakeholder consensus building. As a vital part of the multi-disciplinary project team, our staff provided the roadway and pathway design, utility engineering, environmental permitting, and stormwater feature engineering for this multi-phase project.

Client

Milwaukee County

Project Team

Troy Hartjes, P.E.

Matt Garon, P.E.

Project Experience



Breuer Park

Slinger, WI

An 80-acre site has been transformed into the eagerly awaited Breuer Park in the Village of Slinger. To bring this exciting project to life, our team of site planners, landscape architects, and engineers worked closely with the Village of Slinger to provide multi-disciplinary design and surveying services.

The park is located near a growing residential neighborhood in the northwestern part of the community. Amenities include a baseball and softball complex, playgrounds and park shelters, restrooms, multi-use playing fields, and a potential sledding hill for residents and visitors to enjoy.

Some of the park site was developed as natural areas for trails and passive uses, such as hiking, snowshoeing, and cross-country skiing. The southern portion of the park site is unprogrammed open space that can be used for multiple purposes, such as soccer, lacrosse, and other activities.

We enjoyed collaborating with the Village through each step of this multi-phase project. Our design services included a topographic survey, evaluation of the initial master plan, preliminary and final site plans and renderings, stormwater management, permitting, and bid documents. The park was also designed to accommodate a possible future expansion.

This important project will benefit the community for years to come, providing a beautiful, functional space for people to enjoy the outdoors.

Client

Village of Slinger

Project Team

Troy Hartjes, P.E.
Tom Mortensen, PLA, ASLA
Rob Williams, PLA, ASLA

Project Experience

Bike Trail & Pedestrian Path Design

Multiple Locations

Riverfront Trail, Fox River, Appleton, WI

raSmith designed this bicycle-pedestrian trail connecting Lutz Park to Vulcan Heritage Park along the Fox River. The plan included acquisitions, railroad easements, shoreland restoration, and elevated walks over the river.

Donges Bay Road, Mequon, WI

raSmith provided complete survey and design services for this 1.6 mile, 10-foot wide bicycle and pedestrian path located on the north side of Donges Bay Road between Wauwatosa Road and Lemke Park. The project was funded under the CMAQ program. The project provided a connection between existing paths located adjacent to Wauwatosa Road and along Swan Road to residential areas and Lemke Park. Challenges included minimizing the grading so as to match existing grade at the right-of-way line (minimize easement acquisition); acquiring permits to fill several roadside wetland areas; stormwater drainage between the path and the existing roadway; and avoidance of trees along the route in residential areas.

Pedestrian Walkway, Racine, WI

raSmith provided preliminary and final design for a safe pedestrian walkway along a narrow corridor at the top of a bluff along Lake Michigan. The walkway is a 10-foot wide path, constructed along the east side of the Racine Zoological Gardens, and is designed in accordance with the Americans with Disabilities Act. The design includes lighting features, railings, and structural retaining walls. raSmith developed several alternatives that incorporate improvement measures to control runoff, limit soil erosion, and provide stability to the bluff and pedestrian walkway structure. Geotechnical soils exploration was conducted to determine groundwater elevations, soil stratification layers, and specific soil parameters necessary to determine the structural stability of the native soil.

Fox River Corridor/Barstow Plaza, Waukesha, WI

Working as a team with Hitchcock Design Group, raSmith was active in all phases of the \$10 million project to design the Fox River Corridor through the city of Waukesha. The project relates specifically to a bike and pedestrian trail system along the Fox River and design features to develop Frame Park as a major community facility.

Waukesha East Bypass (WIS 59), WI

As part of this 2-mile reconstruction, a pedestrian underpass was designed to provide access for children to the elementary school located on the other side of the highway. Specific attention to drainage and lighting were part of the design.

Waukesha South Bypass (WIS 59), WI

Included in this 3.7 mile long, 4-lane divided rural/urban highway reconstruction project was the design of a 10-foot wide paved multi-purpose path that was routed under the proposed WIS 59 bridges that span the Fox River to provide connectivity to the adjacent City of Waukesha trail system.

Additional Bike/Pedestrian Trails

- Sauk Prairie Memorial Hospital, Prairie Du Sac, WI
- Oak Leaf Trail at Park Shore, Milwaukee County, WI
- Woodland Creek Estates, Muskego, WI
- Bradon Preserve, Brookfield, WI
- Prairie Lakes Retail, Sun Prairie, WI
- Pheasant Run Subdivision, Brookfield, WI
- Grafton Riverwalk, Grafton, WI
- Maple Grove Park, Racine, WI
- Pewaukee Sports Complex Park Trail, Pewaukee, WI
- Frontier Park, Butler, WI
- Waterleaf Subdivision, Delafield, WI
- Legion Drive Bike Path, Elm Grove, WI
- Steepleview Senior Living, New Berlin, WI
- Fort Atkinson Bypass (WIS 26) Bike Trail, Fort Atkinson, WI
- Twin Creeks Conservation Subdivision, Jackson, WI
- Midwest Airlines Headquarters, Milwaukee, WI
- Congregational Home, Brookfield, WI
- Nature Trail, Eden Prairie, MN
- Candlewood Creek Woods Road, Muskego, WI
- Lake Drive (WIS 32), Milwaukee, WI

Project Approach

The Village of Germantown has had much planning, conceptual design/layouts, and various recommendations of potential trails for Goldendale Creek Trail. The overall plan is about 2.5 to 3.0 miles from Holy Hill Road (at High Point Pass) all the way to Freistadt Road. Over the entire area, there are multiple options and locations the trail could ultimately be located. However, for the purpose of this proposal, there are three distinct sections we will focus on over that 2.5 to 3.0 mile stretch. Phase 1 is from High Point Pass to Goldendale Road, Phase 2 is from Goldendale Road to Maple Road, and Phase 3 is from Maple Road to the Menomonee River. Phase 1 has three studied alignment locations, and as part of this proposal, the intent is to bring Phase 1 to a final design. Phases 2 and 3 are not as far along, and as part of this proposal, our intent is to provide more detailed planning documents to evaluate two to three routes for a final assessment. This approach will allow budgetary numbers to be used for Phases 2 and 3, so the final assessment can be made and various tasks could commence such as property acquisitions and permitting (or at least a discussion of these items with the appropriate party).

Each of these three phases will be further evaluated as part of one Design Study Report (DSR). Various GIS, county, and the Wisconsin Department of Natural Resources (WDNR) mapping will be used to assess the three routes within Phase 1 and the various routes examined for Phases 2 and 3 (so we can develop two to three defined options for Phases 2 and 3). The DSR will be reviewed and updated at the staff level and then presented to the Village's Park and Public Works Committees, where a recommendation for the final Phase 1 location will be provided from these entities. The DSR will look at the pros/cons for Phase 1 routes including costs, environmental issues, constructability, property acquisitions and easements, permitting concerns, and natural characters of the route.

Once the DSR is completed and accepted, and recommendations are provided, Phases 2 and 3 will sit idle as Phase 1 commences to final design. This project stage includes a detailed survey of the route and a trailhead to the path at High Point Pass, which has a trail (designed by others) to be connected to. As part of the final design, we will provide a stormwater management plan to address Milwaukee Metropolitan Sewerage District (MMSD) requirements and confirm no other environmental issues exist (such as floodplains and or concerns requiring WDNR permits). We assume there will be some wetland disturbance, and portions of this disturbance will be mitigated by an elevated boardwalk over portions of the 4,100-foot Phase 1 stretch. Depending on the final location of the Phase 1 trail, there may be limited permitting and wetland concerns. One of the potential locations may utilize the existing "worn" path that connects to the access over the existing utility on private property, which connects to Goldendale. At that point, a trail going south on Goldendale will be included in our design.

We are excited about this project. Our design team brings extensive trail experience with the appropriate landscape architects, surveyors, ecologists, and engineers. It is always a fine balance between accessibility, constructability, cost, and natural character when developing trails, and our team will bring a fresh outlook to the past designs. Many times, a new set of eyes will uncover some forgotten element or route location that should be considered. Our experienced team will help the Village finalize this very important trail design.

If awarded this project, our team proposes to commence work on this project immediately. Our intent will not be to rush the project, but instead to meet with the Village and ensure all items are thoroughly reviewed and discussed. This approach will allow a more complete DSR (draft) to be finalized by this fall so the Village can complete proper budgets and funding considerations. Once the public works committee and parks committee review the draft report this fall, we can finalize the DSR at the staff level and make sure final plans are ready for a spring of 2025 bid schedule. This timeline will also allow for grant research to be completed over the winter and applications for grants to be submitted in the spring.

On the following page, we have provided a detailed level of effort to confirm the appropriate scope items are addressed for each of the aforementioned phases.

Level of Effort (LOE)

	Goldendale Creek Trail Preliminary/Final Design Phase 1 and Planning Phases 2 and 3 Village of Germantown	Project Manager: Herdjes	Lead Engineer: Garon	Park & Trail Expert/Signals/ Trailhead: Mortensen	Designer/Board walk: Williams	Stormwater/Hy draulic Modeling: Stone	Environmental/ Wetlands: Pergande	Survey Lead/Easement s: Ratzburg	Survey Layout/Exhibits /Drafting: Fries	Survey 2-man crew or robotics	QA/QC - Constructability: y. Schaefer, P.E.	Grant Specialist: Wiesneski	Engineering Tech, Drafting	Clerical	Permit Fees	TOTAL
	Hourly Rate	\$182	\$172	\$180	\$168	\$168	\$172	\$172	\$162	\$210	\$172	\$148	\$152	\$110		
	Planning and Design Scope/Tasks up to Bidding															
	Task 1: Design Study Report-Goldendale Creek Trail															
	Review of 3 Optional Routes, Prelim. Layout Evaluations; Confirm Alignment Locations	4	8	2												14
	Determination of Floodplain and need for Hydraulic Modeling for each option	1	2			7										10
	Evaluations of 3 Phase 1 routes (constructability, easements, permits, costs, etc.)	2	24	4		2	4				4					40
	Draft Exhibits/layouts for the 3 Phase 1 options (using GIS)	2	12										16			30
	Concept Trailhead Location/Exhibit with monument sign located for DSR report	2	2	4	24											32
	Cost Estimates for Phase 1 routes (3 options)	2	12													14
	Review prelim layouts for 2 future phases east of Maple Road	4	2	4	4											14
	Layout Exhibits (using GIS) for Phase 2 and 3	2		4	24								20			50
	final Exhibits and Drafting for Phases 1, 2 and 3		8		8								24			40
	Design Study Report Draft, with Pros/Cons for each Option (Phase 1)	4	24	2	2											32
	Evaluate Alignment Profile (based on GIS mapping, conceptual profile only)		16										12			28
	Presentation of Draft Design Study Report (2: PW and Park Committees)	8		6												14
	Staff Meetings (up to 3) to review and update DSR and Final Options/Evaluations	8	4	4												16
	Final Design Report	2	12											4		18
	Final Alignment Exhibit: Phase 1		4										4			8
	Final Exhibit for Phase 2 and 3 options with noted requirements		4		8								4			16
	Task 1 Subtotals	41	134	30	70	9	4				4		80	4		376
		\$7,462	\$23,048	\$5,400	\$11,760	\$1,512	\$688				\$688		\$12,160	\$440		\$63,158
	Task 2: Topo Survey for Phase 1															
	30' Wide Corridor Survey (approximately 4,100')	2	2					4	6	18						32
	Diggers Clearance							1		2						3
	Final Survey Exhibit								12							12
	Task 2 Subtotals	2	2					5	18	20						47
		\$364	\$344					\$860	\$2,916	\$4,200						\$8,684
	Task 3: Environmental Review, Phase 1 Limits															
	Desktop Review, Confirmations of needed elements	2				2	6									10
	Wetland Delineation (field) (over 4,100' length)	2					24									26
	Wetland Delineation Report	2					16									18
	Desktop Review & Determine if Arch/Historical/Floodplain Modeling needed					4										4
	Chapter 30 Permit (General Permit) for Wetland Disturbance	2	18				12									32
	NOI (assume needed with greater than 1 acre disturbed Phase 1)	2	12													14
	Task 3 Subtotals	10	30			6	58									104
		\$1,820	\$5,160			\$1,008	\$9,976									\$17,964
	Task 4: Final Trail Design Phase 1															
	Alignment Plan (post survey)	2	12													14
	Typical Section		4													4
	Horizontal/Plan Layout and Plans	2	6										12			20
	Vertical Profile Plan	2	12										8			22
	Cross-Sections		8										14			22
	Boardwalk Details/Plans		8	8	8		16				8					48
	Trailhead Parking Lot Design	2	2	12	18											34
	Monument and Signage Plan			12	8											20
	Easement Exhibit (legal and exhibit; acquisition by Village)	2	2					24								28
	Prelim Submittals (30/60/90)	2			2								2			6
	Updates Post Submittals		8		8								12			28
	Design Meetings with Village (up to 3)	6	3	3												12
	Stormwater Management Plan/Report to meet MMSD Regulations	2	14			18										34
	Rain Garden Designs		4	16		4										24
	Final Plans (post 90% review)	2	8	2	4								6			22
	Cost/Quantities		8										4			12
	Bid Documents including Spec	4	16										2	4		26
	Project Write-up for Village Website (Village to upload to site)	2		4												6
	Task 4 Subtotals	28	115	57	48	22	16	24			8		60	4		382
		\$5,096	\$19,780	\$10,260	\$8,064	\$3,696	\$2,752	\$4,128			\$1,376		\$9,120	\$440		\$64,712
	Task 5: Grant Assistance															
	Grant Review/Research and Grant Options	2										24				26
	Meetings with DNR and Village on options	2										4				6
	Grant Application (assume 1)	4										20				24
	Task 5 Subtotals	8										48				56
		\$1,456										\$7,104				\$8,560
	Task 6: Bid Documents, If authorized (phase 1)															
	Final Plan Updates (with bid documents)	2	4	2									4	2		14
	Meetings with Village	2		2												4
	Advertisement write-up (Village to send out advertisement)	2														2
	Bid document Upload to Quest (or provide to Village if not Quest)	1	1													2
	Task 6 Subtotals	7	5	4									4	2		22
		\$1,274	\$860	\$720									\$608	\$220		\$3,682
	Total Hours	96	286	91	118	37	78	29	18	20	12	48	144	10		987
	Total Fee	\$17,472	\$49,192	\$16,380	\$19,824	\$6,216	\$13,416	\$4,988	\$2,916	\$4,200	\$2,064	\$7,104	\$21,888	\$1,100		\$166,760
	Total Expenses	\$400	\$100	\$100	\$100	\$100	\$100	\$100	\$200	\$200	\$100	\$7,204	\$21,888	\$1,100	\$660	\$1,860
	Total Fee and Expenses	\$17,872	\$49,292	\$16,480	\$19,924	\$6,316	\$13,516	\$4,988	\$2,916	\$4,400	\$2,064	\$7,204	\$21,888	\$1,100	\$660	\$168,620

Total Lump Sum \$168,620

ASSUMPTIONS

Expenses included mileage, printing, and permit fees (NOI and GP) that are anticipated based on meetings and permit requirements.

SWMP assumes no pond design; we assume grass swales (adjacent to path) and/or some rain gardens will satisfy MMSD and/or DNR requirements.

Assistance with property acquisitions assume legals and exhibits for 2-3 parcels, and provide some tax appraisal info, but final acquisitions will be completed by the Village.

Our cost includes some trails to go over wetlands and we will include some boardwalk design to avoid wetland mitigation.

We assume wetland disturbance will be limited to 10,000 sq. ft. or less and only a general permit would be needed.

Our trail design assumes a parking lot, monument sign, and some general layout and landscaping around the sign and parking lot. We assume some benches and signs along the trail but no LA plan needed outside the trailhead area.

The DSR is to evaluate the 3 optional routes for Phase 1 and then provide alternatives (up to 3 routes) for the future phases. We will provide pros/cons for each alternative but the Village will determine the Phase 1 final trail location.

No final design of future phases is required; we will provide general layout/options for some alternate locations beyond Goldendale.

Two public meetings (public works committee and Parks Commission are included, but no public informational meetings are anticipated.

We don't believe any floodplain modeling nor archaeological/historical reporting will be needed but in our cost summary we will provide budgetary numbers for these tasks.

The preliminary evaluation of Phase 1 route and all the evaluations within the DSR will be based upon GIS and county mapping; no survey will be completed until a route is chosen after the DSR; then survey will be utilized for final design.

The final plan will be 20 scale plan and profile sheets for the pathway and will not just be an exhibit/plan layout. Cross-sections will be included.

References

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Fee Summary

Goldendale Creek Trail Preliminary/Final Design Phase 1 and Planning Phases 2 and 3 Village of Germantown		
		Fee
1	Task 1, Design Study Report	\$63,158.00
2	Task 2, Survey	\$8,684.00
3	Task 3, Environmental Review including Hydraulic Modeling Eval.	\$17,964.00
4	Task 4, Trail Design up to Bid Documents	\$64,172.00
5	Task 5, Grant Assistance	\$8,560.00
	Subtotal for Tasks 1-5; required items (see level of effort for hours/fees)	\$162,538.00
	The following tasks may be required and are budgets if needed	
6	Task 6, If Authorized, Prepare Bid Documents and Permits	\$3,682.00
7	Task 7, If Authorized, Construction Administration	\$26,400.00
8	Task 8, Complete Additional Survey	\$20,800.00
	Potential Task Fees, 6-8	\$50,882.00
	Assumptions	
	Tasks 1-6 have hourly breakdowns per detailed task and employee; see LOE.	
	Task 7 and 8 are budgetary numbers and a detailed breakdown is not included as length and needs are unknown at this time. Task 7 costs are based upon 240 hours from the RFP request and assume inspection hours at \$110 per hour.	
	Optional Fees	
	Per the level of effort and the RFP, hydraulic modeling and archaeological and historical evaluations may be necessary and will be evaluated as part of tasks 1-5; if these are required, the following budgets could be included. In addition, we have provided a budget for a geotechnical report in case it is needed (it is not requested in the RFP, but there would be value in completing geotechnical work, and it may be needed for the SWMP, along with the boardwalk).	
	Optional Task 1, Hydraulic Modeling (floodplain)	\$17,500.00
	Optional Task 2, Archaeological/Historical Review	\$8,500.00
	Optional Task 3, Geotechnical (1 day of borings, up to 6 borings with report)	\$9,500.00

Director's Report - June 2024

Staff Top 3 Projects

Village Engineer

1	Donges Bay Rd Reconstruction	Road closure began the week of 5/20.
2	Glenwood Park Water Main Relays	In Design - Kapur
3	Division Rd Concepts and Community Engagement	Public Information Meetings scheduled. 6/20, 7PM, Spassland Park; 7/23, 7PM, Village Hall.

Engineering Tech

1	2024 Road Program	Wolf Paving anticipates a mid-July start. Outreach letters to go out in early June.
2	2024 Sealcoating Program	Farner Asphalt will coordinate work. Outreach letters to go out in early June.
3	Maple Road LRIP project	Maple Rd Bid Package is live.

Water Superintendent

1	Tower 3 Rehab	Anticipated to start in early June.
2	Well 12 Construction / Well 12 Rehab	Working through additional testing on Well 12, anticipating well house construction to resume shortly. Staff are expecting a change order for additional work based on test results.
3	Tower 4 Construction	Tower 4 is scheduled to be raised on 6/3 and 6/4.

Wastewater Superintendent

1	Ruekert and Mielke Facilities Study and amendment	Staff to complete review by 6/7 and have R-M prepare final draft.
2	2023 Cured In Place Sewer Lining	Seeking acceptance of improvements at PWHC on 6/4/24.
3	2024 Cured in Place Sewer Lining	Anticipate July-Aug Bid and coordination with Engineering Division.

Highway, Parks , Buildings & Grounds Superintendent

1	Alarm Monitoring Installation	O&W installing alarm monitoring divices.
2	Brush Pick-up	Week of 6/3
	Laying Mastic	3 Weeks of laying mastic complete
3	Catch Basin Re-Builds	In progress.
4	Civic Event Set-up	Set-up sings, trash cans, etc.

Director's Report - June 2024, cont.

Director

1	Comprehensive Tree Plan	The plan will be presented to the PWHC in July. DPW would like to continue with Fall projects after plan approval.
2	Public Safety Building Needs Assessment and Feasibility Study RFP	Recommended award to GRAEF/PRA/Moore Construction, taken to 6/2/24 Public Safety Committee.
3	DPW Move	Coordinating primary and back-up internet service, printer leases, etc.

Richfield IGA Update

5/28/24: Administrative Coordination Meeting: Richfield moving forward with acquiring ROW south of the railroad. Engineering plans progressing.

Work By Other Agencies

WISDOT - Lannon & Maple Intersection - Summer 2024
WE Energies - Various Locations - 2024
ANR Pipeline - Reline through Village - Spring/Summer 2025
WISDOT - 145 & Division Rd Roundabout - Summer 2026
WISDOT - 145 Resurfacing from Mequon Rd to Brown Deer Rd - 2028
WISDOT - Resurfacing Mequon Rd from Division to Pilgrim - 2028
WISDOT - US 167/Lannon/Mequon- 1-41 to US 145 - 2028

Compliance Milestones

1	PSC CPR Report Development - overdue
2	DNR Recycling Annual Report - 5/24
3	CMOM & CMAR - 6/24
4	MMSD Annual Report - 7/30/24
5	DNR Storm Water Pollution Prevention Plan (SWPPP) - overdue

Department Update

1	Hired Sokrat Kuri (Engineering Tech); Rick Lamb (Summer Intern)
2	Held several interviews for Civil Engineer - Anticipate an offer the week of 6/2.
3	Difficulty filling of Mechanic vacancy in Highway
4	Policy Development: Pavement Cuts, Backfill and Restoration
5	PSC CPR Report Development RFP
6	Bulk items pick-up, starts the week of 6/10; Brush pick-up starts 6/3
7	Drainage Complaints
8	Water Rate Step II Increase

Complaint Log - 5/1 through 5/30

Other - Miscellaneous	8
Engineering - Drainage	6
Street -Miscellaneous	5
Street - Flooding or Drainage	3
Water - Color	3
Garbage - Damaged Cart	2
Snow - Mailbox Down/Damaged	2
Street - ROW Trimming	1
Engineering - Misc.	1
Garbage - RequestNew Cart	1
Street - ROW Trimming	1
Street - Street Light Out	1
Street - Traffic Signal Out	1
Tree - Branch Down Blocking	1
Water - Hydrant	1
Water - Meter	1
YW Facility - Complaint	1
	39