

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE & TIME: Monday, June 17, 2024 at 7:00 PM

LOCATION: Germantown Village Hall Board Room
N112 W17001 Mequon Road

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

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

AGENDA

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **PRESIDENT’S REPORT:**
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST**
COMMITTEE AND DEPARTMENT REPORTS:
- VI. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*
- VII. **CONSENT AGENDA:**
 - A. Minutes: June 3, 2024
 - B. Purchase of Portable Radios for the Police Department
 - C. Resolution Adopting the 2023 Compliance, Maintenance Annual Report (CMAR) (WDNR)
 - D. Approval of the Development Agreement with Green Bay Packaging
- VIII. **UNFINISHED BUSINESS**
- IX. **PUBLIC HEARINGS:**
- X. **NEW BUSINESS:**
 - A. Award of contract for the Public Safety Building Needs Assessment to GRAEF/PRA/Moore in the amount of \$63,000
 - B. Briohn Building Corp. Agent for Green Bay Packaging, Inc. Property Owner - N128W21600 Holy Hill Road. Certified Survey Map (CSM) application to

combine (3) parcels into one for construction of a new 270,000 sqft light manufacturing/office facility.

- C. Briohn Building Corp. Agent for Goldendale Road IV, LLC Property Owner - W206N12880 Gateway Court. Certified Survey Map (CSM) for a property line adjustment to accommodate expansion of the Golden Pet Manufacturing facility.
- D. Barley Pop Brewhaus LLC — 2024-2025 Application for Renewal of Retail Alcohol Beverage License
- E. Resolution to approve a Sewer User Rate Increase
- F. Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing
- G. 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
- H. Award of additional well testing services for Well 12 to CTW Well and Pumps for an amount not to exceed \$92,730.
- I. An Ordinance to Opt Out of the Extended Closing Hours for Alcohol Beverage Licensed Premises During the 2024 Republican National Convention
- J. Approve bid award for the 2024 Annual Road Program (Maple Road - LRIP Project) to Stark Paving Corp. of Milwaukee, Wisconsin in the amount of \$417,893.50

XI. 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 VILLAGE BOARD
DATE AND TIME:	Monday, June 3, 2024 7:00 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

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

Village President Dean Wolter called the Village Board Meeting to order at 7:00 PM.

II. **ROLL CALL:**

Present: Village President Dean Wolter, Trustee David Baum, Trustee Terri Kaminski, Trustee Rick Miller, Trustee Robert Warren, Trustee Jolene Pieper, Trustee Jan Miller, Trustee Phil Hudson, Trustee Meg Cutts

Also Present: Village Administrator Steve Kreklow, Village Clerk Donna Ott, Village Attorney Brian Sajdak, Police Chief Mike Snow, Support Services Manager Erin Hirn, Library Director Trisha Smith

Absent:
Excused:

III. **PLEDGE OF ALLEGIANCE:**

IV. **PRESIDENT'S REPORT:**

Village President Wolter provided dates and locations of the upcoming Public Informational Meetings regarding the Division Road Project.

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

Trustees provided dates and times of upcoming events and meetings.

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

Lynne Schauer Bednarz (W156N10121 Pawnee Ct) spoke regarding tree damage on her property.

Darlene Vosen (N105W17134 Old Farm Rd) spoke regarding New Business Item M.

Melanie Smythe (N140W17938 Cedar Ln) spoke regarding the Village Center Phase 3 project, Public Safety building, impact fees, and property taxes.

Scott Hefle (W159N10514 Old Farm Rd) spoke regarding various items.

Sarah Larson (W159N9737 Butternut Rd) spoke regarding New Business Item M.

Jason Giguere (W202N10462 Appleton Ave) spoke regarding Das Barrel Room and New Business Item I.

VII. CONSENT AGENDA:

A. Minutes: May 20, 2024

Motion: Approve as presented

Motioned By: Trustee Baum

Seconded By: Trustee Hudson

Yes: Village President Wolter, Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Hudson, Trustee Cutts

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 9, No 0, Abstained 0)

VIII. UNFINISHED BUSINESS

IX. PUBLIC HEARINGS:

X. NEW BUSINESS:

Motion: Approve Items A, B, C, D, E, F, G, J, and K as presented

Motioned By: Trustee Pieper

Seconded By: Trustee Baum

Yes: Village President Wolter, Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Hudson, Trustee Cutts

No: Trustee Jan Miller

Abstain: None

Motion Carried by Voice Vote (Yes 8, No 1, Abstained 0)

- A. Application for Fireworks Permit: Germantown Parks & Recreation for the Fourth of July in Fireman's Park
- B. Application for Appointment of Successor Agent: EKM Moose 1238, W198N10217 Appleton Ave; Agent for Consideration: William F Numrich
- C. Application for Appointment of Successor Agent: Pick 'N Save #357, N112W16200 Mequon Rd; Agent for Consideration: John R Quinn
- D. Application for Appointment of Successor Agent: Post One Inc (American Legion) N120W15932 Freistadt Rd; Agent for Consideration: Kristi B Bonnell
- E. Application for Appointment of Successor Agent: Walgreens #5427, W156N11261 Pilgrim Rd; Agent for Consideration: Alyssa M Ritger
- F. Application for a Temporary Class "B" Retailer's License: 50th Anniversary Event for Germatown Historical Society on July 13, 2024 at Dheinsville Historic Park
- G. Producer Full-Service Retail Sales Application: Component Brewing for Hops & Hounds event on July 12, 2024, at Homestead Hollow County Park
- H. 2024-2025 Applications for Renewal of Retail Alcohol Beverage Licenses

Motion: Approve as presented

Motioned By: Trustee Baum

Seconded By: Trustee Pieper

Yes: Village President Wolter, Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Hudson, Trustee Cutts

No: Trustee Jan Miller

Abstain: None

Motion Carried by Voice Vote (Yes 8, No 1, Abstained 0)

- I. 2024-2025 Applications for Renewal of Annual Outside Premise Extension Licenses

Motion 1: Approve as presented

Motioned By: Trustee Pieper

Seconded By: Trustee Rick Miller

Motion 2: Segregate Das Barrel Room Outside Premise Extension Application until Final Site Plan Review and Decision by Plan Commission

Motioned By: Trustee Jan Miller

Seconded By: Trustee Cutts

Results of Motion 2:

Yes: Trustee Jan Miller

No: Village President Wolter, Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Hudson, Trustee Cutts

Abstain: None

Motion to Amend Failed by Voice Vote (Yes 1, No 8, Abstained 0)

Motion 3: Segregate Das Barrel Room Outside Premise Extension Application to Vote on Separately

Motioned By: Trustee Hudson

Seconded By: Trustee Jan Miller

Results of Motion 3:

Yes: Village President Wolter, Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Hudson, Trustee Cutts

No: Trustee Rick Miller, Trustee Pieper

Abstain: None

Motion to Amend Carried by Voice Vote (Yes 7, No 2, Abstained 0)

Motion 4: Approve All Outside Premise Extension Applications (Per the Attached List), Excluding Das Barrel Room, as presented

Motioned By: Trustee Hudson

Seconded By: Trustee Jan Miller

Results of Motion 4:

Yes: Village President Wolter, Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Hudson, Trustee Cutts

No: None

Abstain: None

Motion Carried By Voice Vote (Yes 9, No 0, Abstained 0)

Motion 5: Approve Das Barrel Room Outside Premise Extension Application as presented

Motioned By: Trustee Pieper

Seconded By: Trustee Kaminski

Motion 6: Begin the Non-Renewal Process for Das Barrel Room Outside Premise Extension

Motioned By: Trustee Rick Miller

Seconded By: Trustee Hudson

Results of Motion 6:

Yes: Village President Wolter, Trustee Baum, Trustee Kaminski, Trustee Rick Miller,

Trustee Warren, Trustee Jan Miller, Trustee Hudson, Trustee Cutts

No: Trustee Pieper

Abstain: None

Motion to Amend Carried by Voice Vote (Yes 8, No 1, Abstained 0)

Results of Motion 5:

Yes: Village President Wolter, Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson, Trustee Cutts

No: Trustee Pieper

Abstain: None

Amended Motion Carried by Voice Vote (Yes 8, No 1, Abstained 0)

J. Application for Renewal of Junk Dealer Establishment: Waste Management, W132N10487 Grant Dr

K. Application for Renewal of Second Hand Article Dealer License: ecoATM, LLC; W190N9855 Appleton Ave (within Wal-Mart)

L. Employee Benefits Broker Contract

Motion: Proceed with the Employee Benefits Broker Contract / Agreement with USI Insurance Services LLC with an effective date of July 1, 2024.

Motioned By: Trustee Rick Miller

Seconded By: Trustee Warren

Yes: Village President Wolter, Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Cutts

No: None

Abstain: Trustee Hudson

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 1)

M. A Resolution in Support of and Committing Match Funds Not to Exceed \$4,250,000 for Germantown Community Library's 2024 Flexible Facilities Program (FFP) Grant Application for the Library's Second Floor Expansion

Motion: Approve Resolution No. 17-2024 to apply for the FFP Grant of \$4.25 Million

Motioned By: Trustee Jan Miller

Seconded By: Trustee Baum

Yes: Village President Wolter, Trustee Baum, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Hudson, Trustee Cutts

No: Trustee Kaminski

Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 1, Abstained 0)

- N. Development Agreement with Sterling Pharma Solutions. The Village Board may go into closed session as per Wis. Stat. 19.85(1)(e) for the purpose of deliberating or negotiating, when competitive or bargaining reasons require a closed session, and then re-enter open session to take such action as it deems appropriate.

Motion: Enter into Closed Session with Village Administrator Kreklow, Village Attorney Sajdak, Community Development Director Jeff Retzlaff, and Economic Development Washington County Executive Director Christian Tscheschlok in attendance

Motioned By: Trustee Pieper

Seconded By: Trustee Baum

Yes: Village President Wolter, Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Hudson, Trustee Cutts

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 9, No 0, Abstained 0)

Motion: Return to Open Session

Motioned By: Trustee Pieper

Seconded By: Trustee Baum

Yes: Village President Wolter, Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Hudson, Trustee Cutts

No: None

Abstain: None

Motion Carried (Yes 9, No 0, Abstained 0)

Motion: Direct Staff to Proceed as Discussed in Closed Session

Motioned By: Trustee Pieper

Seconded By: Trustee Baum

Yes: Village President Wolter, Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper

No: Trustee Cutts, Trustee Hudson, Trustee Jan Miller

Abstain: None

Motion Carried (Yes 6, No 3, Abstained 0)

XI. ADJOURNMENT:

Village President Wolter adjourned the Village Board Meeting at 10:12 PM.



COMMITTEE REPORT

To: Public Safety Committee
From: Aaron Daul – Chief Administrative Officer
Meeting Date: May 15th, 2024
Re: Request for Municipal Public Safety Radio Grant – Village of Germantown Police Department

DECISION:

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

STRATEGIC PRIORITY/RESULT ACHIEVED:

Well-Governed and Administered County; Safe and Secure Community

DISCUSSION:

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

The Village of Germantown Police Department has submitted a request to utilize the grant program for 4 portable radios and 1 mobile head radio related to the hiring of 4 additional officers and the purchase of 1 additional vehicle.

Based on the grant parameters, the grant award for this request is: \$34,900.

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

FISCAL EFFECT:

Currently, \$441,800 exists in the grant fund for this purpose. Dollars for this program were allocated on a one-time basis and the County Board will need to consider replenishing after the fund is exhausted.

ATTACHMENTS:

Grant request from the Village of Germantown.

RECOMMENDATION:

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



Village of

Germantown
Willkommen

Department of Police
N112 W16877 Mequon Road P.O. Box 96
Germantown, Wisconsin 53022
Phone: (262) 253-7780 Fax: (262) 253-7787
E-mail: gtpd@germantownpolice.org

Michael S. Snow
Chief of Police

To: Aaron Daul
Date: April 17, 2024
Subject: Radio Grant Funding

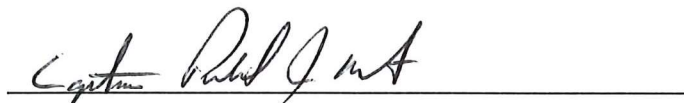
The Germantown Police Department is requesting funding for the following radio devices through 2022 Resolution 66.

4	XL-200P Portable Radios	\$28,843.64 (\$7,210.91 / radio)
1	L2Harris XL-200M Mobile Radios	\$8,960.21

The reason for this additional request is with the passing of the Public Safety Referendum, we will be hiring an additional 4 officers in January of 2025. We these additions, we will also have to add another squad to our fleet, requiring an additional mobile unit.

I have attached quotes for both requests. The pricing on the quote already has the 26% discount added into the total cost.

Thank you for your consideration.



Captain Patrick Merten

Germantown Police Department



COMMITTEE REPORT

To: Public Safety Committee
From: Aaron Daul – Chief Administrative Officer
Meeting Date: May 15th, 2024
Re: Updated Request for Municipal Public Safety Radio Grant – Village of Germantown

DECISION:

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

STRATEGIC PRIORITY/RESULT ACHIEVED:

Well-Governed and Administered County; Safe and Secure Community

DISCUSSION:

In March of 2024, the Public Safety Committee approved a radio grant program request from the Village of Germantown for 4 portable law enforcement radios and 2 mobile law enforcement radios, for a total award of \$37,800. Shortly after the award was communicated (and prior to the purchase of the radios), the cost of the radios increased. This request is to update the award amount to reflect the new pricing on standard model radios. If approved, this action would increase the total award by \$5,200 to \$43,000.

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

FISCAL EFFECT:

Currently, \$441,800 exists in the grant fund for this purpose (including the originally approved \$37,800). Dollars for this program were allocated on a one-time basis and the County Board will need to consider replenishing after the fund is exhausted.

ATTACHMENTS:

Grant request update email from the Village of Germantown.

RECOMMENDATION:

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

RE: Radio Grant - Germantown PD



Captain Pat Merten
To You

Apr 4

...



Aaron,

I am not sure if you have heard, but I got a call from John Tramburg (General Communication) today. He told me that the price of radios has gone up April 1st. We have not purchased our radios yet, due to having to get village board approval. Once John gets me the updated quote, will I need to have you put it on the public safety agenda as an amendment for us, or can you just send me a new resolution with the new amount.

Let me know when you get a chance and I will send you a new quote when John gets it to me.

Thanks

Captain Patrick J Merten

N112 W16877 Mequon Rd

Germantown, WI 53022

Office: (262) 253-7780

Fax: (262) 253-7787

pmerten@germantownpolicewi.gov



BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 17, 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

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution by the Village Board to approve the 2023 CMAR and adopt its results so it can be submitted to the DNR.

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: 8

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: Reporting For:
5/21/2024 **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

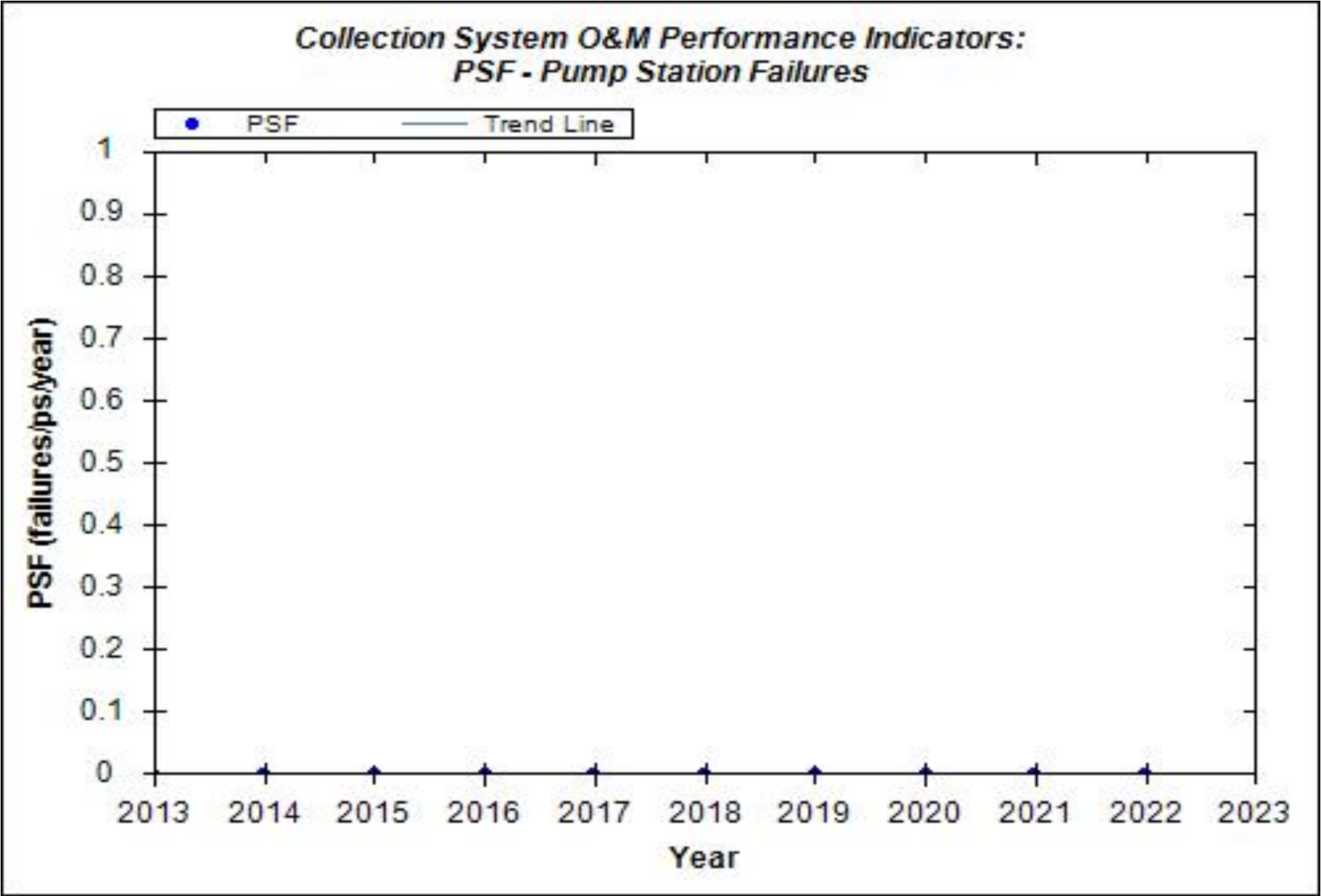
Collection Systems: Grade = A
(Regardless of grade, response required for Collection Systems if SSOs were reported)

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

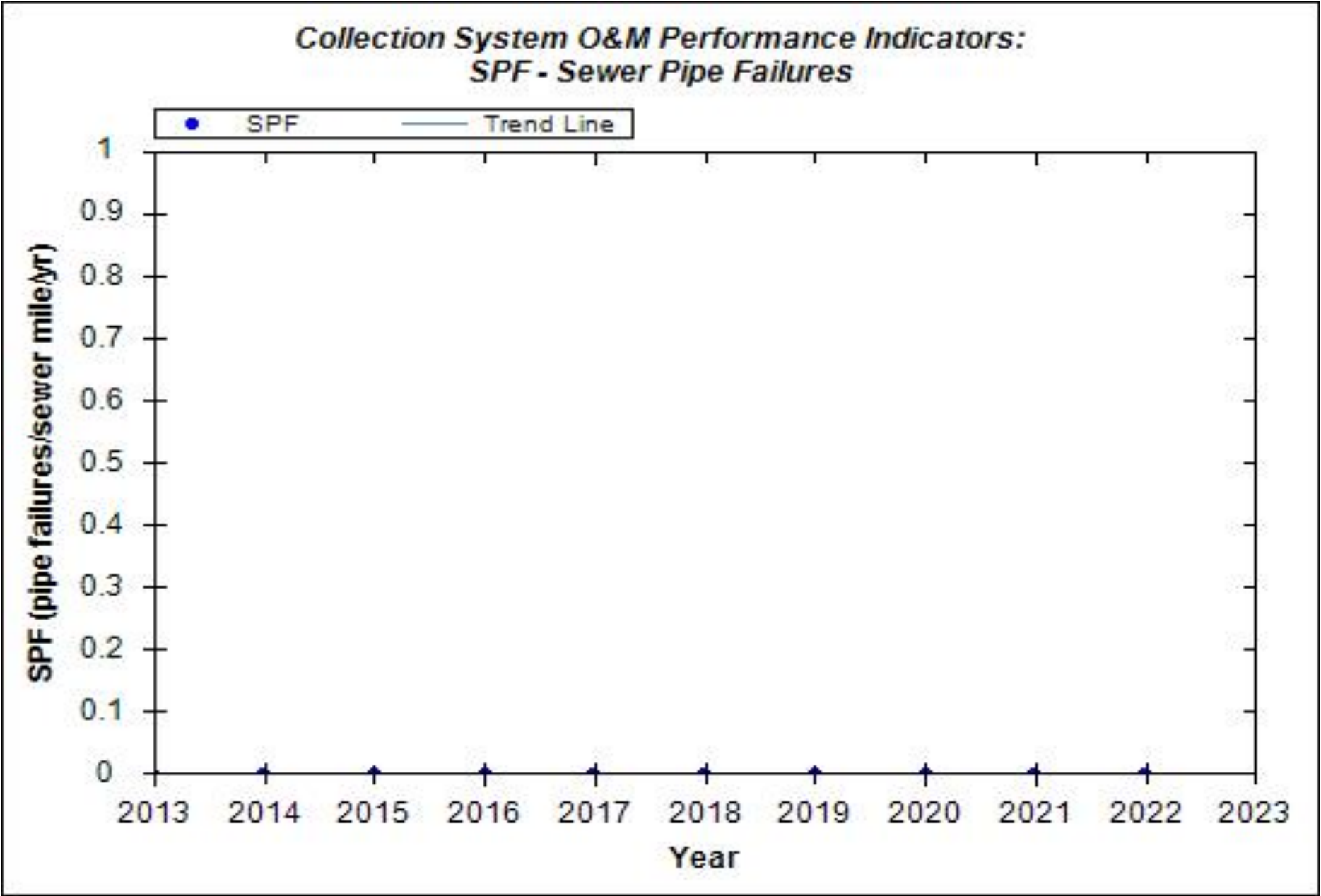
for Trend Line: PSF: $y = 0x + 0$



Germantown Sewage Collection System

Linear equation uses 2013 - 2023 CMAR data

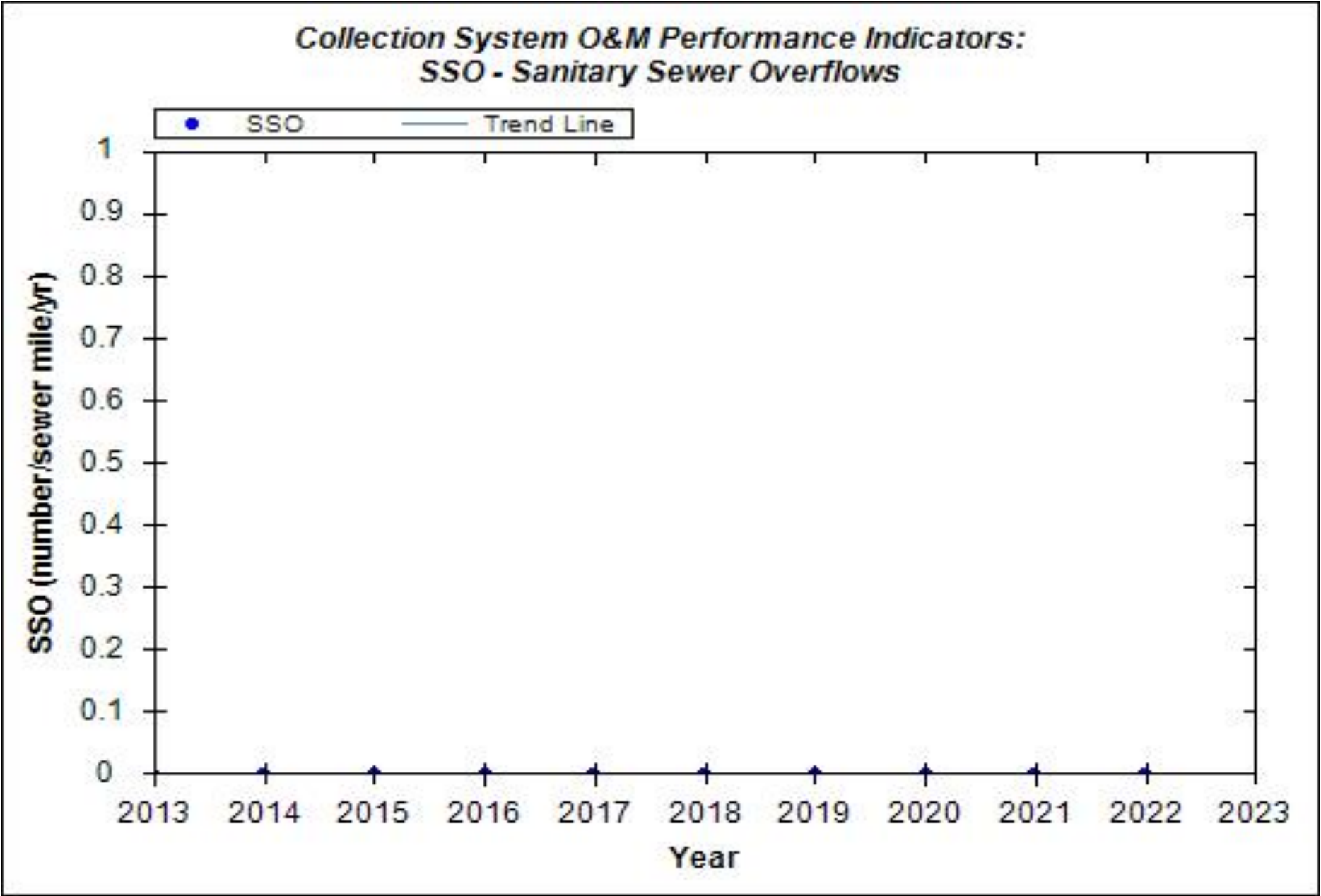
for Trend Line: SPF: $y = 0x + 0$



Germantown Sewage Collection System

Linear equation uses 2013 - 2023 CMAR data

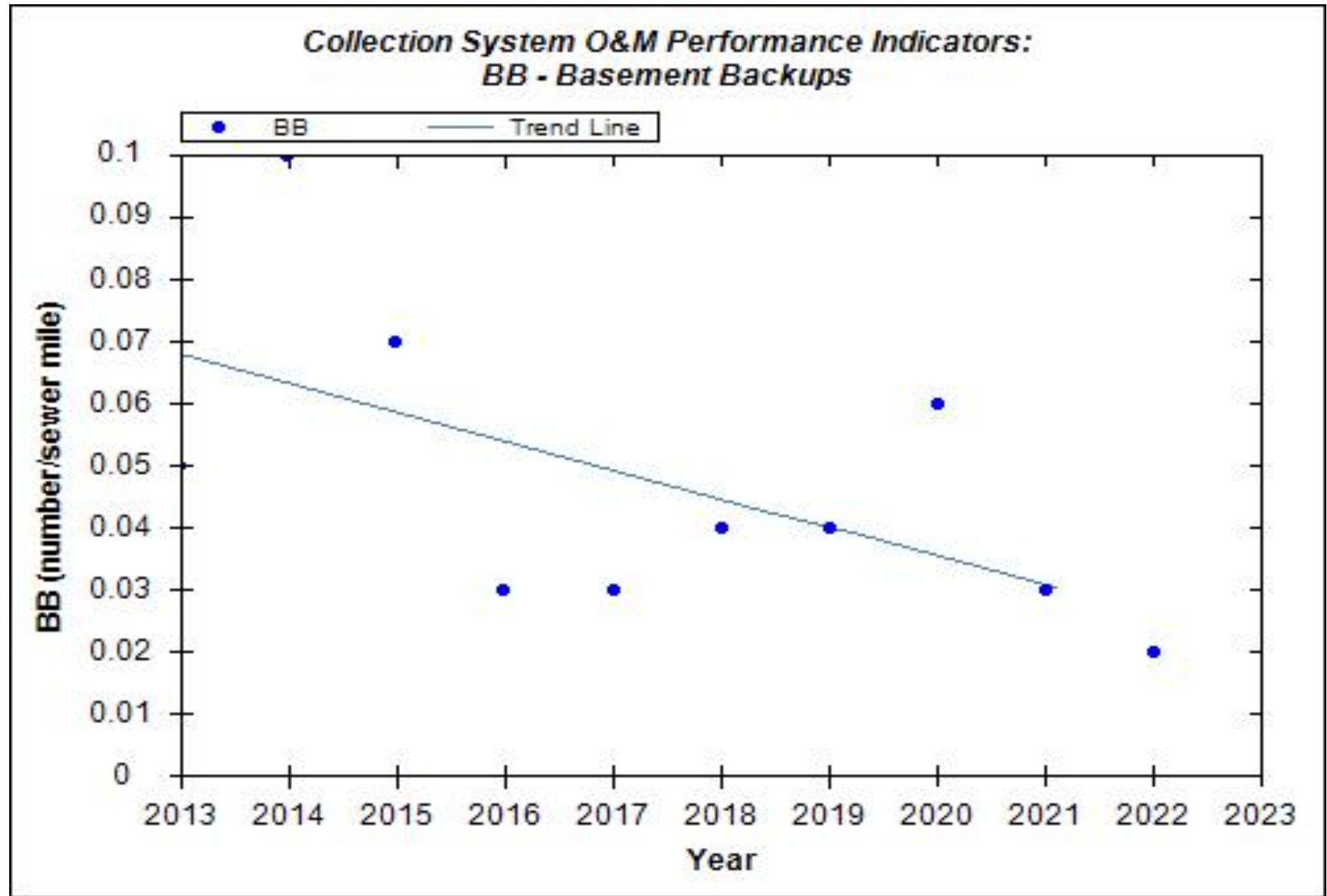
for Trend Line: SSO: $y = 0x + 0$



Germantown Sewage Collection System

Linear equation uses 2013 - 2023 CMAR data

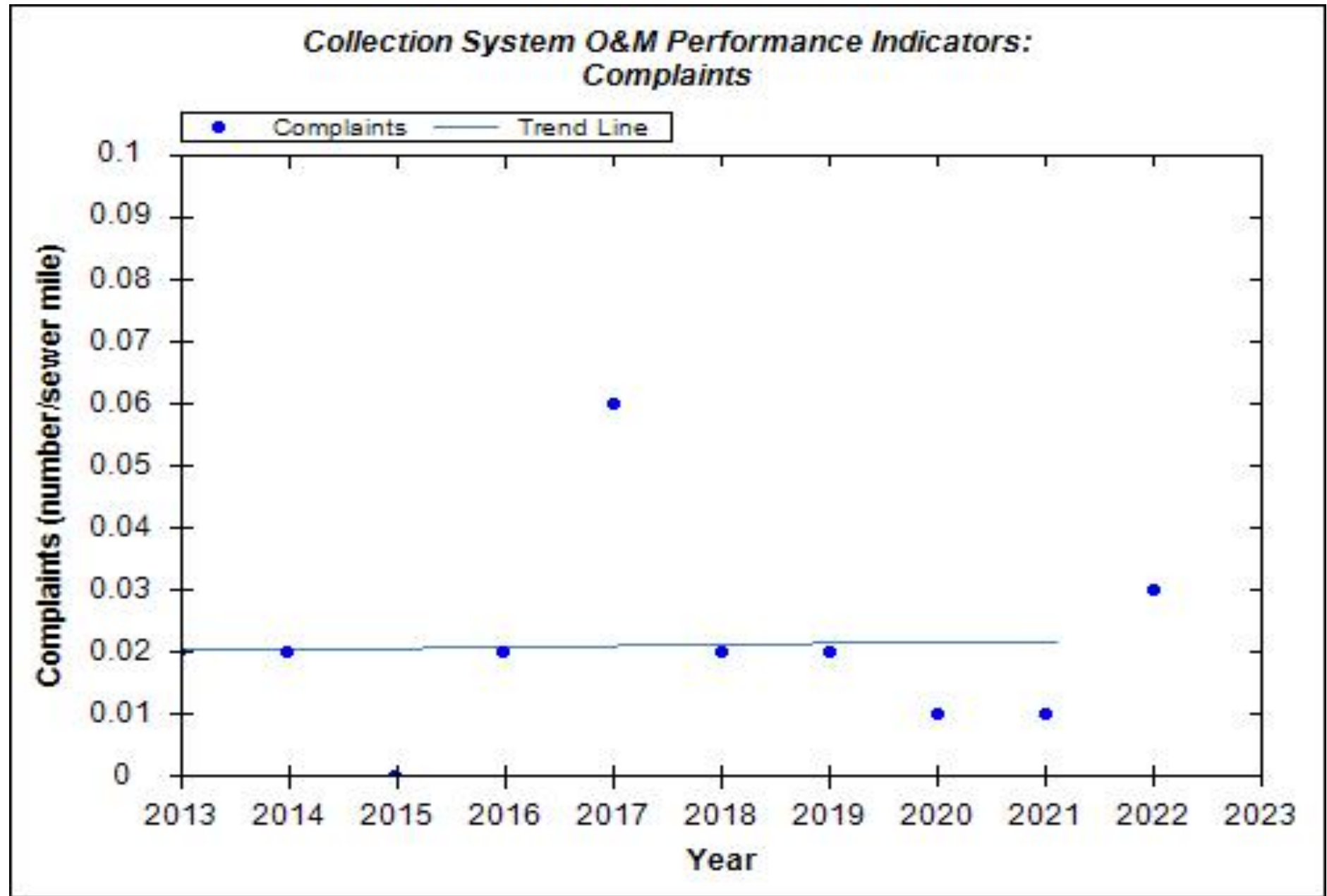
for Trend Line: BB: $y = -0.000013x + 0.60$



Germantown Sewage Collection System

Linear equation uses 2013 - 2023 CMAR data

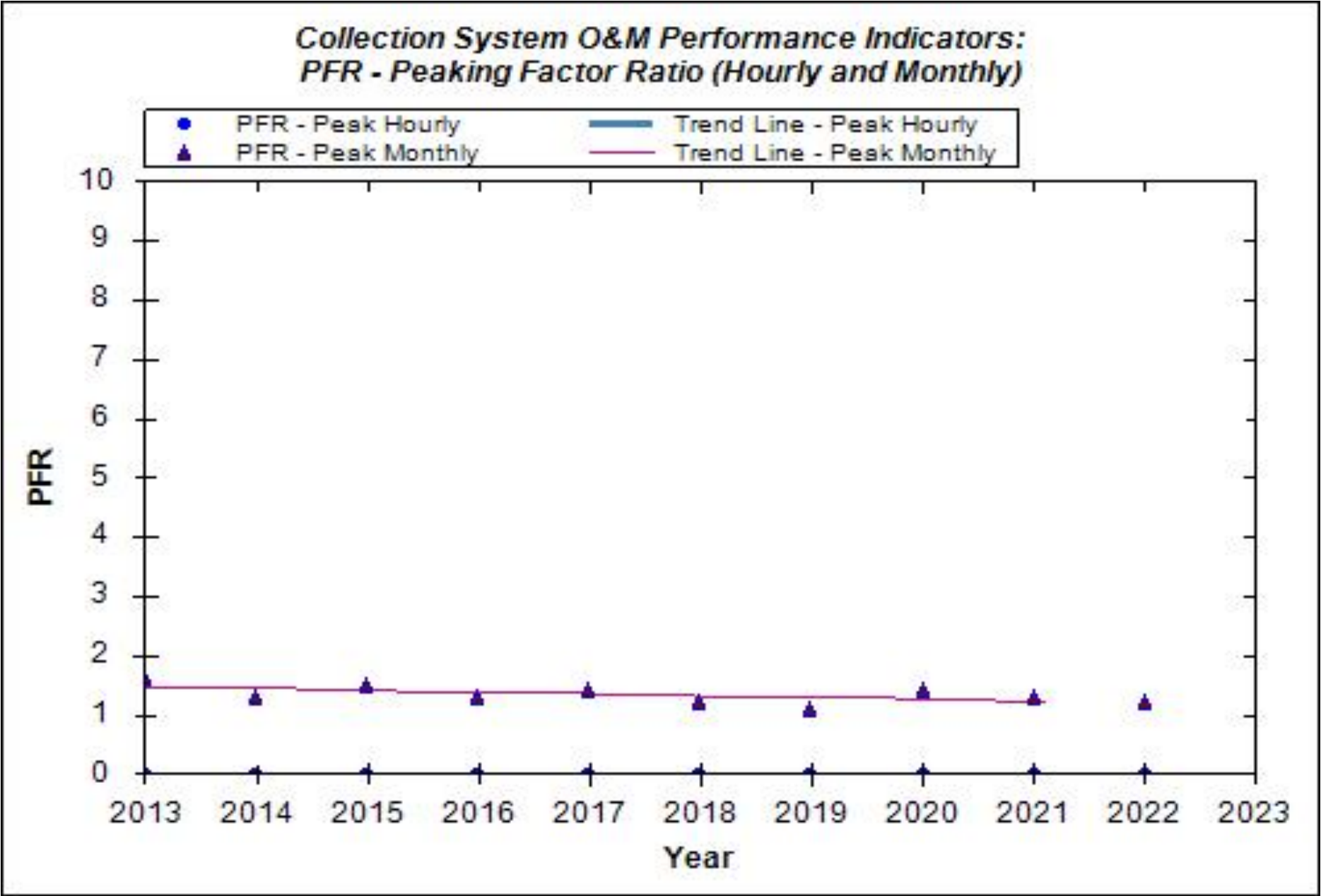
for Trend Line: Complaints: $y = 0x + 0.00$



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 VILLAGE BOARD

MEETING DATE: June 17, 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. GBP Development Agreement - Final

STAFF 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 "Developer's Plans" (attached hereto as Exhibit B), 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 \$ _____ to be substantially completed not later than August 31, 2025.

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.

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 public utility and roadway 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.

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

CERTIFIED SURVEY MAP NO. _____ BEING PART OF THE
NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20
EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY,
WISCONSIN.

EXHIBIT B

IMPROVEMENT PLANS

Per plans submitted to and approved by the Plan Commission.

Development Agreement Exhibit C

Letter Agreement

THIS LETTER AGREEMENT ("Agreement") is made and effective as of May_, 2024, by and between Briohn Building Corp. ("**Contractor**") and the Village of Germantown ("**Village**").

WITNESSETH:

WHEREAS, Contractor is constructing a building for Green Bay Packing Inc. at that certain property located at N128W21600 Holy Hill Road, Germantown, WI 53022 (the "**Property**");

WHEREAS, Contractor requests that the Village execute a general fill application for submission to the Wisconsin Department of Natural Resources (the "**Fill Application**") to fill a portion of Wetland 4 as set forth on the attached Exhibit A; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and the Village hereby agree as follows:

1. Execution of Fill Permit. Contractor 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**"). Contractor agrees to assume all responsibility for any Credits and other costs related to the Fill Application as may be required by the WDNR.
2. Authorization. Each party represents that the person executing this Agreement for such party is acting on behalf of such party and is duly authorized to execute this Agreement for such party.
3. Successors and Assigns. All covenants and agreements hereunder shall be binding upon and inure to the benefit of and be enforceable by or against each of the parties hereto and their respective successors and assigns.
4. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected hereby, and each provision of this Agreement shall be valid and enforceable to the extent permitted by law.

5. Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Wisconsin, with venue in Washington County without regard to conflict of laws principles.
6. Notice. Any notices which may be given pursuant to this Agreement shall be given in writing and shall be sent via a commercially recognized overnight courier service to the following address:

Brionn Building Corp.
3885 N. Brookfield Road, Suite 200
Brookfield, WI 53045

Village of Germantown
N112W1 7001 Mequon Rd
Germantown, WI 53022

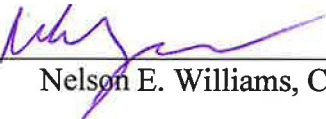
7. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile or in PDF or other format by electronic mail shall be binding upon Contractor and the Village with the same force and effect as original signatures.

(Signatures contained on the following page.)

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

CONTRACTOR:

BRIORN BUILDING CORP.

By: 
Nelson E. Williams, CEO

VILLAGE:

VILLAGE OF GERMANTOWN

By: *Steven Kreklow*

Name: Steven R. Kreklow

Title: Village Administrator

Letter Agreement EXHIBIT A



Ueli,  ru's

1800-
J.Y.C. CHUO D.C. 0700
1.0000000000
WETLANDS DELINEATED BY K. SHERFINSKI OF HELIANTHUS, LLC ON OCTOBER 2 AND 5, 2023
GREEN BAY PACKAGING SITE
GERMANTOWN, WI 53076

WETLAND BOUNDARY MAP

GREEN BAY PACKAGING SITE
GERMANTOWN, WI 53076

r...n...n'...ll'

Drawn By: _____
Project Number: _____

FIGURE

EXHIBIT D

VILLAGE FEE SCHEDULE FOR PROJECT

4.04 DEVELOPMENT AGREEMENT REVIEW FEE				
Item	Qty	Per Unit	Total	Notes
DA	1	\$ 5,000.00	\$ 5,000.00	Paid at time of DA
SUBTOTAL DA REVIEW FEE			\$ 5,000.00	
4.05 PROFESSIONAL FEE & INSPECTION FEES				
Item	Qty	Per Unit	Total	Notes
Professional	1	\$ 1,500.00	\$ 1,500.00	Estimate; billed hourly
Inspection	1	\$ 22,000.00	\$ 22,000.00	Estimate; billed hourly
SUBTOTAL PROF & INSPECT FEES			\$ 23,500.00	
4.06 DATA CONVERSION FEE				
Item	Qty	Per Unit	Total	Notes
GIS	1	\$ 1,500.00	\$ 1,500.00	Estimate; billed hourly
SUBTOTAL DATA CONV FEES			\$ 1,500.00	
PUBLIC WORK SURETY				
Item	Qty	Per Unit	Total	Notes
ROW Improvements	1	\$ 489,251.00	\$ 489,251.00	Letter of Credit required per Section 18.08(15) of Zoning Code. In place at time of building permit issuance; returned upon Village acceptance of public improvements per Section 6.01 of DA
SUBTOTAL PUBLIC WORK SURETY			\$ 489,251.00	
TOTAL BUDGET				
Item	Qty	Per Unit	Total	Notes
4.02 Impact Fees	1	\$ 150,200.74	\$ 150,200.74	Due at building permit issuance; reassessed after 1 year of operation
4.04 DA Review Fee	1	\$ 5,000.00	\$ 5,000.00	Due at DA approval
4.03, 4.05, 4.06 Project Review & Inspection Fees	1	\$ 35,000.00	\$ 35,000.00	Budgetary number; invoiced at an hourly rate
TOTAL BUDGET			\$ 190,200.74	
TOTAL SURETY				
Item	Qty	Per Unit	Total	Notes
ROW Improvements	1	\$ 489,251.00	\$ 489,251.00	Due at building permit issuance; released 1 year after acceptance
SUBTOTAL PUBLIC WORK SURETY			\$ 489,251.00	

EXHIBIT D, continued.

VILLAGE FEE SCHEDULE FOR PROJECT

EQUIPMENT RATES -- 2024

EQUIPMENT DESCRIPTION	2024
Cruz-Air	\$81.16
Case Backhoe & Loader	\$47.92
Michigan Loader	\$61.23
Case/John Deer Loader/Snow Plow	\$103.82
Case/John Deer Loader/Snow Blower	\$141.07
Single Axle Dump Truck (5yd)	\$43.92
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	\$70.54
Tandem Axle Dump Truck	\$58.56
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	\$86.51
Quad Axle Dump Truck	\$101.50
1-Ton Patrol Truck (2-3 yd)	\$33.28
1-Ton Truck w/Plow	\$41.26
Truck w/Water Jetter w/Aux. Power Unit	\$66.54
Aerial Lift Truck	\$82.52
3500- Truck w/ Utility Box & Crane	\$66.95
Pickup Truck	\$25.95
Pickup Truck w/Plow	\$37.26
Self Propelled Vibrating Roller	\$50.57
Self Propelled Non-Vibratory Roller	\$46.57
185 cfm Air Compressor (Portable)	\$37.26
Street Sweeper 40 Hp w/Front Mounted Broom	\$49.24
Vacuum Sweeper	\$109.13
Vac All	\$114.45
Sewer line Televising Truck	\$154.39
Combination Sewer Machine (pipe jetter & vac)	\$186.32
Mini Excavator	\$65.24
Skid Steer Loader w/Bucket	\$42.59
Skid Steer Loader w/Snow Blower/Broom	\$46.57
20" Enclosed Trailer	\$16.88
REX Valve Turner	\$93.42
10' Utility Trailer	\$13.51

EXHIBIT D, continued.

VILLAGE FEE SCHEDULE FOR PROJECT

Tar Kettle	\$45.25
Motorized Mower (24" & Under)	\$17.65
Motorized Mower (25"-47")	\$24.63
Motorized Mower (48" & larger)	\$28.62
Tractor w/Sickle or Flail Mower	\$61.35
Chain Saw	\$16.33
Hydraulic Saw	\$16.33
Hydraulic Pruner	\$16.33
Chipper	\$53.23
Generator (225 Kw)	\$75.86
Generator (Under 10 Kw)	\$33.28
Trailer Mounted Vacuum Excavator & Valve Turner	\$111.80
6 " Pump/Hose	\$41.26
4" Pump/Hose	\$34.61
3" Pump/Hose	\$28.62
Barricades-----DAILY COST	\$4.00
Traffic Control Signs-----DAILY COST	\$2.00

NOTE: 2024 rates reflect a 3% increase of 2023 rates

EXHIBIT D, continued.

VILLAGE FEE SCHEDULE FOR PROJECT

LABOR RATES -- 2024

POSITION DESCRIPTION	Annual Hourly Rates		
	2022	2023	2024
Director of Public Works	\$85.40	\$80.09	\$97.68
Community Development Director		\$82.69	\$85.91
Village Engineer	\$71.96	\$67.19	\$86.25
Project Engineer	\$60.94	\$56.81	\$58.51
Civil Engineer	\$45.88	\$54.63	\$56.26
Land Surveyor/Survey Crew w/Robot	\$153.85	\$140.30	\$144.51
Engineer Tech III / Land Surveyor	\$54.37	\$42.95	\$44.24
Construction Inspection	\$54.58	\$52.84	\$54.43
Record Drawing Documentation Prep	\$54.58	\$51.75	\$53.30
Clerical_DPW		\$43.64	\$44.95
Clerical_Planning/Zoning		\$43.90	\$45.21
Superintendent_Highway	\$61.60	\$67.24	\$74.50
Foreman_Highway		\$63.14	\$65.87
Highway Maintenance Worker II	\$51.69	\$58.02	\$59.76
Highway Operators (Traffic Signals)	\$60.01	\$60.38	\$62.19
Superintendent_ Water Utility	\$61.60	\$65.85	\$74.11
Foreman_Water Utility		\$60.95	\$63.61
Superintendent_ Waste Water	\$61.61	\$66.45	\$74.96
Utility Operator	\$53.03	\$58.02	\$59.76

NOTE: 2024 rates for filled positions reflect base wage + benefits/fed/state/pension/ins/ss (from payroll) + 15% Administration/Overhead.
NOTE: 2024 rates for other positions represents a 3% increase.

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

WITNESSETH:

PIN: _____

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: _____
Name:
Title:

By: _____
Dean Wolter, Village President

Attest:

By: _____
Donna Ott, Village Clerk

STATE OF WISCONSIN)
) SS.
COUNTY)

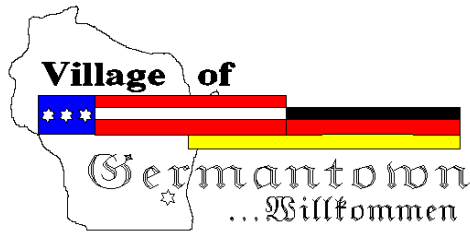
Personally appeared before me this ____ day of _____, 2024, the above-named _____, the _____ of _____, to me known to be the persons who executed the foregoing agreement on behalf of the Developer and by its authority.

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: _____



Department of Public Works

Matt Mortwedt, Director
Kevin Driscoll, Village Engineer

Village of Germantown Public Safety Building Needs Assessment Project

Request for Proposals (RFP)

PURPOSE

The Village of Germantown is seeking specific qualifications and proposals from architectural design firms with expertise and experience in:

1. Evaluating and assessing municipal police department, fire department, and general government facilities long-term space needs as it pertains to the construction of a new public safety facility or facilities.
2. Conducting space studies and facility programming analysis of police department, fire department and general government functions to determine the size of (facility sq/ft) and location (site requirements) of a new facility.
3. Providing an evaluation and estimate for construction of a new public safety facility.

QUALIFICATIONS

1. Description of the firm. *Limit 1 Page.*
2. Background and relevant experience of key personnel that will be working directly on this project. *Limit 3 pages*
3. Any additional information that you believe communicates the capabilities of your firm to perform this project. *Limit 3 pages.*
4. Up to three examples (copy) of work your firm has completed in government planning or space needs analysis. *Limit 3 pages.*
5. A list of three references (with contact information) from similar projects. *Limit 1 page.*

RESOURCES

A limited space study and construction estimate was completed by Zimmerman in late 2019 and early 2020. Developments since that study include the consolidation of the Germantown Police Department and Fire Department dispatch function to Washington County, the possibility of co-locating some Fire Department programming in a shared new facility, the possibility of the need for new and separate fire and police facilities, and the possibility for growth in both departments following a spring 2024 referendum.

A copy of the Venture documents will be provided to the selected firm.
Staff will be available for interviews and tours.

To the extent drawings are available, those documents can be provided.

Current Properties

Village Hall is located at N112 W17001 Mequon Road.

The Germantown Police Department is located at N112 W16877 Mequon Road.

The Germantown Fire Department is located at N115 W18752 Edison Dr.

The current Department of Public Works site at N122 W17177 Fond du Lac Ave is among those to be evaluated for a new Police and/or Fire facility. The main DPW office building and several storage facilities at that site will be demolished in the Fall of 2024. Certain DPW facilities will remain on the site.

DELIVERABLES

Phase 1 – Space Needs and Existing Facilities

1. A written evaluation of the immediate and long-term space needs for the Police Department and Fire Department. This evaluation should factor in the outcome of the Spring 2024 referendum, additional projected growth in those departments, and the consolidation of dispatch function with Washington County.
2. A written assessment of the suitability of the existing facilities, as-is, to meet current and future needs identified in the space evaluation above.
3. If the space needs (current and/or future) identify a deficiency; provide a written assessment to address (a) if remodel and/or expansion of existing facilities is feasible, and (b) the cost required to improve existing Police Department and Fire Department facilities to meet modern space and design standards and incorporate new technology requirements.
4. Address timing on when the Village of Germantown should consider the remodel and/or expansion of existing facilities. Evaluation points on timing may include staffing levels, Village population, reduced response times, and other factors not yet identified.
 - a. If remodeling and/or expansion of current facilities cannot meet current or future needs, address timing on when the Village of Germantown should consider a new facility or facilities to meet space needs. Evaluation points on timing may include staffing levels, Village population, reduced response times, and other factors not yet identified.

Phase 2 – Co-location and Site Identification

1. An analysis on the feasibility of co-locating certain Fire Department programming and the Police Department in a shared new facility in a way that appropriately addresses the needs of both departments. Consideration should be made for space, response times, geographic location (where this is an important factor), and other factors identified during the study.
2. Determine the size and footprint of a new combined public safety facility.
 - i. Alternate: Determine the size and footprint of a new Police Department facility and a new Fire Station.
3. Determine site requirements (space, access, ideal geographic location, communication equipment) for a new combined public safety facility to include public access, parking, equipment storage, etc.
 - i. Alternate: Determine the site requirements (space, access, ideal geographic location) for a new Police Department facility and a new Fire Station?

4. Evaluate the current Department of Public Works site for suitability for a new combined Public Safety facility.
 - i. Alternate: Evaluate the current Department of Public Works site for suitability for a new Police Department facility or a new Fire Station if a combined Public Safety building approach is not appropriate.
5. Identify two additional sites in Germantown that are suitable for a combined Public Safety facility.
 - i. Alternate: Identify two additional sites in Germantown that are suitable for a new Police Department Facility.
 - ii. Alternate: Identify two additional sites in Germantown that are suitable for a new Fire Station.

Phase 3 – Cost Estimates and Concepts

1. Produce an itemized construction estimate for the facility or facilities that includes land acquisition, infrastructure improvements/extensions, relocation of communication equipment, design, and construction.
2. Produce two different high level concept plans for the facility or facilities.
3. Present a project wrap-up presentation, outlining all three phases, to the Public Works and Highway Committee and the Village Board.

PROPOSAL

1. Provide a table of the work tasks that will be required to complete each of the three phases, the hours required to complete the tasks, and the cost associated with the tasks. Roll up costs by phase and provide a project total cost.
2. A timeline for the accomplishment of the tasks described above.
3. A statement of qualifications as set forth in QUALIFICATIONS above.
4. A table outlining hourly costs should the Village of Germantown request work beyond the scope of what is identified in this RFP.

CONSULTANT SELECTION

The Village of Germantown Trustees with the assistance of Village Administrator Steve Kreklow, Police Chief Mike Snow, Fire Chief John Delain and Director of Public Works Matt Mortwedt will evaluate all proposals submitted and make a recommendation to the Village Board of Trustees. The Village Board of Trustees shall make the final selection for this engagement. The Trustees request the recommended firm present their proposal to the Village Board prior to award. The initial award will be for Phase 1. Upon successful completion of Phase 1 the Village may choose to award Phase 2 work. Successful completion of Phase 2 work may result in the Village approving Phase 3. The award of Phase 1 does not guarantee the award of subsequent phases. The Village reserves the right to reject all proposals or to accept the proposal which best serves the interests of the Village. The award of this project does not indicate any preference, or guarantee any work, for future Village of Germantown facilities projects. The firm selected shall be an independent contractor. All submissions shall be subject to the Wisconsin public records statute and the Village reserves the right to retain all submitted proposals.

June 13, 2024

Three paper copies and one electronic copy of your proposal must be submitted no later than **3:00 P.M.** on **April 26, 2024**. Proposals should be directed and delivered to:

Department of Public Works

Director Matt Mortwedt

N112 W17001 Mequon Road

Germantown, WI 53029

mmortwedt@germantownwi.gov

Village of Germantown Police Department

Chief Mike Snow

N112 W16877 Mequon Road

Germantown, WI 53029

msnow@germantownpolicewi.gov

Village of Germantown Fire Department

Chief John Delain

N115 W18752 Edison Rd

Germantown, WI 53022

jdelain@germantownwi.gov

Questions regarding this RFP must be submitted via email to Matt Mortwedt.

June 13, 2024



PUBLIC SAFETY BUILDING NEEDS ASSESSMENT PROJECT

prepared for

Village of



Germantown

prepared by



Primary Contact:

Mike Paulos, PE
Project Manager | Principal-in-Charge
Mike.Paulos@graef-usa.com
414 / 266 9086

275 West Wisconsin Avenue
Suite 300
Milwaukee, WI 53203
414 / 259 1500
www.graef-usa.com

April 26, 2024

Mr. Matt Mortwedt
Director of Public Works
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022-0337

SUBJECT: Proposal for Village of Germantown Public Safety Building Needs Assessment Project

Dear Matt:

The Germantown Police and Fire Departments have a long history of service and responsiveness to its residents and businesses. The recently passed safety referendum illustrates the residents' commitment that the departments are properly funded and staffed. The additional four new police officers and ten additional firefighter-paramedics further highlights the need to evaluate and assess the departments' long-term needs as the Village and departments grow. Germantown's demonstrated proactive approach to ensure they are well positioned to plan for these important facilities is another example of the Village's effort to provide top-notch and reliable services to its residents.

The GRAEF team will take a holistic approach as we perform the public safety building needs assessment. We are proposing the same team that performed a similar needs assessment for the Germantown Department of Public Works facility and campus, and ultimately the design and on-going construction of the new facility. GRAEF performed all of the design services (architectural and engineering) **under one roof** out of **our Milwaukee headquarters**. In addition, Moore Construction Services will again be part of the team providing valuable cost estimating of the various solutions. In addition, Plunkett Raysich Architects, LLP (PRA) has been added to the team as they have performed dozens of safety building assessments as well as architectural services for many police and fire stations. The GRAEF\PRA\Moore team provides many benefits to Germantown, including:

EXPERTISE AND EXPERIENCE: The team assembled for this project bring a wealth of knowledge and are industry experts in facility assessments, cost estimating and designing of these types of facilities. In addition, we have the ability to analyze response times for police and fire response as we consider possible sites with our InfiniteGIS capabilities. Finally, we have performed real estate pro-forma analysis as we review properties for these facilities. Our **full-service project team** provides a comprehensive menu of services to meet every project requirement - reducing the overall risk to the Village and saving you time and money.

OUR COMMITMENT: This is your project - all decisions including scheduling, budget, and final design selection are yours. We will act as a guide to help the Village make the decisions that will best serve Germantown. The GRAEF team will work collaboratively with you, providing unparalleled personal attention to ensure all project goals and schedules are met.

OUR LOCATION: GRAEF and its team members are **located just minutes from Germantown** and can respond quickly to design or construction inquiries. We are familiar with the Village from our recent DPW campus work and can be on site quickly for any construction issues that may arise.

Our project team will work closely with you to ensure that all the project goals and schedules are met. Above all, we always listen to our clients. Combining the wide array of the **GRAEF\PRA\Moore experience** along with my personal attention, our team will bring exceptional architectural, engineering, and cost estimating expertise to Germantown.

If you have questions regarding any part of this submittal, please contact me at 414-266-9086 and I will be happy to discuss it further. We look forward to the opportunity to continue our relationship with you and to serve your community with value and integrity. Our project team pledges its expertise to provide superior architectural and engineering services to the Village and to bring your project to a successful conclusion that is rewarding to everyone involved.

Sincerely, Graef-USA Inc.



Michael N. Paulos, PE, LEED® AP, CDT
Principal | Project Manager | Principal-in-Charge | Municipal Area Team Leader

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FIRM OVERVIEW

Since its inception in 1961, GRAEF has grown from a small individual partnership to a prominent, multi-disciplinary international firm. GRAEF has a team of nearly 300 employees spread across ten offices in the Midwest, Florida, and Turks and Caicos. GRAEF's headquarters is located in Milwaukee, WI.

For over 60 years, GRAEF's unwavering dedication to excellence has been fueled by core values such as integrity, quality, and a steadfast commitment to exceptional customer service. These principles form the bedrock of GRAEF's operations, ensuring that clients receive the highest level of satisfaction and a seamless experience.

GRAEF has remained at the forefront of the industry, consistently adapting to emerging trends and embracing advancements, and is proud to be a reliable partner for clients seeking top-tier design services and unmatched expertise.



OUR CORE PURPOSE

To improve the
physical environment
for the benefit
of society

WE ARE

- ▶ Architects
- ▶ Structural Engineers
- ▶ Mechanical, Electrical & Plumbing Engineers
- ▶ Civil Engineers
- ▶ Landscape Architects
- ▶ Surveyors
- ▶ GIS Specialists
- ▶ Planners & Urban Designers
- ▶ Transportation Engineers
- ▶ Water Resource Engineers
- ▶ Environmental Scientists

OUR PROMISE

At Plunkett Raysich Architects, LLP, we don't merely design buildings; we create spaces for people, that inspire people.

OUR PASSION IS GREAT DESIGN

We take pride in bringing together physical elements with pure imagination to compose a facility brand that opens minds. We create spaces that invite people in and inspire all who occupy them. We believe practical can complement innovative. We know that environments are made for the people who use them, and we believe that our vision is matched only by our client's aspirations. Great design is our passion – it's what we bring to our clients every day.

FIRM HISTORY

Plunkett Raysich Architects, LLP, was established in 1935 by founder Henry Plunkett. Through a series of acquisitions we are able to trace our roots back to 1890. Today, PRA is a multi-faceted firm specializing in creating and reimagining a variety of community environments.

STAFF EXPERTISE

Plunkett Raysich Architects, LLP, is a full service architectural and interior design firm employing over 85 professionals.

LOCATIONS

Milwaukee, WI, Madison, WI, Austin, TX, Sarasota, FL

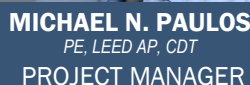


As a PARTNER who collaborates with companies to deliver the best results on a project, Moore Construction Services pledges personal involvement from our company's ownership and continuity of our project team from inception to completion. Our mission to positively impact lives is achieved through our values of reliability, commitment and results. In short, our mission is to enable our customers to accomplish their mission.

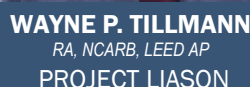


Moore Construction Services prides itself on our in-depth knowledge of the entire construction process, from preliminary budgeting to project close out. We have managed over \$700 million of Educational, Financial, Commercial, Healthcare, Institutional and Industrial projects. We believe that project success is obtained through a team of professionals utilizing a partnership approach. Moore Construction Services develops relationships with our clients (the owners), architects, engineers, and subcontractors. As a result, we select professionals who we trust will provide the best products and workmanship as well as complete projects on time and within budget. These partners share our desire to make a positive impact and meet the expectations of our clients.

This partnership approach best serves the owner while navigating through the complex and sometimes overwhelming process of a construction project. Our approach enables us to support our mission of positively impacting the lives of our customers, consultants, subcontractors, and our employees. Moore Construction Services has the experience, knowledge, and company philosophy necessary to lead the process and the project to meet our customer expectations.



- Germantown Department of Public Works, Village of Germantown, WI - Project Manager
- New Berlin Department of Public Works Facility Needs Analysis, City of New Berlin, WI - Project Manager
- City of Muskego – City Engineer 2016 – present
- Hales Corners Department of Public Works Facility, Village of Hales Corners, WI – Project Manager



- Germantown Department of Public Works, Village of Germantown, WI - Project Architect
- New Berlin Department of Public Works Building and Cold Storage Buildings, New Berlin, WI – Project Architect
- Milwaukee County Sheriff's Department Communication Center, Milwaukee, WI - Project Architect
- Hales Corners Department of Public Works, Hales Corners, WI – Project Architect



- Germantown Department of Public Works, Village of Germantown, WI - Senior Civil Engineer
- Walmart Stores, Various locations in IN, CT, and MA – Project Engineer/Site Selection
- New Lenox Park District Maintenance Building, New Lenox, IL – Project Engineer and Manager



Fire Station Location/Siting Studies, Project Manager/Senior GIS Specialist - Clients include: City of Wausau, WI Fire Department; City of Elk River, MN Fire Department; City of Virginia, MN Area Fire Department; City of St. Peter, MN Fire Department; Hudson, WI Fire Department; City of Eau Claire, WI Fire Department; City of Verona, WI Fire Department; Village of Fitchburg, WI Fire Department; Village of Mount Horeb, WI Area Fire Department; Chippewa Falls, WI Fire Department; Deforest, WI Area Fire Department

BACKGROUND/EXPERIENCE



Jason Puestow, AIA, NCARB, CSI, CCCA



PROJECT ROLE: PARTNER IN CHARGE

As Partner in Charge, Jason listens to those he is working with to develop solutions that are meaningful, long-lasting, and logical. He will work with the team to verify proximity relationships as well as program and budget goals during the schematic design and design development phases of your project. He will ensure your project is completed on time and within your budget. Jason has worked on 100+ similar projects in his career.



Pleasant Prairie Fire Dept.



Pleasant Prairie Police Station



Oconomowoc Fire Station
No. 2



South Shore Fire & EMS

Emily Girdauskas, AIA



PROJECT ROLE: PROJECT ARCHITECT

As a Project Architect, Emily will work with Jason and team to develop a complete set of construction documents for the project. She does this by establishing an open channel of communication with you throughout the project process, ensuring the details are correct, continually revising the construction documents, and collaborating with contractors. Emily has worked on 10+ similar projects in her career.



Wauwatosa Fire Dept.



Pleasant Prairie Police Station



South Shore Fire Station #8



Janesville City Hall

Nick Purchacz, AIA

Long-time Germantown Resident



PROJECT ROLE: ARCHITECT

Nick joined PRA in 2012 in the Senior Living Studio. His role includes diverse project responsibilities, with a focus on designing state-of-the-art facilities for the Senior Living industry. He draws inspiration from clients who share his passion for improving the sector and enjoys tackling innovative challenges they present.



St. Camillus



Trinity Woods



Abendschein Park Pavillion



Rosendale-Brandon School
District

GERMANTOWN PROJECTS

Crossway Church
Cousins Subs
Farrell Enterprises
Germantown Community Library
Germantown Marketplace Buildings 4 & 5
Germantown Master Plan
Germantown New Elementary School Study
Germantown Police Dept. Study
GSA-Census
Life Church
Mero Structures, Inc.
M&I Germantown-Interior Alterations
Nelson Container
St. Boniface
Village of Germantown Public Safety Building Assessment
WLCFS

Germantown School District
Amy Belle Elementary
Food Service Addition/Kitchen Expansion
High School Renovations
High School Pool-Band Options
High School Computer Lab
Kindergarten Options Review
Rockfield Elementary
Rockfield School Addition
Rockfield Elementary
School District. Athletic Fields
School District Facilities Study
School District Facility & Life Safety Revovation
School District Pre-Referendum
School District Security Study

BACKGROUND/EXPERIENCE



YOUR CONSTRUCTION PARTNER



MICHAEL J. MOORE
PRESIDENT

President

After a successful career in construction that has spanned nearly three decades, Mike founded Moore Construction Services in 2007. His business acumen and commitment to exceptional project delivery has helped fuel the company's growth over the past fifteen years, earning multiple designations as one of the fastest growing companies in the region. Clients credit Mike's strong project management skills and abilities, his no nonsense approach to customer service, and his ability to assemble and organize highly efficient teams, as his primary keys to success. Most importantly, he commits to a true partnership approach on each and every project which supports the company mission to positively impact lives. This commitment has earned him a strong reputation in the industry for achieving high quality results.

Mike's role as President of Moore Construction Services is to manage and mentor all team members while ensuring the client's goals are kept top of mind and achieved. With more than \$750 million worth of commercial projects under his belt and experience in building a strong and successful business operation, Mike is a leader who achieves project success.

NOTABLE PROJECTS

COMMERCIAL PROJECTS

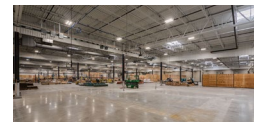
Ally's Bistro & Ally's Powerhouse
Beyond Vision
Cubic Designs
Entrust Manufacturing
Five Star Manufacturing
Glenroy, Inc.
Kohn Law

Lake Country School District
Yerkes Observatory
Metal Era
Moore Corporate Office
Northwest Funeral Chapel
Server Products, Inc.
Standard Electric Supply
Tailored Label Products

INSTITUTIONAL PROJECTS

Carroll University
Catholic Memorial High School
Crossroads Community Church
Fox Point Lutheran
Germantown DPW
Hartford City Hall & Police Station
Holy Apostles Adoration Chapel
Kewaskum Public Library

Menomonee Falls School District
New Berlin Utilities
New Berlin Historical Museum
New Berlin DPW
New Berlin Activity & Recreation Center St.
Dominic Church and Gym
St. Paul Lutheran Church
Waukesha School District
Wauwatosa Ave. United Church



office: 262-345-1280 • email: mike.moore@moore-cs.com • moore-cs.com



TOM SMITH, LEED AP
EXECUTIVE VICE PRESIDENT

Executive Vice President

Tom is a highly-respected construction industry executive with 40+ years of project management experience in a variety of building types of all sizes and complexities. His forte is the ability to engage early on a project so he can establish a strong foundation by accurately estimating, budgeting and scheduling the project in real time. Once these preconstruction activities are complete and the goals for the project are established, Tom oversees the project managers and other team members to ensure they carry out all construction activities in a first-class manner. His guidance, knowledge and support enhance the entire building process and give owners the assurance that a successful outcome will be achieved.

Tom's core areas of expertise include commercial office, industrial, healthcare, multi-family housing, senior living and hospitality/retail. In these areas, he managed over \$600 million worth of construction on hundreds of projects.

NOTABLE PROJECTS

COMMERCIAL PROJECTS

Amazon DML6
CubeSmart Self Storage
Five Star Fabrication
Four Points Sheraton Hotel-Milwaukee
Airport
Hanson Dodge Creative Office Building

Kahler Slater Architects Headquarters
Metal Era
Northwestern Mutual Life Corporate
Orthopaedic Associates of Wisconsin
Robert W. Baird Corporate Headquarters

INSTITUTIONAL PROJECTS

Brookfield Academy
City of New Berlin

Columbia St. Mary's Hospital
Froedtert Hospital North Tower Vertical
Germantown DPW
Goodwill Industries of SE Wisconsin
Greater Milwaukee Convention & Visitor's
Bureau Kettle Moraine YMCA
Sixteenth Street Community Health Center
The Lynde & Harry Bradley Foundation

U.S. Federal Courthouse
Village of Chenequa Town Hall & Police/
Fire
Waukesha Civic Theatre
Waukesha Family YMCA
Westbrook Church
Westlawn Neighborhood Revitalization
Wisconsin Humane Society



office: 262-345-1280 • email: tom@moore-cs.com • moore-cs.com

ADDITIONAL RELEVANT INFORMATION

PROJECT UNDERSTANDING

The combined team of GRAEF, Plunkett Raysich Architects, LLP (PRA), and Moore Construction Services (Moore) believe we have the right staff and expertise to complete the three tasks denoted in the RFP and develop a solution that is right for the Village of Germantown, the Germantown Police Department, and the Germantown Fire Department.

We believe that the three firms working as a team bring numerous strengths to approach this project. **GRAEF currently is working with the Village** on the completion of the new **Department of Public Works facility**. PRA brings years of expertise in this building type along with years of working on projects that affect the life of citizens in the Village. Moore Construction Services is using their expertise to provide accurate and detailed cost estimating.

As requested in the RFP, we are addressing the assessment in three separate phases. Our scope and approach are as follows:

PHASE 1 – SPACE NEEDS AND EXISTING FACILITIES

This phase will begin with an in-person Kick Off Meeting where goals for this Phase and the overall Assessment are reviewed.

After the kick-off Meeting, the PRA team, with assistance from GRAEF, will complete the analysis of the existing buildings. PRA will also complete the space needs analysis based on discussions with the Fire and Police Chiefs and an understanding the staffing that will be added to both with the passing of the operation referendum.

A written report will be assembled outlining observations on the conditions of the existing buildings, how to accommodate added staff, and feasibility of remodeling either or both Stations.

An in-person meeting would be held to review the conclusions reached,

PHASE 2 – CO-LOCATION AND SITE IDENTIFICATION

Based on the conclusions reached in Phase 1, an analysis will be completed by the entire project team to determine if a combined Public Safety Building is feasible.

Site requirements for a new Fire Station will be developed.

Site requirements for a new Police Station will be developed.

Response time information will be provided using GIS Mapping. This will include compiling the GIS and other digital data for use in the project, including potential growth. **Response times** will be calculated to determine ideal locations for these facilities. The scenarios include the existing response times in intervals of minutes of response capabilities and distance, keeping the existing station and/or relocating it as needed to more effectively cover the response area, and analyzing the entire response area and locate a station as though no station currently exists. Maps include Call Location Maps, Fire Response Area Map, and Response Zone Maps.

Determining an ideal location for our clients' developmental success is a key factor in site selection. Site selection encompasses many considerations when determining the best location for your building. Variables to consider include: building purpose, size of building(s), type of land/soil, environmental conditions, access to roadways, zoning laws, Tax/TIF considerations, and proximity to residences and businesses.

All the location and site information will be assembled into a written report.

An in-person meeting would be held to review the report.

PHASE 3 – COST ESTIMATES AND CONCEPTS

PRA and GRAEF will provide two different Floor Plan and Site Plan Concept Drawings for the new building or buildings.

Moore Construction Services will develop a **detailed cost estimate for all costs** (except any new equipment that may be needed) associated with the construction of these buildings. Moore's pre-construction team of Mike Moore and Tom Smith combine nearly 80 years of construction experience. They rely on this extensive experience to formulate the preliminary budgets. Moore's has a proven track record of providing accurate budgets. The preliminary budgets we will be providing are based upon the high-level design concepts developed by the GRAEF/PRA team with details that are not yet fully developed. Moore's services include contributing to a condition report of the existing facilities as well as providing constructability and market condition recommendations and input on the new buildings. The final budget will be comprised of our in-house historical construction data and the involvement of individual trade contractors for the civil, structural and mechanicals for pricing assistance. The budget will have detailed unit price and quantities broken down into trade categories.

An in-person meeting would be held to review the concept drawings and the cost estimates.

The design team will modify the concept plans and cost estimates based on the conclusions reached at this meeting prior to providing the final deliverable and the two meetings.

Our final deliverable to the Village will be **a written report, containing the information and conclusions from all three phases**, delivered electronically and/or bound hard copies.

We will present the findings in the report to the Public Works and Highway Department and to the Village Board, as was requested in the RFP.

SCHEDULE

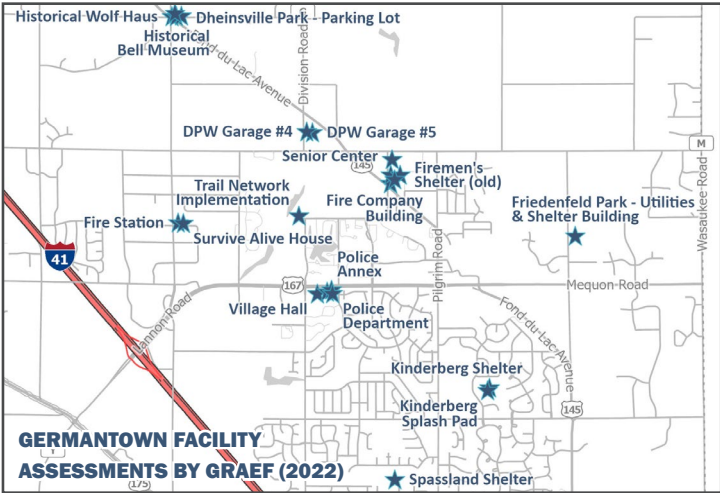
Our team has the staffing available to complete all three phases in a **two-month duration**. Refer to the spreadsheet provided within this response document with the team's estimate of hours needed to complete the work described above and outlined in the RFP.

ADDITIONAL RELEVANT INFORMATION

STATEMENT OF QUALIFICATIONS

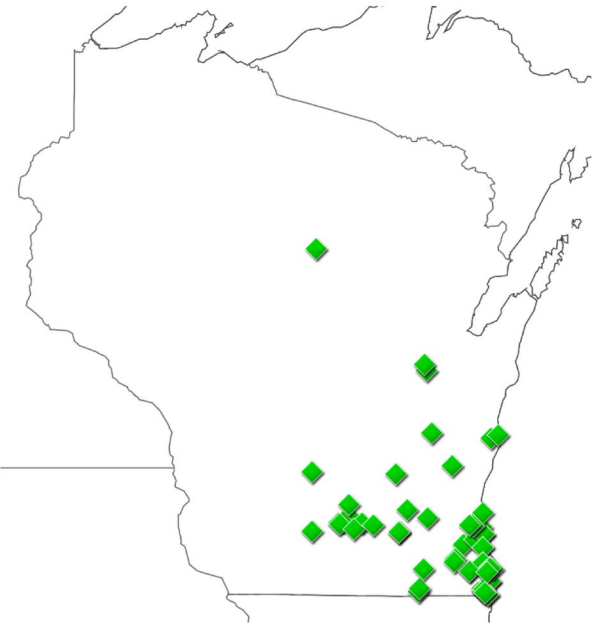
The project team of GRAEF, Plunkett Raysich Architects, LLP (PRA), and Moore Construction Services (Moore) was created to maximize project outcome. This combined effort brings many years of experience working with municipalities throughout Wisconsin and the rest of the country.

GRAEF has worked with the Village of Germantown on multiple projects. The map below showcases the **Germantown Facility Assessments project** GRAEF assisted the Village with in 2022.



PUBLIC SAFETY PROJECTS

The Wisconsin map below features the amount of public safety projects in the last 15 years completed by PRA.



SPACE NEEDS REPORT EXAMPLE

Example of a Space Needs report by PRA

pra PLUNKETT RAYSICH ARCHITECTS, LLP West Villages & City of North Port Station 86 PRA Project No. 190291-01 Date: 26 Feb 2020 Updated: 03				
Shared Spaces				
Room Name	Sq. Ft.	Number of Rooms	Approximate Net Sq. Ft.	Notes
Shared Spaces				
Exercise Room	475	1	475	min, glass to internal corridor
Kitchen	440	1	440	min, 4 Refrigerators (3 Fire shifts, 1 PD)
Dining Area	340	1	340	min, Adjacent to Kitchen
Lobby, waiting	200	1	200	not similar to Lee County, entry and waiting area
Front reception desk	120	1	120	desk and work area behind desk
Public Restrooms	40	2	80	off lobby, verify occ load
Training Rm	1150	1	1,150	movable partition, 50ppl
Mechanical Room(s)	120	3	360	maybe loft spaces
I.T. Closet	80	2	160	separate HVAC, 8x 10
Electrical Room / FACP	70	2	140	avg
Fire Riser				in apparatus room
Shared TOTAL			3,465	
Fire Dept				
Room Name	Sq. Ft.	Number of Rooms	Approximate Net Sq. Ft.	Notes
Fire Department: Blue = Cold Zone; Yellow = Warm Zone; Red = Hot Zone				
Bunks	110	11	1,210	windows preferred; North Port bunks closer to apparatus
Lt Bunks (2) & shared Office	340	1	340	windows, separate bunk room
Fire Inspector	100	1	100	work space (hot desk); adjacent to Report Room
Battalion Chief Office with Bunk	180	1	180	locate near apparatus room
Single Restroom w/ shower	90	4	360	
Fire Prevention /Training Room	240	1	240	6-8 ppl, no casework
Report Room	310	1	310	4 ppl at workstations
Dayroom	350	1	350	tiered seating, insulation
Laundry Room	120	1	120	linens towels and uniforms; adjacent to Mech. / Elec., on ext wall
Custodial	0	0	-	combine w/ laundry
Storage	200	1	200	can be casework along walls
1946 Seagrave Showroom	350	1	350	showroom with large garage door
Airlock Vestibule	45	2	90	Warm Zone Transition
EMS Supply	105	1	105	refrig storage
SCBA Storage and MAKO	110	1	110	Positive Pressure (clean room specs)
Decontamination Room	140	1	140	Adjacent to Apparatus; extractor, eye wash
Single Restroom w/ shower	90	1	90	adjacent to Decon
Turnout Gear Room	330	1	330	40 Racks (3 shifts x 13, plus Battalion Chief)
Workshop	125	1	125	
Apparatus Bays	1800	4	7,200	ventilation capture
Confined Space Training Loft & Mech Loft	400	1	400	
Stair	160	1	160	
FD TOTAL			12,510	
Police Dept				
Room Name	Sq. Ft.	Number of Rooms	Approximate Net Sq. Ft.	Notes
Police Department				
Captain's Office	230	1	230	
Lt/Commander Office	180	1	180	
Sergeant Office Space	150	1	150	
Patrol Sergeants	150	1	150	2 desks
Staff Assistants	100	2	200	1 for Cap, 1 shared for LT and Sergeant
Cubical (Bulpen)	310	1	310	4 work stations
Conference Rm	320	1	320	
Roll Call Room Space	750	1	750	25 ppl classroom style seating
Front reception desk				in shared area
Public Restrooms				provided in shared spaces
Safe Interview Room	110	1	110	private room, lobby only access
Men's Restroom w/ Shower	70	1	70	4 lockers
Women's restroom w/ Shower	70	1	70	4 lockers
Evidence (Bag and Tag)	60	1	60	1 refrig storage? Lockers
Hard Interview Rooms	120	2	240	near garage entry (2-3)
Interview RR	40	1	40	
Custodial	40	1	40	
Coffee Nook	20	1	20	recess with countertop
Storage	120	1	120	
Shelled space	1300	1	1,300	
PD Conditioned			4,360	

ADDITIONAL RELEVANT INFORMATION

BUDGET SUMMARY PAGE EXAMPLE

Example of a detailed budget summary page by Moore

11/2/23

Village of Germantown DPW Preliminary Budget Summary #7



Description		DPW Building	Site Improvements	TOTALS
Gross Area (SF) Including Mezzanines		141086	141086	141086
Building Demolition		\$0	Not Included	Not Included
Earthwork/Sitework		\$217,989	\$5,676,011	\$5,893,999
Other Site Structures		\$0	\$2,436,324	\$2,436,324
Other Off Site Improvements Existing DPW Site		\$0	\$866,634	\$866,634
Concrete		\$1,911,953	-	\$1,911,953
Precast Concrete		\$2,896,649	-	\$2,896,649
Masonry		\$829,875	-	\$829,875
Metals		\$4,434,521	-	\$4,434,521
Carpentry		\$116,818	-	\$116,818
Doors & Hardware		\$415,100	-	\$415,100
Glass and Glazing		\$113,700	-	\$113,700
Moisture & Thermal Protection		\$1,902,116	-	\$1,902,116
Drywall		\$199,194	-	\$199,194
Acoustical Ceilings		\$38,242	-	\$38,242
Flooring		\$54,160	-	\$54,160
Painting		\$423,775	-	\$423,775
Specialties		\$76,000	-	\$76,000
Signage Allowance		\$35,000	-	\$35,000
Equipment		\$1,100,000	-	\$1,100,000
Furnishings		\$12,225	-	\$12,225
Fire Protection		\$317,441	-	\$317,441
Plumbing		\$1,335,000	-	\$1,335,000
HVAC		\$1,559,000	-	\$1,559,000
Electrical, IT, Security, Access Control		\$2,600,000	-	\$2,600,000
TID Work (Earthwork & Site Utilities Only)		\$0	\$1,216,150	\$1,216,150
TID Work (Remainder)		\$0	\$2,480,599	\$2,480,599
Subtotal		\$20,588,758	\$12,675,718	\$33,264,476
General Conditions		\$452,588	\$150,863	\$603,451
Project Requirements	6.0%	\$782,737	\$609,680	\$1,392,418
Over Excavation/Blasting Allowance		\$0	150,000	\$150,000
Subtotal		\$21,824,083	\$13,586,261	\$35,410,344
Construction Management Fees				
Construction Management Fee	2.25%	\$491,042	\$305,691	\$796,733
Libability Insurance	0.85%	\$189,679	\$118,082	\$307,760
Performance Bond	1%	\$225,048	\$140,100	\$365,148
Contingency	10%	\$2,182,408	\$1,358,626	\$3,541,034
Total Costs		\$24,912,260	\$15,508,760	
OTHER ITEMS NOT INCLUDED ABOVE				
SCADA System Allowance		\$25,000	-	\$25,000
Moving Expence Allowance		\$25,000	-	\$25,000
Office Furniture 5306SF @ \$30/SF		\$159,180	-	\$159,180
Testing Services; Soils & Concrete Allowance		\$35,000	\$15,000	\$50,000
Final Cleaning		\$49,380	0	\$49,380
Building & MEP Permits Allowance		By Owner	By Owner	By Owner
Asbestos Testing & Abatement		By Owner	By Owner	By Owner
Soil Borings & Testing Services		By Owner	By Owner	By Owner
DESIGNER				
Architectural & Engineering Fees DPW		By Owner	By Owner	By Owner
Architect CA Services		By Owner	By Owner	By Owner
State Plan Fee & Printing		By Owner	By Owner	By Owner
Staking		By Owner	By Owner	By Owner
Total Project Costs		\$25,205,820	\$15,523,760	\$40,729,580
	\$/SF	\$ 178.66	\$ 110.03	\$ 288.69

Exclusions

- City Assessment & Impact Fees
- Hazardous Material Abatement , If Any
- Utility Charges During Construction
- Utilities and Roadway to Cul-De-Sac
- WE Energies Charges
- Overall Site Mass Grading and Ponds Installation
- Bedrock Blasting

PROJECT EXAMPLES

GERMANTOWN DEPARTMENT OF PUBLIC WORKS FACILITY

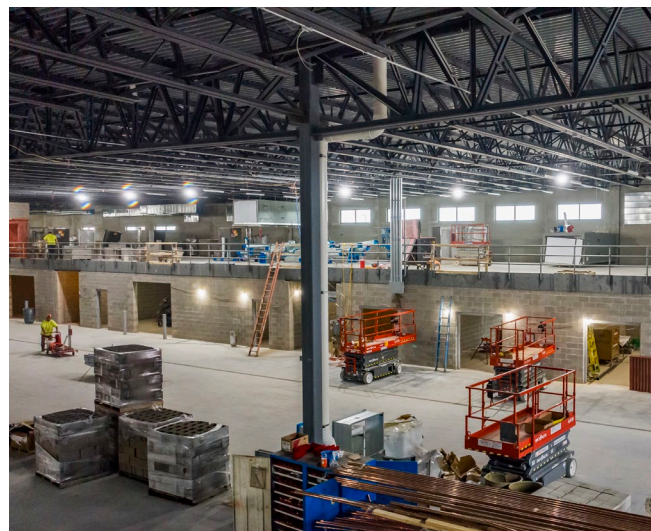
VILLAGE OF GERMANTOWN | GERMANTOWN, WI



GRAEF partnered with Germantown to develop a solution for their currently outdated and undersized Public Works Garage. After inventorying the Village's vehicles and equipment as part of the programming phase, it became apparent that the current DPW site was not large enough to accommodate the new building and outside spaces required for now and into the future as Germantown grows. GRAEF assisted the Village to evaluate other potential properties within the Village to find a home for their new DPW building. In addition to the typical DPW yard functions, the Village was also interested in including the recycling center functions within the same site.

GRAEF staff included architecture, civil, structural, mechanical, electrical, plumbing, fire protection, landscape architecture, and survey. Moore Construction Services provided cost estimating for the project to ensure that we are within the Village's budget. Having the ability to have all the disciplines under one roof at a local office greatly benefits the Village from a cost, communication, and efficiency standpoint. The Germantown DPW site will also include a new salt shed, fueling station, and resident drop-off recycling center.

Once completed, this project will be the largest project in the Village's history.



SERVICES

Architecture
Needs Analysis
Conceptual Design Study
Site/Civil Engineering
Mechanical Engineering
Electrical Engineering
Plumbing Engineering
Structural Engineering
Landscape Architecture
Surveying
Fire Protection

DATA

30 Acres
140,000 SF Public Works Facility
\$44 Million
Original Budget: \$41,490,170
Final Budget through BP#3: \$41,366,322
Completion by Fall 2024

GRAEF TEAM

Mike Paulos - Project Manager & PIC - GRAEF
Wayne Tillmann - Lead Architect - GRAEF
Dave Roberts - Lead Civil Engineer - GRAEF
Mike Moore - President - Moore Construction Services
Tom Smith - Executive VP - Moore Construction Services

PROJECT EXAMPLES

VILLAGE OF PLEASANT PRAIRIE POLICE DEPARTMENT

PLEASANT PRAIRIE, WI



REFERENCE Tom Shircel, Assistant Village Administrator, (262) 925-6715, tshircel@pleasantprairiewi.gov

SCOPE Programming and design of a new police department building

COMPLETION Anticipated June 2024



After the completion of Fire Station No. 1 in 2015, the Village of Pleasant Prairie and PRA continued to work together master planning a civic campus on the corner of 39th Avenue and Springbrook Rd. A new police station was planned between Village Hall and Fire Station No. 1. Evaluation of the master plan resulted in the team determining that the site would be too restrictive for future growth. A 4-acre site located on a parcel south of Village Hall was selected as a more favorable location. Improvements on the new site include new public streets north and east of the Police Department, surface parking for staff, visitors and a landscaped plaza with a canopy adjacent to the public entrance to welcome all. The entrance features a 25ft high lobby with a wall displaying police patches from departments across the country.

The 29,000sf main level also includes a reception area, department offices and work areas, conference rooms, dispatch area, roll call room, booking and holding areas, evidence intake and storage, and locker rooms. The lower level will be used for underground parking for squad cars and police vehicles, training and fitness room, armory, sally port, vehicle impound area and storage. The exterior of the Police Department relates to the colors and materials used on Village Hall and Fire Station No. 1 to create a cohesive civic identity. Skylights allow daylight into the break area and staff entrance lobby. A solar array on the roof supplies 80% of the building's annual energy needs. The new Police Department began construction in May 2023 and is scheduled to be completed in June 2024.

PROJECT EXAMPLES

VILLAGE OF PLEASANT PRAIRIE STATION NO. 3

PLEASANT PRAIRIE, WI



REFERENCE Craig Roepke, Chief of Fire & Rescue, (262) 694-8027, croepke@pleasantprairiewi.gov

SCOPE New 20,800 sq. ft. fire station and department headquarters

COMPLETION Anticipated 2024



Building on a partnership that started in 2013, the PRA team has been asked to help the Village of Pleasant Prairie plan for and design a new fire station on the west side of the Village. The project site is located within Prairie Springs Park on a very prominent intersection just off of Highway 165, near Lake Andrea and the RecPlex.

Promoting an identifiable brand for civic buildings within the Village was important to enhance and reinforce a sense of community. The prairie style aesthetic with stone, brick, and green metal panel included on the original 1960's Village Hall are celebrated on the two newest fire stations. Currently progressing through design development, Station No. 3 replicates many of the architectural elements designed for Station No. 1, completed by PRA in 2015. Additional wood accents are included at Station No. 3, which enhance the design, while providing a subtle difference between the two stations.

On the west side of the site will be four, 92' deep, drive-through apparatus bays with glass front bi-fold doors. A fitness room, space for turnout gear, gear laundry, SCBA storage and refill, a workshop, restroom, EMS and fire supply storage areas, and hose drying tower are all easily accessible from the apparatus bays, as well as a storage and mechanical mezzanine.

The single-story east side of the station houses offices and living quarters for the station, as well as a new location for the department headquarters and a 1,100sf community and training room. Spaces within the station include a duty office, watch/report room, and kitchen which is open to the dining area, day room, and patio beyond. Multiple shower/toilet rooms support personnel and the eight centralized single-bunk rooms. Each include a built-in desk and wardrobe for storage. Within the headquarters you will find offices and administrative space, a conference room, and future space to accommodate growth with an open work area and shared battalion chiefs offices.

This third fire station will provide the necessary facilities to keep up with the growing community and continued development. Construction is expected to start in spring of 2023 with completion to occur in spring of 2024.

REFERENCES

CLIENT: VILLAGE OF GERMANTOWN - DEPARTMENT OF PUBLIC WORKS

Larry Ratayczak, PE
Director of Public Works *retired*
Village of Germantown

"The Village of Germantown needed a new Public Works Campus. The decision was made to bring in GRAEF's team, because the unique structure of their team enabled them to perform the overall encompassing design of the campus. GRAEF has all the required disciplines under one roof to handle the project from conception through construction. GRAEF's project manager (Mike Paulos) and lead architect (Wayne Tillmann) have worked closely with Village staff to develop a comprehensive and economical plan to address the Village's current and future needs."

Larry Ratayczak, PE
Director of Public Works *retired*
Village of Germantown



CLIENT: CITY OF NEW BERLIN

Dan Hogan
Code Compliance Specialist
City of New Berlin
262 / 797 2445 Ext 2249
dhogan@newberlin.org

"The City of New Berlin has worked with Moore Construction Services on multiple occasions, such as our Historic Museum and Utility building additions and now our new Activity and Recreation Center and DPW. Our residents expect an efficient and cost-effective approach while also providing facilities that our community can be proud of. Moore understands these values and has been able to seamlessly work with our elected officials and staff to complete our projects. Working on public sector projects can have its challenges and it has become abundantly clear that Moore is always up for the task."

Dan Hogan
Code Compliance Specialist
City of New Berlin



CLIENT: VILLAGE OF PLEASANT PRAIRIE

Craig Roepke	Tom Shircel
Chief of Fire & Rescue	Assistant Village Administrator
Village of Pleasant Prairie	Village of Pleasant Prairie
262 / 694 8027	262 / 925-6715
croepke@pleasantprairiewi.gov	tshircel@pleasantprairiewi.gov

"The Village views PRA as a great asset when the Village needs a project done (either normal timeframe, or in a fast track timeframe). No project is too big or too small for PRA. Whatever the project, PRA handles it with professionalism, accuracy, and within budget. PRA has become one of the Village's go-to architectural firms!"

Thomas Shircel
Assistant Village Administrator
Village of Pleasant Prairie



COSTS/FEES

	NUMBER OF HOURS											
	GRAEF				PRA		Moore					
	\$150	\$175	\$215	\$225	\$260	\$135	\$200	\$200				
Phase 1 – Space Needs and Existing Facilities	Tillmann (GRAEF)	Roberts (GRAEF)	Schwichtenberg (GRAEF)	Paulos (GRAEF)	Puestow (PRA)	Project Specialist (PRA)	Moore (Moore)	Smith (Moore)				
Evaluation of the immediate and long-term space needs for the Police Department and Fire Department				2	8	8						
Assessment of the suitability of the existing facilities, as-is, to meet current and future needs identified in the space evaluation					8	8	3					
Written assessment to address (a) if remodel and/or expansion of existing facilities is feasible, and (b) the cost required to improve existing Police Department and Fire Department facilities to meet modern space and design standards and incorporate new technology requirements.					4							
Review and address timing on when the Village of Germantown should consider the remodel and/or expansion of existing facilities					2							
If remodeling and/or expansion of current facilities cannot meet current or future needs, address timing on when the Village of Germantown should consider a new facility or facilities to meet space needs. Evaluation points on timing may include staffing levels, Village population, reduced response times, and other factors not yet identified.												
total hours	0	0	0	2	24	16	3	0				
	\$0	\$0	\$0	\$450	\$6,240	\$2,160	\$600	\$0	\$9,450	Total Phase 1		
Phase 2 – Co-location and Site Identification												
Analysis on the feasibility of co-locating certain Fire Department programming and the Police Department in a shared new facility					4							
Determine the size and footprint of a new combined public safety facility	2			1	8	24						
Determine the size and footprint of a new Police Department facility and a new Fire Station	2			1	8	24						
Determine site requirements (space, access, ideal geographic location, communication equipment) for a new combined public safety facility to include public access, parking, equipment storage, etc.		6		1								
Determine the site requirements (space, access, ideal geographic location) for a new Police Department facility and a new Fire Station		6		1	2							
Evaluate the current Department of Public Works site for suitability for a new combined Public Safety facility		2		1	2							
Evaluate the current Department of Public Works site for suitability for a new Police Department facility or a new Fire Station if a combined Public Safety building approach is not appropriate					2							
Identify two additional sites in Germantown that are suitable for a combined Public Safety facility.	1		10	1								
Identify two additional sites in Germantown that are suitable for a new Police Department Facility.	1		10	1								
Identify two additional sites in Germantown that are suitable for a new Fire Station.	1		8	1								
total hours	7	14	28	8	26	48	0	0				
	\$1,050	\$2,450	\$6,020	\$1,800	\$6,760	\$6,480	\$0	\$0	\$24,560	Total Phase 2		
Phase 3 – Cost Estimates and Concepts												
Produce an itemized construction estimate for the facility or facilities that includes land acquisition, infrastructure improvements/extensions, relocation of communication equipment, design, and construction.		12		2	1		30	30				
Produce two different high level concept plans for the facility or facilities.	1	24		2		48						
Present a project wrap-up presentation, outlining all three phases, to the Public Works and Highway Committee and the Village Board.	2			2	4	4	2	2				
total hours	3	36		6	5	52	32	32				
	\$450	\$6,300	\$0	\$1,350	\$1,300	\$7,020	\$6,400	\$6,400	\$29,220	Total Phase 3		
Total Hours	10	50	28	16	55	116	35	32	342	TOTAL Project Hours		
Total Fees	\$1,500	\$8,750	\$6,020	\$3,600	\$14,300	\$15,660	\$7,000	\$6,400	\$63,230	TOTAL Project Fees		

HOURLY RATES



275 West Wisconsin Avenue
Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

collaborāte / formulāte / innovāte

VILLAGE OF GERMANTOWN 2024 PROFESSIONAL SERVICES FEE SCHEDULE

CLASSIFICATION	RATE
Group Manager (P8)	\$ 235.00
Senior Professional (P7)	\$ 225.00
Professional (P6)	\$ 215.00
Professional (P5)	\$ 175.00
Professional (P4)	\$ 150.00
Professional (P3)	\$ 135.00
Professional (P2)	\$ 125.00
Professional (P1)	\$ 120.00
Senior Technician/Inspector (T6)	\$ 160.00
Senior Technician/Inspector (T5)	\$ 135.00
Senior Technician /Inspector (T4)	\$ 125.00
Technician/Inspector (T3)	\$ 120.00
Technician/Inspector (T2)	\$ 110.00
Technician/Inspector (T1)	\$75.00

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.



Hourly billing rates as of June 2023 subject to annual review.

Intern	\$ 85
Architectural Consultant	\$150
Construction Admin	\$140
Project Specialist	\$135
Architect	\$160
Interior Designer	\$160
Director of Interior Design	\$210
Production Executive	\$185
Project Executive	\$205
Project Architect	\$205
Project Manager	\$210
Senior Project Manager	\$240
Senior Construction Admin	\$225
Construction Administrator/QA/Spec Writer Partner	\$240
	\$260

209 south water street milwaukee, wisconsin 53204 414 359 3060
2310 crossroads drive suite 2000 madison, wisconsin 53718 608 240 9900
1970 main street suite 201 sarasota, florida 34236 941 444 8845
311 canyon wren drive buda, texas 78610 512 649 5627
innovative design with inspiring results | www.prach.com
Partners: Michael Bahc, Kevin Broich, Michael Brushy, Gregg Golden, John Holz, Devin Kack,
Nicholas Kent, Steven Kieckhafer, Scott Kramer, Jason Puestow, Larry Schneider, Michael Sobczak



FIRM:

Moore Construction Services, LLC.
W146 N5650 Enterprise Avenue
Menomonee Falls, WI 53051
262-345-1280
moore-cs.com

ORGANIZATION:

Established in 2007
Professional Construction Management, Design/Build & General Contractor
Wisconsin Building Contractor Registration #1106821

HOURLY RATES:

President	Mike Moore	\$200
Executive Vice President	Tom Smith	\$200

262-345-1280 • moore-cs.com

Public Safety Building Needs Assessment

Results

Firm	Score	Cost
GRAEF/PRA/Moore Const.	93.33	\$63,000
Zimmerman Arch. Studios	92.33	\$57,000
FGM Architects	85	\$65,000
SEH	83	\$38,000

Narrative:

The Evaluation Committee met to establish criteria for selecting the best proposal. The Committee decided to score proposals on completeness of the proposal per the requirements of the RFP, demonstrated experience with similar projects, the timeline they were able to complete the project in and a reference check. The committee did not directly factor in the cost for two reasons. First, all proposals were under the budget identified for this evaluation. Second, the proposal from GRAEF, Zimmerman and FGM were tightly grouped around \$60,000 and though there was a range of \$8,000 among those three the committee thought they were close enough to consider them strictly on the merits of the proposals. The fourth proposal, from SEH, was low in terms of hours and cost. They also proposed the longest timeline. For those reasons the SEH proposal was seen as a bit of an outlier. It also received the lowest score from the evaluation committee.

Result:

The Evaluation Committee is recommending the award of the Public Safety Building Needs Assessment to the GRAEF/PRA/Moore Construction team.

Additionally, GRAEF and Moore have had a good relationship with the Village of Germantown and are currently working on the new DPW facility. PRA was added to their team for their expertise in public safety facility design.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 17, 2024

PLACEMENT: Action Item

ITEM TITLE: Briohn Building Corp. Agent for Green Bay Packaging, Inc.
Property Owner - N128W21600 Holy Hill Road. Certified Survey Map (CSM) application to combine (3) parcels into one for construction of a new 270,000 sqft light manufacturing/office facility.

SUBMITTED BY: Jordan Yanke, Associate Planner

SUMMARY EXPLANATION:

Briohn Building Corporation, agent for Green Bay Packaging, Inc., property owner, is requesting approval of a Certified Survey Map (CSM) combining three (3) parcels into one (1) parcel for the construction of a new manufacturing/office facility located at N128 W21600 Holy Hill Road in the Holy Hill Gateway District.

ATTACHMENT:

1. STAFF REPORT_GREEN BAY PACKAGING_CSM
2. STAFF COMMENTS_GBP
3. APPLICATION_GBP
4. CERTIFIED SURVEY MAP_GBP
5. ENTRANCE OPTION_GBP

STAFF RECOMMENDATION:

APPROVE the proposed 1-lot Certified Survey Map (CSM) for the Green Bay Packaging property located at N128 W21600 Holy Hill Road in the Holy Hill Gateway District, subject to (2) conditions.

ACTION BY Committee:

Plan Commission recommended to APPROVE the 1-lot Certified Survey Map (CSM), subject to (2) conditions.

CERTIFIED SURVEY MAP (CSM) APPLICATION

06/17/24 Village Board Meeting

Briohn Building Corporation / Green Bay Packaging, Inc.

Village Staff Report

Germantown, Wisconsin

Summary

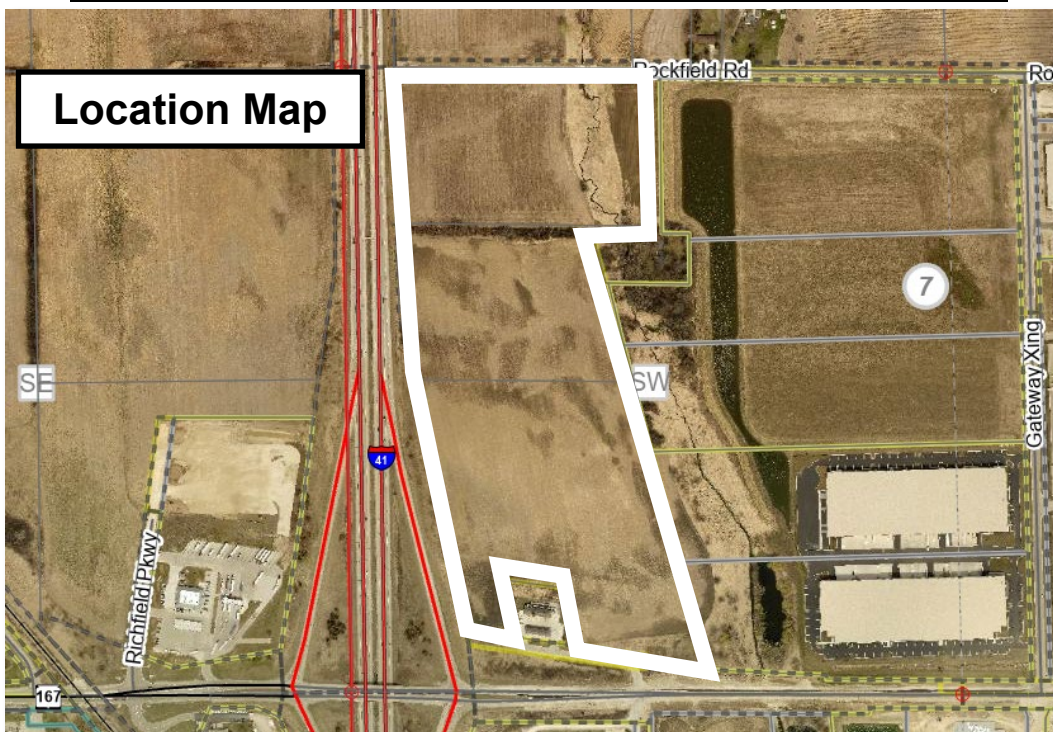
Briohn Building Corporation, agent for Green Bay Packaging, Inc., property owner, is requesting approval of a Certified Survey Map (CSM) combining three (3) parcels into one (1) parcel for the construction of a new manufacturing/office facility located at N128 W21600 Holy Hill Road in the Holy Hill Gateway District.

Property Location: N128 W21600 Holy Hill Road (NE corner north of convenience store)

Applicant /	Caitlin LaJoie	Bryan Hollenbach
Property Owner:	Briohn Building Corp. 3885 N Brookfield Rd Brookfield, WI	Green Bay Packaging, Inc. 1700 Webster Court Green Bay, WI

Current Zoning: M-1: Limited Industrial

Adjacent Land Uses		Zoning
North	Agricultural	A-1
South	Business/Industrial	B-5/M-1
East	Industrial	M-1
West	Business (Richfield)	N/A



Background

In November 2023, the Village Board approved a request from Green Bay Packaging to change the future land use plan designation for the subject area from “Mixed-Use Commercial & High Density Residential” to “Light Industrial/Warehouse” and rezone the property from A-1: Agricultural to M-1: Limited Industrial. The Village Board also decided to not pursue construction of a frontage road from Holy Hill Road to Rockfield Road.

In April 2024, the Plan Commission conditionally approved Site Development & Building Plans for Green Bay Packaging’s new 270,000 square foot light manufacturing facility and 12,500 square foot office at the location. Finally, in May 2024, the Plan Commission approved a Conditional Use Permit (CUP) to allow an encroachment into a 25’ wetland setback associated with the construction of the referenced facility and Holy Hill access drive to the site.

Proposal

Briohn Building Corporation, agent for Green Bay Packaging, Inc., property owner, is requesting approval of a Certified Survey Map (CSM) combining three (3) parcels into one (1) parcel for the construction of a new manufacturing/office facility. The proposed CSM results in one (1) parcel known as “Lot 1” totaling 51.8950 acres as per application.

Staff CommentsCommunity Development: Planning & Zoning

The applicant/owner will be required to comply with the referenced approvals above and any associated conditions. The Certified Survey Map (CSM) does not alter the previous approvals, as the proposal is to combine three (3) existing parcels into one (1) parcel for the approved Green Bay Packaging manufacturing/office facility.

Public Works/Village Engineer/Village Surveyor

The Village Surveyors have identified a series of minor technical corrections in a May 17, 2024, and May 20, 2024, memo that will need to be addressed in a revised CSM prior to recording.

VILLAGE STAFF RECOMMENDATION

APPROVE the proposed 1-lot Certified Survey Map (CSM) for the Green Bay Packaging property located at N128 W21600 Holy Hill Road in the Holy Hill Gateway District, subject to the following conditions:

1. All technical issues and corrections identified by Village Surveyor (see May 17, 2024, memo from Burt Naumann, GRAEF) shall be addressed and reflected in a revised CSM reviewed and approved by Village staff prior to recording.
2. All technical issues and corrections identified by Village Surveyor (see May 20, 2024, memo from Bob Beilfuss, Point Land Surveying and Mapping) shall be addressed and reflected in a revised CSM reviewed and approved by Village staff prior to recording.



The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

collaborāte / formulāte / innovāte

May 17, 2024

Jeff Retzlaff, Village Planner
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

SUBJECT: Green Bay Packaging, Inc. CSM Review

Certified Survey Map

Applicant or Owner: Green Bay Packaging, Inc.
Land Surveyor/Firm: Michael J. Berry/Capitol Survey Enterprises

1. Building setback lines are to be mapped and dimensioned.
2. A 3" x 3" square in the upper right corner of sheet 1 is to be left blank for the County recording information.
3. The right of way width of USH 45, West Rockfield Road and Holy Hill Road should be labeled.
4. Bearing basis and mapping coordinates should be referenced and labeled to Wisconsin State Plane Coordinate System, South Zone (NAD 1983 Datum).
5. All wetlands will be delineated by an approved and certified wetland specialist.
6. All wetland mapping will be done by a Professional Land Surveyor registered in the State of Wisconsin.
7. Should stream and wetland setback lines be shown on the Certified Survey Map document, the following note will be added:

"Development within these setback areas is prohibited unless otherwise allowed pursuant to the provisions of Chapter 24 (Shoreland-Wetland Zoning Code) in the Germantown Municipal Code.
8. A Mortgagee Certificate will need to be included, if applicable.
9. The Owner's Certificate should include "As Owners, we hereby dedicate that part of West Rockfield Road to the Village of Germantown for public road purposes as represented on Sheet 2 of 5 of this Certified Survey Map".
10. The dedication of West Rockfield Road should be labeled as: "Dedicated to the Village of Germantown for Public Road Purposes".

11. A 25' setback line should be shown for all delineated wetlands.
12. A 75' setback line should be shown for all streams and creeks.
13. Soil borings should be labeled, and their results provided with the CSM.
14. The last paragraph of the Surveyor's Certificate should reference "Chapter 18 of the Village of Germantown Subdivision Control Ordinance in surveying, dividing and mapping the same".
15. The Village of Germantown Board Approval should read as:

This Certified Survey Map, being a division of $\frac{1}{4}$ $\frac{1}{4}$ Section ___, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, having been approved by the Planning Commission being the same, is hereby approved and the dedication of that part of (insert street name) for public road purposes as shown on Sheet ___ of ___ is hereby accepted by the Village Board of Trustees of the Village of Germantown on this ___ day of ___, 2024

16. The Village of Germantown Plan Commission Approval should show Dean Wolter, Chairman and Laura A. Johnson, Secretary.
17. Label the documents used to previously dedicate the right of ways for USH 45, 48th Street and Holy Hill Road.

No further review comments.

Document Approval and Recording

For this CSM to be approved by the Village Board and recorded at the Washington County Register of Deeds, the document must be provided to the Village Clerk's office in a completed format including all original signatures of the owner and lending institution, original seals of the professional land surveyor on the recordable media the Wednesday prior to the scheduled Village Board meeting.

Any documents or digital files not submitted by the due date or contain outstanding technical review comments that have not be addressed, will be moved to the next scheduled Village Board meeting agenda.

Document Submittals and Data Conversion

As of October 2005, the Village of Germantown requires a digital copy of all Certified Survey Maps, Condominium Plats and Subdivision Plats in addition to the documents as required by Wisconsin Statute and Village Ordinances as part of the land division approval.



collaborāte / formulāte / innovāte

Prior to Recording the Certified Survey Map or Subdivision Plat, The professional land surveyor is responsible for submitting a copy of the AutoCad drawing file (.dwg) of the document in version 2019 on compact disk (CD) or via email to the Village Surveyor for mapping purposes.

All digital professional land surveyor seals and signatures will be purged from the digital copy prior to submittal.

Note: In 2020, the Village will be upgrading its municipal code to recognize the NAD83 Datum, 2011 adjustment for horizontal control and NAVD88 for vertical control for mapping all land division documents and plan submittals for review.

There are new dossier sheets for all the Public Land Survey System monuments that contain the new coordinate positions and elevations available currently on the State Cartographer's website by using the Survey Control Finder application

Prior to Recording the Certified Survey Map or Final Subdivision Plat, the Village Engineering Department will verify that the boundary markers have been installed as described on the submitted map. All boundary corners are to be clearly marked in the field by the professional land surveyor of record.

Sincerely,

A handwritten signature in blue ink that reads "Burt J. Naumann".

Burt J. Naumann, PLS
Senior Vice President

To: Kevin Driscoll, Village Engineer

CC: Jeff Retzlaff Village Planner

From: Bob Beilfuss, PLS

Date: May 20, 2024

Re: Green Bay Packaging CSM

Kevin,

Here are my review comments for the CSM received from Green Bay Packaging.

Certified Survey Map

Applicant or Owner: Green Bay Packaging-Bryan Hollenbach

Land Surveyor/Firm: Michael J. Berry, PLS – Capitol Survey Enterprises

1. On Sheet 1, a 3"x3" blank square space is to be reserved for the Register of Deeds stamp for recording information.
2. On the Vicinity Map, Sheet 1, the East line of the SW ¼ of Section 7 is not located on Gateway Crossing.

On Sheet 1, the bearing basis is described as using the Washington County Coordinate System. The Village of Germantown uses the Wisconsin State Plane Coordinate System, South Zone based on the North American Datum of 1983. As such, the coordinate values for all section and quarter section corners used to establish the boundary will need to be updated to the NAD83/2011 Adjustment values.

This new coordinate system has been approved by Washington County, SEWRPC and the Village of Germantown Engineering Department for all Certified Survey Maps, subdivision plats and engineering site plans submitted for review and approval.

The required copy of the CSM in a .dwg CADD format that will be submitted to the Engineering Department as part of its approval will also need to be in this new coordinate system

3. On Sheet 1, the symbols in the legend for the 1" iron pipe, when plotted at scale, look the same due to pen weights blurring together. The pen weights or the symbols need to be changed to show a difference between symbols.
4. On Sheet 2, the text defining the North line of the Southwest $\frac{1}{4}$ has the Range number as 19 and should be Range 20. The same error occurs on Sheet 3 when describing the South line of the Southwest $\frac{1}{4}$.
5. On Sheet 5, the name of the Planning Commission secretary is Deborah J. Remich.
6. On Sheet 5 the description is missing 2 parts. It should read as "Part of the Northwest $\frac{1}{4}$, Southwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 7".
7. The area for Lot 1 differs from what is shown on Sheet 1, 2 and 3 and that area shown in the Surveyor's Certificate.
8. A certificate of mortgagee is required in the land is mortgaged with a lender. The certificate of mortgagee requires the following information:
 - Complete statements per Chapter 236.21(2)(a)
 - Lending institution name, signature of bank officer and date.
 - Notary statement, seal, signature and date.

The mortgage certificate requirement is waived if owner can provide written proof of ownership that the property is free of mortgage from the lending institution.

No further review comments.

Document Approval and Recording

For this CSM to be approved by the Village Board and recorded at the Washington County Register of Deeds, the document must be provided to the Village Clerk's office in a completed format including all original signatures of the owner and lending institution, original seals of the professional land surveyor on the recordable media the Wednesday prior to the scheduled Village Board meeting.

This includes the CADD file.

Any documents or digital files not submitted by the due date or contain outstanding technical review comments that have not be addressed, will be moved to the next scheduled Village Board meeting agenda.

Document Submittals and Data Conversion

As of October 2005, the Village of Germantown requires a digital copy of all Certified Survey Maps, Condominium Plats and Subdivision Plats in addition to the documents as required by Wisconsin Statute and Village Ordinances as part of the land division approval.

Prior to Recording the Certified Survey Map or Subdivision Plat

The professional land surveyor is responsible for submitting a copy of the AutoCAD drawing file (.dwg) of the document in version 2019 via email to the Village Surveyor for mapping purposes.

All digital professional land surveyor seals and signatures will be purged from the digital copy prior to submittal

Sincerely,

Point Land Surveying & Mapping

Bob Beilfuss

Bob Beilfuss, P.L.S.
Principle



Village of

Germantown
...Willkommen

Fee must accompany application

☒ \$2,900 with public improvements

☐ \$1,960 no public improvements

Paid \$ Date 4/26/24

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

Please read and complete this application carefully. **All applications must be signed and dated.**

1

APPLICANT OR AGENT

Briohn Building Corp

c/o Caitlin LaJoie

3885 N Brookfield Rd

Brookfield, WI 53045

Phone (262) 307-8792

Fax ()

E-Mail clajoie@briohn.com

PROPERTY OWNER

Green Bay Packaging, Inc.

1700 Webster Court

Green Bay, WI 54302

Phone ()

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

2

NE Quadrant Holy Hill Road / Highway 41

079335, 073994 and 07399

3

PURPOSE OF LAND SPLIT

Combine the above (3) parcels into one for the construction of GBP's new facility

Will the land split require rezoning?

no, approved 11/20/23

From

To

4

READ AND INITIAL THE FOLLOWING:

X

I understand that the Certified Survey Map is not valid until recorded at the Washington County Register of Deeds. The Village will record the document and charge the applicant all applicable recording fees.

X

I understand that the Map will not be placed on the Village Board agenda until all the technical corrections to the CSM are made, the payment of any outstanding impact fees are paid to the Village Clerk's Department, and the original signed and stamped copy of the Map is submitted on the proper paper.

X

I understand that parcels created outside the Sewer Service Area will require a soil test. I also understand that all properties abutting a State Highway will require DOT approval and I will be responsible for securing such approval prior to recording.

X

I understand all delinquent property taxes on any of the properties involved shall be paid prior to recording.

5

SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Caitlin LaJoie

3/15/2024

Bryan Hollenbach

3/15/2024

Applicant

Date

Owner

Date

submitted 4/25/24

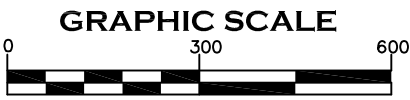
CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7,
TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



CAPITOL SURVEY ENTERPRISES
2015 LA CHANDELLE CT.
BROOKFIELD, WI 53045
PH: (262) 786-6600
FAX: (262) 786-6608
WWW.CAPITOLSURVEY.COM

PREPARED FOR:
GREEN BAY PACKAGING, INC.
1700 N. WEBSTER AVE.
GREEN BAY, WI 54302



1 INCH = 300 FT.



N.E. COR
S.W. 1/4
7-9-20
CONC. MON.
W/BRASS CAP
N 123,850.02
E 365,078.96

WEST ROCKFIELD ROAD

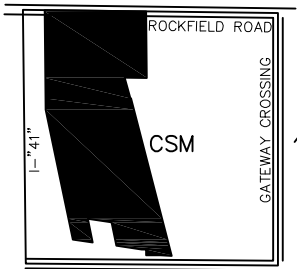
N.W. COR
S.W. 1/4
7-9-20
CONC. MON.
W/BRASS CAP
N. 123,929.76
E. 362,516.22

BONNIEWELL CREEK



APRIL 10, 2024

VICINITY MAP
1" = 2000'



SW 1/4 7-9-21

TAX KEY NO's.:
GTNV 073995
GTNV 073994
GTNV 073993

ALL DISTANCES SHOWN ARE MEASURED
TO THE NEAREST HUNDRETH OF A FOOT.

ALL ANGULAR MEASUREMENTS WERE
MADE TO THE NEAREST ONE SECOND

ALL BEARINGS REFER TO NORTH LINE OF
THE SOUTHWEST 1/4 OF SECTION 7,
WHICH HAS A WISCONSIN COUNTY
COORDINATE SYSTEM, WASHINGTON
COUNTY, BEARING OF S 88°13'04" E.

SEE SHEET 2 AND 3 FOR LOT DETAILS

- INDICATES FOUND 1" IRON PIPE
UNLESS OTHERWISE NOTED.
- INDICATES 1 INCH DIA. IRON PIPE,
18 INCHES IN LENGTH, WEIGHING
1.68 LBS PER LINEAL FOOT, SET.

INTERSTATE "41"
U.S.H. "45"

LOT 1
2,260,546 SQ. FT.
51.8950 ACRES

48TH STREET
HOLY HILL ROAD

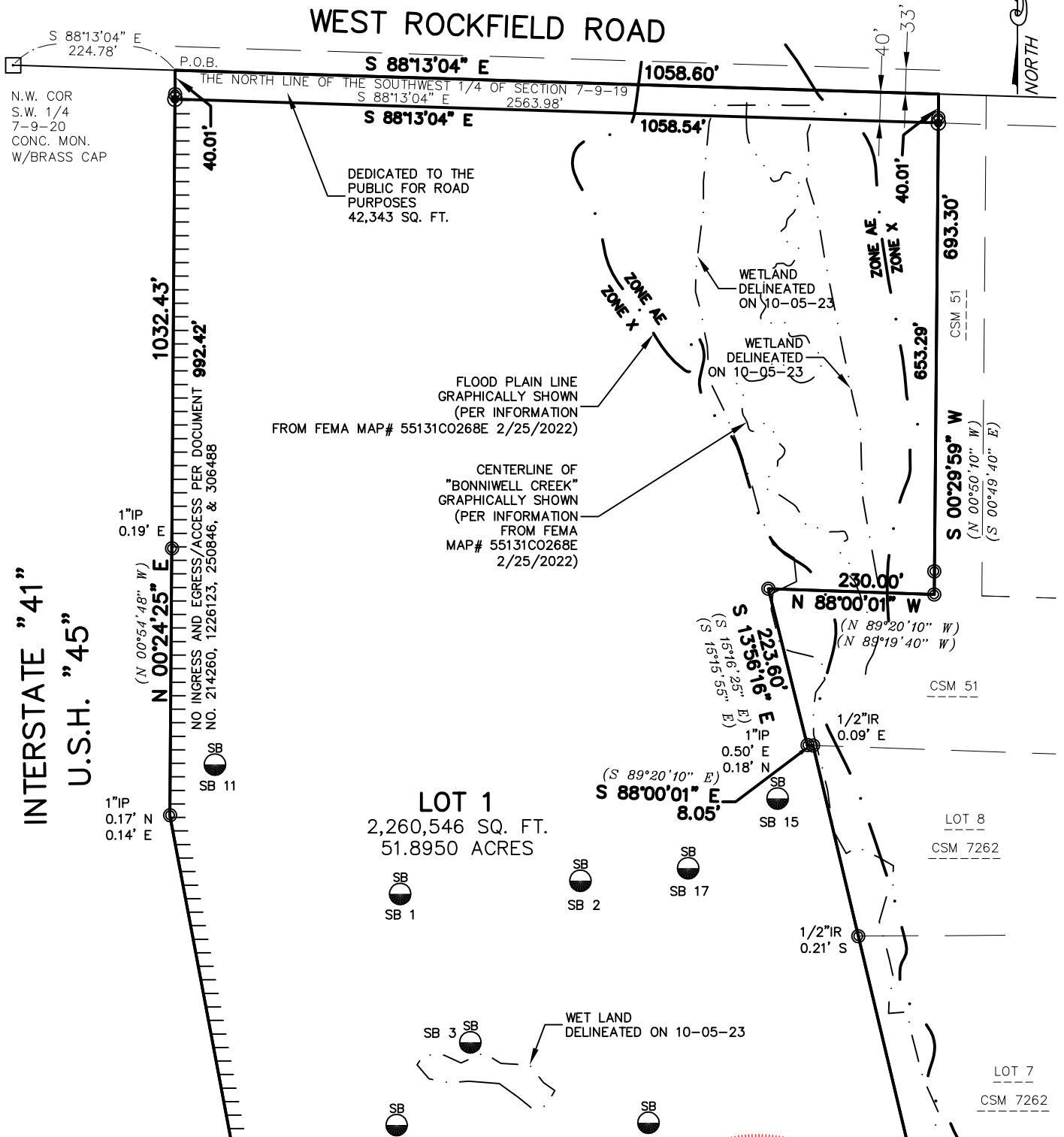
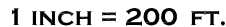
S.W. COR
S.W. 1/4
7-9-20
CONC. MON.
W/BRASS CAP

S.E. COR
S.W. 1/4
7-9-20
CONC. MON.
W/BRASS CAP

THIS INSTRUMENT DRAFTED BY MICHAEL J. BERRY

SHEET 1 OF 5

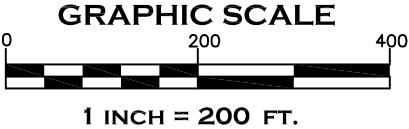
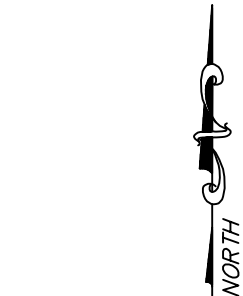
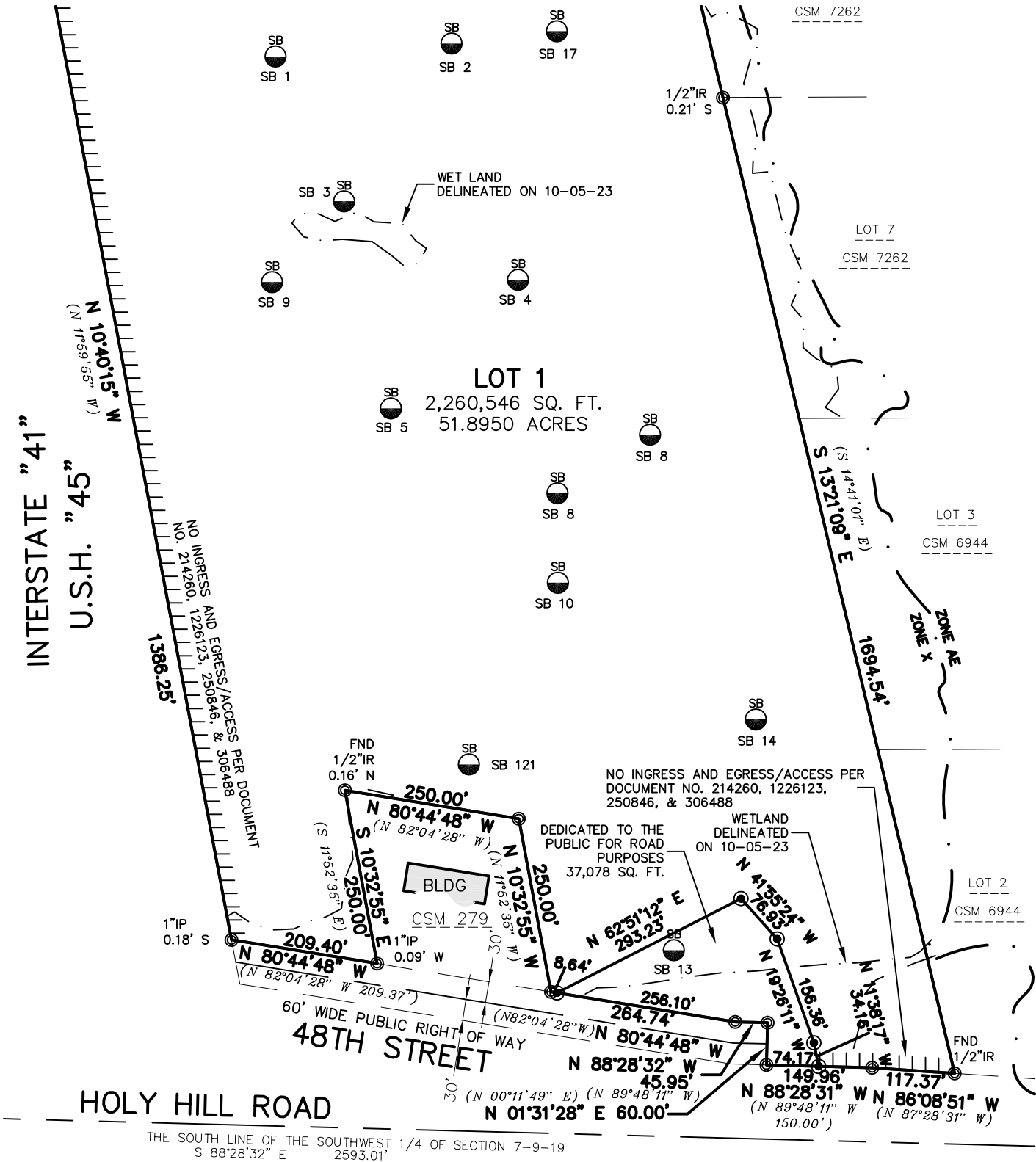
PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7,
TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



APRIL 10, 2024

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



APRIL 10, 2024

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, MICHAEL J BERRY, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE S 88°13'04" E ALONG THE NORTH LINE OF SAID 1/4 SECTION 224.78 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE CONTINUING S 88°13'04" E ALONG SAID LINE 1058.60 FEET; THENCE S 00°29'59" W 693.30 FEET; THENCE N 88°00'01" W 230.00 FEET; THENCE S 13°56'16" E 223.60 FEET; THENCE S 88°00'01" E 8.05 FEET; THENCE S 13°21'09" E 1694.54 FEET TO A POINT ON THE NORTH LINE OF HOLY HILL ROAD; THENCE N 86°08'51" W ALONG SAID NORTH LINE 117.37 FEET; THENCE N 88°28'31" W 149.96 FEET; THENCE N 01°31'28" E 60.00 FEET; THENCE N 88°28'32" W 45.95 FEET; THENCE N 80°44'48" W 264.74'; THENCE N 10°32'55" W 250.00 FEET; THENCE N 80°44'48" W 250.00 FEET; THENCE S 10°32'55" E 250.00 FEET; THENCE N 80°44'48" W 209.40 FEET; THENCE N 10°40'15" W 1386.25 FEET; THENCE N 00°24'25" E 1032.43 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,339,967 SQUARE FEET OR 53.7182 ACRES.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF GREEN BAY PACKAGING, INC, OWNER OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE STATUTES OF THE STATE OF WISCONSIN, THE ORDINANCES OF THE VILLAGE OF GERMANTOWN, AND THE ORDINANCES OF WASHINGTON COUNTY IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS 10TH DAY OF APRIL, 2024.



PROFESSIONAL LAND SURVEYOR,
S-2545
STATE OF WISCONSIN



APRIL 10, 2024

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

GREEN BAY PACKAGING, INC, A CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFY THAT THEY HAVE CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED, AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE ORDINANCES OF THE VILLAGE OF GERMANTOWN.
IN WITNESS WHEREOF, GREEN BAY PACKAGING, INC. HAS CAUSED THESE PRESENTS TO BE SIGNED BY BRYAN HOLLENBACH, ITS EXECUTIVE VICE PRESIDENT AT _____, WISCONSIN, THIS DAY OF _____, 2024.

BRYAN HOLLENBACH,
EXECUTIVE VICE PRESIDENT

STATE OF WISCONSIN)
COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2024 BRYAN HOLLENBACH, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES: _____

VILLAGE OF GERMANTOWN PLAN COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP AND ITS DEDICATIONS IS HEREBY APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF GERMANTOWN ON THIS DAY _____ OF _____, 2024.

DAN WOLTER, CHAIRMAN

DATE

LORI JOHNSON, SECRETARY

DATE

VILLAGE OF GERMANTOWN BOARD APPROVAL

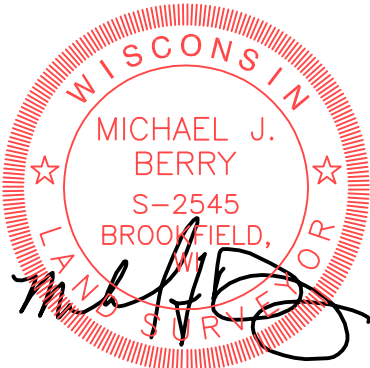
THIS CERTIFIED SURVEY MAP, BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, HAVING BEEN APPROVED BY THE VILLAGE OF GERMANTOWN PLANNING COMMISSION, IS HEREBY APPROVED AND ACCEPTED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF GERMANTOWN ON THIS DAY _____ OF _____, 2024.

DEAN WOLTER, VILLAGE PRESIDENT

DATE

DONNA OTT, VILLAGE CLERK

DATE



APRIL 10, 2024



FLOOD PLAIN LINE
GRAPHICALLY SHOWN
(PER INFORMATION
FROM FEMA MAP# 55131C0268E

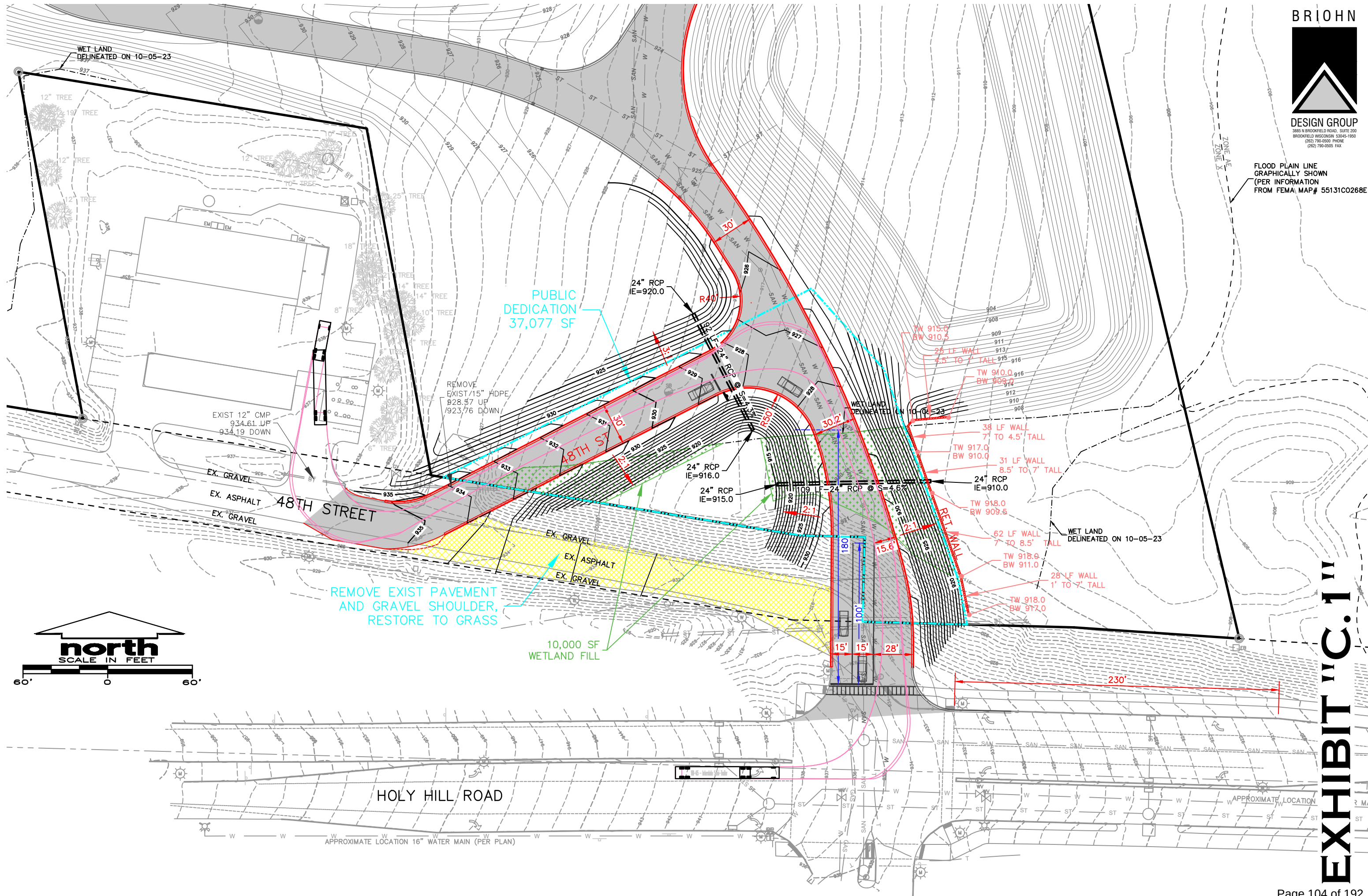


EXHIBIT "C.1"

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 17, 2024

PLACEMENT: Action Item

ITEM TITLE: Briohn Building Corp. Agent for Goldendale Road IV, LLC Property Owner - W206N12880 Gateway Court. Certified Survey Map (CSM) for a property line adjustment to accommodate expansion of the Golden Pet Manufacturing facility.

SUBMITTED BY: Jordan Yanke, Associate Planner

SUMMARY EXPLANATION:

Briohn Building Corporation, agent for Goldendale Road IV LLC, property owner, is requesting approval of a Certified Survey Map (CSM) to adjust a property line 10' north to comply with an International Building Code (IBC) stipulation applicable to an approved building addition for Golden Pet Manufacturing. Property is located at W206 N12880 Gateway Court in Holy Hill Gateway District.

ATTACHMENT:

1. STAFF REPORT_GOLDENDALE ROAD IV LLC_CSM
2. STAFF COMMENTS_GOLDENDALE
3. APPLICATION_GOLDENDALE
4. NARRATIVE_GOLDENDALE
5. CERTIFIED SURVEY MAP_GOLDENDALE

STAFF RECOMMENDATION:

APPROVE the proposed 2-lot Certified Survey Map (CSM) for the Golden Pet Manufacturing and Kapco Metal Stamping properties located at W206 N12880 Gateway Court subject to (2) conditions.

ACTION BY Committee:

Plan Commission recommended to APPROVE the 2-lot Certified Survey Map (CSM), subject to (2) conditions.

CERTIFIED SURVEY MAP (CSM) APPLICATION

06/17/24 Village Board Meeting

Briohn Building Corporation / Goldendale Road IV LLC

Village Staff Report

Germantown, Wisconsin

Summary

Briohn Building Corporation, agent for Goldendale Road IV LLC, property owner, is requesting approval of a Certified Survey Map (CSM) to adjust a property line 10' north to comply with an International Building Code (IBC) stipulation applicable to an approved building addition for Golden Pet Manufacturing. Property is located at W206 N12880 Gateway Court in Holy Hill Gateway District.

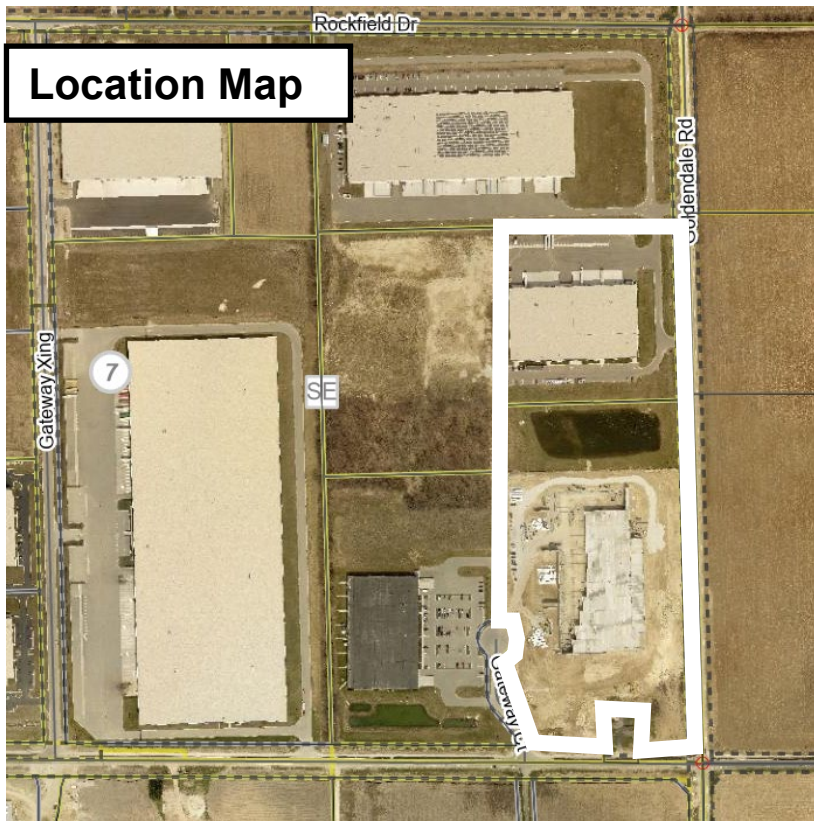
Property Location: W206 N12880 Gateway Court

Applicant /	Caitlin LaJoie	Dickman Development LLC
Property Owner:	Briohn Building Corp. 3885 N Brookfield Rd Brookfield, WI	Goldendale Road IV LLC 626 E Wisconsin Avenue Milwaukee, WI

Current Zoning: M-1: Limited Industrial

Adjacent Land Uses		Zoning
North	Agricultural	M-1
South	Residential/Industrial	RS-4/M-1
East	Agricultural/Residential	A-1
West	Industrial	M-1

Location Map



Background

In July 2023, the Plan Commission approved a request from Goldendale Road IV LLC for a Certified Survey Map (CSM) and Site Development and Building Plans for a 129,147 square foot addition to the existing office and manufacturing facility located at W206 N12880 Gateway Court in the Holy Hill Gateway District.

After this approval the final building plans were submitted for review. Based on review, the Village advised the applicant that the proposed building addition did not meet a section of the International Building Code (*IBC Section 507.4 Sprinklered, One-Story Building Unlimited: Building to be fully sprinklered and surrounded and adjoined by public ways or yards not less than 60'*). The building's distance from the northern lot line was shown at 57' on the plans instead of the required 60' per IBC. In order to comply with this provision, the applicant submitted a lot line adjustment request instead of implementing a 3-hour rated wall on the north end of the building.

Proposal

Briohn Building Corporation, agent for Goldendale Road IV LLC, property owner, is requesting approval of a Certified Survey Map (CSM) to adjust a property line 10' north to comply with an International Building Code (IBC) stipulation applicable to an approved building addition for Golden Pet Manufacturing. Property is located at W206 N12880 Gateway Court in Holy Hill Gateway District. The proposed CSM would result in the following lots:

Lot 1: 17.742 Acres (Golden Pet Manufacturing)

Lot 2: 9.085 Acres (Kapco Metal Stamping)

Staff CommentsCommunity Development: Planning & Zoning

The applicant/owner will be required to comply with all other conditions associated with the prior approvals referenced above. While the Certified Survey Map (CSM) proposed to move a lot line 10' north, the application does not propose any other alterations to previously approved site plan or use of the properties.

Public Works/Village Engineer/Village Surveyor

The Village Surveyor has identified a series of minor technical corrections in an April 26, 2024, memo that will need to be addressed in a revised CSM prior to recording.

VILLAGE STAFF RECOMMENDATION

APPROVE the proposed 2-lot Certified Survey Map (CSM) for the Golden Pet Manufacturing and Kapco Metal Stamping properties located at W206 N12880 Gateway Court subject to the following condition:

1. All technical issues and corrections identified by the Village Surveyor (see April 26, 2024, memo from Burt Naumann, GRAEF) shall be addressed and reflected in a revised CSM reviewed and approved by Village staff prior to recording.



The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

collaborāte / formulāte / innovāte

April 26, 2024

Jeff Retzlaff, Village Planner
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

SUBJECT: Goldendale Road LLC CSM Review

Certified Survey Map

Applicant or Owner: Goldendale Road LLC

Land Surveyor/Firm: Christopher Jackson / CJ Engineering, LLC

1. Existing zoning should be labeled on the CSM.
2. Label the right of way width of Gateway Court.
3. Label the recording information for the documents used to dedicate the right of way for Gateway Court, Holy Hill Road and Goldendale Road.
4. In the last paragraph of the Village Board Approval, Donna Ott is Village Clerk.

No further review comments.

Document Approval and Recording

For this CSM to be approved by the Village Board and recorded at the Washington County Register of Deeds, the document must be provided to the Village Clerk's office in a completed format including all original signatures of the owner and lending institution, original seals of the professional land surveyor on the recordable media the Wednesday prior to the scheduled Village Board meeting.

Any documents or digital files not submitted by the due date or contain outstanding technical review comments that have not be addressed, will be moved to the next scheduled Village Board meeting agenda.

Document Submittals and Data Conversion

As of October 2005, the Village of Germantown requires a digital copy of all Certified Survey Maps, Condominium Plats and Subdivision Plats in addition to the documents as required by Wisconsin Statute and Village Ordinances as part of the land division approval.

Prior to Recording the Certified Survey Map or Subdivision Plat, The professional land surveyor is responsible for submitting a copy of the AutoCad drawing file (.dwg) of the document in version 2019 on compact disk (CD) or via email to the Village Surveyor for mapping purposes.

All digital professional land surveyor seals and signatures will be purged from the digital copy prior to submittal.

Note: In 2020, the Village will be upgrading its municipal code to recognize the NAD83 Datum, 2011 adjustment for horizontal control and NAVD88 for vertical control for mapping all land division documents and plan submittals for review.

There are new dossier sheets for all the Public Land Survey System monuments that contain the new coordinate positions and elevations available currently on the State Cartographer's website by using the Survey Control Finder application

Prior to Recording the Certified Survey Map or Final Subdivision Plat, the Village Engineering Department will verify that the boundary markers have been installed as described on the submitted map. All boundary corners are to be clearly marked in the field by the professional land surveyor of record.

Sincerely,



Burt J. Naumann, PLS
Senior Vice President



Village of



Fee must accompany application

☐ \$2,900 with public improvements

☒ \$1,960 no public improvements

Paid 7 Date 4/1/24

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

Please read and complete this application carefully. **All applications must be signed and dated.**

1

APPLICANT OR AGENT

Briohn Building Corporation

3885 N Brookfield Rd

Brookfield, WI 53045

Phone (262) 307-8792

Fax ()

E-Mail clajoie@briohn.com

PROPERTY OWNER

Goldendale Road IV LLC

Phone (414) 271-6100

2

PROPERTY ADDRESS OR GENERAL LOCATION

N206N12880 Gateway Court, Germantown, WI 53022

TAX KEY NUMBER

GTNV_074981

3

PURPOSE OF LAND SPLIT

Adjust property line 10' to the north to accommodate
Safebuilt comment

Will the land split require rezoning?

no

From n/a

To n/a

4

READ AND INITIAL THE FOLLOWING:

☒ I understand that the Certified Survey Map is not valid until recorded at the Washington County Register of Deeds. The Village will record the document and charge the applicant all applicable recording fees.

☒ I understand that the Map will not be placed on the Village Board agenda until all the technical corrections to the CSM are made, the payment of any outstanding impact fees are paid to the Village Clerk's Department, and the original signed and stamped copy of the Map is submitted on the proper paper.

☒ I understand that parcels created outside the Sewer Service Area will require a soil test. I also understand that all properties abutting a State Highway will require DOT approval and I will be responsible for securing such approval prior to recording.

☒ I understand all delinquent property taxes on any of the properties involved shall be paid prior to recording.

5

SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Signed by:

Caitlin LaJoie

2/6/2024

Applicant

Signed by:

Samuel M. Dickman

2/3/2024

Owner

Date



BRIOHN BUILDING CORPORATION

Caitlin LaJoie
Briohn Building Corporation
3885 N Brookfield Rd, Suite 200
Brookfield, WI 53045

March 28, 2024

Village of Germantown
N112W17001 Mequon Road
Germantown, WI 53022

VIA Email: Jeff Retzlaff (jretzlaff@germantownwi.gov)

Dear Village Staff,

Briohn Building Corporation ("Briohn") is submitting the request for a revised Certified Survey Map ("CSM") on behalf of Goldendale Road IV, LLC ("Developer") to the Village of Germantown ("Village") in connection with the Golden Pet Manufacturing addition ("Development").

The proposed CSM will adjust the northernly lot line 10' to the north. The landowner to the north, Goldendale II LLC, has been notified and agrees with the adjustment.

The Development provides additional in-demand production area for Golden Pet Manufacturing and requires specialty equipment; the corresponding floorplan was evaluated and determined to be the most efficient layout which determined the final building addition square footage.

The current actual setback from property line to the building addition is 57'. The additional setback length required is 3' to satisfy the 60' building setback from property line for unlimited area buildings, per IBC. The decision to adjust the lot line by an additional 10', instead of 3' additional, was to allow for any through wall appendages or penetrations, if needed in the future, like duct work or canopies. The building code allows for the following exception: *IBC 507 code allows for a reduction to a 40-foot building setback if the wall rating is raised to 3-hour fire resistive rating.*

The above exception option was not feasible as it is cost prohibitive and potentially interferes with operations. In addition to raising the wall rating from 0 hours to 3 hours, any penetrations proposed would require appropriate damper systems that would have to be employed when penetrating through the rated wall. This would increase the cost of the potential penetrations, like louvers or ducts. Although specific penetration is not required currently, since Golden Pet is a food facility, it is possible this could come in the initial commissioning process to bring the north addition processing areas into operational status. It is highly probable this scenario would occur if facility internal operational adjustments are made by Golden Pet. Not only

would the cost of the rated wall system and penetration protection elements like dampers be more costly, but it also introduces restrictions that may compromise the future operational needs.

Based on this assessment, Briohn evaluated a potential solution to create a no-build easement which effectively would have accomplished the same as the 60' setback identified in the building code. The utilization of a no-build easement was proposed to introduce a permanent encumbrance that would prevent the north property from developing that portion of their south property line. In addition, the shared storm pond between the two properties acts as a physical barrier limiting the adjoining property owners from expanding the buildings any closer to the common property line. This option was vetted by the Developer and the landowner to the north. SAFEBuilt, Germantown's DSPS approved plan examiner, would not except this solution unless the Developer pursued a formal building code variance process through state building code officials, DSPS, to have the no-build easement act in a similar manner as the full 60' building setback to the property line. The project is time-sensitive and it would have taken approximately 6 months to pursue the DSPS variance approach, with no guaranty that it would get approved.

Briohn and the Developer elected to create a new CSM to adjust the shared property line by moving it north 10' so the Development is in compliance with the IBC 507, unlimited area building code requirement.

Thank you for reviewing the proposed CSM lot line adjustment with our design team. We look forward to continuing the conversation with the Village. Should you have any further questions, please do not hesitate to contact me.

Sincerely,

Caitlin LaJoie, Director of Land Development
Briohn Building Corporation
clajoie@briohn.com
262-307-8792

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 7300 AND LOT 3 OF CERTIFIED SURVEY MAP NO. 6930, IN THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

- - INDICATES 1" IRON PIPE SET
- - INDICATES IRON PIPE FOUND

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.

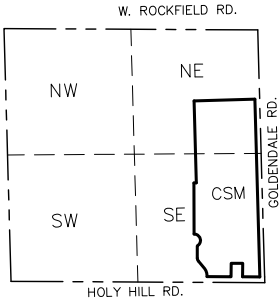
ALL BEARINGS SHOWN ARE REFERENCED TO EAST LINE OF THE SE 1/4 OF SECTION 7, T9N, R20E, WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE (NAD 83/2011), AND ALL BEARINGS ARE REFERENCED TO GRID NORTH, BEARING N 01°35'36" W

NOTE:

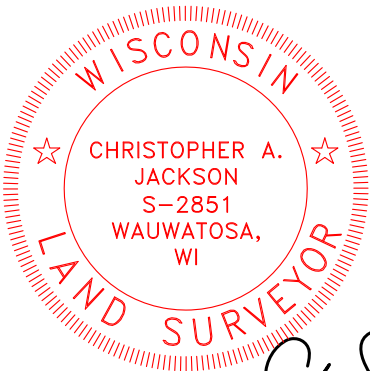
1. NO DIRECT ACCESS TO GOLDENDALE RD AND TO HOLY HILL RD. FROM LOT 1. ACCESS TO GOLDENDALE RD. FROM LOT 2 BY PERMIT ONLY.

PREPARED BY:
CHRISTOPHER JACKSON, PLS
CJ ENGINEERING, LLC
9205 W. CENTER ST. #214
MILWAUKEE, WI 53222
(414) 443-1312

PREPARED FOR:
GOLDENDALE ROAD II, LLC AND
GOLDENDALE ROAD IV, LLC
626 E WISCONSIN AVE. #1200
MILWAUKEE, WI 53202
(414) 271-6100



LOCATION MAP
SE 1/4 OF SEC. 7-9-20
1" = 2000'



Christopher A. Jackson

02-05-24

NE CORNER OF THE SE 1/4
OF SECTION 7 T9N, R20E
CONCRETE MONUMENT
W/ BRASS CAP FOUND
N 463,729.94
E 2,489,471.00

LOT 1
CSM 6913

(REC. N 88°24'20" E)
N88°24'24"E
26.28'

LOT 1
OF CSM 6897

N 00°19'20" W (REC. SOUTH)

532.35' (REC. 535.02')

ARC = 172.79'
RADIUS = 66.00'
CHD. BRG. = N 14°59'56" W
(REC. N 15°00'00" W)
CHD. LENGTH = 127.50'

GATEWAY COURT

ARC = 32.63'
RADIUS = 47.00'
CHD. BRG. = N 19°53'19" W
(REC. N 19°53'23" W)
CHD. LENGTH = 31.98'

ARC = 78.45'
RADIUS = 113.00'
CHD. BRG. = N 19°53'19" W
(REC. N 19°53'23" W)
CHD. LENGTH = 76.89'

SOUTH LINE OF THE SE 1/4 OF SECTION 7-9-20 N 89°41'38" W

HOLY HILL ROAD

SE CORNER OF THE SE 1/4
OF SECTION 7 T9N, R20E
CONCRETE MONUMENT W/
BRASS CAP FOUND
N 461,097.19
E 2,489,544.28

GOLDENDALE ROAD (C.T.H. "Y")

1244.78'

(REC. S 01°35'40" E)

50.0'

1869.85'

625.07'

633.12'

633.12'

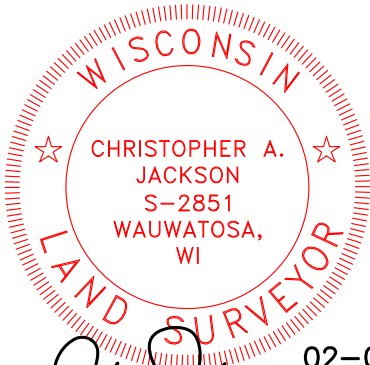
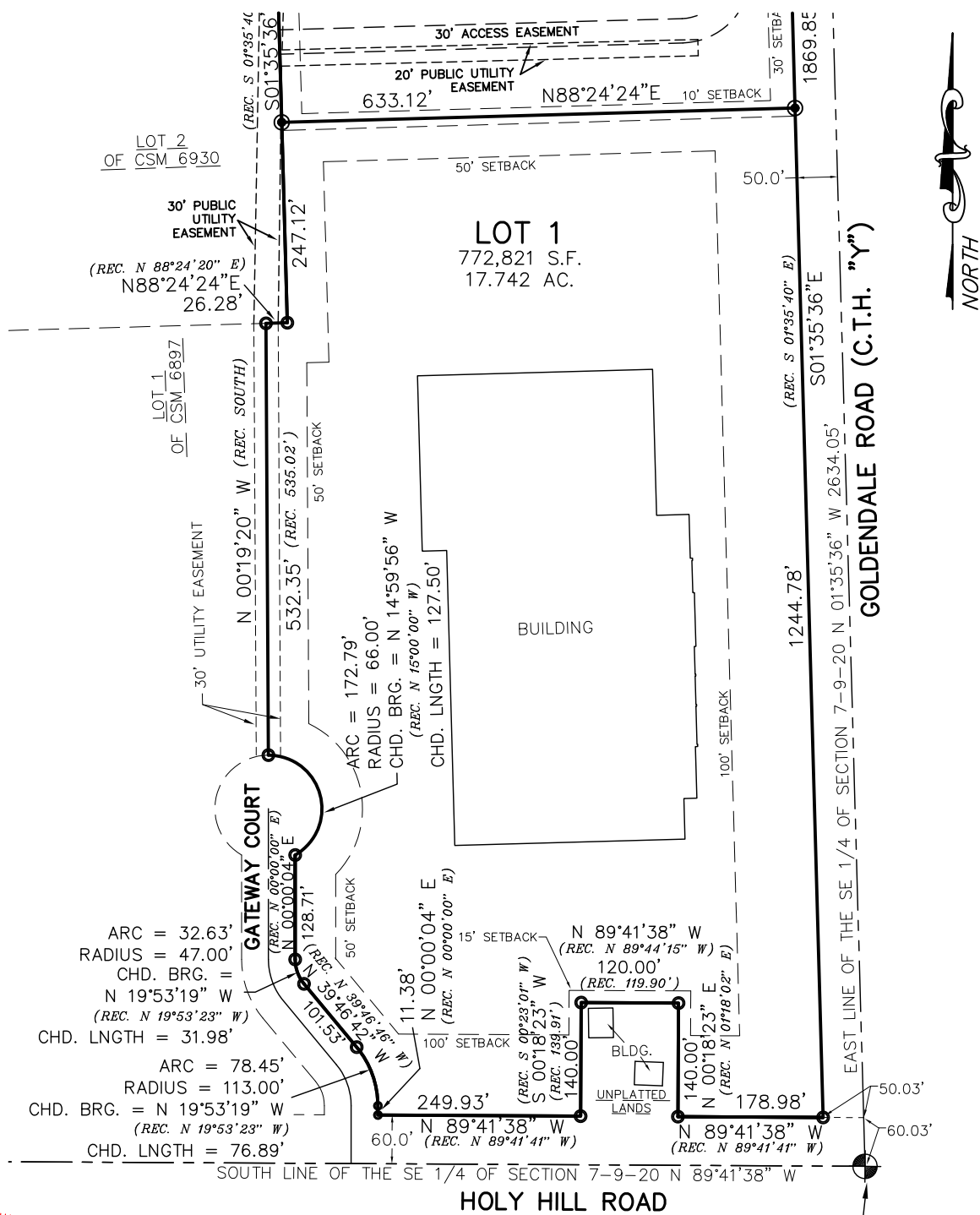
872.19'

625.07'

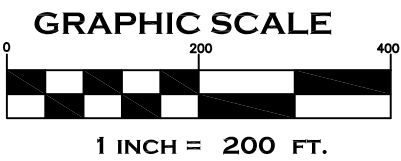


CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 7300 AND LOT 3 OF CERTIFIED SURVEY MAP NO. 6930, IN THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN



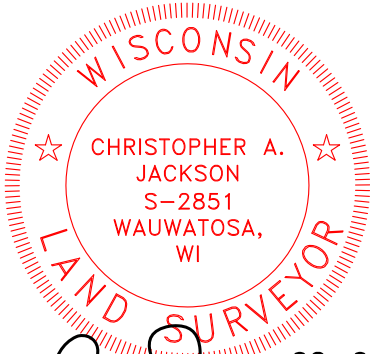
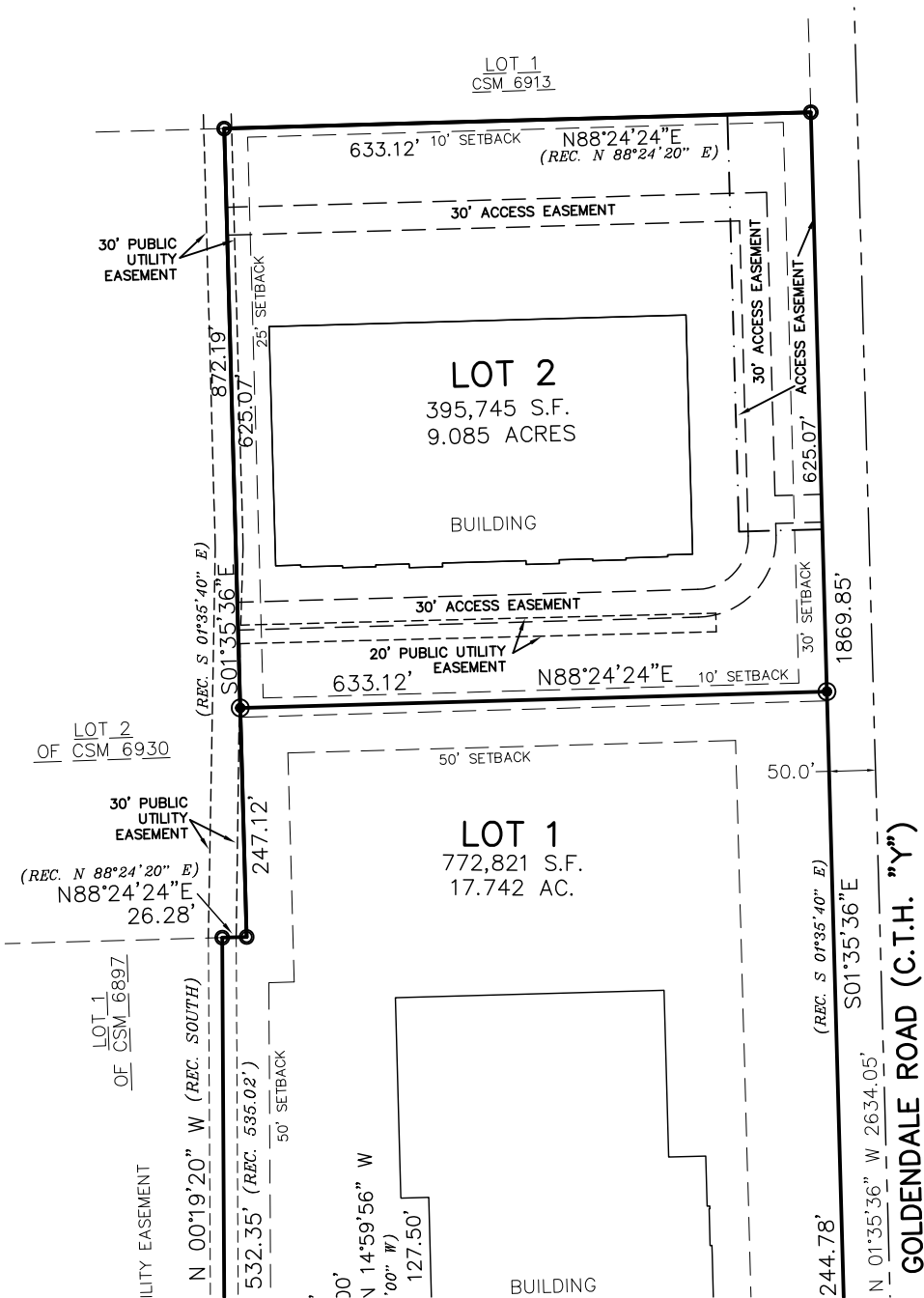
02-05-24



SE CORNER OF THE SE 1/4 OF SECTION 7 T9N, R20E
CONCRETE MONUMENT W/
BRASS CAP FOUND
N 461,097.19
E 2,489,544.28

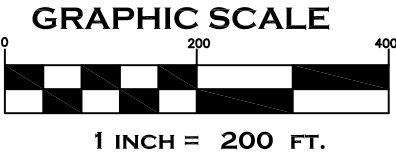
CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 7300 AND LOT 3 OF CERTIFIED SURVEY MAP NO. 6930, IN THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN



Christopher A. Jackson

02-05-24



CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 7300 AND LOT 3 OF CERTIFIED SURVEY MAP NO. 6930, IN THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER JACKSON, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, MAPPED AND DIVIDED REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 7300 AND LOT 3 OF CERTIFIED SURVEY MAP NO. 6930, IN THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

CONTAINING: 1,168,566 SQUARE FEET OR 26.827 ACRES

THAT I HAVE MADE SUCH SURVEY, MAP AND LAND COMBINATION BY THE DIRECTION OF GOLDENDALE ROAD II, LL. AND GOLDENDALE ROAD IV, LLC, OWNERS OF SAID LAND.

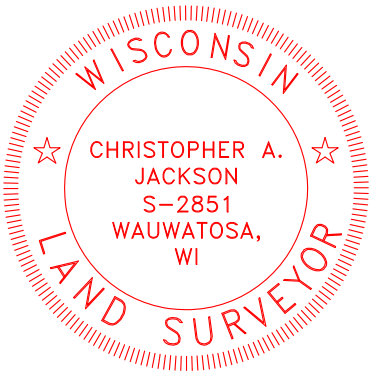
THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE COMBINATION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE STATUTES OF THE STATE OF WISCONSIN AND CHAPTER 18 OF THE VILLAGE OF GERMANTOWN SUBDIVISION CONTROL ORDINANCE IN SURVEYING, DIVIDING, MAPPING AND DEDICATING THE SAME.

DATED THIS 5TH DAY OF FEBRUARY, 2024.



CHRISTOPHER A. JACKSON
PROFESSIONAL LAND SURVEYOR, S-2851
STATE OF WISCONSIN



CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 7300 AND LOT 3 OF CERTIFIED SURVEY MAP NO. 6930, IN THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

OWNER'S CERTIFICATE

GOLDENDALE ROAD II, LLC AND GOLDENDALE ROAD IV, LLC, LIMITED LIABILITY COMPANIES EXISTING UNDER THE LAWS OF THE STATE OF WISCONSIN AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANIES CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS MAP.

IN WITNESS WHEREOF, GOLDENDALE ROAD II, LLC AND GOLDENDALE ROAD IV, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY SAMUEL M. DICKMAN, MANAGER, THIS _____ DAY OF _____, 20__.

GOLDENDALE ROAD II, LLC
SAMUEL M. DICKMAN, MANAGER

GOLDENDALE ROAD IV, LLC
SAMUEL M. DICKMAN, MANAGER

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20__, SAMUEL M. DICKMAN, TO ME KNOWN TO BE THE MANAGER OF GOLDENDALE ROAD II, LLC AND GOLDENDALE ROAD IV, LLC AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID LLC AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES _____, 20__

CONSENT OF CORPORATE MORTGAGEE

Old National Bank, F/K/A First Midwest Bank, mortgagee of some or all of the above described land, does hereby consent to the surveying, dividing and mapping of the land described in the forgoing affidavit of Christopher A. Jackson, Professional Land Surveyor, and does hereby consent to the above certification of owners.

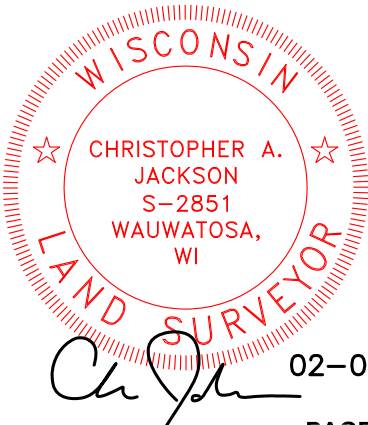
In witness Whereof, Old National Bank, F/K/A First Midwest Bank, has caused these presents to be signed by _____, its _____, this _____ day of _____, 2023.

Old National Bank, F/K/A First Midwest Bank
_____, _____

State of Wisconsin)
_____) SS
_____ County)

Personally came before this _____ day of _____, 2023, _____, to me known to be the _____ of Old National Bank, F/K/A First Midwest Bank, and the person who executed the forgoing instrument as such officer of such entity and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires _____, 20



CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 7300 AND LOT 3 OF CERTIFIED SURVEY MAP NO. 6930, IN THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE VILLAGE OF GERMANTOWN ON THIS ____ DAY OF _____ 20__.

DEAN WOLTER, CHAIRMAN

DATE _____

LAURA A. JOHNSON, SECRETARY

DATE _____

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____, DEAN WOLTER AND LAURA A. JOHNSON, TO ME KNOWN TO BE THE CHAIRMAN AND SECRETARY OF THE VILLAGE OF GERMANTOWN PLANNING COMMISSION. AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATION AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES _____, 20____

VILLAGE OF GERMANTOWN BOARD APPROVAL

THIS CERTIFIED SURVEY MAP, BEING A DIVISION OF SE ¼ SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, HAVING BEEN APPROVED BY THE PLANNING COMMISSION BEING THE SAME, IS HEREBY APPROVED AND ACCEPTED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF GERMANTOWN ON THIS ____ DAY OF _____, 20__.

DEAN WOLTER, VILLAGE PRESIDENT

DATE

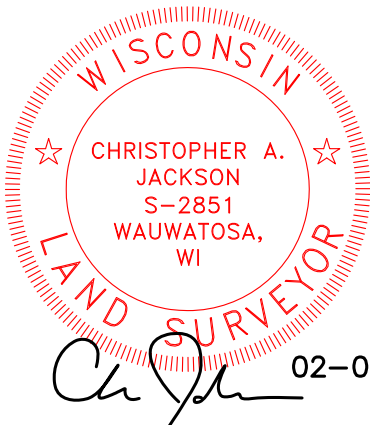
DONNA OTT, VILLAGE CLERK

DATE _____

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20____, DEAN WOLTER AND ERIN HIRN, TO ME KNOWN TO BE THE PRESIDENT AND CLERK OF THE VILLAGE OF GERMANTOWN BOARD. AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATION AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES _____, 20____



02-05-24

THIS INSTRUMENT DRAFTED BY CHRISTOPHER A. JACKSON, S-2851

PAGE 6 OF 6

VILLAGE OF GERMANTOWN,
A Wisconsin Municipal Corporation
By and through its Village President
N112 W17001 Mequon Road
Germantown, WI 53022

Complainant,

SUMMONS

v.

BARLEY POP BREW HAUS, LLC,
c/o Jodi Kanzenbach, Agent
N116 W16137 Main Street
Germantown, WI 53022

Respondent.

TO THE ABOVE-NAMED RESPONDENT:

Barley Pop Brew Haus, LLC is hereby commanded to have a representative appear before the Village Board of the Village of Germantown on the 17th day of June, 2024, at 7:00 p.m., or as soon thereafter as the Village Board may hear the matter, in the Village Hall Board Room, N112 W17001 Mequon Road, Germantown, Wisconsin, to show cause why the Class B Beer and Class B Liquor license previously issued to Barley Pop Brew Haus, LLC and held by the Village of Germantown should not be non-renewed for the reasons set forth in the attached complaint. This Summons is issued by the Village Board and is directed to the Village of Germantown Chief of Police or his designee to serve a copy hereof and the attached complaint upon the above-named limited liability company, in the manner provided under Chapter 801 Stats., for service in civil actions in Circuit Court.

Dated this 10th day of June, 2024.



Donna Ott, Village Clerk

VILLAGE OF GERMANTOWN,
A Wisconsin Municipal Corporation
By and through its Village President
N112 W17001 Mequon Road
Germantown, WI 53022

Complainant,

COMPLAINT

v.

BARLEY POP BREW HAUS, LLC,
c/o Jodi Kanzenbach, Agent
N116 W16137 Main Street
Germantown, WI 53022

Respondent.

NOW COMES the above-named complainant, the Village of Germantown, by and through its Village President as a resident of the Village of Germantown, and as and for its complaint against Barley Pop Brew Haus, LLC ("Barley Pop"), states and alleges as follows:

1. I am the Village President of the Village of Germantown and make this sworn written complaint within the scope of my duties as Village President and as a resident of the Village.
2. Upon information and belief, on May 15, 2009, Barley Pop filed an application for a Class B Beer and Class B Liquor license (a "Class B Combination License") with the Village of Germantown for premises located at N116 W16137 Main Street in the Village of Germantown (the "Premises").
3. Upon information and belief, said application was approved by the Village Board, and the Class B Combination License was issued by the Village.
4. Upon information and belief, Barley Pop has sought and received a renewal Class B Combination License in each subsequent license year since the original license was granted, including the 2023-24 license year.

5. Upon information and belief, Barley Pop filed a renewal application for the 2024-25 license year. A copy of said application, with certain personal information redacted, is annexed hereto and incorporated herein as Exhibit A.

6. Upon information and belief, Barley Pop has not been open for business on the Premises since the 2022-23 license year, having closed for business on or about June 2, 2023.

7. Upon information and belief, the Barley Pop's website is non-operational, and online directories indicate that the Barely Pop is "Permanently Closed."

8. Wis. Stat. § 125.10(1) authorizes a municipality to "prescribe additional regulations for the sale of alcohol beverages, not in conflict with" the provision of Chapter 125 of the statutes.

9. Under Section 12.02(7)(o) of the Germantown Municipal Code, "[w]here the holder of a Class B license ceases to operate or do business while same is validly in force and effect, the licensee, or his heirs, may, at the discretion of the Village Board, continue to hold said license for its unexpired term and shall also be eligible to apply for and receive one normal one-year renewal thereof; it being the intent and purpose of this paragraph to require the licensee, or his heirs, to consummate bona fide rental or sale of the business assets involved."

10. Upon information and belief, the Class B Combination License previously issued to Barley Pop was no longer used during the 2022-23 license year, which ended June 30, 2023, and has remained unused during the 2023-24 license year, which expires on June 30, 2024.

11. Wis. Stat. § 125.12(2)(ag) provides that a violation of, or noncompliance with, the provisions of Chapter 125 of the Wisconsin Statutes, or a municipal regulation adopted under its authority, may constitute grounds for the suspension or revocation of an alcohol beverage license.

12. Wis. Stat. § 125.12(3) provides that a municipality may refuse to renew an alcohol beverage license for the grounds specified in Wis. Stat. § 125.12(2)(ag).

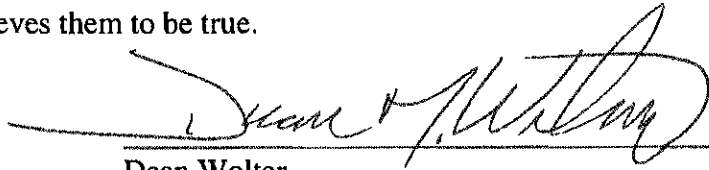
13. Upon information and belief, Barley Pop would violate Section 12.02(7)(o) of the Germantown Municipal Code and is thereby subject to nonrenewal of the Class B Combination license issued to it as set forth in Wis. Stat. § 125.12(3) and as incorporated by § 12.02(1) of the Germantown Municipal Code.

14. Upon information and belief, the Germantown Village Board intends to provide a hearing to Barley Pop to determine whether the Class B Combination License issued to it should be non-renewed based upon the above noncompliance with the Code; and that such hearing to be held as a result of this complaint constitutes the hearing afforded to a renewal applicant under Wis. Stat. § 125.12(3).

Dated at Germantown, Wisconsin this 10th day of June, 2024.

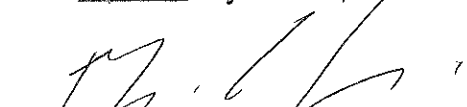
STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Dean Wolter, Village President of the Village of Germantown, being duly sworn and under oath, states that he has read the foregoing complaint and knows the contents thereof; that the same are true of his knowledge, except as to those matters stated on information and belief; and to those matters he believes them to be true.



Dean Wolter

Subscribed and sworn to before me
This 10th day of June, 2024



Notary Public, State of Wisconsin
My Commission: is permanent

EXHIBIT A

Save

Print

Clear

Form

AB-200

Alcohol Beverage License Application

For Municipal Use Only

Municipality

License Period

License(s) Requested: (up to two boxes may be checked)

☐ Class "A" Beer \$ _____

☒ Class "B" Beer \$ 100

☐ "Class A" Liquor \$ _____

☒ "Class B" Liquor \$ 500

☐ "Class A" Liquor (cider only) \$ _____

☐ Reserve "Class B" Liquor \$ _____

☐ "Class C" Liquor (wine only) \$ _____

Fees

License Fees	\$ <u>600.00</u>
Background Check Fee	\$ _____
Publication Fee	\$ <u>20.00</u>
Total Fees	\$ <u>620.00</u>

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)

Barley Pop Brewhaus LLC

2. Business Trade Name or DBA

Barley Pop Pub & Restaurant

3. FEIN

27-0184273

4. Wisconsin Seller's Permit Number

L0984011408 456-102-6877668-03

5. Entity Type (check one)

☐ Sole Proprietor

☐ Partnership

☒ Limited Liability Company

☐ Corporation

☐ Nonprofit Organization

6. State of Organization

WISCONSIN

7. Date of Organization

5-14-2009

8. Wisconsin DFI Registration Number

B064574

9. Premises Address

N116 W16137 Main St

10. City

Germantown

11. State

WI

12. Zip Code

53022

13. County

Washington

14. Governing Municipality: ☐ City ☐ Town ☒ Village

of: Germantown

15. Aldermanic District

16. Premises Phone

[REDACTED]

17. Premises Email

[REDACTED]

18. Website

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

The premises is located at N116 W16137 Main St. Germantown, WI 53022. The first level has 1 bar, 2 bathrooms, 1 dining room. Second level has 1 locked liquor/office/stored records, 1 game room, 1 servers bay,

20. Mailing Address (if different from premises address)

21. City

22. State

23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated

Location

Trial Date

Penalty Imposed

Was sentence completed? ☐ Yes ☐ No

Law/Ordinance Violated

Location

Trial Date

Penalty Imposed

Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . ☐ Yes ☒ No beverages.
If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

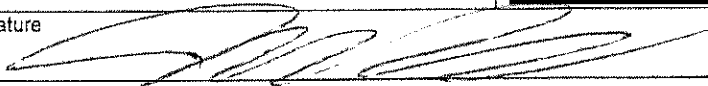
Last Name	First Name	Title	Phone
Kanzenbach	Jodi	Agent	[REDACTED]
Kanzenbach	Cory	Member	[REDACTED]
Thomas	Paul	Member	[REDACTED]

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name	First Name	M.I.
Kanzenbach	Jodi	J
Title	Email	Phone
Agent	[REDACTED]	[REDACTED]
Signature	Date	
	05/15/2024	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

19. 1 large banquet room, 1 bar, 2 ~~bathrooms~~, 1 dishwashing area, 1 kitchen, 1 maintenance room, 1 storage room and 1 ice/storage room.

Served on upper level & lower level
bars — and dining area

Storage behind bars, locked legion room
on 1st level, downstairs walkway in
crotch (basement)

Receipts in office on main floor.



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-264-6884
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L0984011408

BARLEY POP BREW HAUS LLC
N116 W16137 MAIN ST
GERMANTOWN WI 53022

Wisconsin Department of Revenue Seller's Permit

Legal/real name: BARLEY POP BREW HAUS LLC

Business name: BARLEY POP PUB
N116 W16137 MAIN STREET
GERMANTOWN WI 53022

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type

Account Type

Account Number

Sales & Use Tax

Seller's Permit

456-1026877668-03

Form
AB-100Alcohol Beverage
Individual QuestionnaireDate
05/15/2024

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (Individual name if sole proprietor)

Barley Pop BrewHaus LLC

2. Business Trade Name or DBA

Barley Pop Pub & Restaurant *KEB*

3. Entity Type (check one)

☐ Sole Proprietor☐ Partnership☒ Limited Liability Company☐ Corporation☐ Nonprofit Organization**Part B: Individual Information**

1. Last Name

Kanzenbach

2. First Name

Jodi

3. M.I.

J

4. Relationship to Business (Title)

Agent

5. Email

6. Phone

7. Home Address

W4535 County Rd A

8. City

Fredonia

9. State

WI

10. Zip Code

53021

11. Date of Birth

12. Drivers License/State ID Number

13. Drivers License/State ID State of Issuance

WI

Part C: Address History1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years

44

Months

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 1

709 S. 2nd Ave

City

West Bend

State

WI

Zip Code

53095

Previous Address 2

City

State

Zip Code

Previous Address 3

City

State

Zip Code

Previous Address 4

City

State

Zip Code

Previous Address 5

City

State

Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State

County

WI

Washington

State

County

MN

DAKOTA

State

County

State

County

State

County

WI

Ozaukee

State

County

MN

HENNEPIN

State

County

State

County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

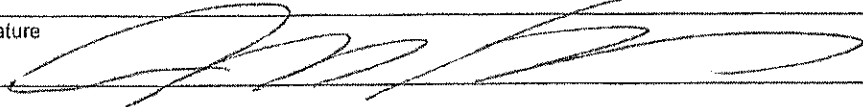
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

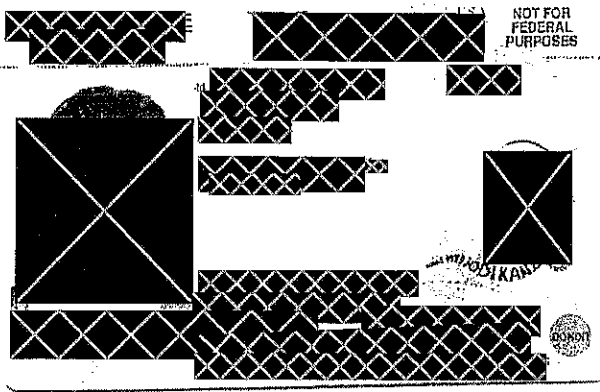
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date 05/15/2024
--	-----------------



Save

Print

Clear

Form
AB-100Alcohol Beverage
Individual QuestionnaireDate
05/15/2024

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

Barley Pop BrewHaus LLC

2. Business Trade Name or DBA

Barley Pop Pub & Restaurant *REL*

3. Entity Type (check one)

☐ Sole Proprietor☐ Partnership☒ Limited Liability Company☐ Corporation☐ Nonprofit Organization

Part B: Individual Information

1. Last Name

Kanzenbach

2. First Name

Cory

3. M.I.

D

4. Relationship to Business (Title)

Member

5. Email

6. Phone

7. Home Address

W4535 County Rd A

8. City

Fredonia

9. State

WI

10. Zip Code

53021

11. Date of Birth

12. Drivers License/State ID Number

13. Drivers License/State ID State of Issuance

WI

Part C: Address History

1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years

45

Months

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 1

709 S. 2nd Ave

City

West Bend

State

WI

Zip Code

53095

Previous Address 2

City

State

Zip Code

Previous Address 3

City

State

Zip Code

Previous Address 4

City

State

Zip Code

Previous Address 5

City

State

Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State

County

State

County

State

County

State

County

WI

Washington

State

County

State

County

State

County

State

County

WI

Ozaukee

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☐ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

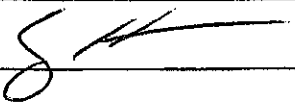
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☐ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date 05/15/2024
---	-----------------

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☒ Yes ☐ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated DUI	Location WASHINGTON COUNTY	Conviction Date 2-14-2005
--------------------------------------	--------------------------------------	-------------------------------------

Penalty Imposed FINE / LOST D.L. / RESPONSIBLE CLASS	Was sentence completed? ☒ Yes ☐ No
--	---

Law/Ordinance Violated	Location	Conviction Date
------------------------	----------	-----------------

Penalty Imposed	Was sentence completed? ☐ Yes ☐ No
-----------------	--

Law/Ordinance Violated	Location	Conviction Date
------------------------	----------	-----------------

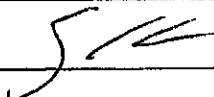
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No
-----------------	--

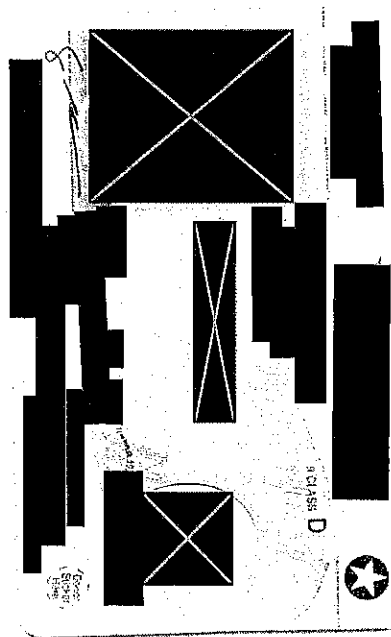
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date 05/15/2024
--	---------------------------



Form

AB-100

Alcohol Beverage Individual Questionnaire

 Date
05/15/2024

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Barley Pop BrewHaus LLC

2. Business Trade Name or DBA
Barley Pop Pub & Restaurant

3. Entity Type (check one)
☐ Sole Proprietor
 ☐ Partnership
 ☒ Limited Liability Company
 ☐ Corporation
 ☐ Nonprofit Organization

Part B: Individual Information

1. Last Name Thomas		2. First Name Paul		3. M.I. R
4. Relationship to Business (Title) Member		5. Email [REDACTED]		6. Phone [REDACTED]
7. Home Address 29610 Elkhorn Pl				
8. City Tehachapi		9. State CA	10. Zip Code 93561	11. Date of Birth [REDACTED]
12. Drivers License/State ID Number [REDACTED]			13. Drivers License/State ID State of Issuance CA	

Part C: Address History

1. Do you currently reside in Wisconsin? ☐ Yes ☒ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?
 Years 50 Months 5

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address	City	State	Zip Code
Previous Address 1			
Previous Address 2			
Previous Address 3			
Previous Address 4			
Previous Address 5			

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
WI	Walworth	WI	Dunn	WI	Milwaukee	WI	Ozaukee
WI	Washington	WI	Waukesha	CA	Kern		

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

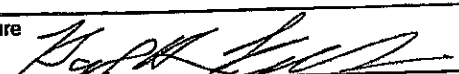
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date 05/15/2024
---	--------------------

Save

Print

Clear

Form

AB-101

Alcohol Beverage Appointment of Agent

Date

05/15/2024

OF

Agent Type (check one)☒ Original (no fee)☐ Successor (\$10 fee for municipal licensees only)**Part A: Business Information**

1. Legal Business Name (individual name if sole proprietor)

Barley Pop BrewHaus LLC

2. Business Trade Name or DBA

Barley Pop Pub & Restaurant

3. Entity Type (check one)

☒ Limited Liability Company☐ Corporation☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

☒ Municipal Retail License☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name

Kanzenbach

2. First Name

Jodi

3. M.I.

J

4. Email

5. Phone

6. Home Address

W4535 County Rd A

7. City

Fredonia

8. State

WI

9. Zip Code

53021

10. Age

44

11. Drivers License/State ID Number

12. Drivers License/State ID State of Issuance

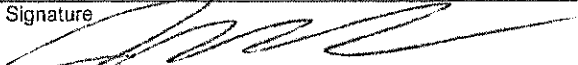
WI

Part C: Agent Questions1. Have you satisfied the responsible beverage server training requirement? ☒ Yes ☐ No
Submit proof of completion.2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire*? ☒ Yes ☐ No
Submit a completed Form AB-100 with this form.3. Have you been a Wisconsin resident for at least 90 continuous days? ☒ Yes ☐ No
See instructions for exceptions.

Continued →

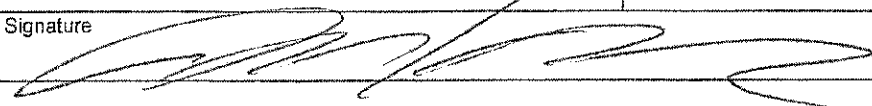
Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the Undersigned, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Kanzenbach		First Name Jodi	M.I. J
Title Agent	Email [REDACTED]	Phone [REDACTED]	
Signature 		Date 05/15/2024	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the Agent, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Kanzenbach		First Name Jodi	M.I. J
Signature 		Date 05/15/2024	

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 17, 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

STAFF RECOMMENDATION:

Adoption 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 VILLAGE BOARD

MEETING DATE: June 17, 2024

PLACEMENT: Resolution

ITEM TITLE: Resolution Declaring Official Intent to Reimburse Expenditures
from Proceeds of Borrowing

SUBMITTED BY: Matthew Uselding, Finance Director

SUMMARY EXPLANATION:

ATTACHMENT:

1. Reimbursement Resolution - Germantown Water Tower 3 FINAL (002)

STAFF RECOMMENDATION:

ACTION BY Committee:

RESOLUTION NO. 18-2024

A Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing

WHEREAS, the Village of Germantown, Washington County, Wisconsin (the “Municipality”) plans to undertake the Water Tower No. 3 Rehab Project (the “Project”); and

WHEREAS, the Municipality expects to finance the Project on a long-term basis by issuing tax-exempt bonds or promissory notes to the State of Wisconsin Safe Drinking Water Fund Program and State of Wisconsin Clean Water Funds (the “Bonds”); and

WHEREAS, because the Bonds will not be issued prior to December 2024, the Municipality must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the Municipality to advance monies from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown, Wisconsin that:

Section 1. Expenditure of Funds. The Municipality shall make expenditures as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Section 2. Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$ 1,130,000.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds, or are reasonably expected to be, reserved, allocated on long-term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the Village of Germantown Clerk’s Office within 30 days after its approval in compliance with applicable State Law governing the availability of records of official acts including Subchapter II of Chapter 19 and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval date.

Date Adopted: _____, 2024.

Dean Wolter
Village President

(SEAL)

ATTEST:

Donna Ott
Village Clerk

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 17, 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

STAFF RECOMMENDATION:

Staff requests tVillage 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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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.

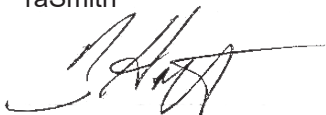
Project Approach

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

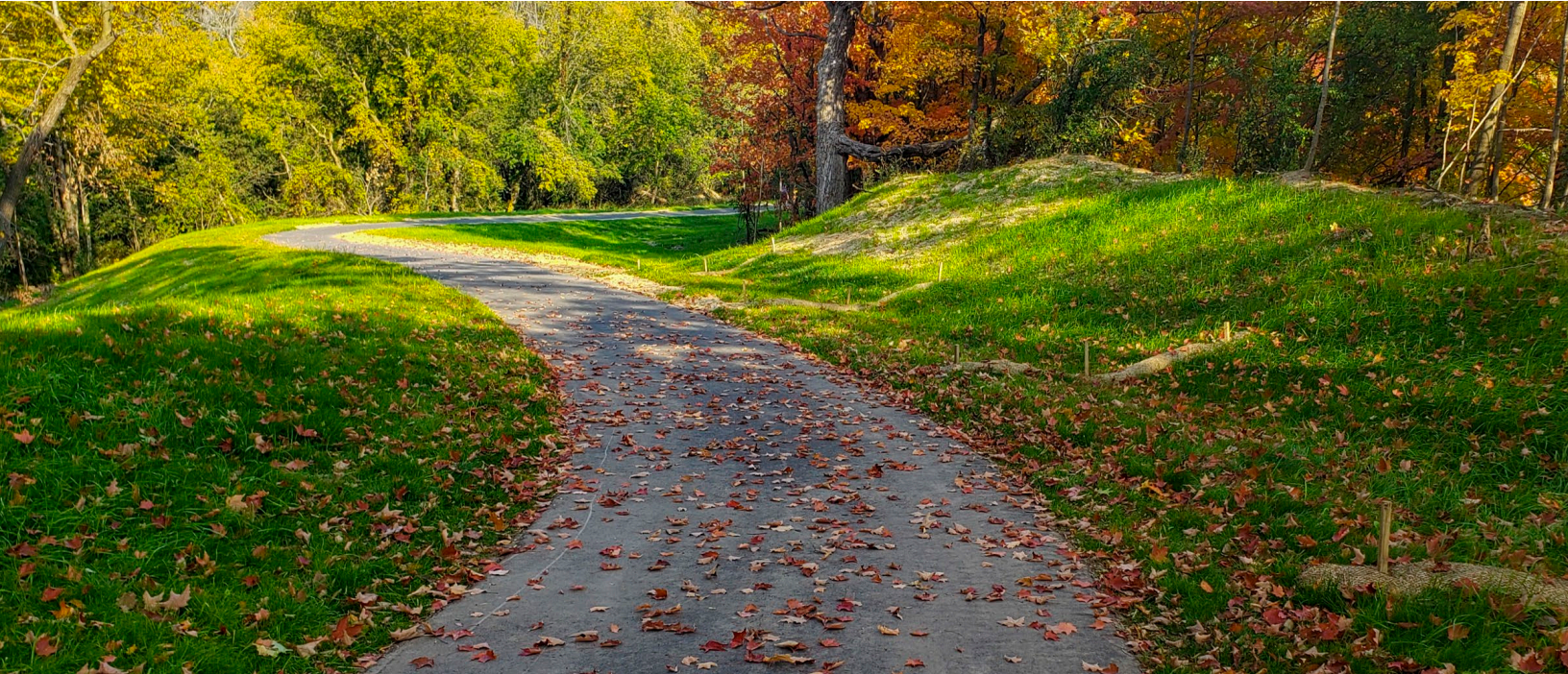


Troy Hartjes, P.E.
Senior Project Manager
(262) 317-3305
troy.hartjes@rasmith.com

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.

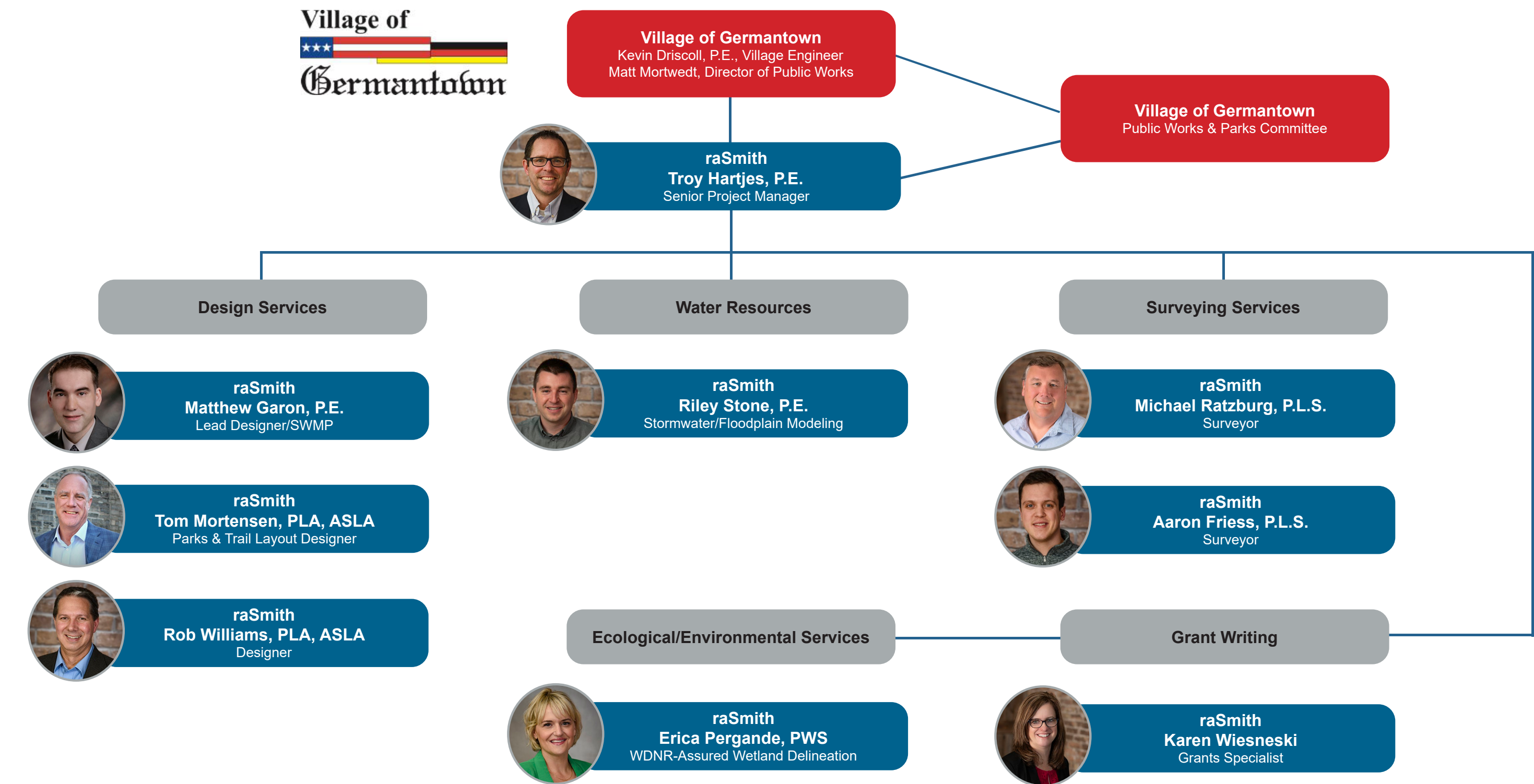
Why We Stand Out

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.

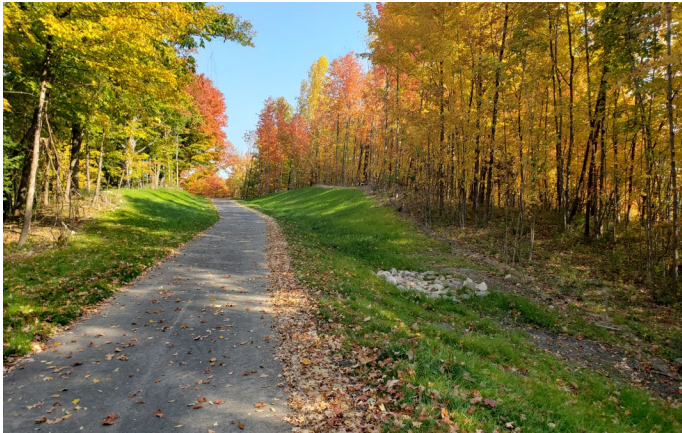
Glacial River Trail Extension, Jefferson County, WI

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

Village of Slinger

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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

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 17, 2024

PLACEMENT: Action Item

ITEM TITLE: Award of additional well testing services for Well 12 to CTW Well and Pumps for an amount not to exceed \$92,730.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

Additional testing of Well 12 production and water quality is needed following the initial testing, cleaning and sampling done several weeks ago. Initial testing identified three fractures that are producing different volumes of water and different water quality. The additional tests will determine what combination of fractures we want to draw water from and what treatments will be necessary for water quality. Ultimately, we are trying to determine the scope of additional well rehab services, whether to line off one or more of the fractures, and what, if any, modifications to the well house facility will be needed to ensure the smooth operation of the well.

The scope of services proposed by CTW has been vetted by contracted water scientists, Foth Engineering and the Village project team. It is phased in nature and will start with approval for phases 0 and 1. Depending on the results of those phases, the testing could conclude or proceed to additional phases. We are asking for authorization for all phases but will only release CTW for additional phases as the results of already released phases merits.

We are not asking for approval on the liner at this point. That work, if it is needed, will likely be incorporated into a change order with JH Hassinger for the Well 12 well house construction.

Well 12 well house construction is delayed as this additional testing occurs and due to the Operators Union strike. Tower 4 construction is delayed due to the Operators Union strike.

ATTACHMENT:

1. Well 12 Rehabilitation Well 12 Rehab Well 12 Next Steps - 6-11-2-24

STAFF RECOMMENDATION:

Award of additional well testing services for Well 12 to CTW Well and Pumps in an amount not to exceed \$92,497.

ACTION BY Committee:



Speed and Innovation is Our WaterMark

June 11, 2024+

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

RE: Well 12 Rehab Well 12 Next Steps- Revised II

Dear Ms Schnell,

Thank you for your request for additional estimation on well 12 rehabilitation. We have included generator and fuel rental in this proposal but have not included any sampling costs- WQI sampling would be billed direct to the City. Per your 6/4/2024 email, we are pleased to estimate the following:

Phase 0

- Mobilize equipment and personnel to site
- Install the air gun Shoot the well borehole using the air impulse process using multiple shots. Perform several passes over the water producing zones. Air impulse method shall consist of Airshock to remove mineral scale or biofouling and consist of 30 to 50 shots per 5-foot interval, chamber size and pressure shall be 5 to 100 cubic inch gun at 800 to 1500 psi. *This is only a flat rate-\$9,325- no hourly rate as this process would take about two hours to complete. Impulse gun energy would be directed in and around the fractures only to provide greatest impact to the aquifer .* Phase zero would be complete in conjunction with phase one.

Estimated Phase Zero Cost: \$9325

Phase 1

- Mobilize equipment and personnel to site
- Install 800gpm submersible pump, 6" column pipe and 21" inflatable packer at 270', install Solinst data loggers above and below packer
- Surge the lower aquifer for 12hrs
- Provide 24hr pump test of the lower aquifer, after 24hrs and the aquifer is stable, collect samples, send WQI samples, WQI billing direct to customer, stop the pump for 24hrs to surge the aquifer
- After 5-minute surge, send WQI samples, WQI billing direct to customer

Estimated Phase One Cost: \$23,787

Phase 2

- Deflate packer from Phase one, reset pump at 180' and repeat phase one requirements (after 24hrs and the aquifer is stable, collect samples, stop the pump for 24hrs to surge the aquifer After 5-minute surge, send WQI samples) WQI billing direct to customer for end of 24 hour samples and after surging samples.

Estimated Phase Two Cost: \$17,392

Phase 3

- Apply for DNR chemical and mechanical treatment of well 12
- After Pumping components are removed, perform chemical treatment of well:
- Mix approximately 300 gallons of 20-degree muriatic acid with 2,000 gallons of water. Add 40 gallons of New Well 310 (or equivalent), diluted in approximately 300 gallons of water, as an inhibitor to the water and acid mixture. Surge with test pump, surge block. Add acid as necessary

CTW Corporation

21500 W. Good Hope Road, Lannon, WI 53046

www.ctwcorporation.com (262) 253-6613 Branches: Baraboo, Eau Claire, and Green Bay

to keep pH between 3.5 and 5.0. Purge the acid from the well, neutralize and dispose.

- After the pH of the well exceeds 5.0, introduce 2,600 gallons of chlorine solution with a concentration of 2,000 ppm or higher. Surge the screened interval with a test pump, surge block or air gun for 6 to 8 hours. Allow the chlorine solution to sit in the well for at least 12 hours following surging.
- Reinstall test pump and purge the solution from the well. Dispose solution in accordance with state regulations.
- Complete test pump of the well at 800 gpm for 24 hrs and collect water sample at the end of test.
- All samples will be submitted to WQI, WQI billing direct to customer for samples

Estimated Phase Three Cost: \$24,834

Phase 4

- Mobilize equipment and personnel to site
- Install 800gpm submersible pump, 6" column pipe and 21" inflatable packer at 180', install Solinst data loggers above and below packer
- Provide 24hr pump test of the lower aquifer, after 24hrs, stop the pump for 24hrs to surge the aquifer
- After 5-minute surge, send WQI samples, WQI billing direct to customer for samples

Estimated Phase Four Cost: \$17,392

Phase 5

- Provide temporary packer hung in place to seal off upper aquifer, utilize compressed nitrogen to pressurize packer, location security by others. If power is available, we can utilize a temporary 115v power to maintain pressure on the packer.

Estimated Phase Five Cost: \$1000/month

Liner - For budgetary purposes only:

- Apply for DNR approval
- Provide 170' of 19" x .375" wall A53 casing with 20' centralizers and grout packers on the bottom of the casing
- Tremie inject 164 bags of neat cement grout in annulus. Utilize down hole camera while grouting to confirm grout seal.
- Provide 24 hr pump test at 800gpm while documenting drawdown/recovery and flow, after 24hrs collect VOC, SOC, IOC, Rads and Pfas per DNR approval

Estimated Liner Cost.....\$88,909

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

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

Respectfully,

Troy Simonar
CTW Corporation

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 17, 2024

PLACEMENT: Ordinance

ITEM TITLE: An Ordinance to Opt Out of the Extended Closing Hours for Alcohol Beverage Licensed Premises During the 2024 Republican National Convention

SUBMITTED BY: Brian Sajdak, Attorney

SUMMARY EXPLANATION:

Under current law, licensed premises serving alcohol beverages must be closed between 2 a.m. and 6 a.m. on Monday through Friday, and between 2:30 a.m. and 6:00 a.m. on Saturday and Sunday. As part of the preparations for the 2024 Republican National Convention (the "RNC") in Milwaukee, the legislature passed 2023 Wis. Act 73. Act 73 provides for extended hours for alcohol beverage licensed premises in southeast Wisconsin during the 2024 RNC, requiring licensed premises to be closed between 4 a.m. and 6 a.m. during the convention. Given that it is anticipated that the large number of attendees will need to find hotel/lodging in areas outside the City of Milwaukee, the Act defines "southeast Wisconsin" very broadly to include Kenosha, Racine, Walworth, Rock, Milwaukee, Waukesha, Jefferson, Dane, Ozaukee, Washington, Dodge, Columbia, Sheboygan, or Fond du Lac County counties.

Act 73 also authorizes any municipality to opt out of the extended closing hours by ordinance. In discussion with Chief Snow on the subject, between the limited number of hotels in the Village, he does not anticipate that there would be demand for the extended hours and is therefore opposed to allowing them. Accordingly, the proposed ordinance exercises the Village's right to opt out of the extended hours.

ATTACHMENT:

1. Ordinance Opting out of RNC extended closing hours

STAFF RECOMMENDATION:

A motion to approve the ordinance as presented.

ACTION BY Committee:

The Public Safety Committee recommended approval at its June 3, 2024 meeting.

ORDINANCE NO. _____-24

AN ORDINANCE TO OPT OUT OF THE EXTENDED CLOSING HOURS FOR
ALCOHOL BEVERAGE LICENSED PREMISES DURING THE 2024 REPUBLICAN
NATIONAL CONVENTION

WHEREAS, under current law, licensed premises serving alcohol beverages must be closed between 2 a.m. and 6 a.m. on Monday through Friday, and between 2:30 a.m. and 6:00 a.m. on Saturday and Sunday; and

WHEREAS, 2023 Wisconsin Act 73 provides for extended hours for alcohol beverage licensed premises in southeast Wisconsin during the 2024 Republican National Convention, requiring licensed premises to be closed between 4 a.m. and 6 a.m. during the convention; and

WHEREAS, Act 73 authorizes any municipality to opt out of the extended closing hours by ordinance; and

WHEREAS, the Village Board having considered such extended hours of closing times and having determined that in the interest of the public health, safety and welfare, such extended hours should not be permitted;

NOW, THEREFORE, the Village Board of the Village of Germantown, Wisconsin, do ordain as follows:

SECTION I

The Village of Germantown, pursuant to Subsections 64c.(4)(b)3., (c)3. and (d)3. of 2023 Wisconsin Act 73, respectively, hereby opts out of the extended closing hours for the specified alcohol beverage licensed premises as set forth in Subsections 64c.(4)(b)1., (c)1. and (d)1. of 2023 Wisconsin Act 73, respectively, so the currently in effect closing times set forth in the Wisconsin Statutes shall continue to remain in effect for the days related to the Republican National Convention to be held in the City of Milwaukee, Wisconsin.

SECTION II

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

All ordinances or parts of ordinances contravening the terms of this ordinance are hereby to that extent repealed.

SECTION IV

This ordinance shall take effect and be in full force upon its passage and the day after its publication.

Introduced by _____ on June 17, 2024.

Adopted: June 17, 2024 Vote: Ayes: Nays: Absent:

Dean Wolter, Village President

ATTEST:

Donna Ott, Village Clerk

Approved as to form:

Brian C. Sajdak, Village Attorney

Published:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 17, 2024

PLACEMENT: Action Item

ITEM TITLE: Approve bid award for the 2024 Annual Road Program (Maple Road - LRIP Project) to Stark Paving Corp. of Milwaukee, Wisconsin in the amount of \$417,893.50

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

In May 2024, the Wisconsin Department of Transportation awarded the Village 50% grant funding from the Local Road Improvement Program (LRIP) in the amount of \$232,500. The 2024 Annual Road Program (Maple Road - LRIP Project) was advertised for bids in May and bids were read on June 13, 2024. Three (3) bidders responded to the advertisement all with qualified and accepted bids:

- Stark: \$417,893.50
- Wolf: \$456,044.00
- Payne and Dolan: \$514,505.00

The total 2024 Road Program budget is \$1,500,000. On March 18, 2024, the Village Board approved the award of contract to Wolf in the amount of \$1,274,082 to complete various projects for the 2024 Annual Road Program. The remaining budget was \$225,918. With the 50% grant from WisDOT, the estimated amount owed by the Village is \$208,946.75.

As part of the 2024 Annual Road Program (Maple Road - LRIP Project), staff requests that a 10% contingency be added. 50% of the total project cost is eligible for reimbursement by WisDOT, up to \$232,500.

ATTACHMENT:

STAFF RECOMMENDATION:

Approve award of the bid to Stark Paving Corp. of Milwaukee, Wisconsin in the amount of \$417,893.50.

ACTION BY Committee:

None.