

MEETING: REGULAR MEETING OF THE VILLAGE BOARD
DATE & TIME: Monday, February 17, 2025 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. **APPOINTMENTS OF BOARD, COMMITTEE, OR COMMISSION MEMBERS:**
 - A. Ethics Board
- VI. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST**
COMMITTEE AND DEPARTMENT REPORTS:
- VII. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*
- VIII. **CONSENT AGENDA:**
 - A. Minutes: February 3, 2025
 - B. Purchase a replacement all in one gate valve turner/Power Vac from Envirotech Equipment in the amount not to exceed \$89,595.00.
 - C. Approval of center and edge-line striping services with Washington County for approximately \$65,000.
 - D. Authorization of a blanket purchase order to Enercon for material processing at the Residential Yard Waste Facility in an amount not to exceed \$30,400.00.
 - E. Adoption of a Revised Sanitary Sewer Service Area.
 - F. Award of the library access control project to O&W Communications for an amount not to exceed \$64,640.00.
 - G. Award of the Village Hall fire alarm system upgrade project to O&W Communications for an amount not to exceed \$29,055.00.

- H. Award of the Goldendale Booster Station security system installation to O&W Communications for \$23,255.00.

IX. UNFINISHED BUSINESS:

X. PUBLIC HEARINGS:

XI. NEW BUSINESS:

- A. Award of a professional services agreement with various consultants to perform culvert and stormwater design as part of the Division Road, 2025 Road Program, and ARIP projects.
- B. An ordinance to create Municipal Code Section 1.331 regarding a Tree Advisory Board and Amend Section 1.215 related to Village Forester Duties.
- C. An Ordinance to Amend Section 1.064 of the Germantown Municipal Code Related to the Membership of and Vote Required for Actions Taken By the Ethics Board
- D. Strategy Concerning Acquisition of Properties Located Generally at the Southeast Corner of Mequon and Pilgrim Road in the Village's Village Center District. The Village Board may convene into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.
- E. Place Revenue from the 2024 Public Safety Referendum in a Restricted Fund to Be Used Only for Police and Fire Expenses.
- F. OneEnergy Development, LLC, Agent for Wayne Lutynski, Property Owner. Certified Survey Map (CSM) to combine existing parcels into one (1) lot. Property located at approximately N132W18100 Rockfield Road. The Village Board may convene into closed session pursuant to Wis. Stat. § 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, and then may reconvene in open session to take such action as it deems necessary.

XII. ADJOURNMENT:

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

Notice is given that a majority of the Economic Development Committee, Utility Advisory Committee, Tourism Commission, and/or Senior Advisory Committee may attend this meeting to gather information about an item over which they have decision-making responsibility. This may constitute a meeting of these bodies per State ex rel. Badke v Greendale Village Board, even though these bodies will not take formal action at this meeting.

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD
DATE AND TIME:	Monday, February 3, 2025 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 Attorney Brian Sajdak called the Village Board meeting to order at 7:01 PM.

Motion: Appoint Trustee Baum as Chairperson Pro Tem

Motioned By: Trustee Kaminski

Seconded By: Trustee Warren

Yes: Trustee Baum, Trustee Kaminski, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Cutts

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 6, No 0, Abstained 0)

II. **ROLL CALL:**

Present: Trustee David Baum, Trustee Terri Kaminski, Trustee Rick Miller (Arrived at 7:04 PM), Trustee Robert Warren, Trustee Jolene Pieper, Trustee Jan Miller, Trustee Meg Cutts

Excused: President Dean Wolter

Also Present: Village Attorney Brian Sajdak, Village Administrator Steve Kreklow, Finance Director Matthew Uselding, Associate Planner Jordan Yanke, Village Clerk Donna Ott

III. **PLEDGE OF ALLEGIANCE:**

IV. **PRESIDENT'S REPORT:**

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

Trustees announced dates and times of upcoming meetings and/or events.

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

Lynne Bednarz (W156N10121 Pawnee Ct) spoke regarding the budget and village procedures.

Melanie Smythe (N140W17938 Cedar Ln) spoke regarding the siren system, Municode access on the website, and Village Center.

Bob Soderberg (W144N9723 Elmwood Dr) spoke regarding the siren system.

Scott Hefle (W159N10514 Old Farm Rd) spoke regarding Sterling Pharma, water utilities, and free speech.

Sarah Larson (W159N9737 Butternut Rd) spoke regarding Tyler Munis software, Administrator goals, and Village Center.

VII. CONSENT AGENDA:

Motion: Approve as presented

Motioned By: Trustee Pieper

Seconded By: Trustee Rick Miller

Request: Pull Item A and Item D for discussion

Requested By: Trustee Jan Miller

Revised Motion: Approve Item B and Item C as presented

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

No: None

Abstain: None

Revised Motion Carried by Roll Call Vote (Yes 7, No 0, Abstained 0)

Motion: For Consent Agenda Item A, add details to Item B (page 4) of the January 20, 2025, minutes before posting

Motioned By: Trustee Jan Miller

Seconded By: Trustee Kaminski

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

No: None

Abstain: None

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

Motion: For Consent Agenda Item D, correct the event times to 5:00pm-12:00am on May 16, 2025; 11:00am-12:00am on May 17, 2025; and 12:00pm-8:00pm on May 18, 2025

Motioned By: Trustee Jan Miller

Seconded By: Trustee Cutts

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

No: None

Abstain: None

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

- A. Minutes: January 20, 2025
- B. Annual Insurance Liability Contract
- C. Application for Appointment of Successor Agent: Kwik Trip #631, W188N10963 Maple Rd; Agent for Consideration: Tristain Sparks
- D. Application for Temporary Class "B" Beer and "Class B" Wine Retailer's License - Deutschstadt Heritage Foundation's *Maifest* on 05/16/25-05/18/25 at Firemen's Park

VIII. UNFINISHED BUSINESS:

- A. Inadvertent application of summer sewer service credit to 4th quarter 2024 sewer bills

Motion: Accept the Utility Advisory Commission's recommendation and create and send a second bill as soon as possible

Motioned By: Trustee Kaminski

Seconded By: Trustee Rick Miller

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

No: None

Abstain: None

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

IX. PUBLIC HEARINGS:

X. NEW BUSINESS:

- A. Blair and HeLayne Burkette, and Terrance and Kristie Kurtenbach, Property Owners, are requesting approval of a Certified Survey Map (CSM) to transfer 5.02 acres of land between two (2) existing parcels. Properties are located at W148 N13372 Pleasant View Drive and approximately W148 N13310 Pleasant View Drive in the Rural Preservation District.

Motion: Approve as presented

Motioned By: Trustee Rick Miller

Seconded By: Trustee Warren

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

No: None

Abstain: None

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

- B. Budget Amendment for Cyber Grant Received

Motion: Approve as presented

Motioned By: Trustee Rick Miller

Seconded By: Trustee Cutts

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

No: None

Abstain: None

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

Motion: Enter into Closed Session for New Business Item C with the Village Administrator, Village Attorney, and Interim Police Chief in attendance

Motioned By: Trustee Pieper

Seconded By: Trustee Jan Miller

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

No: None

Abstain: None

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

Motion: Enter into Closed Session for New Business Item D with the Village Administrator and Village Attorney in attendance

Motioned By: Trustee Pieper

Seconded By: Trustee Warren

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

No: None

Abstain: None

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

Motion: Enter into Closed Session for New Business Item E with the Village Administrator in attendance

Motioned By: Trustee Pieper

Seconded By: Trustee Warren

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

No: None

Abstain: None

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

- C. Police Union Contract and Negotiations. The Village Board may convene into Closed Session pursuant to Wis. Statute § 19.85(1)(e) for the purpose of deliberating or negotiating when competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.
- D. Firefighters Union Contract and Negotiations. The Village Board may convene into Closed Session pursuant to Wis. Statute § 19.85(1)(e) for the purpose of deliberating or negotiating when competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.
- E. Administrator Setting 2025 Performance Goals. The Village Board May Enter into Closed Session per Wis Stat § 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and then may reconvene into open session to take such action as it deems appropriate.

XI. ADJOURNMENT:

The Village Board did not take any action or return to Open Session.

Chairperson Pro Tem Baum adjourned the Village Board meeting at 8:46 PM.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: February 17, 2025

PLACEMENT: Action Item

ITEM TITLE: Purchase a replacement all in one gate valve turner/Power Vac from Envirotech Equipment in the amount not to exceed \$89,595.00.

SUBMITTED BY: Paul Haugen, Water Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization to purchase a replacement, trailer mounted gas-powered gate valve turner with vacuum collection. Our existing unit is over 15 years old and is at the end of service its life. This is a specialized tool with little competition.

Three companies were looked at:

1. Pacific Tek from Phoenix Arizona, a manufacture of valve turners and vacuum equipment but not built into a trailer mount or as a combination with a vac and trailer.
2. Incline-Vac Utility Excavator, from Industrial Systems, Inc. Chickamauga, Georgia. Quote attached. \$93,322.00

3. Envirotech Equipment 19750 W. Edgewood Drive Lannon WI 53046 \$89,595.00

ATTACHMENT:

1. QUOTE Model 350 Incline-Vac Valve Exerciser Germantown WI_ (003)
2. Standard LX Valve Maintenance Trailer Datasheet
3. Wachs LX Trailer Gas Powered

STAFF RECOMMENDATION:

Staff recommends authorizing water utility staff to purchase the Standard LX VMT Valve Maintenance Trailer by Wachs Utility Products from Envirotech Equipment in the amount not to exceed \$89,595.00.

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.

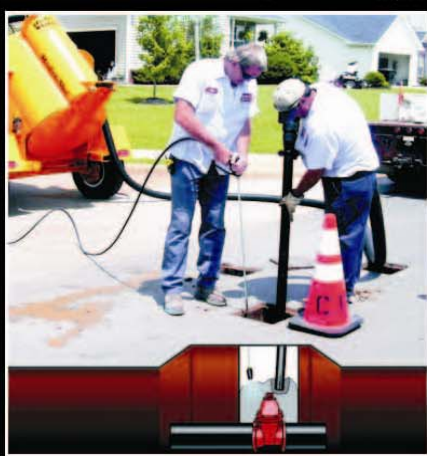
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WWW.INCLINE-VAC.COM

Incline-Vac

UTILITY

Excavator



**Jetter • Hydraulic Tools • Air Tools • Electric Tools
Welder • Powered Boom • Remote Control**

**CLEAN VALVE
AND METER BOXES**

423.413.7823

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UTILITY

Excavator

Patented



Lynn A. Buckner
423.413.7823

U.S. Patent # 7,644,523 & 7,604,023 &
7,503,134 & 6,988,568 & 6,453,584
Pending App. # 61/277,201 & 12/592,142 &
12/653,871 & 11/809,957 & 12/584,441
& 10/810,908 & 10/624,868



Experience the Incline-Vac ! An efficient, user friendly design with a simple clean appearance; which is a sign that attention to detail and craftsmanship is a major priority.

The Incline-Vac design places a high priority on insuring that an operator has easy access to all features, controls and tools. The Incline-Vac has a tool for each job and has a user-friendly place for each tool.

For example:

- ✓ The Incline-Vac has a compact design with its weight concentrated over the axle. The vacuum tank and water tank are both inclined to reduce the surface area of the stored liquids. This feature reduces slosh during travel. In short, the Incline-Vac is compact, safer, more stable and easy to transport to and from a worksite.
- ✓ A transporting vehicle or trailer can be smaller because of compactness of the Incline-Vac, which makes access to a work area easier.
- ✓ The self cleaning vacuum air filters are mounted on an incline slope and are vibrated to remove dirt.
- ✓ The remote controlled, powered access door allows the vacuum tank and the filter housing to simultaneously empty by gravity. With the vacuum container door open the operator has easy access for washing the air filters and vacuum tank.
- ✓ The Incline-Vac features a non-clogging vacuum wand specially designed to avoid rock or debris clogging of the vacuum hose. It also features an ultra high velocity suction nozzle.
- ✓ The fast digging, custom designed rotary pulse hydro-excavator system makes pot holing and valve box cleaning faster and easier.



See our **Video** at: Incline-Vac.com





Industrial Systems, Inc

P. O. Box 609

Chickamauga, Ga. 30707

Email lynn@incline-vac.com

Mobile: 423-413-7823

incline-vac.com

PROPOSAL- CONTRACT

DATE: 9-Jan-25

QUOTE # 350IV

SHEET 1 OF 3

TO:

Germantown Water Utility
W130N10200 Town 9 PKWY
Germantown, WI 53022

See our **Video** at Incline-Vac.com

ATTENTION:

Paul Haugen 262-253-8254
phaugen@germantownwi.gov

YOUR INQUIRY:

Model 350 Incline-Vac
Quotation good for 30 days

PRICES:

(f.o.b. Flintstone, Ga.)

TERMS:

35% Down with purchase order
Balance to ship

SHIPPING SCHEDULE :

Four to twelve weeks after receipt of your written
purchase order and down payment.





SPECIFICATION SHEET

incline-vac.com

423-413-7823

U.S. Patent # 7,644,523 & 7,604,023 &
7,503,134 & 6,988,568 & 6,453,584
Pending App. # 61/277,201 & 12/592,142 &
12/653,871 & 11/809,957 & 12/584,441
& 10/810,908 & 10/624,868

Germantown Water Utility
W130N10200 Town 9 PKWY
Germantown, WI 53022

DATE: 9-Jun-25

QUOTE # 350IV

SHEET 2 OF 3

ITEM	SPECIFICATIONS	UNIT PRICE	TOTAL COST
1	<u>Model 350 Incline-Vac to include:</u> 37 Hp Kohler air cooled gas engine with 12 volt electric start. The Kohler engine is positioned so that its drive shaft is positioned directly between the water pump and vacuum blower so that the belt drive force is counter balanced left to right between the water pump and the vacuum blower. A 300 gallon vacuum tank positioned at a fixed 45 degree angle (not requiring a tilt to dump mechanism). The vacuum tank is welded directly to and above the 250 gallon water storage tank. This arrangement places the vacuum tank and the water tank directly over the center of the trailer axle; thus providing increased trailer towing safety. The sloped vacuum tank and sloped water tank also reduces slosh during highway travel because of the reduced surface area of the liquid, thus improving safety while towing. A .1875" thick UHMW coating is positioned on the inside bottom of the vacuum tank for protection of the vacuum tank and two rotary pulse wash down turbo nozzles are positioned inside the vacuum tank for the purpose of assisting in the process of removing and washing dirt from inside of the vacuum tank. The vacuum tank unloading door is powered and remote operated (not requiring an operator to manually unlock or manually open the access door). and includes a mud removal drag bar for the purpose of assisting in the unloading of dirt from within the vacuum tank and a 3" drain valve is positioned on the vacuum tank door for the purpose of removing liquid from the vacuum tank without having to open the vacuum tank door. A 6" stainless steel ball float system is used to insure positive shutoff of the vacuum when the vacuum tank is full. A 500 cfm @ 16" Hg - belt drive - positive displacement rotary lobe - wet / dry - vacuum / blower, 12VDC belt drive clutch for powering the Vacuum Blower and an on/off switch on the curb side control panel and an exit muffler positioned below the blower for the purpose of reducing noise and for directing the residual sound in the direction of the ground below the trailer. Control switches are on the curb side and include an hour meter, water pressure gauge, anti-freeze selector valve, water tank fill with a 3" air gap and a 1.5" water fill valve and supply line, switches for water pump on/off, hydraulics on/off, vac door open/close, work lights on/off. The strobe light turn on when engine switch is on. 81 sq. ft. of .5 micron wet/dry vacuum filtration with a vibrating self-cleaning design. Opening the vacuum tank door will also open access for the filters to be easily washed each time the vacuum tank is opened for unloading debris from the vacuum tank. 30 ft. of 3" vacuum hose connected to a 4" vacuum tank inlet to reduce hose clogging at the vac tank attachment. The vacuum inlet is positioned so as to load the rear of the vac tank first. A 250 gallon water tank positioned so as to have a fixed 45 degree angle under the vacuum tank, thus concentrating the weight over the trailer axles. The sloped water tank reduces slosh during highway travel because of the reduced surface area of the liquid, thus improving safety while towing. The water tank includes a low level water switch, a 3" valved water fill, a 1.5" water fill supply line with a 3" air gap, a 1.5" valved drain and a ¾" spigot for hand washing and a water level sight tube. A 5 gpm at 3,000 psi, belt driven, clutch operated, tri-plex water pump having a low water level switch positioned in the water tank which will disengage the clutch under a condition of low water level. A water hose reel with a locking mechanism and 50 feet of 3/8" 4,000 psi hose. A 5' long water wand with a 5 GPM rotary pulse turbo digging nozzle and 3' long water wand with a wash down nozzle. A 5' long x 3" dia. non-conductive vacuum wand with an anti-clogging ultra-high velocity suction end designed so as not to stop inlet flow to the vacuum hose while stopping flow to the entry end of the vacuum wand. This design substantially reduces rocks from clogging the vacuum hose. A 7,000 lb. GVWR rated trailer with a single 7,000lb. torsion axle, 8 lug 16" wheels with 235/75R16 tires, 12V electric brakes, 2 5/16" ball hitch, and Bulldog Jack Stand with a 15" lift and a drop leg jack An aluminum tool box 36"W x 20"D x 17"H Two halogen work lights and a strobe light are positioned above the vacuum tanks for the purpose of providing night lights to both front and rear of the work area. All lights are DOT compliant The vacuum trailer assembly has a baked on powder coat paint		\$59,962.00
2	Add a 12VDC Clutch to the Vacuum Blower for easy ON-OFF control		\$964.00



SPECIFICATION SHEET

incline-vac.com

423-413-7823



U.S. Patent # 7,644,523 & 7,604,023 &
7,503,134 & 6,988,568 & 6,453,584
Pending App. # 61/277,201 & 12/592,142 &
12/653,871 & 11/809,957 & 12/584,441
& 10/810,908 & 10/624,868

DATE: 9-Jan-25

QUOTE # IN Options

SHEET 3 OF 3
Germantown Water Utility
W130N10200 Town 9 PKWY
Germantown, WI 53022

ITEM	SPECIFICATIONS	UNIT PRICE	TOTAL COST
6	Add a Hydraulic Hose Reel with 30 ft. of hydraulic hose and quick connects		\$2,940.00
7	Add a 70 lb class Hydraulic Driven Jack hammer with a user friendly jack hammer stand; 1- 1.125 x 14 Chisel;		\$3,986.00
8	Add a 300gpm submersible water pump with a user friendly mounting stand Hyd. Driven submersible pump, S.S. vortex impeller, Handles 2.5" solids, 300gpm		\$3,884.00
9	ADD a Arrow light board with controller		\$1,986.00
10	Add a fire hydrant tester with diffuser, hoses, psi gauge and De-Chlorinator		\$3,240.00
11	Add a powered remote control system for the water ON-OFF, vacuum ON-OFF Hydraulics ON-OFF, Boom arm UP-DOWN, IN-OUT		\$2,868.00
12	Add a powered jetter hose reel with 250 ft. Of .5" jetter hose		\$3,888.00
13	Add a Vacuum hose reel with 100 feet of 3" vacuum hose		\$3,960.00
14	Add a Boom arm Hydro- Vacuum excavation system		\$2,950.00
15	Add an articulated boom arm man hole cover lifting & removal tool		\$1,985.00
16	ADD a Hot water boiler system. Diesel powered, 5 gallon / min. at 3,500 PSI		\$6,880.00

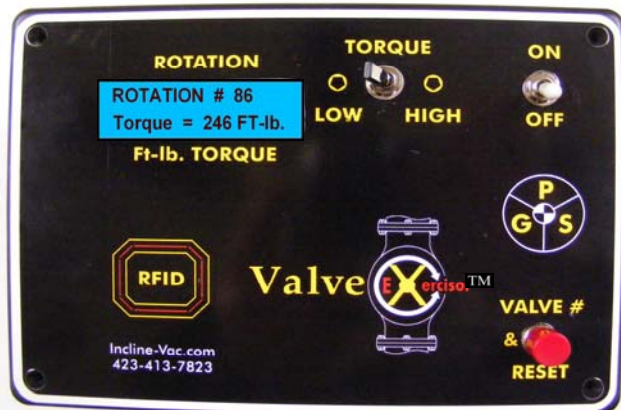


Incline-VacTM

UTILITY Excavator

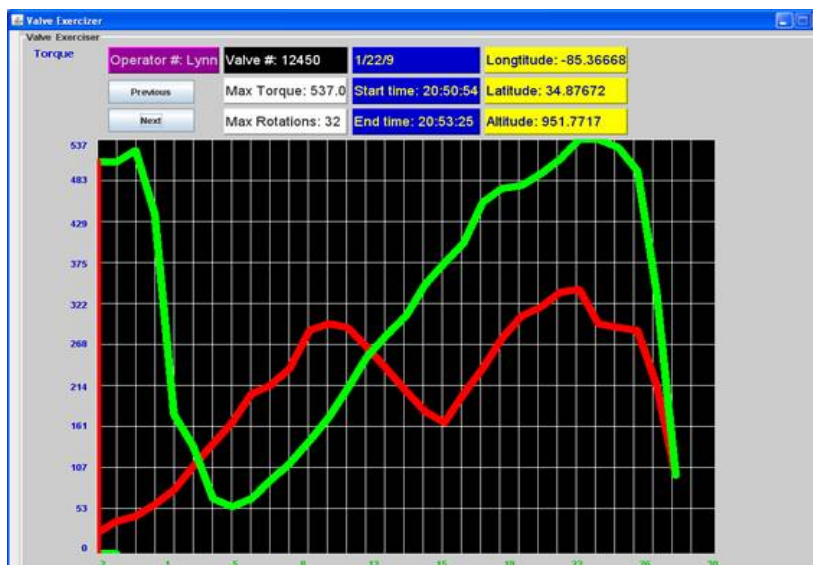
Lynn A. Buckner
423.413.7823

Patented



U.S. Patent # 7,644,523 & 7,604,023 &
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12/653,871 & 11/809,957 & 12/584,441
& 10/810,908 & 10/624,868

See our Video at: Incline-Vac.com



Incline-Vac

UTILITY

Excavator

Patented



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12/653,871 & 11/809,957 & 12/584,441
& 10/810,908 & 10/624,868



Valve Exerciser-Vac

See our **Video** at: Incline-Vac.com

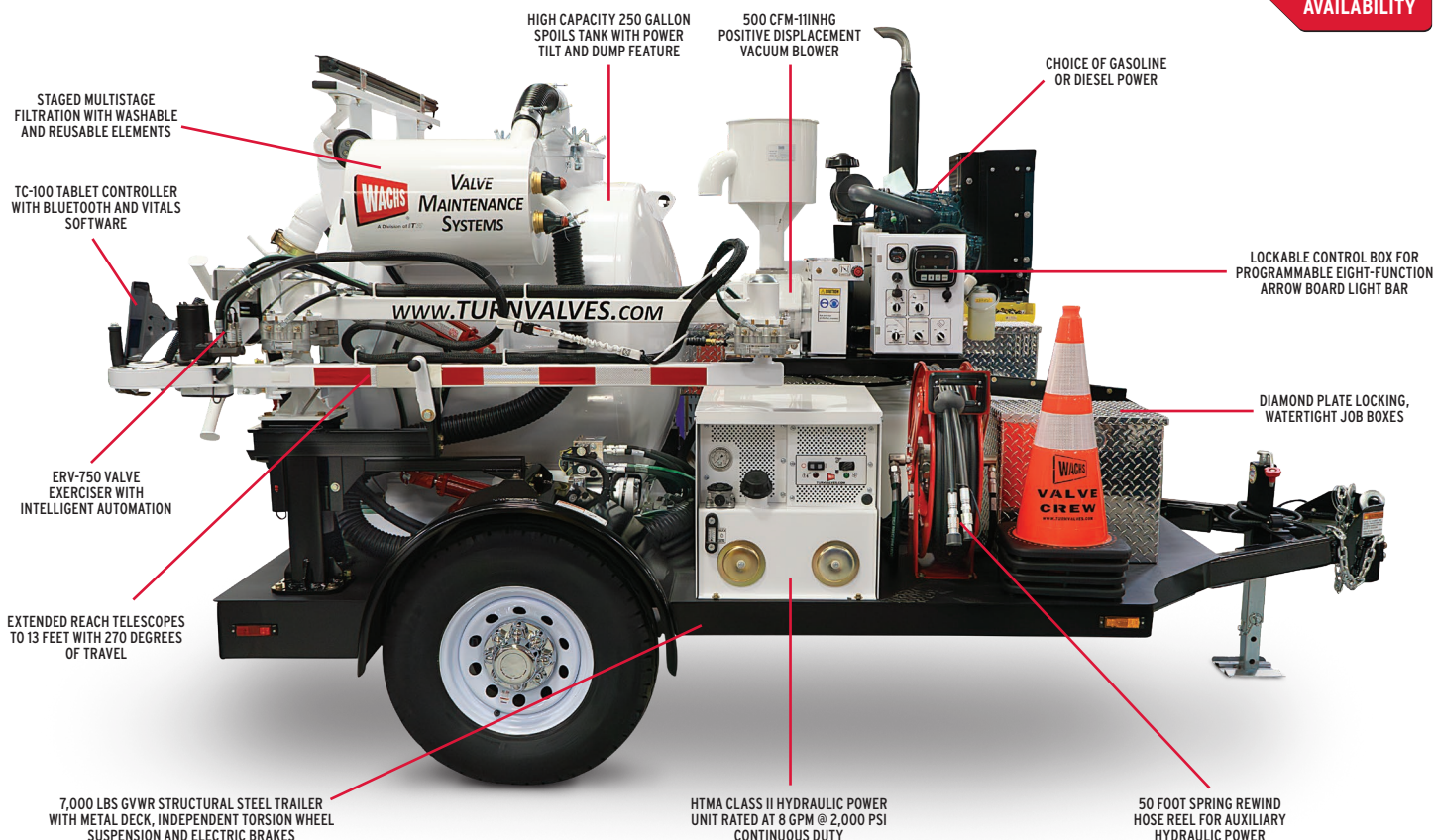
The Incline-Vac with its options can:

- Clean a valve box or meter box by using its hydro-vacuum excavation system;
- Excavate, replace or reset a damaged valve box or meter box;
- Remove asphalt or concrete from above and around a valve box using the hydraulic jack hammer or concrete saw;
- Exercise 4" - 60" utility valves using the hydraulic driven valve exerciser torque wrench;
- A remote controlled, articulated, powered boom with 13 feet of reach is used to position the valve exerciser torque wrench on to the utility valve;
- For those hard to reach places on the other side of the fence or ditch; The hydraulic powered torque wrench can reach and exercise valves up to 40 feet from the Incline-Vac;
- The Valve exerciser will count the number of rotations with an accuracy of 1 tenth of a rotation and measure the torque required for each tenth of a rotation while opening and closing the utility valve;
- The Valve-X™ Electronic data gathering system is a fully automated data gathering and storage system, which only requires the operator to log in with an RFID tag and punch in an identifying number for the valve that is being exercised.
- The Valve-X™ Electronic data gathering system uses the RFID tag to identify who the operator is and start the data gathering function. The GPS documents the date, starting time, latitude, longitude, elevation, & valve exercising completion time; sensors log the torque and count the rotations with an accuracy of 1 tenth of a revolution. The GPS accuracy is about 1 meter, which verifies which valve is being exercised. All data is stored on a thumb drive. At the end of each day's work the thumb drive can be used for transferring the valve exercising data to a centralized GIS utility mapping system.
- Safely Hydro-Vacuum excavate a defective valve for replacement;
- Vacuum excavate to locate a buried utility;
- Safely excavate a utility line to do repairs or make a tie in;
- Use the 300 GPM hydraulic driven submersible pump to remove large volumes of water from a pit or meter box;
- Exercise a fire hydrant and use the onboard fire hydrant diffuser to flush and test fire hydrants and de-chlorinate the water.



Complete, Portable, Self-Contained Valve Maintenance System

**RENTAL
AVAILABILITY**



**TRUE
HANDS-FREE
VALVE EXERCISING**



**FULLY
ENGINEERED
VALVE MAINTENANCE
SYSTEM**



**UNMATCHED
FUNCTIONALITY &
STORAGE**



Wachs Standard LX VMT trailer is the industry standard for a self-contained, portable system that includes all the tools needed for municipalities and water organizations to complete a valve maintenance program.

The Standard LX trailer comes equipped with our industry-leading ERV-750 extended reach valve exerciser, plus the TC-100 wireless handheld tablet controller/datalogger with GPS and VITALS®. Wachs VITALS software eliminates misdirection and over-torquing of valves, allowing you to set torque limits and record infrastructure details including

location, valve-operating direction, torque applied and more.

Other standard equipment includes a powerful 500CFM-11 inHg vacuum, with a 250 gallon spoils tank that features a hydraulic slide, tilt & dump and power latching rear discharge door. Configured with large, watertight and lockable diamond plate storage boxes, it includes the Valve Box Buddy portable vault cover magnetic lifting tool, making it more versatile than ever. For those preferring a truck mounted system the Standard LX is also available as a VMS valve maintenance skid.



Standard LX comes complete with TC-100 tablet controller with VITALS® software preloaded

Trailer:	7000 lb. (3175 Kg) GVWR single axle trailer, frame structural steel with metal deck, torsion wheel suspension, electric brakes, LED lighting, Pintle hitch w/ safety chains
Gasoline Engine:	27 HP Kohler Command Pro, electronic ignition, v-twin 4 stroke, air cooled
Diesel Engine:	26 HP Kubota Tier 4 compliant, 1.1 liter 4 stroke I-3 liquid cooled IDI
Fuel Tank:	10 gallon (38 liter) DOT approved aluminum tank, formed end caps, fuel gauge
Valve Exerciser:	ERV-750 extended reach, 750 ft-lb articulating arm valve exerciser
Controller:	TC-100 tablet controller and datalogger with VITALS software & Bluetooth
Vacuum:	500 CFM-11 inHg positive displacement vacuum blower
Spoils Tank:	250 gallon (946 liter) tank with hydraulic powered slide, tilt, dump feature
Spoils Handling:	Heavy duty 20 foot x 3 inch diameter flex hose with 3 steel suction wands
Washer System:	High pressure system with 95 gallon (360 liter) fresh water tank
Washer Reel:	50 foot (15.2M) retractable washer hose reel with short and long wands
Washer Pump:	Clutch operated, dual belt drive, 2.5 GPM @ 3,000 PSI
Hydraulic Power Unit:	HTMA Class II circuit, fan cooled heat exchanger, 8 GPM @ 2000 PSI
Hydraulic System:	10 gallon (38 liter) hydraulic reservoir, 50 foot (15.2M) hydraulic hose reel
Light Package:	LED spotlights and programable arrow board with locking control panel
Job Boxes:	Heavy duty, locking, watertight diamond plate aluminum, with gas springs
Cover Lifter:	Valve Box Buddy lifter for removal of cast iron or steel valve box covers



Expanded storage with locking diamond plate watertight job boxes for added security



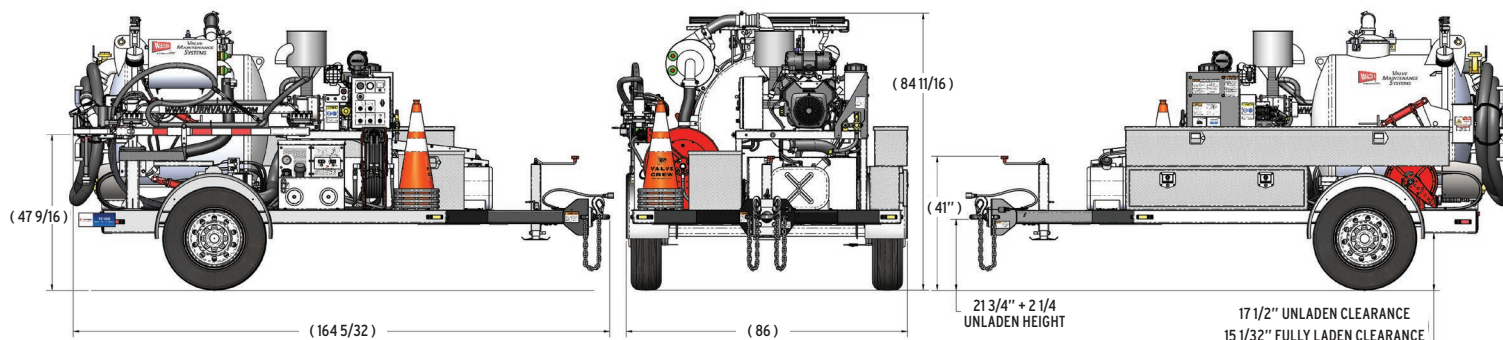
ERV-750 uses unique disk brake system for rigidity, and hydraulic sensors for true hands-free operation



All major systems and operating controls are located curbside for operator safety

OPTIONAL EQUIPMENT

- Additional telescoping valve keys and extensions
- 45 lb. hydraulic breaker and attachments
- Trimble R2 GNSS receiver, with centimeter accuracy
- Valve Nut Rx replacement valve nut kit
- Hydraulic powered dewatering pumps
- Diamond Wire Guillotine pipe saw





Quote No. 121124-2A

19750 W. Edgewood Drive
Lannon WI 53046
Phone # 800-381-9134

Quotation

Customer

Germantown Water Utility
Attn: Paul Haugen
N112 W17001 Mequon Rd
Germantown, WI 53022

Date: 12/11/2024

Terms: Net 30

Delivery 4 Weeks

FOB Lannon, WI

Item	Qty	Description	Unit Price	Total
.	1	Standard LX (GASOLINE) – VMT (RH): Single turner valve maintenance trailer Includes: Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities Telescoping valve key and Wachs Ruggedized TC-100 with Ruggedized controller/datalogger A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine Auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum Spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system 3 gallon (11.4 L) RV anti-freeze tank 95 gallon (360 L) water tank Including 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns	89,350.00	89,350.00

***Providing Customer Satisfaction
Through Trusted Partnerships***

Subtotal

Sales Tax ()

Total

Note: Any and all shipping and sales tax will be added to this invoice.



Quote No. 121124-2A

19750 W. Edgewood Drive
Lannon WI 53046
Phone # 800-381-9134

Quotation

Customer

Germantown Water Utility
Attn: Paul Haugen
N112 W17001 Mequon Rd
Germantown, WI 53022

Date: 12/11/2024

Terms: Net 30

Delivery 4 Weeks

FOB Lannon, WI

Item	Qty	Description	Unit Price	Total
		The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser, Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box, and Pintle Hitch		
		Option:		
	1	Add On Extension - 36" Extends the Telescoping Key to Reach All Valves	245.00	245.00
		Note: Includes Delivery and Training		

*Providing Customer Satisfaction
Through Trusted Partnerships*

Subtotal	\$89,595.00
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Sales Tax ()	\$0.00
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Total	\$89,595.00
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Note: Any and all shipping and sales tax will be added to this invoice.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: February 17, 2025

PLACEMENT: Action Item

ITEM TITLE: Approval of center and edge-line striping services with Washington County for approximately \$65,000.

SUBMITTED BY: Scott Anderson, Superintendent

SUMMARY EXPLANATION:

Annually the Village performs center and edge-line striping on main throughfares. This service has been provided by Washington County because the Village does not own the equipment necessary to complete the task. This season the cost from Washington County is estimated to be \$1300.00 per mile of painting. This year we intend to paint approximately 50 miles of roadway for an approximate cost of \$65,000.

ATTACHMENT:

1. CENTERLINE PROGRAM UPDATE 08
2. County Striping Map 7-22-2024 (1) (2)

STAFF RECOMMENDATION:

Approval center and edge-line striping with Washington County for approximately \$65,000.

ACTION BY Committee:

CENTER/EDGE LINE
2004

[illegible]

CENTER/EDGE LINE
2004

CENTERLINE/EDGELINE
2004

[illegible]

CENTERLINE/EDGE LINE
2004

STREET NAME	LOCATION DESCRIPTION	CENTER	EDGE	LENGTH
Pioneer	Country Aire to Jurisdiction	yes	yes	1mile
Cedar	wasaukee to Counrty aire	yes	yes	1 mile
Cedar	Division to Maple	yes	yes	1 mile
Bonniwell	jurisdiction to Goldendale	yes	yes	1.25 mile
Bonniwell	Division to Country Aire	yes	yes	2 miles
Rockfield	Division to Pleasant View	yes	yes	1.5 mile
Holy Hill	41/45 to Division	yes	yes	3 mile
Lovers	Maple t 145	yes	yes	.75 mile
Lovers	Pleasant View to Mary buth	y	yes	1 mile
Highland	Mary Buth to Wasaukee	y	yes	.5 mile
Freistadt	Townline to 145	y	yes	3.25 mile
Mequon Rd	175 to Montgomery	y	yes	4.25 miles
Lilac	Maple to Division	y	yes	1 mile
Willow Creek	Amy Belle to 175	y	yes	1.25 mile
Donges Bay	Division to wasaukee	y	yes	3 miles
Maple	Cedar to 175	y	yes	5.25 mile
Division	145 to Freistadt	y	yes	.25 mile
Division	Main to County line	y	yes	2.5 mile
River	Freistadt to Mequon	y	yes	1 mile
Western	Main to Mequon	y	yes	.5 mile
Main	Western to 145	y	yes	.5 mile
Pligrim	Frestadt to County line	y	yes	3 mile
Pleasant View	Bonniwell to Freistadt	y	yes	2 miles
Country Aire	Pioneer to Bonniwell	y	yes	1 mile
Counrty Aire	Frestadt to 145	y	yes	1.5 mile
Mary Buth	Highland to Frestadt	y	yes	1 mile

Wasaukee	Frestadt to jursidiction	y	yes	

2006 CENTERLINE STRIPING

STREET NAME	LOCATION DESCRIPTION	CENTER	EDGE	LENGTH (MILES)
FREISTADT	145 TO TOWN LINE RD	Y	Y	3.5
WESTERN	MEQUON TO MAIN	Y	Y	0.5
MAIN	145 TO DIVISION	Y	Y	1
PILGRIM	145 TO COUNTY LINE	Y	Y	2.5
MEQUON	MONGOMERY TO MAPLE	Y	Y	2
MAPLE	APPLETON TO CEDAR	Y	Y	5.25
HOLY HILL	41/45 TO DIVISION	Y	Y	3
WASAUKEE	FREISTADT TO TRILLIUM WAY	Y	Y	1
MARY BUTH	HIGHLAND TO FREISTADT	Y	Y	3
OAK LANE	175 TO WILLOW CREEK	Y	Y	1
APPLETON AVE	COUNTY LINE TO LANNON	Y	Y	2.5
TOTAL				25.25

STREET NAME	LOCATION DESCRIPTION	CENTER	EDGE	LENGTH
Pioneer	Country Aire to Jurisdiction	yes	yes	1mile
Cedar	wasaukee to Counrty aire	yes	yes	1 mile
Cedar	Division to Maple	yes	yes	1 mile
Bonniwell	jurisdiction to Goldendale	yes	yes	1.25 mile
Bonniwell	Division to Country Aire	yes	yes	2 miles
Rockfield	Division to Pleasant View	yes	yes	1.5 mile
Holy Hill	41/45 to Division	yes	yes	3 mile
Lovers	Maple t 145	yes	yes	.75 mile
Lovers	Pleasant View to Mary buth	y	yes	1 mile
Highland	Mary Buth to Wasaukee	y	yes	.5 mile
Freistadt	Townline to 145	y	yes	3.25 mile
Mequon Rd	175 to Montgomery	y	yes	4.25 miles
Lilac	Maple to Division	y	yes	1 mile
Willow Creek	Amy Belle to 175	y	yes	1.25 mile
Donges Bay	Division to wasaukee	y	yes	3 miles
Maple	Cedar to 175	y	yes	5.25 mile
Division	145 to Freistadt	y	yes	.25 mile
Division	Main to County line	y	yes	2.5 mile
River	Freistadt to Mequon	y	yes	1 mile
Western	Main to Mequon	y	yes	.5 mile
Main	Western to 145	y	yes	.5 mile
Pligrim	Frestadt to County line	y	yes	3 mile
Pleasant View	Bonniwell to Freistadt	y	yes	2 miles
Country Aire	Pioneer to Bonniwell	y	yes	1 mile
Counrty Aire	Frestadt to 145	y	yes	1.5 mile
Mary Buth	Highland to Frestadt	y	yes	1 mile

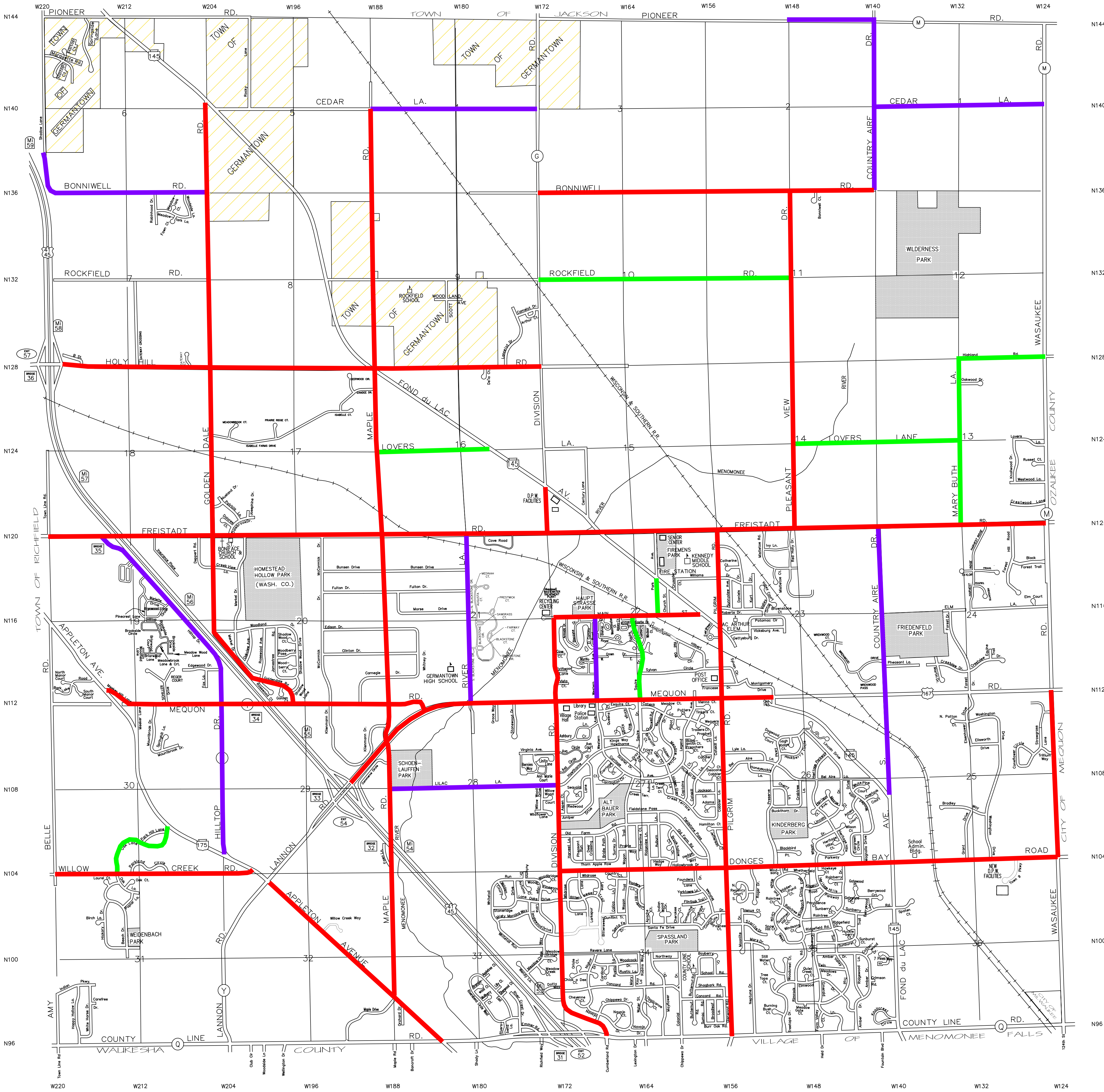
Wasaukee	Frestadt to jursidiction	y	yes	
Oak Lane	175 to Willow Creek	y	yes	1 mile
Hilltop	Mequon to 175	y	yes	1 mile

STREET NAME	LOCATION DESCRIPTION	CENTER	EDGE	LENGTH (MILES)
FREISTADT	145 TO TOWN LINE RD	Y	Y	3.5
MAIN	145 TO DIVISION	Y	Y	1
PILGRIM	145 TO COUNTY LINE	Y	Y	2.5
MEQUON	MONGOMERY TO MAPLE	Y	Y	2
MAPLE	APPLETON TO CEDAR	Y	Y	5.25
WASAUKEE	FREISTADT TO TRILLIUM WAY	Y	Y	1
OAK LANE	175 TO WILLOW CREEK	Y	Y	1
APPLETON AVE	COUNTY LINE TO LANNON	Y	Y	1.5
WILLOW CREEK	175 TO AMY BELLE	Y	Y	1
DONGES BAY	WASAUKEE TO DIVISION	Y	Y	3
DIVISION	MEQUON TO COUNTY LINE	Y	Y	2
TOTAL				23.75

STREET NAME	LOCATION DESCRIPTION	CENTER	EDGE	LENGTH
FREISTADT ROAD	TOWN LINE RD TO WASAUKEE	Y	Y	6
HOLY HILL ROAD	41/45 TO DIVISION	Y	Y	3
MAIN STREET	145 TO DIVISION	Y	Y	1
PILGRIM ROAD	FREISTADT TO COUNTY LINE	Y	Y	3
MEQUON ROAD (HWY 167)	MONGOMERY TO 41/45	Y	Y	4.25
MAPLE ROAD	APPLETON TO CEDAR	Y	Y	5.25
WASAUKEE ROAD	MEQUON ROAD TO TRILLIUM WAY	Y	Y	0.5
GOLDENDALE ROAD	145 TO MEQUON	Y	Y	3.5
APPLETON AVENUE	COUNTY LINE TO LANNON	Y	Y	1.5
WILLOW CREEK ROAD	175 TO AMY BELLE	Y	Y	1
DONGES BAY ROAD	WASAUKEE TO DIVISION	Y	Y	3
BONNIWELL ROAD	DIVISION TO COUNTRY AIRE	Y	Y	2
MEQUON ROAD	175 TO LANNON	Y	Y	2
DIVISION ROAD	MAIN TO COUNTY LINE	Y	Y	2.5
DIVISION ROAD	FREISTADT TO 145	Y	Y	0.25
PLEASANT VIEW DRIVE	FREISTADT TO BONNIWELL	Y	Y	2
LOVERS LANE	PLEASANT VIEW TO MARY BUTH	Y	Y	1
MARY BUTH LANE	FREISTADT TO HIGHLAND	Y	Y	1
OAK LANE	175 TO WILLOW CREEK	Y	Y	1
SQUIRE DRIVE	MEQUON TO MAIN STREET	Y	N	0.5
HIGHLAND ROAD	MARY BUTH TO WASAUKEE	Y	Y	0.5
ROCKFIELD ROAD	DIVISION TO PLEASANT VIEW	Y	Y	1.5
LOVERS LANE	MAPLE TO 145	Y	Y	0.75
PARK AVENUE	145 TO MAIN	Y	N	0.25
TOTAL				47.25
		TOTAL COST:	\$61,425.00	

STREET NAME	LOCATION DESCRIPTION	CENTER	EDGE	LENGTH
FREISTADT ROAD	TOWN LINE RD TO WASAUKEE	Y	Y	6
HOLY HILL ROAD	41/45 TO DIVISION	Y	Y	3
MAIN STREET	145 TO DIVISION	Y	Y	1
PILGRIM ROAD	FREISTADT TO COUNTY LINE	Y	Y	3
MEQUON ROAD (HWY 167)	MONGOMERY TO 41/45	Y	Y	4.25
MAPLE ROAD	APPLETON TO CEDAR	Y	Y	5.25
WASAUKEE ROAD	MEQUON ROAD TO TRILLIUM WAY	Y	Y	0.5
GOLDENDALE ROAD	145 TO MEQUON	Y	Y	3.5
APPLETON AVENUE	COUNTY LINE TO LANNON	Y	Y	1.5
WILLOW CREEK ROAD	175 TO AMY BELLE	Y	Y	1
DONGES BAY ROAD	WASAUKEE TO DIVISION	Y	Y	3
BONNIWELL ROAD	DIVISION TO COUNTRY AIRE	Y	Y	2
MEQUON ROAD	175 TO LANNON	Y	Y	2
DIVISION ROAD	MAIN TO COUNTY LINE	Y	Y	2.5
DIVISION ROAD	FREISTADT TO 145	Y	Y	0.25
2025 ARIP - PLEASANT VIEW DRIVE	FREISTADT TO BONNIWELL	Y	Y	0
PIONEER ROAD	COUNTRY AIRE TO JURISDICTION	Y	Y	1
CEDAR LANE	MAPLE TO DIVISION	Y	Y	1
CEDAR LANE	COUNTRY AIRE TO WASAUKEE	1	1	1
HILLTOP DRIVE	175 TO FREISTADT	Y	Y	2
COUNTRY AIRE DRIVE	PIONEER TO BONNIWELL	Y	Y	1
COUNTRY AIRE DRIVE	FREISTADT TO FOND DU LAC	Y	Y	1.5
RIVER LANE	FREISTADT TO (S) OF MEQUON	Y	Y	1
WESTERN AVENUE	MAIN TO MEQUON	Y	Y	0.5
LILAC LANE	MAPLE TO DIVISION	Y	Y	1
BONNIWELL ROAD	SHADOW BRIDGE TO GOLDENDALE	Y	Y	1.25
TOTAL				50
		TOTAL COST: \$65,000.00		

VILLAGE OF GERMANTOWN



EVERY YEAR
ODD YEAR
EVEN YEAR

VILLAGE OF GERMANTOWN
ROADWAY STRIPING
JULY 2024

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: February 17, 2025

PLACEMENT: Action Item

ITEM TITLE: Authorization of a blanket purchase order to Enercon for material processing at the Residential Yard Waste Facility in an amount not to exceed \$30,400.00.

SUBMITTED BY: Timothy Zimmerman, Superintendent

SUMMARY EXPLANATION:

Staff is seeking authorization to execute a blanket purchase order to Enercon for material processing for the Residential Yard Waste Facility for 2025, in the amount not to exceed \$30,400. This amount will cover 8 days of wood and yard waste material processing at the facility.

ATTACHMENT:

1. Blanket PO Grinding25

STAFF RECOMMENDATION:

It is staff's recommendation to approve the Blanket PO to Enercon for the amount not to exceed \$30,400.00 for material processing at the Residential Yard Waste Facility and forward this request onto the Village Board with a positive recommendation. Funds to be allocated from Recycling Budget line item - 10565000-532700.

ACTION BY Committee:

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

**BUSINESS OF THE PUBLIC WORKS COMMITTEE & VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: February 5, 2025

AGENDA ITEM: New Business

ITEM TITLE: Authorization of a Blanket Purchase Order for the Residential Yard Waste Facility for Material Processing

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

I am seeking authorization to execute a blanket purchase order to Enercon for material processing for the Residential Yard Waste Facility for 2025, in the amount not to exceed \$30,400. This amount will cover 8 days of wood and yard waste material processing at the facility.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _____

RECOMMENDATION:

It is staff's recommendation to approve the Blanket PO to Enercon for the amount not to exceed \$30,400.00 for material processing at the Residential Yard Waste Facility and forward this request onto the Village Board with a positive recommendation. Funds to be allocated from Recycling Budget line item - 10565000-532700.

COMMITTEE ACTION:

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

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: February 17, 2025

PLACEMENT: Action Item

ITEM TITLE: Adoption of a Revised Sanitary Sewer Service Area.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

In 2024 the Utility Advisory Committee, Public Works and Highway Committee, and the Village Board approved a proposed modification to the Sanitary Sewer Service Area (SSSA) that required staff undergo a preliminary evaluation of the proposed area with the DNR. See attachment A for a depiction of the proposed area. The DNR conducted the preliminary review in the late fall and determined that the proposed SSSA amendment, specifically as it relates to lines drawn around the Isabelle Farms subdivision, would not be approved without modification. The DNR considers SSSA's drawn as we proposed to constitute the creation of a "hole". A "hole" is a feature they feel is poor planning and they have administrative rules that do not allow their creation in new SSSAs.

This topic was discussed at the 11/18/24 Utility Advisory Committee meeting along with cost implications of revisions to the SSSA, planning considerations, etc. The Utility Advisory Committee referred the item back to staff for further consideration.

Since then, staff has had additional meetings with SEWRPC to consider alternatives. Attachment B to the agenda depicts 3 options for the committee to consider. The options focus on correcting the "hole" in and around the Isabelle Farms subdivision.

Option 1 simply fills in the "hole" and incorporates it into the new SSSA. After consultation with SEWRPC, they indicate this option would likely receive their support as well as DNR support.

Option 2 keeps the Isabelle Farms subdivision out of the SSSA in addition to some wetland and parcels generally south of WIS 145 / Fond du Lac. It includes parcels on either side of the former DPW site. After consultation with SEWRPC, they indicate this option would likely receive their support as well as DNR support.

Option 3 more narrowly removes Isabelle Farms and some wetland that is not likely to develop. After consultation with SEWRPC they were concerned this option created a "peninsula", which, like a "hole", is contrary to DNR planning rules. The greater number of parcels that could open up the peninsula would lead to a greater likelihood it would receive approval. That opinion resulted in staff modifying this option and became what is proposed in Option 2.

As previously discussed, parcels being added to SSSA does not mean there are plans

or budgets for bringing sewer service to newly incorporated areas, only that it would be allowable to do so. The Village has also never compelled connection when new sewer is constructed. Municipal Code section 13.29(2) indicates that connection may be deferred until failure of a parcels private system. Upon failure of a private system after sewer becomes available, connection would be required for newly served parcels.

After approval by the PWHC and Village Board SEWRPC will work on the full amendment. The new area will need their approval as well as MMSD and DNR. Once fully approved the area will be considered amended. We anticipate this process to take approximately 6-9 months.

ATTACHMENT:

1. B- SSSA Options for UAC - 012725
2. A - Map_1_GermantownSSA

STAFF RECOMMENDATION:

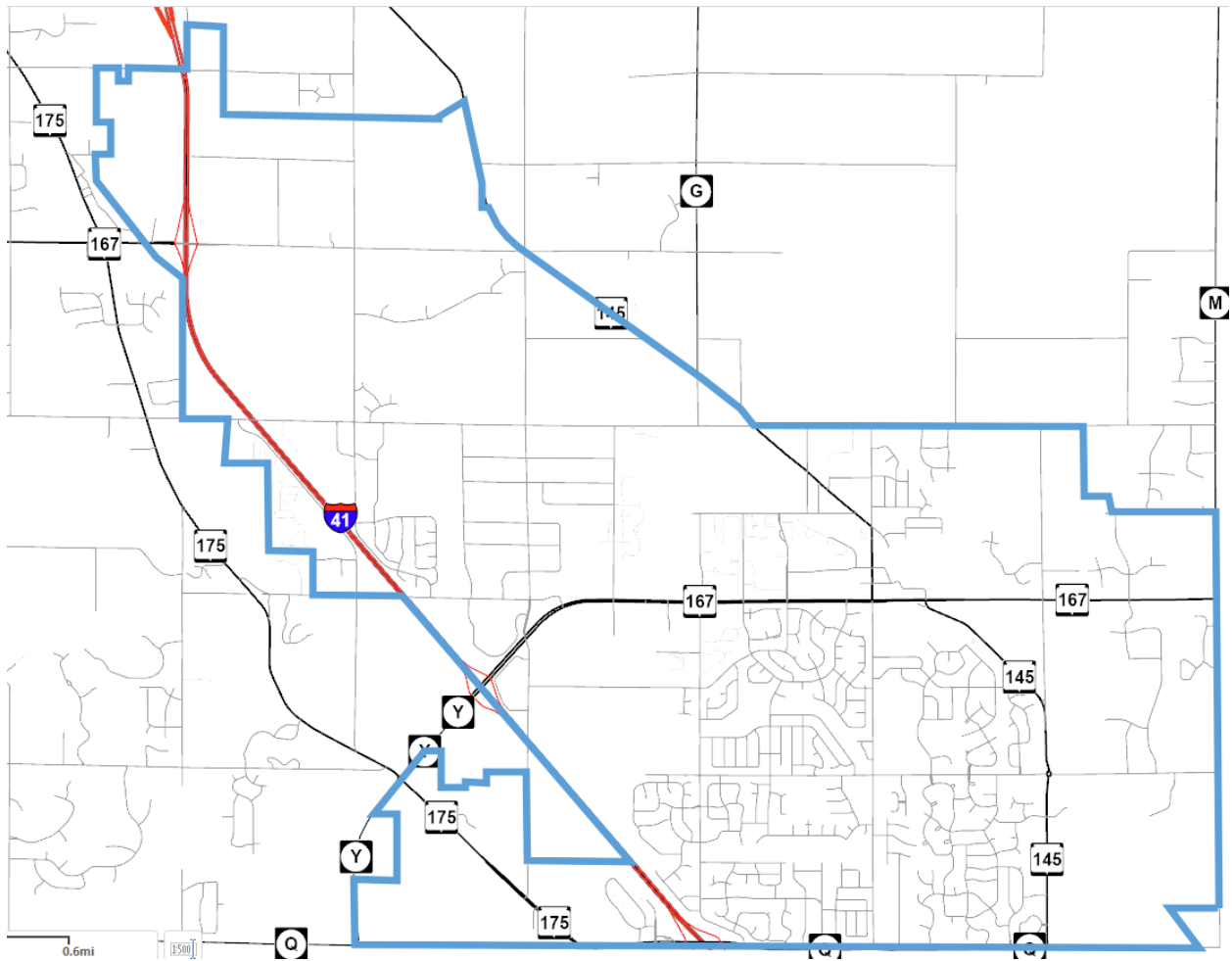
Make a recommendation to the Village Board regarding the proposed revision to the sanitary sewer service area.

ACTION BY Committee:

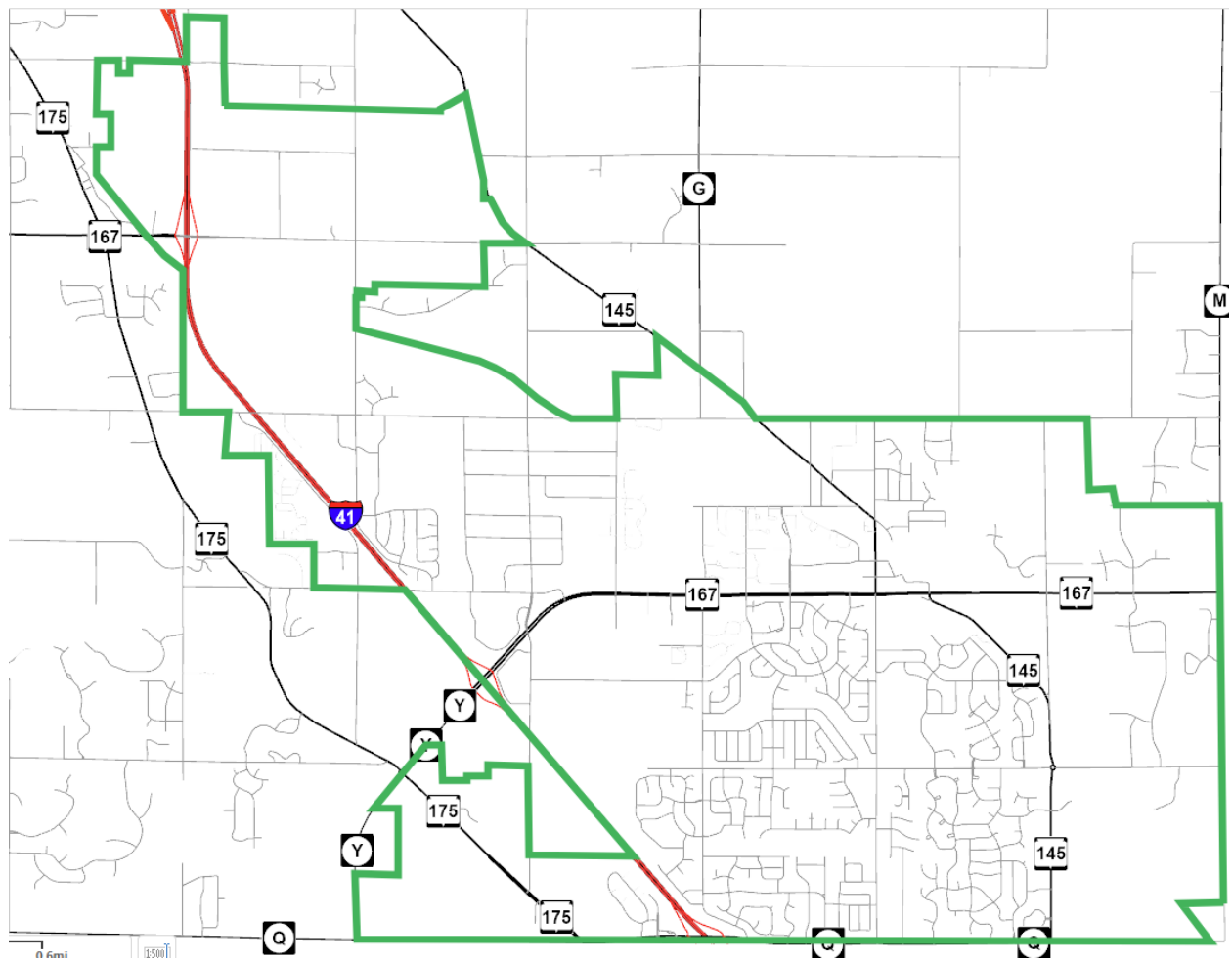
The Utility Advisory Committee (UAC) unanimously approved option 2 as presented.

Proposed Sanitary Sewer Service Area Amendments

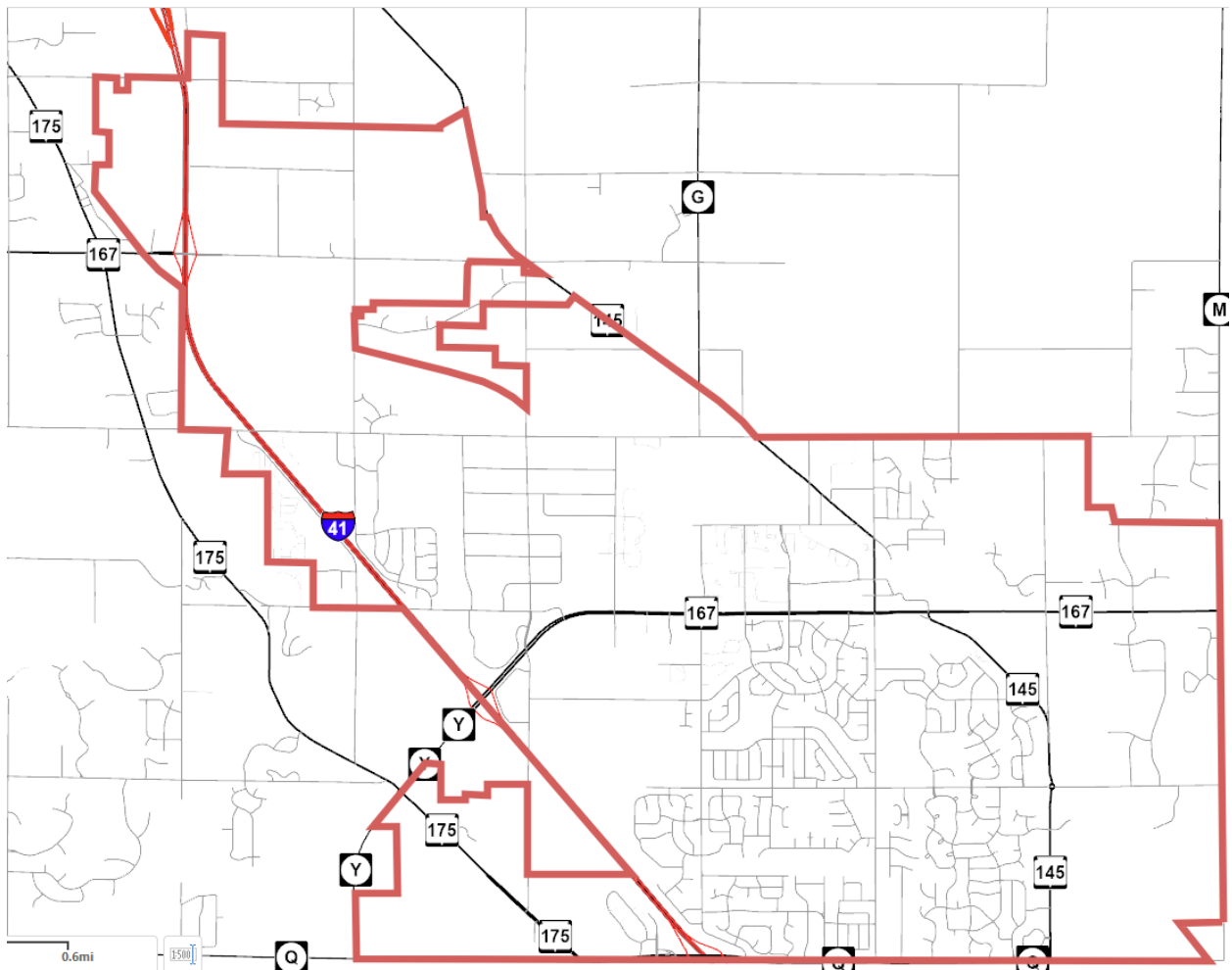
Option 1 -



Option 2



Option 3 –



Option 1 – Blue Line

This is the most comprehensive approach. It includes Isabelle Farms which does include a capital cost to rate payers. SEWRPC indicated this option would likely be supported by SEWRPC and DNR.

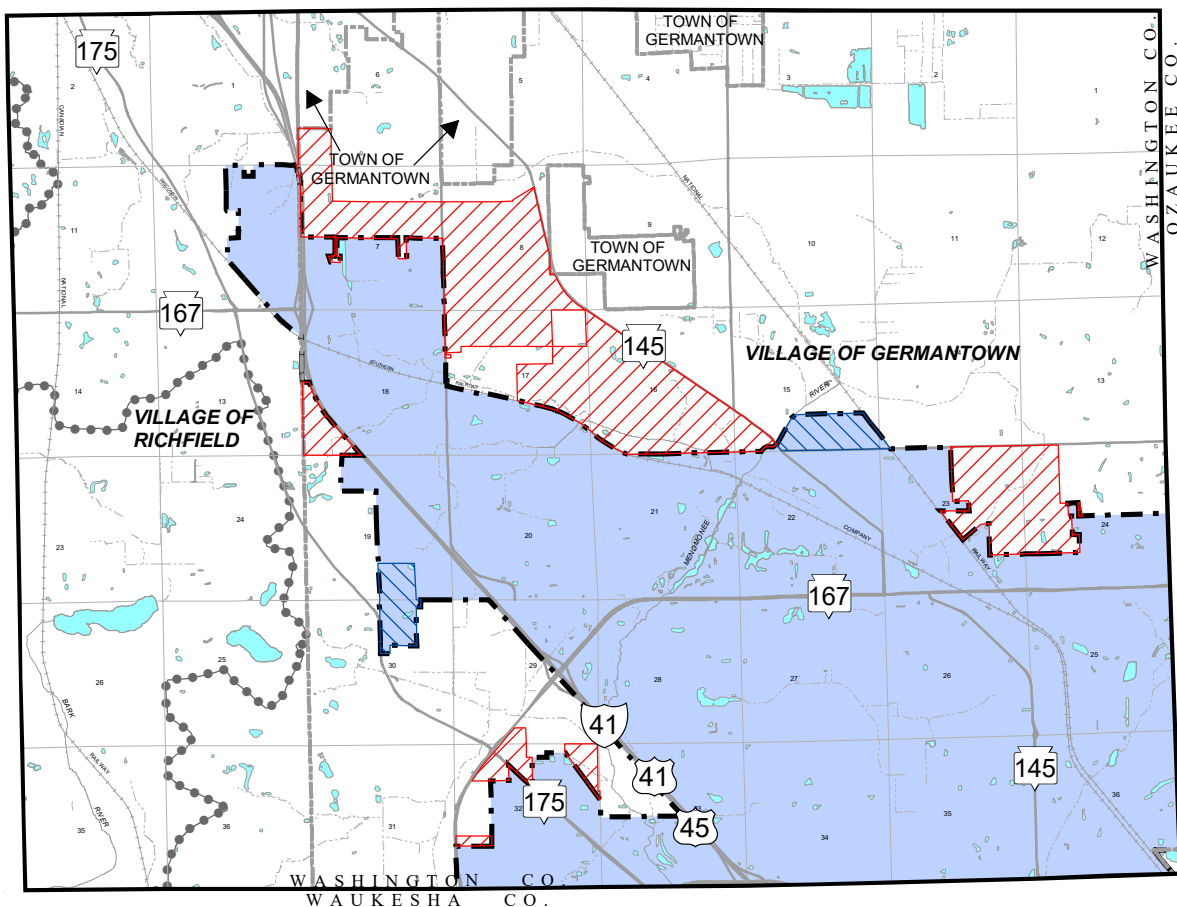
Option 2 – Green Line

This option would exclude Isabelle Farms and enough additional parcels to avoid creating a “peninsula”. It includes land on either side of Division Road should the former DPW site be developed, and sewer extended. SEWRPC indicated this option would likely be supported by SEWRPC and DNR.

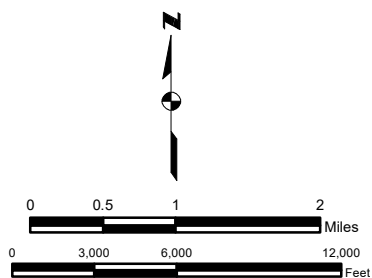
Option 3 – Red Line

This would carve out Isabelle Farms and some wetland. SEWRPC indicated that this plan creates a “peninsula” that would likely not be approved by themselves or the DNR.

Map 2.1 Proposed Changes to the Village of Germantown Sanitary Sewer Service Area



- VILLAGE OF GERMANTOWN PLANNED SANITARY SEWER SERVICE AREA
- PLANNED SANITARY SEWER SERVICE AREA BOUNDARY
- AREA TO BE ADDED TO THE VILLAGE OF GERMANTOWN SEWER SERVICE AREA
- AREA TO BE REMOVED FROM THE VILLAGE OF GERMANTOWN SEWER SERVICE AREA
- EXISTING MUNICIPAL BOUNDARIES: 2023
- SUBCONTINENTAL DIVIDE



Source: Southeastern Wisconsin
Regional Planning Commission

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: February 17, 2025

PLACEMENT: Action Item

ITEM TITLE: Award of the library access control project to O&W
Communications for an amount not to exceed \$64,640.00.

SUBMITTED BY: Scott Anderson, Superintendent

SUMMARY EXPLANATION:

As reflected in the 2025 Buildings & Grounds capital budget, \$55,000.00 was allocated to install an access control system at the library. The proposed system would match the access control installed at the new DPW facility, and most recently Village Hall. Since the project budget was put together, additional interior doors were added to the scope, which are safety enhancements, primarily in the office area. These additional costs have raised the project budget beyond the original budgetary figure by \$9,640.00. Staff has worked through the shortfall by identifying operating budget line items as listed below.

This access system will continue replacement of the antiquated key systems currently used within village buildings. The system will offer far greater security benefits to the library, while monitoring and recording access to sensitive areas within the building. System users will be identified and allowed access by using their smart phones. The remote access system can be conveniently updated to grant and remove access within the system software. This will eliminate future expenditures related to missing keys. During the DPW construction process, great discussion took place around using the Bosch system that was specified. The police and fire departments were included in these discussions to ensure that the needs of those facilities were considerations as the village scales the system to other facilities. In order to remain consistent with installation and maintenance practices, staff will continue to utilize O&W Communications as discussed during the approval of past projects.

Buildings & Grounds Capital Budget – 40563000-591800:	\$55,000.00
Buildings & Grounds Library Operating Budget – 10563000-591800:	\$4820.00
Library General Supplies & Expenses – 10570000-531010:	\$4820.00

ATTACHMENT:

1. Germantown Library AC Proposal 1.30.25

STAFF RECOMMENDATION:

Recommend award of the library access control project to O&W Communications for an amount not to exceed \$64,640.00.

ACTION BY Committee:

Date: 1/30/2025

To: Katie Rodger
Project Manager
Village of Germantown Highways, Parks, Buildings & Grounds
krodger@germantownwi.gov

RE: Germantown Library Access Control Proposal
N112W16879 Mequon Road

Scope: Access Control/Keyless Entry System:

Extend the Bosch Mobile Access system that was installed at DPW. The controllers will be housed in an enclosure located in the Server Room (room 119). Provide necessary power supplies for the Electric Locks. Bluetooth readers will be mounted on the side of the door handle. The readers will recognize authorized credentials from a smartphone (or a fob if desired). Three readers will have a built-in keypad for alternate means of access.

Doors to Have Access Control/Keyless Entry:

3 - Exterior Access Control Doors

Vestibule 100: **Not Doing**

Vestibule 114a (Bluetooth Reader with Keypad, Electric Latch, REX, (2) DPS)

Stairs 116a (Bluetooth Reader with Keypad, Electric Strike, REX, DPS)

Children 123c (Bluetooth Reader, Electric Strike, REX, DPS)

1 - Interior Access Control Door

Server 119a (Bluetooth Reader, Electric Strike, REX, DPS)

13 - Interior Access Control Doors

Meeting Room 102a (Bluetooth Rdr, Maglock, REX, Em Egress Btn, Fire Integration)

Meeting Room 103a (Bluetooth Rdr, (2) Maglocks, REX, Em Egress Btn, Fire Intgrtn)

Storage 104a (Bluetooth Reader, (2) Maglocks, Em Egress Button, Fire Integration)

Janitor 107a Bluetooth (Reader & Electric Strike)

Staff 108a (Bluetooth Reader, (2) Maglocks, REX, Em Egress Button, Fire Integration)

Staff 108b (Bluetooth Reader & Electric Strike)

Chase 111a (Bluetooth Reader & Electric Strike)

Vestibule 114b (Bluetooth Reader with Keypad & existing strike to be reused)

Stairs 116b (Bluetooth Reader (office side) & Electric Strike)

Director 118 (Bluetooth Reader & Electric Strike)

Reading 131(Bluetooth Reader & Electric Strike)

Office 137a (Bluetooth Reader & Electric Strike)

Office 138a (Bluetooth Reader & Electric Strike)

Doors: 114A & 114B

(1) Power supply (located in Server 119)

(1) Relay board

(1) Electric power transfer hinge (114A)

(1) Electric strike (114A)

Doors 114A & 114B: add electric strike and electric transfer hinge to 114A to match existing on 114B.

Notes:

1. Security System will not be upgraded at this time – separate system/no integration provided
2. Exterior Doors will have Door Position Switches Added so that you can monitor forced and doors left open with your Bosch AC System.
3. **Meeting Rm 102 and 103 – the electric latch/crash-bars will be “dogged open”, and you will rely on the maglock/access control for the locking schedule.**
4. Meeting Rm 102 and 103, Storage 104 and Staff 108 will have fire alarm integration (release the magnetic lock in the event of a fire) – relays are included in the fire alarm upgrade proposal.
5. All Plenum Cable used for Access Control System
6. Lift Included

Our proposal includes materials, submittal, installation, programming, check-out and training.

Total Cost: \$62,335.00 plus tax

Option: Doors: 102A & 103A

In lieu of using magnetic locks use motorized electric latches. Remove the REX & Emergency Egress Button.

- (1) Power supply (located in Chase 111)
- (1) Relay board
- (2) Motorized electric latch retraction kits
- (2) Latch case head assemblies
- (2) Electric power transfer hinges
- (1) End cap with cover screws (102A)

Doors 102A & 103A: replace the exit device case head to accept the latch motor retract kit and plan on using the electric power transfer hinge. Door 102A is missing the end cap on the exit device, this will be replaced as well.

Additional: \$2,305.00

Clarifications:

- Existing Strike to be reused (providing Power Supply). If any problems are exposed or identified and it needs to be replaced, then this would be extra.
- Work completed during normal business hours 8AM to 5PM, Monday through Friday.
- Quotation does not include tax. If tax exempt, please provide tax exempt certificate with purchase order.
- Quotation is valid for (90) days.
- One-Year Warranty Included

Excludes the following:

- Demo Work, including patching and painting.
- 110Volts to be provided by Germantown Electrician

If you have any questions, please call me.

2040 North Avenue
Sheboygan, WI 53083
Phoned: 920-457-8640
Fax: 920-457-8645

www.owcommunications.com



Sincerely,

Natalie Cyr

Sales Director
O & W Communications
ncyr@owcommunications.com
Office: 920-457-8640
Mobile: 920-371-1220

If approved, please sign below and e-mail or fax back the entire quote. If required, please forward a purchase order with the signed quote. Purchase Orders must reference our quote.

Signature:

This proposal is hereby accepted, and O & W is authorized to proceed with the work.

Signature

Date

Name of Company

PO #

This proposal is governed by and subject to O&W Communications' [Standard Terms and Conditions](#) which are incorporated herein by reference.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: February 17, 2025

PLACEMENT: Action Item

ITEM TITLE: Award of the Village Hall fire alarm system upgrade project to O&W Communications for an amount not to exceed \$29,055.00.

SUBMITTED BY: Scott Anderson, Superintendent

SUMMARY EXPLANATION:

As reflected in the 2025 Buildings & Grounds capital budget, \$30,000 was allocated to upgrade the fire alarm system at Village Hall. The proposed project is taking place because the original building hardware is past its useful service life and is starting to show signs of failure. The project would begin to standardize fire alarm panels within the Village, and match what was installed at the new DPW facility.

Staff intends to standardize on the Simplex Notifier panel which was introduced at the new DPW and continues to be the recommendation to achieve standardization. There are significant benefits in utilizing the same manufacturer, installation practices and contractor for these projects. In order to remain consistent with these installation and maintenance practices, staff recommends continued use of O&W Communications as discussed during the approval of past projects.

ATTACHMENT:

1. Germantown Village Hall FA Budget Proposal 1.30.25

STAFF RECOMMENDATION:

Recommend award of the Village Hall fire alarm system upgrade project to O&W Communications for an amount not to exceed \$29,055.00.

ACTION BY Committee:

Date: 1/30/2025

To: Katie Rodger
Project Manager
Village of Germantown Highways, Parks, Buildings & Grounds
krodger@germantownwi.gov

**RE: Germantown Village Hall Fire Alarm Proposal
N112W17001 Mequon Road**

Scope:

Upgrade the obsolete Edwards EST1 Fire Alarm Panel and zone devices to an addressable Notifier NFW-100X Fire Alarm System. Fire Alarm Control Panel is located in Vestibule 145, there is no existing Fire Alarm Annunciator that needs to be replaced. Maintain/Reconnect the existing Power Supply and Notification Devices – provide a relay module to trip the Power Supply. Provide a one for one replacement of the Initiation Devices.

- Replace 4 existing Pull Stations with new addressable Pull Stations
- Replace 2 Heat Detectors with new addressable Heat Detectors
- Replace 59 Heat Detectors with new addressable Smoke Detectors
 - Heat detectors are typically only utilized in dirty environments or janitor closets where dirt or steam will cause a smoke detector to false alarm. Typically, in the office environment, a smoke detector would be utilized. Recommendation to replace the existing heat detector with a smoke detector.
 - Please know that Heat detectors are intended to minimize property damage by reacting to the change in temperature caused by a fire. Smoke detectors are intended to protect people and property by generating an alarm earlier in the development of a fire.
- Replace 15 Smoke Detectors with new addressable Smoke Detectors
- Replace 3 Monitor Modules with new addressable Monitor Modules (flow/tamper switches)
- Replace 3 Relay Modules with new addressable Relay Modules (pre-action system)
- Add 1 Relay Module for the ACM Power Supply to release the Access Control Magnetic Locked Door

Notes:

1. Device counts are from the inspection report dates 8/1/2023
2. All existing wiring to be reused
3. Re-use existing system Notifier CLSS communicator

Our proposal includes materials, submittal, installation, programming, check-out and training.

Total Estimate: \$29,055.00 plus tax

Clarifications:

- The scope of work for this project includes reusing existing wiring/devices. If any problems are exposed or identified and devices and/or cabling needs to be replaced, then this would be extra.
- Work completed during normal business hours 8AM to 5PM, Monday through Friday.

2040 North Avenue
Sheboygan, WI 53083
Phoned: 920-457-8640
Fax: 920-457-8645

www.owcommunications.com



- Quotation does not include tax. If tax exempt, please provide tax exempt certificate with purchase order.
- Quotation is valid for (90) days.
- One-Year Warranty Included

Excludes the following:

- Demo Work, including patching and painting.

If you have any questions, please call me.

Sincerely,

Natalie Cyr

Sales Director
O & W Communications
ncyr@owcommunications.com
Office: 920-457-8640 x330
Mobile: 920-371-1220

If approved, please sign below and e-mail or fax back the entire quote. If required, please forward a purchase order with the signed quote. Purchase Orders must reference our quote.

Signature:

This proposal is hereby accepted, and O & W is authorized to proceed with the work.

Signature

Date

Name of Company

PO #

This proposal is governed by and subject to O&W Communications' [Standard Terms and Conditions](#) which are incorporated herein by reference.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: February 17, 2025

PLACEMENT: Action Item

ITEM TITLE: Award of the Goldendale Booster Station security system installation to O&W Communications for \$23,255.00.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

This is a non-budgeted item that was not included in the scope of the booster station construction contract. Staff feel that having a functioning system on the booster station is important enough to proceed with this out of cycle request. The proposed system would match the access control system installed at the new DPW facility, and most recently Village Hall. This project also includes security cameras for the perimeter of the station.

During the DPW construction process, great discussion took place around using the Bosch system that was specified. The police and fire departments were included in these discussions to ensure that the needs of those facilities were considerations as the village scales the system to other facilities. In order to remain consistent with installation and maintenance practices, staff will continue to utilize O&W Communications as discussed during the approval of past projects.

ATTACHMENT:

1. Germantown Booster Station Proposal 1.30.25

STAFF RECOMMENDATION:

Award of the Goldendale Booster Station security system to O&W Communications for \$23,255.00.

ACTION BY Committee:

Date: 1/30/2025

To: Paul Haugen
Water Superintendent
Germantown Water Utility
N122W17177 Fond du Lac Ave.
Germantown, WI 53022
262-808-7464
phaugen@village.germantown.wi.us

RE: Security Cameras and Keyless Entry – Goldendale Booster Station located at W204 N12333 Goldendale Rd.

Camera System:

O&W will furnish, install, and program a complete AXIS camera system to provide exterior coverage of the building perimeter. This will be accomplished with three multi-directional, four channel dome-style cameras mounted on the Northwest, Southeast and Southwest corners. With 5 Megapixels per channel, these cameras provide excellent image quality even in low light. The system will also include one bullet-style camera positioned near the Northeast corner to identify vehicles as they enter the property and read their license plates. Data from all cameras will be recorded with an onsite AXIS camera station. The station provides POE power to all cameras and will store approximately 30 days of data. The system will be connected to a port on your network (provided by others), making remote access available as desired.

Locating Equipment inside the Existing Allen Bradley Rack

- 4 – AMGOOD G807698377 16" Wide Stainless Steel Shelves for Camera Station, Monitor, Keyboard/Mouse and UPS
 - 1 – AXIS S2208 MK II - AXIS Camera Station S2208 Appliance is an all-in-one recording solution with integrated, manageable PoE switch designed to deliver reliable high-definition surveillance with up to 4K resolution.
4TB Storage Capacity.
 - 1 – Wall Mount Camera Surge Protector - outdoor cameras (located in the cabinet)
 - 1 – APC BE650G1 Back-UPS, 650VA, 120V, NEMA 5-15R (located in the cabinet)
 - 1 – Monitor & Mouse & Keypad (located inside the cabinet)
 - 1 – Axis P1468-LE Bullet Camera, Fully Featured, all-around 4K Surveillance
 - 1 – Axis Liscence Plate Verifier
 - 3 – Axis P3737-PLE Panoramic Camera 4*5 Multidirectional w/deep learning
- Necessary corner/wall mounts for cameras

Providing Shielded Cable, given all the Mechanical Equipment -- helps prevent interference with the Camera Views.

O&W's scope includes furnishing, installing, and programming the Axis Camera system.

Excludes the following:

- Any necessary Permits are the responsibility of the electrical contractor.
- Conduit/Raceway including back boxes.

- Recommend locating the (3) Panoramic Cameras in each corner. Please have EC provide conduit raceway/seal tight right next to the corner for a corner-mount. Also provide seal tight for bullet camera.
- Fire Stopping: Fire rated caulking to be provided and installed by others.
- 120-volt outlet (by others) must be located in the Allen Bradely Rack for the UPS.

Total: \$16,585.00 plus Tax

Access Control/Keyless Entry System:

Based on the recommendations, we are proposing the same Bosch Mobile Access system as will be installed at DPW. The controller will be housed in an enclosure located in the MCC Room. Bluetooth reader will be mounted on the exterior wall next to the single service door. The reader will recognize authorized credentials from a smartphone (or a fob if desired). The one reader provided will have a built-in keypad for an alternate means of activation.

The system will be connected to a port on your network (provided by others), allowing for easy credential management and tracking for outside contractors, service providers and suppliers.

Single Passage Door: Keyless Entry on Right Side (w/Door Handle), DPS by others, connected to owners SCADA System

Double Passage Door: DPS by others, connected to owners SCADA System

Adding on to the DPW Software "Plus" Liscense – Building must be on the same network to be able to utilize the DPW License

Locating Equipment inside the Existing Allen Bradley Rack

- 1 – TPE-TG82E 8GIG/POE+/EDGESMART/64WAT
- 1 – APC-AMC2-4R4CF Bosch RS485 Card Reader Interfaces (Door Controller)
- 1 – AL1024ULXB2 Altronix 10A 24V Power Supply in Cabinet
- 1 – ACM4 Altronix Access Power Controller, 4 Fused Relay Outputs Board
- 2 – 12V7AH Batteries
- 1 – ARD-Select-BOMK Bosch Bluetooth Reader with Keypad
- 1 – ARA-SELECT-WWA Wall Mount Box Lectus Select

O&W's scope includes furnishing, installing, and programming the Bosch Mobile Access system.

Excludes the following

- 24V Electric Strikes to be provided and installed by Block Iron/Others.
- Any necessary Permits are the responsibility of the electrical contractor.
- Cable/Conduit/Raceway including back boxes.
- 120-volt outlet (by others) must be located in the Allen Bradley Cabinet for he Power Supply.

Total: \$6,670.00 plus Tax

Package Total: \$23,255.00 plus Tax

Overall Clarifications:

- Network Connection by others. If there is no network, then we'll need to provide the Bosch Lite License and this will be a stand-alone system.
- We will need one port on the existing Allen Bradley 1783-US8T Switch for our 8-port switch, however, please know that we will only be using 2 ports on this 8 port switch.
- Work completed during normal business hours 8AM to 5PM, Monday through Friday.
- Quotation does not include tax. If tax exempt, please provide tax exempt certificate with purchase order.
- Quotation is valid for (30) days.
- One-Year Warranty Included

Please note that we are not providing a Door Position Switch and Request to Exit Motion Sensor on the single passage door connected to AC Head-End. If this was part of the Access Control System, it would monitor if a door has been left open or forced open. We assume that the double doors as well as the single door will be connected to the SCADA system – this will only allow you to identify if a door has been opened and/or left open.

Please reference the following supporting documents that will be sent with this proposal:

- Germantown Booster Station Camera layout1
- Germantown Booster Station AC & CCTV Locations 8.8.24

If you have any questions, please let me know.

Sincerely,

Natalie Cyr

Sales Director
O & W Communications
ncyr@owcommunications.com
Office: 920-457-8640
Mobile: 920-371-1220

If approved, please sign below and e-mail or fax back the entire quote. If required, please forward a purchase order with the signed quote. Purchase Orders must reference our quote.

Signature:

This proposal is hereby accepted, and O & W is authorized to proceed with the work.

Signature

Date

Name of Company

PO #

This proposal is governed by and subject to O&W Communications' [Standard Terms and Conditions](#) which are incorporated herein by reference.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: February 17, 2025

PLACEMENT: Action Item

ITEM TITLE: Award of a professional services agreement with various consultants to perform culvert and stormwater design as part of the Division Road, 2025 Road Program, and ARIP projects.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

In order to proceed with technical preliminary modeling and design, and to ensure compliance with flood plain and WISDOT/WIDNR regulations, Public Works issued the attached RFP for work associated with the Division Road project, ARIP project and 2025 Road Program work. In particular we are looking for analysis and design for culvert and storm sewer work in identified locations. Of the four projects identified below three are time sensitive. Project A is related to the 2025 Road Program. Project B is related to Division Road. Project C is related to the Agricultural Road improvement program. Project D is also related to Division Road but is part of phase 2. Approving this work will allow for quick progress which is needed to get work out to bid.

Below are staff recommendations for award:

Project A – Wagon Trail Culvert Extension at Jefferson Ditch (Alt Bauer Park)

Firm	Hours	Amount
raSmith	108	\$20,077
M2	158	\$21,680
Kapur	157	\$25,070

This is a straight-forward project and based on delivering the project for the lowest cost. This project is scheduled for the 2024 Road Program.

Project B – Division Road Storm Sewer at crossing near Hawthorne/Lilac to Jefferson Ditch

Firm	Hours	Amount
raSmith	129	\$23,860
M2	212	\$29,100
Kapur	240	\$34,870

This is a more complicated project where the difference in hours reflect the consultant's familiarity with the project complexity and addressing the details that factor into staff's recommendation. This project is scheduled for phase I of the Division Road phasing work.

Project C* – Pleasant View Drive at Menomonee River – Culvert Replacement

Firm	Hours	Amount
M2	138	\$19,200
raSmith	108	\$20,077
Kapur	162	\$26,495

This is a typical culvert replacement project and based on delivering the project for the lowest cost.

**Notice to proceed only issued once SMA with WisDOT finalized*

**Project D – Division Road Culvert Extension near Revere Lane

	Firm	Hours	Amount
	raSmith	116	\$21,541
	M2	190	\$25,740
	Kapur	173	\$29,810

This culvert extension project is more straight forward and based on delivering the project for the lowest cost. This project is scheduled for phase II of the Division Road phasing work.

Broken down by project the costs can be summarized as follows:

Project A - 2025 Road Program - \$20,777 - 1.3% of the budget

Project B and Project D - Division Road - \$56,411 - 1.7% of the budget

Project C - ARIP Pleasant View - \$19,200 - less than 1% of the budget

In summary:

- Contract with M2 for the Culvert Design at the Menomonee River and Pleasant View Drive in the amount of \$19,200.
- Contact with raSmith for the Culvert Design at Wagon Trail at the Jefferson Ditch (Alt Bauer Park) in the amount of \$20,077.
- Contract with Kapur for storm sewer and drainage design at Tributary to Jefferson Ditch at Hawthorne and Lilac Lane in the amount of \$34,870.
- Contact with raSmith for culvert design near Revere Lane at Division Road in the amount of \$21,541.

ATTACHMENT:

1. 2025-01-29_RFP for Stream Crossing Work_rev (with exhibits)

2. Ex A - Culvert Modeling and Design Fees
3. Ex B - 2025 Culvert Modeling & Design (Kapur)
4. Ex C - Culvert Project - Hydrologic & Hydraulic Analysis (raSmith)
5. Ex D - Culvert Modeling and Design Work (M2)

STAFF RECOMMENDATION:

See recommendation in summary description.

ACTION BY Committee:

Recommended to the Village Board 3-0.



Department of Public Works

Matt Mortwedt, Director
Kevin Driscoll, Village Engineer
N112 W17001 Mequon Rd, PO Box 337
engineering@germantownwi.gov
262-250-4721

January 17, 2025; Revised 1/29/2025

The Village of Germantown is seeking proposals from Certified Floodplain Managers (CFM) to perform hydrologic and hydraulic analysis of various sites associated with culvert work as part of the Village's road program. Proposals should include:

- Statement of Qualifications
- Proposed Schedule
- Cost of services based upon the scope listed below

The Village of Germantown will provide the following data and information:

- Current and Proposed FIRM Maps
- Technical Data - Flood Insurance Study (FIS) report, hydrologic and hydraulic data, and any other digital technical documentation used to create the new map.
<https://www.germantownwi.gov/731/Floodplain-Mapping-Update---FIRM-Panels>
- GIS data related to this project that was created or acquired by the Village.
- Any available existing plans.

BACKGROUND

The Village of Germantown Department of Public Works has an annual Road Program. Part of this includes safety improvements at culvert/stream crossings. In particular, the project areas include:

- A. Wagon Trail at Alt Bauer Park
- B. Division Road at Jefferson Ditch
- C. Division Road near unnamed tributary near Revere Lane
- D. Pleasant View Drive at Menomonee River

SCOPE OF SERVICES

Proposals shall include an itemized cost per scope item as listed below for each project A, B, C, D. Please be sure to detail any additional efforts that may be required so that staff may evaluate those efforts as compared to other proposals.

Task 1

Data Collection

- Review the FIRM/FIS. See link above.
- Review the hydrologic and hydraulic models, topographic data. Village of Germantown to request models from WDNR Floodplain Section.

Task 2

Field Verification

- Site Visits: Conduct field visits to key areas, especially those where discrepancies are suspected. Use survey data to update the models as necessary.

Task 3

Model and Preliminary Design (4 projects, A,B,C,D). Consultant to Plan for two meetings with Village staff and one round of review comments by Village staff

Project A - Jefferson Ditch Culvert Extension at Wagon Trail

- i) Model and complete preliminary design to replace twin 108"x84" CMP with newly sized box culvert that does not increase water surface elevation by 0.01
- ii) Generate and deliver hydrologic report with supporting data.
- iii) Generate and deliver hydraulic report and updated HEC-RAS model with memo.
 - a. Intent is for culvert extension.
 - b. If culvert extension increases water surface elevation by greater than 0.01, then a culvert replacement would potentially be required.
 - c. In the event model shows extension is not feasible, to avoid terminating the contract, provide if authorized pricing to complete preliminary design to replace twin 108"x84" CMP, or required equivalent, with newly sized culvert that does not increase water surface elevation by 0.01
- iv) Generate and deliver preliminary drawing to submit with SSR.
- v) **If Authorized, complete final construction drawings**

Project B – Tributary 1A to Jefferson Ditch - Storm Sewer Extension to Lilac and Hawthorne Intersection

- i) Model and complete preliminary design to construct 850-feet of new 48-inch dia. Storm sewer (or larger dia, if needed) along the west side Division Road north of the Jefferson Ditch Floodplain (B-66-144) to junction with existing culvert in Lilac Ln.
- ii) Evaluate new road crossing culvert to replace twin 36" x 26" HE RCP. **Complete modeling for a new cross road culvert in the same alignment, and complete additional modeling for a new cross road culvert in a new alignment to allow phasing during construction.** Evaluate new alignment for constructability purposes to avoid bypass ~~and concrete collars with vault.~~
- iii) Evaluate extension from 'ii' to the existing 42-inch dia. Culvert extending from Hawthorne to accommodate pedestrian path above the new/proposed storm sewer extension on the east side of Division Road.
- iv) Generate and deliver hydrologic report with supporting data.
- v) Generate and deliver hydraulic report and updated HEC-RAS model with memo.
- vi) Generate and deliver preliminary drawing to submit with SSR.
- vii) **If Authorized, complete final construction drawings**

Project C - Menomonee River Culvert replacement at Pleasant View Drive

- i) Model and complete preliminary design to replace 156"x108" CMP with newly sized concrete box culvert that does not increase water surface elevation by 0.01
- ii) Generate and deliver hydrologic report with supporting data.
- iii) Generate and deliver hydraulic report and updated HEC-RAS model with memo.
- iv) Generate and deliver preliminary drawing to submit with SSR.
- v) **If Authorized, complete final construction drawings**

Project D - Division Road Culvert Extension at Unnamed Ditch crossing Division Road near Revere Lane

- i) Model and Complete preliminary design of culvert extension at unnamed ditch crossing Division Road near Revere Lane.
- ii) Generate and deliver hydrologic report with supporting data.
- iii) Generate and deliver hydraulic report and updated HEC-RAS model with memo.
 - a. Intent is for culvert extension.
 - b. If culvert extension increases water surface elevation by greater than 0.01, then a culvert replacement would potentially be required.
 - c. In the event modeling shows extension is not feasible, to avoid terminating the contract, provide if authorized pricing to complete preliminary design to replace 48" CMP, or required equivalent, with newly sized culvert that does not increase water surface elevation by 0.01
- iv) Generate and deliver preliminary drawing to submit with SSR.
- v) **If Authorized, complete final construction drawings**

Task 4

Complete Structure Survey Report for Stream Crossings for each project

- Cross-Section Verification: Check the cross-sections used in the hydraulic models. Supplement with necessary survey data for bottom of channel and embankment data.
- Flow Data: Verify the hydrologic analysis.
- Update Existing conditions hydraulic model in HEC-RAS, as needed.
- Generate proposed conditions model with corresponding preliminary design drawings
- Consultant to Plan for one round of review comments by Village staff

Task 5

Prepare Transmittal to WDNR, **including H&H Checklist**

- Send Village staff a copy of Draft documents prior to transmittal
- Consultant to Plan for one round of review comments by Village staff

Task 6

If Authorized, provide additional scope of services for the Village's 2025 Road Program complete survey and prepare hydrologic analysis and preliminary modeling efforts (existing and proposed conditions) as deemed necessary by consultant.

Task 7

If Authorized, complete construction drawings.

Proposed Schedule

Issue Request for Proposal	January 17, 2025
Issue Addendum No. 1	January 24, 2025
Issue Addendum No. 2	January 29, 2025
Proposals due to the Village of Germantown	January 31, 2025
Contract Recommendation by PWHC*	March 5, 2025
Contract Award by VB*	March 17, 2025

*If necessary

Proposal Format

Consultants' proposals should include a brief resume of the firms' qualifications and recently completed similar projects. Consultants must submit their proposals to the Village Engineer by 4:00 P.M. on January 31, 2024, or earlier. Transmit electronic copies of proposal to kdriscoll@germantownwi.gov. Electronic copies require acknowledgment of receipt by the Village to be considered. Consultant selection will be based on quality of proposal, qualifications of the design team, and fee to complete the work.

**Work is priority for 2025 paving.*

Project	Task Description	Hours	Costs
A*	Jefferson Ditch Culvert Extension at Wagon Trail (Survey, Modeling, Preliminary Design)		
A1	Data Collection		
A2	Field Verification		
A3	Model and Complete Preliminary Design to Extend Culverts		
A4	Complete Structure Survey Report for Stream Crossings		
A5	Prepare Transmittal to WDNR		
	<i>Project A (Wagon Trail Culvert Extensions) - SubTotal Items A1-A5</i>		
A6	If Authorized, T&M (Consultant to identify additional scope items for consideration)		
A7	If Authorized, complete final construction drawings		
	<i>Total (including If Authorized Tasks A1-A7)</i>		

Schedule for Wagon Trail – Project A is a priority and Village staff anticipates a quick turn around for this culvert extension to be included in the 2025 Road Program Contract.

Project	Task Description	Hours	Costs
B*	Trib 1A to Jefferson Ditch Storm Sewer Extension to Lilac and Hawthorne Intersection (Survey, Modeling, Preliminary Design)		
B1	Data Collection		
B2	Field Verification		
B3	Model and Complete Preliminary Design to Extend Culverts		
B4	Complete Structure Survey Report for Stream Crossings		
B5	Prepare Transmittal to WDNR		
	<i>Subtotal Base Items B1-B5</i>		
B6	If Authorized, T&M (Consultant to identify additional scope items consideration)		
B7	If Authorized, complete final construction drawings		
	<i>Total (including If Authorized Tasks B1-B7)</i>		

Schedule for Division Road - Project B is based on utility coordination with WE Energies. A preliminary utility coordination base map can be made available and provided upon request.

Project	Task Description	Hours	Costs
C	Menomonee River Culvert replacement at Pleasant View Drive (Survey, Modeling, Preliminary Design)		
C1	Data Collection		
C2	Field Verification		
C3	Model and Complete Preliminary Design to Extend Culverts		
C4	Complete Structure Survey Report for Stream Crossings		
C5	Prepare Transmittal to WDNR		
	<i>Subtotal Base Items C1-C5</i>		
C6	If Authorized, T&M (Consultant to identify additional scope items consideration)		
C7	If Authorized, complete final construction drawings		
	<i>Total (including If Authorized Tasks C1-C7)</i>		

Schedule for Pleasant View - Project C is based on WisDOT SMA for ARIP, and no work to proceed until that SMA is signed.

Project	Task Description	Hours	Costs
D	Division Road Culvert Extension at Unnamed stream crossing Division Road near Revere Lane (Survey, Modeling, Preliminary Design)		
D1	Data Collection		
D2	Field Verification		
D3	Model and Complete Preliminary Design to Extend Culverts		
D4	Complete Structure Survey Report for Stream Crossings		
D5	Prepare Transmittal to WDNR		
	<i>Subtotal Base Items D1-D5</i>		
D6	If Authorized, T&M (Consultant to identify additional scope items consideration)		
D7	If Authorized, complete final construction drawings		
	<i>Total (including If Authorized Tasks D1-D7)</i>		

Schedule for Division Road - Project D is based on phasing of Division Road work, where the Village staff is anticipating two phases. First construction phase north of Jefferson Ditch in spring/summer 2025, and the second construction phase south of Jefferson in 2026.

The Village reserves the right to reject any and all proposals. The Village reserves the right to award one project or all projects to one consultant. The Village reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the preferred proposer, the Village may negotiate a contract with the next preferred proposer.

Exhibits

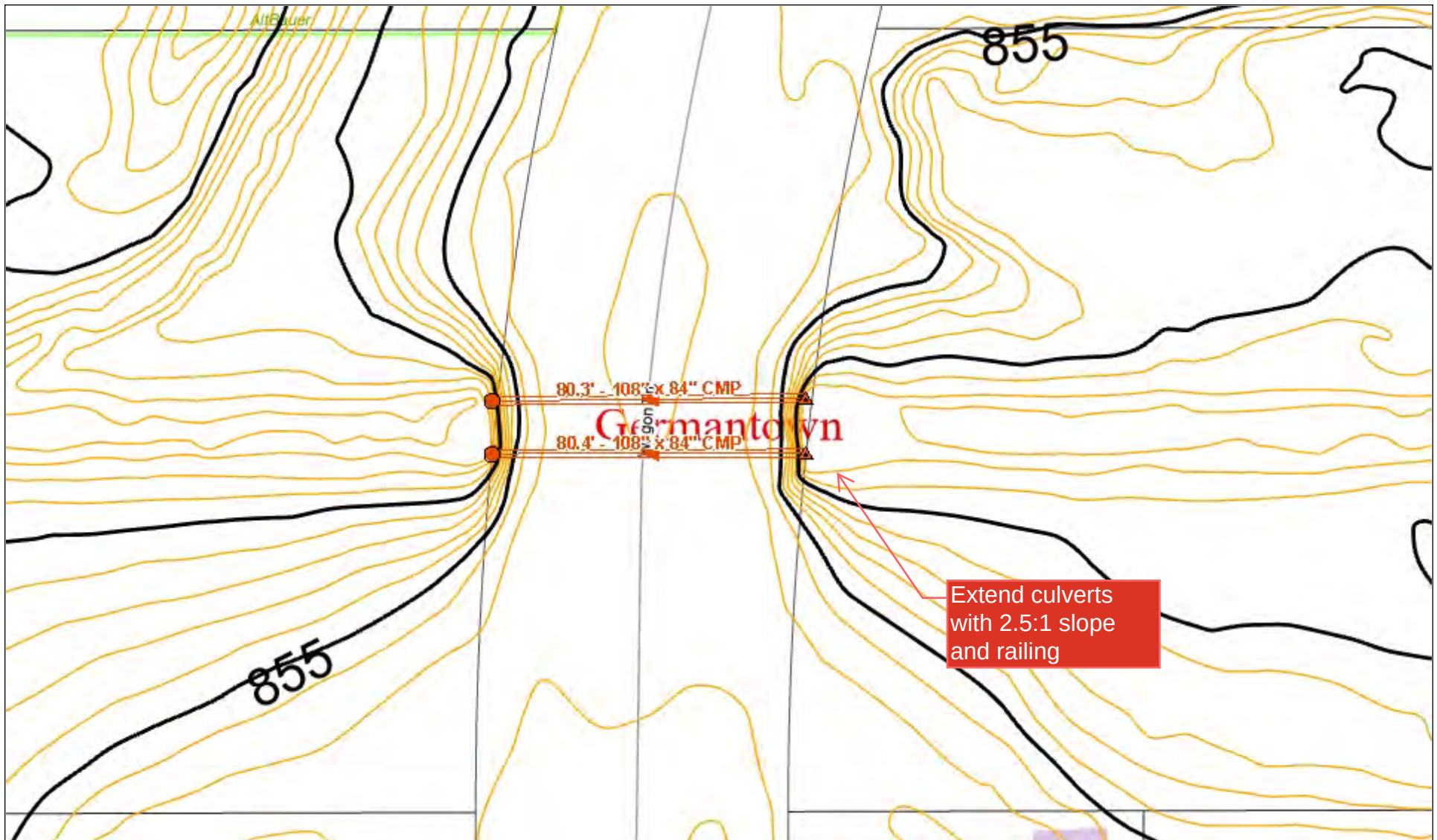
Project A – Wagon Trail Culvert Extension

Project B – Division Road Storm Sewer Extension and Twin Culvert Replacement from Jefferson Ditch to Lilac / Hawthorne Intersection for new bike facilities

Project C – Pleasant View Drive Culvert Replacement at the Menomonee River

Project D – Division Road Culvert Extension near Revere Ln

SSR Form



Village of Germantown GIS
Jefferson Ditch Culvert at Wagon Trail

DISCLAIMER:

This map is not a survey of the actual boundary of any property this map depicts.

The Village of Germantown Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



Village Of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4700



SCALE: 1 = 50'

Print Date: 1/7/2025

Exhibits

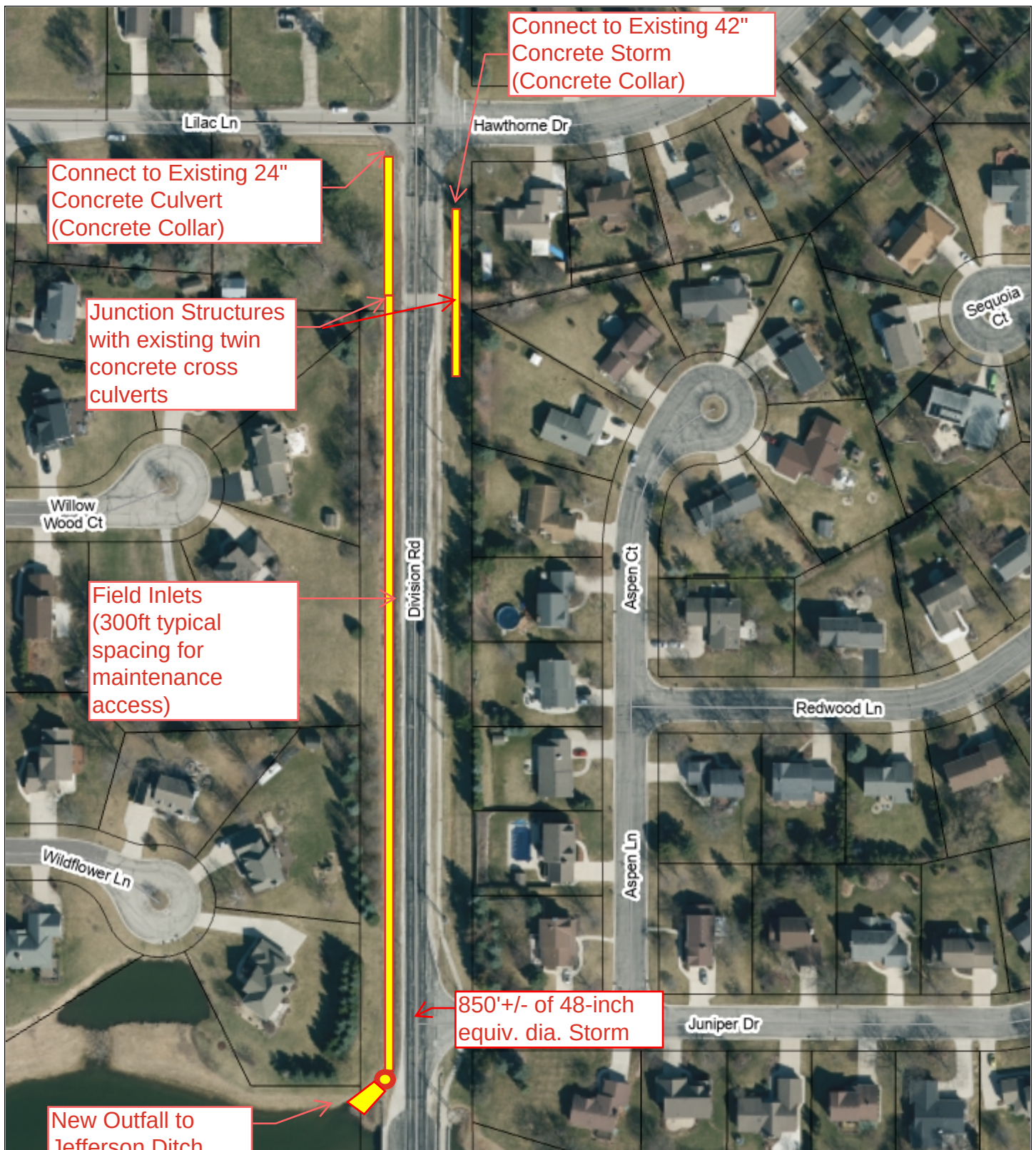
Project A – Wagon Trail Culvert Extension

Project B – Division Road Storm Sewer Extension and Twin Culvert Replacement from Jefferson Ditch to Lilac / Hawthorne Intersection for new bike facilities

Project C – Pleasant View Drive Culvert Replacement at the Menomonee River

Project D – Division Road Culvert Extension near Revere Ln

SSR Form



Village of Germantown GIS
Division Road - Storm Sewer Work

DISCLAIMER:

This map is not a survey of the actual boundary of any property this map depicts.

The Village of Germantown Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

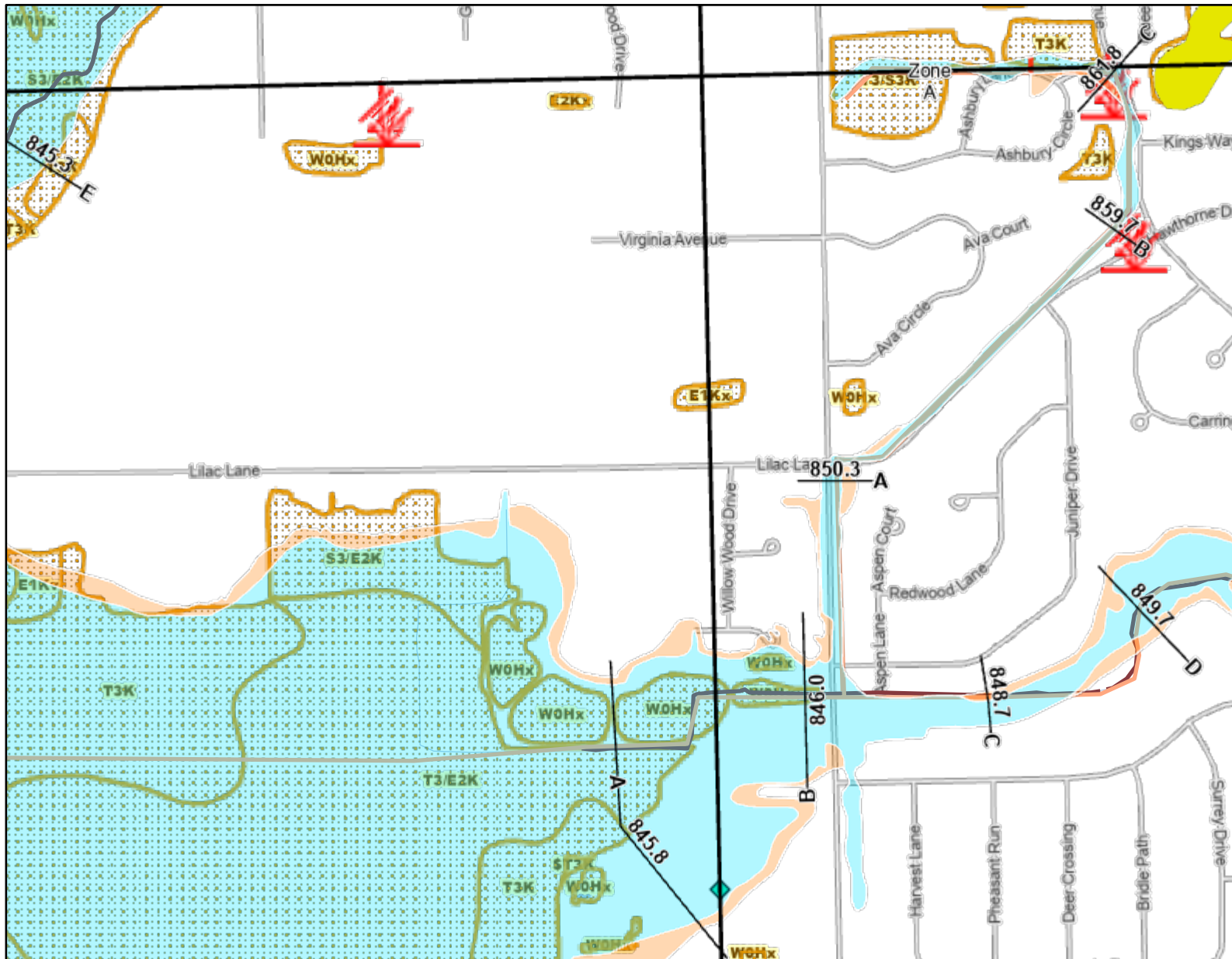


Village Of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4700



SCALE: 1 = 200'

Print Date: 1/2/2025



Legend: (some map layers may not be displayed)

- FIRM Panels
- Cross-Sections
- Flood Hazard Boundaries
 - Limit Lines
 - SFHA / Flood Zone Boundary
- Flood Hazard Zones
 - 1% Annual Chance Flood Hazard
 - 1% Annual Chance Flood Hazard
 - 0.2% Annual Chance Flood Hazard
- Floodplain Analysis Lines
 - Flood Insurance Study
 - Floodplain Study (Locally Funded)
 - Floodplain Analysis Upstream Catchment
- TMDL Priority Rivers Streams
 - Multiple Priorities
- PNW Lakes Less Than 50 Acres
- Wetland Identifications and Confirmations

Notes:



Map: 0 640 1280 Feet
0 190 380 Meters

This map is a product generated by a DNR web mapping application.

This map is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. The user is solely responsible for verifying the accuracy of information before using for any purpose. By using this product for any purpose user agrees to be bound by all disclaimers found here: <https://dnr.wisconsin.gov/legal>

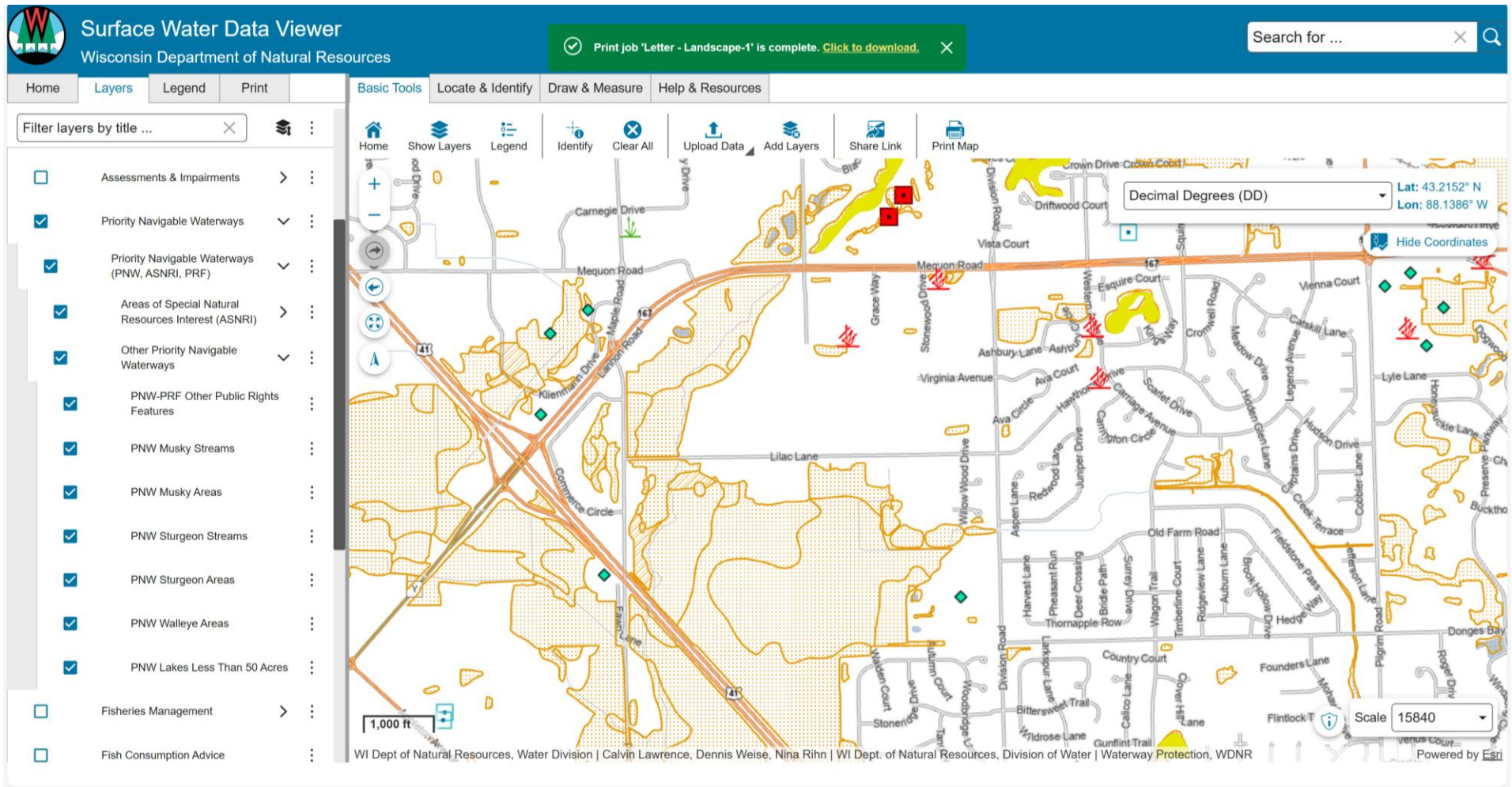
Service Layer Credits:

Wisconsin Wetland Inventory NWI (cached); EN Basic Basemap WTM Ext; Priority Navigable Waterways: Waterway Protection, WDNR, Wisconsin Wetland Inventory NWI (Dynamic); Calvin Lawrence, Dennis Weise, Nina Rihn, Paper FIRMS: Federal Emergency Management Agency, Wisconsin Department of Natural Resources, Digital FEMA Floodplains (National Flood Hazard Layer);

Map projection: NAD 1983 HARN Wisconsin TM



Date Printed: 1/30/2025 8:43 AM



30.10 Declarations of navigability.

(4) Interpretation.

(a) This section does not impair the powers granted by law to municipalities to construct highway bridges, arches, or culverts over streams.

Exhibits

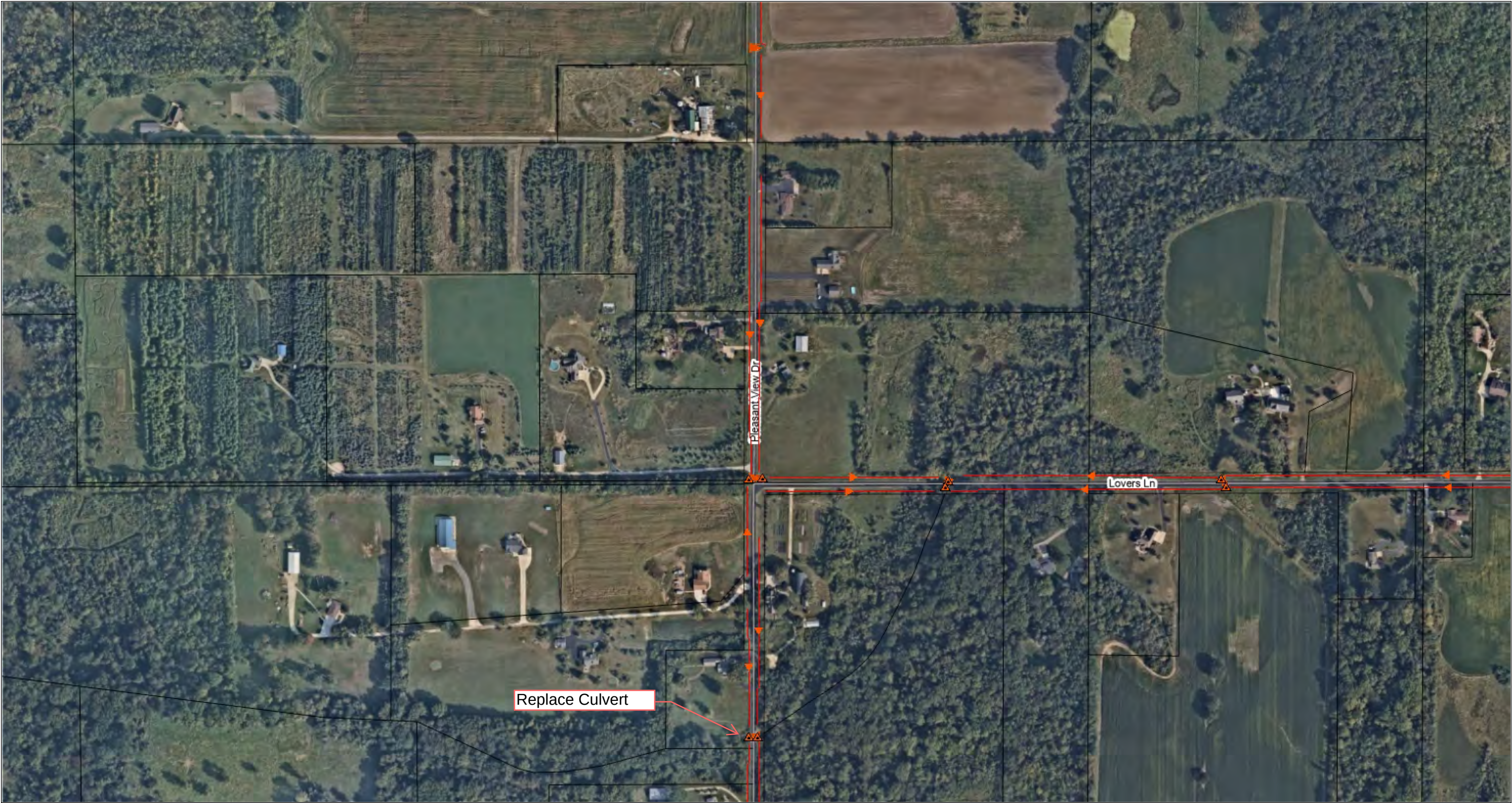
Project A – Wagon Trail Culvert Extension

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SSR Form



Village of Germantown GIS
Pleasant View Rd - 156" Arch Culvert Replacement (ARIP)

DISCLAIMER:

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SCALE: 1 = 500'



Village Of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4700

Print Date: 1/13/2025

Exhibits

Project A – Wagon Trail Culvert Extension

Project B – Division Road Storm Sewer Extension and Twin Culvert Replacement from Jefferson Ditch to Lilac / Hawthorne Intersection for new bike facilities

Project C – Pleasant View Drive Culvert Replacement at the Menomonee River

Project D – Division Road Culvert Extension near Revere Ln

SSR Form



Village of Germantown GIS
Division Road - 48" Dia Culvert Extension

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Village Of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4700



SCALE: 1 = 100'

Print Date: 1/13/2025

Exhibits

Project A – Wagon Trail Culvert Extension

Project B – Division Road Storm Sewer Extension and Twin Culvert Replacement from Jefferson Ditch to Lilac / Hawthorne Intersection for new bike facilities

Project C – Pleasant View Drive Culvert Replacement at the Menomonee River

Project D – Division Road Culvert Extension near Revere Ln

SSR Form

-



STREAM CROSSING STRUCTURE SURVEY REPORT

Wisconsin Department of Transportation
DT1698 4/2017

☐ Stream Crossing ☐ Box Culvert ☐ Box Culvert Extension: ☐ Right
☐ Other: _____ ☐ Left

For guidance see: <http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/strct/survey.aspx>

Design Project ID	Construction Project ID	Highway (Project Name)		
Final Plan Due Date	Preliminary Plan Due Date	☐ Town ☐ Village ☐ City		
PS&E Date	Letting Date	County		
New Structure Number	Existing Structure Number	Section	Town	Range
Station	Latitude: Longitude:	☐ YES ☐ NO Structure Located on National Highway System		
For Survey and CADD Files Horizontal Coordinate System: Vertical Datum:		Traffic Forecast Data		
Feature On		Design Year	Average Daily Traffic (ADT)	Roadway Design Speed mph
Feature Under ☐ Waterway:		☐ Other:		
Region Contact: (Area Code) Telephone Number(s): Email:		Consultant Contact: (Area Code) Telephone Number(s): Email:		

Instructions for Structure Survey

- Report submitted with Preliminary Plan requires **no** CADD file submittal (See ESubmittal instructions).
- Report submitted for development of Preliminary Plan to structure design engineer requires CADD file(s) submittal and Report submittal to Soils Engineer.
- Coordinate with hydraulic engineer **before** going into the field if existing structure has no available plans, if staged construction is planned, or if there are adjoining/adjacent structures that will remain in place.

In addition to this report, the following information shall be submitted.

1. **Small County Map** on which the location of proposed structure is shown in red, any highway relocation in green, and **Location Map** of scale not less than 1" = 2000' showing the structure location and number.
2. **Plan and Profile Sheet** on proposed reference line of highway showing: (a) Ground line; (b) Finished grade line; (c) Profile grade line elevations at least every 100 feet for 1,000 feet each side of the structure; (d) Vertical curve control points; (e) Horizontal curve control points; (f) Curve data, including full SE and runoff distance.
3. **Contour Map** of the site drawn to a scale of not less than 1" = 20' with one-foot contours and showing: (a) Existing highway and structure; (b) Proposed highway alignment and R/W; (c) Station numbers; (d) North arrow; (e) Buildings; (f) Above and below ground facilities; (g) Recommended channel change; (h) Direction of stream flow; (i) Station at ends of existing structure; (j) Location of river cross sections or individual survey shots; (k) Proposed structure and extent of riprap for report submitted with preliminary plans; (l) Other features that influence design.
4. **Typical Roadway Cross Section** of proposed approaches showing: (a) Dimensions; (b) Slopes; (c) Type and width of surfacing or pavement; (d) Sidewalk, curb & gutter; (e) Subgrade and pavement thickness; (f) Clear zone width.
5. **Stream Cross Sections** at upstream and downstream face of existing bridge and at one structure length upstream and downstream. Water and streambed elevations to be taken at structure and water surface elevations 1500 feet upstream and downstream of existing bridge.
6. **Labeled Photographs** of: (a) Existing structure; (b) Upstream and downstream structures; (c) Buildings within 100 feet of the proposed structure; (d) Unobstructed panoramic view looking upstream and downstream from location of proposed structure, showing stream and floodplains; (e) Any noteworthy details on existing structure or surrounding site (i.e. downstream obstructions); (f) Air photo mosaics referenced to contour map DGN if available.
7. Attach a copy of the regulatory floodplain map (FEMA map) depicting the site.
8. Report submitted with preliminary plans – **Hydraulic Report** (See Bridge Manual Chapter 8) which may contain: (a) USGS quadrangle sheet showing proposed location, highway alignment and reach of river; (b) All available flood history, high water marks with date of occurrence, nature of flooding, damages, scour information, and factors affecting water stages; (c) Navigation clearance; (d) Discussion of alternatives considered, factors influencing selection.
9. Attach a copy of DNR initial concurrence letter.

Proposed Structure

Preference for Structure Type at this Site:

☐ No Preference

Aesthetics Level – See Bridge Manual Chapter 4

☐ 1 ☐ 2 ☐ 3 ☐ 4 (For Levels 2, 3 & 4 Explain on Page 5)

Clear Roadway Width on Structure
Ft.

Cross Slope on Deck or N.C. (Normal Crown)
Ft./Ft.

Sidewalks/Multi-Use Path
☐ Yes ☐ No

Left Clear Sidewalk/Path Width
Ft.

Separation Barrier
☐ Yes ☐ No

Right Clear Sidewalk/Path Width
Ft.

Separation Barrier
☐ Yes ☐ No

Specify Wing Location(s) for Beam Guard Attachment

Specify Clear Zone Width When Beam Guard Not Used on Culvert

Specify Wing Location(s) for Surface Drain Anchors

Specify Wing Location(s) where Bridge Barrier/Rail Continues on Roadway Approach

YES NO

- ☐ ☐ Project Is in Flood Hazard Area (FIS Mapped Floodplain)
- ☐ ☐ Structure Will be Constructed to Accommodate Traffic Staging
- ☐ ☐ Temporary Structure Required
- ☐ ☐ Riprap Required
- ☐ ☐ Structural Approach Slab
- ☐ ☐ Lighting Required: Bolt Circle Diameter _____ inches
- ☐ ☐ Traffic/Lighting Staff been Notified for Review
- ☐ ☐ Conduit in Parapet: Diameter _____ Number _____
- ☐ ☐ Historical Properties (Archaeological, Historic) Present Near Structure

Utilities on Structure (WisDOT policy is to avoid placing utilities on the structure.)

YES NO

- ☐ ☐ Utilities will be located on the structure?
(if YES, provide the following information as well as the alignment and profile on Page 4)
- ☐ ☐ Utilities have been approved by Region Utility Coordinator or previously approved by the Bureau of Structures?
(if NO, please explain on Page 4)

Type	Owner and Contact Information	Size	Opening at Abutment	Weight	Pressure

Proposed Disposition of Existing Structure

YES NO

- ☐ ☐ Structure will be Removed
☐ Bid Item ☐ Later Contract ☐ Other: _____
- ☐ ☐ Structure will Remain in Service, Purpose: _____

Removal

- ☐ Normal Removal
- ☐ Removal With Minimal Debris
- ☐ Removal With Capture System

Existing Structures

STRUCTURE DATA		UPSTREAM	AT SITE	DOWNSTREAM
Structure Number (B/P/C)				
Highway, Railroad, Path, or Structure Name				
Year Built				
◊ Latitude				
◊ Longitude				
‡ Distance from Proposed Site in Miles				
Number of Spans				
Clear Span (Between Inside Faces of Substructure Units) Lengths Along C.L. Rdwy/Track				
Sidewalk: Right Side Clear Width				
Left Side Clear Width				
Roadway Width on Structure Between Curbs				
Superstructure Type				
Abutment Type(s)				
Pier Type(s) and Width(s)				
Is Structure Supported on Piles?				
Condition: Superstructure Rating (NBI)				
Substructure Rating (NBI)				
Sufficiency Rating (NBI)				
Skew: Stream				
Structure				
* Elevation	Finished Grade			
+ +	Low Chord			
Character of Material in Stream Bed				
Does Drift Pass Satisfactorily (Y/N/no record)				
Does Ice Pass Satisfactorily (Y/N/no record)				
Evidence of Damage From Floating Debris				
Streambed Scour Visible (Y/N) ⊗	Provide Additional Details on Page 5			
Streambank Scour Visible (Y/N) ⊗				
† Recorded High Water Elevation - Date				
** Observed High Water Mark Elevation ⊗				
History of Flooding over Roadway (Date or Frequency)				
Abutment Slope Washout From: Stream Flow ⊗				
Roadway Drainage ⊗				
Low Water Elevation				
° Ordinary High Water Mark				
Observed Water Elevation				
Streambed Elevation				
Water Surface Elevation	Date	1500' Upstream ‡	At Site	1500' Downstream ‡

⊗ Provide labeled photograph.

* Use same vertical datum for all structures within 1500' of existing structure.

** High water marks may include, but are not limited to, debris, leaves, or dirt on structure that appear to have been left by recent flooding.

+ + Take these elevations at the same location.

† Information on high water can be obtained from observation, owner, adjacent property owner, County Road Commission, Regional Planning Commission, DNR, FIS, local officials, bridge inspector, or WisDOT bridge maintenance engineer.

° If marked by DNR, "The point on the bank or shore up to which the presence and action of water is so continuous as to leave a distinct mark either by erosion, destruction of terrestrial vegetation, or other easily recognized characteristic."

‡ Measured along thread of channel. If there is an abrupt river profile change within 1500' contact hydraulic engineer for revised location.

◊ Lat./Long. taken at name plate location (with photograph or sketch of location).

Existing Culvert Information

Number of Barrels			
Barrel Width Perpendicular to Walls			
Allowable High Water			
Floor: Concrete, Earth, Silted			
If Silted Indicate Depth of Silt in Barrel			
Elevation:	Inlet	Invert	
		Finished Grade	
		Top of Opening	
		Top of Water	
	Discharge	Invert	
		Finished Grade	
		Top of Opening	
		Top of Water	
<i>For Structures with Concrete Aprons:</i>			
At Beginning of Upstream Apron			
		Apron Elevation	
		Streambed	
		Top of Water	
At End of Downstream Apron			
		Apron Elevation	
		Streambed	
		Top of Water	
Condition®:	Wingwalls		
	Barrel		

Attach Sketch

® Provide labeled photograph.

Additional Information

Elaborate on other concerns such as: DNR, Local, Utility Conflicts, Aesthetics, Railing Type and Staged Construction.
Please be as detailed and specific as possible.

For Structure Designers Use Only Proposed Box Culvert					
Aprons	Type			Elevations	
Inlet					
Outlet					
Openings - Number	Clear Span at Right Angles to Axis of Box			Inside Height of Box	
Slope of Channel at Culvert					
All Proposed Structures					
Spans – Number:	Spans Lengths (C.L. to C.L. of Substructure):			Skew:	☐ R.H.F. ☐ L.H.F.
Latitude:			Longitude:		
Drainage Area	_____ Sq. Mi.	Q (100)	_____ cfs	<u>Existing Bridge</u>	
High Water (100)	_____ Ft.	Q (Struct.)	_____ cfs	High Water (100)	_____ Ft.
Velocity	_____ Ft/Sec.	Q (Rdwy.)	_____ cfs	<u>Regulatory High Water</u>	
Waterway Area	_____ Sq. Ft.	Q (Suple. Struct.)	_____ cfs	_____	Ft.
Scour Code	_____			Source FIS	_____
<u>Erosion Control</u>		<u>Temporary Structure</u>		<u>Overtopping Frequency (If > 100 Yrs. - NA)</u>	
Q ₂	= _____ cfs.	Q	_____ Yr.	cfs.	Q _____ Yr. _____ cfs.
HW ₂	= _____ Ft.	High Water	_____	Ft.	High Water _____ Ft.
		Min. A (BR)	_____	Sq. Ft.	

Exhibits

Project A – Wagon Trail Culvert Extension

Project B – Division Road Storm Sewer Extension and Twin Culvert Replacement from Jefferson Ditch to Lilac / Hawthorne Intersection for new bike facilities

Project C – Pleasant View Drive Culvert Replacement at the Menomonee River

Project D – Division Road Culvert Extension near Revere Ln

SSR Form & HH Study Checklist

Checklist for Submitting a Floodplain Study

Wisconsin Department of Natural Resources



This outline for department review of floodplain studies may not contain all of the requirements of the administrative code. It is a general outline and detailed examination of the codes should be done to be assured that a submittal may meet department approval. Appropriate areas should be filled in by the engineer submitting the study for WDNR review.

Community/Zoning Authority:_____

Official Stream Name:_____

County:_____

Study Author:_____

Submission Date:_____

Submitted to:_____

Legal Description:

Upstream Limit ____1/4(QQ), ____1/4(Q), Section(s)_____, Township_____, Range_____

Downstream Limit ____1/4(QQ), ____1/4(Q), Section(s)_____, Township_____, Range_____

Study Type (circle): Bridge/Culvert Channel Realignment Enclosure Filling/Grading BFE determination

Other _____

I) General Documentation

- _____ Contact (Telephone Conservation) Reports
- _____ Meeting Minutes/Reports
- _____ General Correspondence
- _____ Submittal letter or e-mail from zoning authority requesting review

II) Narrative Report

- _____ Purpose of the study
- _____ Geographic location of the study
- _____ Detailed description of the methodology used for hydrology, hydraulics and any special applications used in the study
- _____ Description of the project location related to model river stations
- _____ Documentation of the changes made between each model run
- _____ Floodway Data Table
Note: Include at least one table with the following output variables:
‘River Sta’ ‘Q Total’ ‘W.S. Elev’ ‘Top Wdth Act’ ‘Flow Area’ ‘Vel Total’
- _____ Previous studies on the same watercourse – date/author/source of study
- _____ Data collection methods
- _____ Past flooding
- _____ Benchmark identification and location
- _____ Coordination with other agencies
- _____ Other supporting documentation provided
(circle) Soils Maps Watershed Maps Photographs Stream Flow Records
Other: _____

III) Engineering Analyses

1) Hydrologic Analysis (electronic input/output files)

_____ Is there an existing model?

Existing model input file name: _____

The *two* techniques used to determine the regional flood flow discharges:

_____ Log-Pearson Type III, described in Technical Bulletin #17B

_____ Regional Regression Equations (i.e. Congers)

_____ Synthetic hydrographs (i.e. HEC-HMS)

_____ Was floodplain storage explicitly taken into account to attenuate flood peak flow?

_____ If yes, have flood storage district maps been created for the community to adopt?

_____ Which rainfall distribution was used?

_____ If a distribution other than NRCS's MSE3/MSE4 was used, what duration was the critical duration when the critical duration analysis was performed to identify the peak storm duration?

_____ Technical Release No. 55 (TR-55)

_____ Comparison of similar drainage basins at gaged sites

_____ Historic flood data

_____ Other methods with department approval (comment on what method)

Input file name: _____

_____ New peak flows tie in with upstream and downstream published flows

2) Hydraulic Analyses (electronic input/output files)

Note: The same model must be used for both existing and proposed conditions for relative consistency

_____ Is there an existing model?

Existing model input file name: _____

_____ Existing model was not truncated from its original study reach

New hydraulic model type (i.e. HEC-RAS) _____

New input file name (project model name that has one or multiple runs):

Model plan descriptions: _____

(ex. p.01 = effective, p.02 = corrected effective, p.03 = pre-project, p.04 = post-project...)

What is the vertical datum of the survey/geometric data (NAVD88, NGVD29...) _____

_____ Is there a dam with operable gates in the study reach?

_____ If yes, does the modeled operation represent the DNR approved Inspection, Operations, and Maintenance Plan (IOM)? The dam operator then assumes liability that the gates will be operated as outlined in the IOM.

If not, explain _____

_____ Is there a detailed study upstream of the submitted reach? (Y/N)

_____ If yes, do the profiles match within 0.5' at the boundary? (Y/N)

_____ Is there a detailed study downstream of the submitted reach? (Y/N)

_____ If yes, do the profiles match exactly at the boundary? (Y/N)

_____ Model shows increases due to development (proper legal arrangements required)

3) Miscellaneous

_____ Supporting hand calculations, sketches and figures used in analyses

_____ Key to Cross-Section Labeling

_____ Key to Transect Labeling (coastal study only)

IV) Mapping information

_____ Workmaps including floodway, floodfringe, cross sections, and stream centerlines

_____ Floodway Data Table

Note: Include at least one table with the following output variables:

‘River Sta’ ‘Q Total’ ‘W.S. Elev’ ‘Top Wdth Act’ ‘Flow Area’ ‘Vel Total’

Digital mapping data provided: _____
(Circle) ESRI shapefile(s)/database CAD data Other

Horizontal coordinate system used: _____

V) Certification

_____ Signed, stamped, and submitted by a Professional Engineer registered in Wisconsin

Name _____ Registration # _____

Project	Task Description	Kapur		raSmith		M2	
		Hours	Costs	Hours	Costs	Hours	Costs
A*	Jefferson Ditch Culvert Extension at Wagon Trail (Survey, Modeling, Preliminary Design)						
A1	Data Collection	6	\$860	4	\$736	3	\$470
A2	Field Verification	40	\$6,080	6	\$1,104	2	\$290
A3	Model and Complete Preliminary Design to Extend Culverts	22	\$4,900	44	\$8,063	10	\$1,660
A4	Complete Structure Survey Report for Stream Crossings	12	\$2,040	10	\$1,840	7	\$980
A5	Prepare Transmittal to WDNR	29	\$4,550	4	\$736	34	\$4,270
	Project A (Wagon Trail Culvert Extensions) - Subtotal Items A1-	109	\$18,430	68	\$12,479	56	\$8,120
A6	If Authorized, T&M (Consultant to identify additional scope items for consideration)	44	\$6,080	22	\$4,158	22	\$3,080
A7	If Authorized, complete final construction drawings	4	\$560	18	\$3,407	80	\$10,480
	Total (including If Authorized Tasks A1-A7)	157	\$25,070	108	\$20,077	158	\$21,680

Project	Task Description			Hours	Costs	Hours	Costs	Hours	Costs
		Hours	Costs						
B*	Trib 1A to Jefferson Ditch Storm Sewer Extension to Lilac and Hawthorne Intersection (Survey, Modeling, Preliminary Design)	Kapur							
B1	Data Collection	8	\$1,120	4	\$732	3	\$470		
B2	Field Verification	64	\$9,610	6	\$1,098	2	\$290		
B3	Model and Complete Preliminary Design to Extend Culverts	91	\$12,670	54	\$9,917	28	\$4,480		
B4	Complete Structure Survey Report for Stream Crossings	12	\$2,040	10	\$1,830	13	\$1,780		
B5	Prepare Transmittal to WDNR	29	\$4,550	4	\$732	62	\$8,360		
	Subtotal Base Items B1-B5	204	\$29,990	78	\$14,309	108	\$15,380		
B6	If Authorized, T&M (Consultant to identify additional scope items for consideration)	4	\$560	17	\$3,179	16	\$3,080		
B7	If Authorized, complete final construction drawings	32	\$4,320	34	\$6,372	88	\$11,640		
	Total (including If Authorized Tasks B1-B7)	240	\$34,870	129	\$23,860	212	\$30,100		

Project	Task Description	Hours	Costs	Hours	Costs	Hours	Costs
C	Menomonee River Culvert replacement at Pleasant View Drive (Survey, Modeling, Preliminary Design)						M2
C1	Data Collection	6	\$860	4	\$732	3	\$470
C2	Field Verification	65	\$9,865	8	\$1,464	2	\$290
C3	Model and Complete Preliminary Design to Extend Culverts	26	\$5,940	38	\$6,989	10	\$1,660
C4	Complete Structure Survey Report for Stream Crossings	12	\$2,040	10	\$1,830	7	\$980
C5	Prepare Transmittal to WDNR	29	\$4,550	4	\$732	34	\$4,720
	Subtotal Base Items C1-C5	138	\$23,255	64	\$11,747	56	\$8,120
C6	If Authorized, T&M (Consultant to identify additional scope items for consideration)	4	\$560	22	\$4,165	22	\$3,080
C7	If Authorized, complete final construction drawings	20	\$2,680	22	\$4,165	60	\$8,000
	Total (including If Authorized Tasks C1-C7)	162	\$26,495	108	\$20,077	138	\$19,200

Project	Task Description	Hours	Costs	Hours	Costs	Hours	Costs
D	Division Road Culvert Extension at Unnamed stream crossing Division Road near Revere Lane (Survey, Modeling, Preliminary Design)			raSmith			
D1	Data Collection	3	\$390	4	\$732	19	\$2,550
D2	Field Verification	46	\$7,120	6	\$1,098	2	\$290
D3	Model and Complete Preliminary Design to Extend Culverts	71	\$11,550	48	\$8,819	18	\$2,680
D4	Complete Structure Survey Report for Stream Crossings	8	\$1,360	10	\$1,830	7	\$980
D5	Prepare Transmittal to WDNR	29	\$4,550	4	\$732	34	\$4,720
	Subtotal Base Items D1-D5	157	\$24,970	72	\$13,211	80	\$11,220
D6	If Authorized, T&M (Consultant to identify additional scope items for consideration)	4	\$3,240	22	\$4,165	30	\$4,040
D7	If Authorized, complete final construction drawings	12	\$1,600	22	\$4,165	80	\$10,480
	Total (including If Authorized Tasks D1-D7)	173	\$29,810	116	\$21,541	190	\$25,740

February 3, 2025

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

RE: Proposed Contract for Professional Engineering Services
2025 Culvert Modeling & Design

Dear Kevin,

Kapur is pleased to submit this proposed contract to provide professional engineering services for the referenced project. The following contract includes the storm sewer work and drainage project along Division Road at the Jefferson Ditch as described in the proposal submitted on January 31, 2025.

SCOPE OF SERVICES

The provided scope of services shall remain as previously submitted as outlined in the proposal.

SCHEDULE

Kapur will begin work upon authorization and as described in the proposal.

FEES AND BILLINGS

The professional fees for the work as described will be charged as Time and Material and as included in the attached proposal.

ACCEPTANCE

If this proposal is acceptable, please sign and date this original copy on Standard General Contract Terms and return it to our office.

Thank you for the opportunity to submit this proposed contract. We look forward to working with you on this project. Should you have any questions, or require further information, please call us at (414) 751-7200.

STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL ENGINEER/SURVEY SERVICES

Article 1 Scope of Services

ENGINEER shall provide CLIENT with services in connection with the Project as described in Scope of Services. ENGINEER shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with the ENGINEER's service.

Unless otherwise specifically included in the proposal, ENGINEER's scope of services does not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of the land, air or water.

Article 2 Schedule of Services

ENGINEER shall start and complete work as set forth in the Scope of Services. ENGINEER shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of ENGINEER's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement.

Article 3 CLIENT's Responsibility

CLIENT shall do the following in a timely manner so as not to delay the service of ENGINEER:

3.1 Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints.

3.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the ENGINEER may use and rely upon in performing the services under this Agreement. Verification of the accuracy and completeness of any information provided by the CLIENT is beyond the scope of this agreement.

Article 4 Payment Terms

CLIENT agrees to pay all fees within 45 days of the date of the invoice. Balances due over 45 days will be assessed an interest rate of 1.5 % per month. CLIENT agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorneys' fees involved in or arising out of collecting any unpaid or past due balances.

CLIENT understands and agrees to pay for all services rendered regardless of CLIENT's ability or inability to proceed with the project for any reason, gain governmental approvals or permits or secure financing for the project.

Article 5 Term and Termination

ENGINEER's obligation to render services under this Agreement will extend for a period that may reasonably be required for the services to be provided, including extra work and required extensions. If CLIENT fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed or suspended by CLIENT for more than three months for reasons beyond ENGINEER's control, ENGINEER may, after giving seven days' written notice to CLIENT, suspend or terminate services under this Agreement.

If payment is not received within 45 days of the date of invoice, ENGINEER reserves the right, after giving seven days' written notice to CLIENT, to suspend services to the CLIENT or to terminate this Agreement. ENGINEER shall not be liable to CLIENT or any third parties for any damages caused by the suspension or termination of work for non-payment. CLIENT may terminate this Agreement for any reason or without cause upon 30 days' written notice to ENGINEER. If any work covered by this Agreement is suspended, terminated or abandoned for any reason other than ENGINEER'S breach of the Agreement, the CLIENT shall compensate the ENGINEER for

services rendered to the date of written notification of such suspension, termination or abandonment.

Article 6 Indemnity

CLIENT and ENGINEER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent or intentional acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CLIENT and ENGINEER, they shall be borne by each party in proportion to its negligence. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

Article 7 Ownership and Copyright of Documents

All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain an ownership and property interest therein, including all copyrights. ENGINEER grants CLIENT a license to use instruments of ENGINEER's professional service for the purpose of purchasing or identifying property or constructing the project. Reuse or modification of any such documents by CLIENT, without ENGINEER's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify and hold ENGINEER harmless from all claims, damages and expenses, including attorneys' fees, arising out of such use by CLIENT or by others acting through the CLIENT.

Article 8 Electronic Media

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by ENGINEER. Files in electronic formats, or other types of information furnished by ENGINEER to CLIENT such as text, data or graphics, are only for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software applications packages, operating systems or computer hardware differing from those in use by ENGINEER at the beginning of this project.

ENGINEER

Kapur & Associates, Inc.

By: Chris Sberna
Print: Chris Sberna
Title: Associate/Project Engineer
Date: 2-3-25

The above and foregoing proposal is hereby accepted and ENGINEER is authorized to proceed with the work.

CLIENT

Village of Germantown

By: _____
Print: _____
Title: _____
Date: _____



PROPOSAL TO PROVIDE ENGINEERING SERVICES FOR

2025 CULVERT MODELING AND DESIGN

Germantown, WI // January 31, 2025



Presented to:
Kevin Driscoll, PE
Village Engineer
Village of Germantown
N112 W17001 Mequon Road
PO Box 337
Germantown, WI 53022-0337

Presented by:
Chris Sberna, PE
Project Manager
Kapur & Associates, Inc.
7711 N. Port Washington Road
Milwaukee, WI 53217

January 31, 2025

Kevin Driscoll, PE
Village Engineer
N112 W17001 Mequon Rd.
P.O. Box 337
Germantown, WI 53022-0337

RE: Jan. 31, 2025 RFP for 2025 Culvert Modeling and Design

Dear Mr. Driscoll,

The goal of Kapur & Associates, Inc. (Kapur) has never been to just complete a project – it's to do so in a way that positively impacts a community for the foreseeable future. With the opportunity to enhance the Village of Germantown with not just a single project, but multiple projects, in 2025, we couldn't be more excited to submit this proposal to provide you with hydraulic modeling for several stream crossings throughout the Village and design of culvert and safety improvements.

We understand that you are not only looking for a partner who has completed similar projects in the past, but also one who has been cost-efficient in doing so, and Kapur has locally provided innovative and cost-effective services for more than 40 years – including work in the Village of Germantown.

In offering you a team of professionals with 175+ years of combined experience, more than 25 of those are represented by myself. Kapur works tirelessly to ensure each project we undertake is partnered with one of our most experienced and knowledgeable experts on cost-saving measures, and with this team of carefully selected individuals, you couldn't be in better hands.

The following proposal and scope have been prepared in accordance with the requirements outlined in the RFP dated, January 17, 2025, and subsequent Addendum #1 and Addendum #2. We are prepared to complete all work efforts necessary for the proposed projects, and our team of professionals is immediately available and ready to make a difference in the Village of Germantown.

We eagerly await your review and feedback – please feel free to contact me with any questions.

Sincerely,

A handwritten signature in dark ink that reads "Chris Sberna".

Chris Sberna, PE
Project Engineer
414.751.7205
csberna@kapurinc.com

FIRM INFORMATION

Kapur & Associates, Inc. (Kapur) is a multi-discipline consulting engineering firm with a corporate office in Milwaukee and branch offices in downtown Milwaukee, Burlington, Appleton, Madison, and Wausau. Established in 1981, Kapur employs more than 425 professionals and provides services to cities, counties, state agencies, sewerage districts, and developers.

We've been fortunate to become the trusted business partner to so many through a demonstrated history of providing exceptional and economical technical knowledge across every phase of our client's projects. The collective efforts and expertise of our personnel provide timely, cost-effective, and sustainable solutions to those we work with, many of whom we're also fortunate enough to call neighbors and friends.

In addition to being driven by having our work make an impact locally, Kapur rewards employees by making them an owner under our Employee Stock Ownership Program. This encourages every individual to take ownership and pride in our company and projects, resulting in personalized service and allowing us to forge long-term relationships with clients. We nurture an atmosphere of teamwork and innovation, and our forward-thinking has allowed us to become associated with some of Wisconsin's most memorable projects.

Our mission is to develop the close, professional, and honest relationships needed to understand the expectations of our clients so that we can provide the quality services required to exceed their definition of success. We're passionately committed to delivering infrastructure, protecting the environment, cultivating relationships, and connecting with the community.

Kapur's overall firm services include:

- | | | |
|------------------------------|--------------------------|---------------------------|
| ■ Transportation engineering | ■ Landscape architecture | ■ Construction management |
| ■ Public involvement | ■ Environmental | ■ GIS & asset management |
| ■ Structural engineering | ■ Natural resources | ■ Power & energy |
| ■ Land survey/platting | ■ Wastewater/water | ■ Economic development |
| ■ Municipal engineering | ■ Stormwater management | |
| ■ Site development | ■ 3D modeling & scanning | |

MUNICIPAL ENGINEERING

Helping communities with the issues that plague them is a daily occurrence for Kapur, as they often turn to our municipal offerings for help – capital and public works, plan reviews, regulatory permits, budget programming, planning and zoning, risk asset methodology tax incremental financing, and grant writing. Perhaps most importantly, we focus on cultivating trust and understanding with communities to ensure the successful delivery of municipal projects.

Kapur's municipal engineering services include:

- Street design, inventory, rehab, & management planning
- Water studies/elevated tank & reservoir design
- Well, water treatment, & pump house design
- Sanitary sewer design/rehabilitation
- Storm sewer design
- Culvert & bridge design
- Bike path planning
- Stormwater management plans
- Capital improvement planning
- GIS databases and interactive mapping
- Floodplain - hydraulic modeling
- Watershed management studies
- Park & recreation facilities
- Manage grants & loans
- Review CSM/plats
- Create & implement public assessment policies
- Create & manage TIF districts
- Review private development submittals
- Street lighting

SURVEY

Kapur is a national leader in the collection and use of survey data through emerging technology. Utilizing cutting-edge equipment and software is nothing new to our team members. We have gotten our boots dirty implementing and advancing the application of data from BIM modeling, Automated Machine Guidance, and HDS scanning. In addition, we find efficiencies from start to finish within projects; through emerging technologies, we uncover cost savings for our customers every day on every project.



Accuracy is critical to the success of any engineering project. Our survey teams start with professional/registered land surveyors. Our field crews have extensive experience performing control surveys, the basis for any project. Just as a roadway is only as good as its base, an engineering project is only as accurate as its survey. Kapur team members use the most current equipment available in the industry, and we employ experts across many fields on some of the largest projects in the country: hydroelectric, rail, interstate, wind, airports, and stadiums.

Kapur's Survey Department is built from the ground up. Services such as geodetic control surveys, section corner retracements, major boundary surveys, topographic surveys, construction layout, ALTA surveys, and platting comprise the department backbone, and our team's experience with land description and land division activities assures accurate documentation and avoidance of future conflicts.

Our survey services are provided as follows:

- Parcel mapping
- Property boundary surveys
- Construction layout
- AMG survey

FIRM INFORMATION

- Monumentation
- ALTA/ACSM Land Title Surveys
- Construction staking
- Building information modeling (BIM)
- Right-of-way platting
- Land records research
- Transportation design surveys
- Legal descriptions
- As-built surveys
- Topographic survey with in-field base mapping
- Zoning maps/descriptions
- Hydrographic survey
- HDS scanning
- Tunnel alignment survey
- Geographic Information Systems

NATURAL RESOURCES

Kapur specializes in natural resource issues related to development and construction projects and we have many staff that are registered as a Certified Professional in Erosion and Sediment Control (CPESC).

Our team's experience includes wetland delineation as well as the design and permitting of lakeshore and stream bank improvements. We expertly serve as our client's liaison to relevant agencies, including the Department of Natural Resources, United States Army Corps of Engineers, and Environmental Protection Agency, and as a coordinator of permitting and compliance issues related to the Clean Water Act, NR216, NR151, NR103, and Chapter 30.



Kapur plays an integral role for numerous municipalities and in private development and construction projects by developing designs and providing environmental compliance inspections that protect our priceless waterways and wetlands by ensuring minimal impacts on these precious natural resources.

Kapur's natural resources services include:

- Wetland delineation, mitigation, & enhancement
- Ordinary high water mark (OHWM)
- Point of navigability determinations
- Stream corridor restoration
- Lakeshore improvements
- Stormwater, wetland, & waterway permitting
- Endangered resources certified reviewer
- Grant writing
- Construction site erosion & sediment control compliance inspection, management, & education

SCOPE OF SERVICES**INTRODUCTION**

Kapur has reviewed the RFP and Addendum documents sent out by the Village and below is Kapur's approach and understanding of the scope of services. Kapur is committed to providing the Village with all the information necessary to complete each individual task outlined in the RFP, as well as meet the proposed timelines as stated in the RFP. A summary of the costs for each individual project and task is provided in the included tables.

If Kapur is selected for multiple of these adjacent project areas, there may be some additional minor cost savings the Village could realize as some of the necessary survey collection and modeling needs overlap each other. Other cost savings that could be realized include some of the time for meetings and time spent putting together reports and models.

Aaron Groh will be the main point of contact for this project. He will oversee the project and manage the Kapur staff. Naomi Rauch and Brandi Rajala will serve as the hydrologic designers and modelers for each of the projects. Chris Sberna will provide any additional design assistance for Civil plans and specifications. Shannon will assist Naomi and Brandi in filling out the structural sections of the SSR reports and Robert Clark will manage the survey as necessary to complete each of the projects. Similar recent completed projects relating to hydraulic modeling and stream crossings can be seen in the included resumes.

PROJECT A: WAGON TRAIL AT ALT BAUER PARK / JEFFERSON DITCH CULVERT EXTENSION AT WAGON TRAIL

Task A1 Data Collection will include review of the revised floodplain mapping through the Jefferson Ditch (Tributary #1). The HEC-RAS model and HEC-HMS models have been obtained for review. This task includes review within the project area (approximately 1500-ft upstream and downstream of the subject structure) to verify that cross-section geometries are relatively consistent with available topography. Data collected will be used to determine site specific survey needs and limits.

Task A2 Field Verification includes collection of survey data as determined under Task A1. Field verification also includes a site visit by structures/hydraulic team to review site survey collected and record existing structure data for completion of the Structure Survey Report. Because the HEC-RAS model utilizes topography from 2015 the survey estimate assumes much of the cross-section data upstream and downstream of the structures is appropriate and that site specific model cross-section will be needed at the 4 bounding cross sections (2 upstream and 2 downstream) and channel bottom/bank stations at a distance of 1500-ft upstream/downstream to verify channel slope. All structure and roadway high chord elevation within 50-ft of the crossing will be gathered to support the hydraulic model and aid in preparation of the preliminary construction plans.

Task A3 Model and Preliminary Design includes preparation of a hydrology report and supporting documentation to determine the design flow rate for the structure. It is assumed that the HEC-HMS model can be used to either calculate or interpolate a flow rate at the structure location and that the input for the HEC-HMS model has been vetted for use in the preliminary mappings and thus the upstream input data is valid. This task also includes preparing the hydraulic model with memo for a proposed culvert extension. It is assumed that the overtopping of Wagon Trail during the 100-year event to the north of the culvert, as shown in the pending map revision, is acceptable for all design options if the "no rise" criteria can be met. Task A3 includes preparation for and attendance to two meetings with Village staff and one round of review comments.

Task A4 includes the completion of the structure survey report. This task will be completed with our structures and hydraulics staff.

Under Task A5 a transmittal to WDNR will be prepared demonstrating compliance with NR116 requirements for the proposed structures. One round of review comments is anticipated. A floodway encroachment analysis is

SCOPE OF SERVICES

not anticipated for this transmittal; however, conveyance areas will be mapped with respect to ineffective flow areas in the model. Transmittal will include shapefiles and CAD drawings as necessary for review.

Task A6 includes additional scope as recommended by the consultant engineer, if authorized by the Village. It was unclear if the final construction plans in Task A7 included specifications, so the preparation of construction specifications was included under this task. Additionally, per Addendum #1 additional hydraulic modeling for a full culvert replacement, if required to meet NR 116 requirements, is included.

Task A7 includes preparation of final construction plans for the chosen design alternative. The estimate for this Task does not include construction specifications, see Task A6 scope.

The scope for Project A specifically does not include a wetland delineation, waterway permitting, or FEMA Letters of Map Amendments that may be necessary to complete the work. Kapur is skilled in successful completion of these tasks and can provide a separate estimate/proposal to include this work.

PROJECT B: TRIBUTARY 1A TO JEFFERSON DITCH – STORM SEWER EXTENSION TO LILAC AND HAWTHORNE INTERSECTION

Task B1 Data Collection will include review of the revised floodplain mapping through the project reach of Tributary #1A. The HEC-RAS model and HEC-HMS models have been obtained for review. This task includes review within the project area (approximately 1500-ft upstream and downstream of the subject structure) to verify that cross-section geometries are relatively consistent with available topography. Data collected will be used to determine site specific survey needs and limits.

Task B2 Field Verification includes collection of survey data as determined under Task B1. Field verification also includes a site visit by structures/hydraulic team to review site survey collected and record existing structures data for completion of the Structure Survey Report. Because the HEC-RAS model utilizes topography from 2015 the survey estimate assumes much of the cross-section data upstream and downstream of the structures is appropriate and that site specific model cross-section will be needed at the 4 bounding cross sections (2 upstream and 2 downstream). All structure and roadway high chord elevation within 50-ft of the crossings will be gathered to support the hydraulic model and aid in preparation of the preliminary construction plans.

Task B3 Model and Preliminary Design includes modeling and preliminary design of 850-ft of new storm sewer along the west side of Division Road from the junction structure at Lilac Ln to outfall in Jefferson Ditch. Additionally, an evaluation for a new culvert crossing at Division Road will be completed for both the existing alignment and proposed new alignment for constructability. Task B3 includes an evaluation to extend the 42-inch diameter culvert extending from Hawthorne. A hydrology report and supporting documentation will be prepared to determine the design flow rate for the conveyance system. It is assumed that the HEC-HMS model can be used to either calculate or interpolate a flow rate at the structure location and that the input for the HEC-HMS model has been vetted for use in the preliminary mappings and thus the upstream input data is valid. It is also assumed that the split flow upstream of the project area in Tributary 1A and Tributary 1A Culvert will not need to be reevaluated. This task also includes preparing the hydraulic model with memo for the proposed structures. Task B3 includes preparation for and attendance to two meetings with Village staff and one round of review comments.

Task B4 includes the completion of the structure survey report. This task will be completed with our structures and hydraulics staff.

Under Task B5 a transmittal to WDNR will be prepared demonstrating compliance with NR116 requirements for the proposed structures. One round of review comments is anticipated. A floodway encroachment analysis is

SCOPE OF SERVICES

not anticipated for this transmittal; however, conveyance areas will be mapped with respect to ineffective flow areas in the model. Transmittal will include shapefiles and CAD drawings as necessary for review.

Task B6 includes additional scope as recommended by the consultant engineer, if authorized by the Village. It was unclear if the final construction plans in Task B7 included specifications, so the preparation of construction specifications was included under this task.

Task B7 includes preparation of final construction plans for the chosen design alternative. The estimate for this Task does not include construction specifications, see Task B6 scope.

The scope for Project B specifically does not include a wetland delineation, waterway permitting, or FEMA Letters of Map Amendments that may be necessary to complete the work. Kapur is skilled in successful completion of these tasks and can provide a separate estimate/proposal to include this work.

PROJECT C: MENOMONEE RIVER CULVERT REPLACEMENT AT PLEASANT VIEW DRIVE

Task C1 Data Collection will include review of the revised floodplain mapping through the project reach of Menomonee River. The current effective model is a paper copy of HEC-2 input; however, we understand that an updated HEC-RAS model is available. This task includes review within the project area (approximately 1500-ft upstream and downstream of the subject structure) to verify that cross-section geometries are relatively consistent with available topography. Data collected will be used to determine site specific survey needs and limits. It is anticipated that a review of the structure upstream at Lover's Lane will be included in this scope as the roadway appears low, overtopping is shown, and the flood profile between the two structures has little slope.

Task C2 Field Verification includes collection of survey data as determined under Task C1. Field verification also includes a site visit by structures/hydraulic team to review site survey collected and record existing structures data for completion of the Structure Survey Report. All structure and roadway high chord elevation within 50-ft of the crossings at Pleasant View and Lover's Lane will be gathered to support the hydraulic model and aid in preparation of the preliminary construction plans.

Task C3 Model and Preliminary Design includes modeling and preliminary design of proposed new box culvert to replace the existing CMP. A hydrology report and supporting documentation will be prepared to determine the design flow rate for the proposed box culvert. It is assumed that the HEC-RAS flow rate can be used to either calculate or interpolate a flow rate at the structure location. This task also includes preparing the hydraulic model with memo for the proposed structure. Task C3 includes preparation for and attendance to two meetings with Village staff and one round of review comments.

Task C4 includes the completion of the structure survey report. This task will be completed with our structures and hydraulics staff.

Under Task C5 a transmittal to WDNR will be prepared demonstrating compliance with NR116 requirements for the proposed structures. One round of review comments is anticipated. A floodway encroachment analysis is not anticipated for this transmittal; however, conveyance areas will be mapped with respect to ineffective flow areas in the model. Transmittal will include shapefiles and CAD drawings as necessary for review.

Task C6 includes additional scope as recommended by the consultant engineer, if authorized by the Village. It was unclear if the final construction plans in Task C7 included specifications, so the preparation of construction specifications was included under this task.

Task C7 includes preparation of final construction plans for the chosen design alternative. The estimate for this Task does not include construction specifications, see Task C6 scope.

SCOPE OF SERVICES

The scope for Project C specifically does not include a wetland delineation, waterway permitting, or FEMA Letters of Map Amendments that may be necessary to complete the work. Kapur is skilled in successful completion of these tasks and can provide a separate estimate/proposal to include this work, if requested.

PROJECT D: DIVISION ROAD CULVERT EXTENSION AT UNNAMED DITCH NEAR REVERE LANE

Task D1 Data Collection includes review of the revised floodplain mapping through the project reach of unnamed ditch. This area is not a mapped floodplain and therefore we are unaware of any existing hydrology or hydraulic analysis to review for this task. We anticipate the project area will extend approximately 1500-ft upstream and downstream of the subject structure including the downstream structure at Meadow Creek Way and will review existing topography for this area. Data collected will be used to determine site specific survey needs and limits. An Initial assessment is that the crossing at Meadow Creek, 500-ft downstream, may have hydraulic impacts to the culvert at Division Road.

Task D2 Field Verification includes collection of survey data as determined under Task D1. Field verification also includes a site visit by structures/hydraulic team to review site survey collected and record existing structures data for completion of the Structure Survey Report. All structure and roadway high chord elevation within 50-ft of the crossings at Division Road and Meadow Creek Way will be gathered to support the hydraulic model and aid in preparation of the preliminary construction plans.

Task D3 Model and Preliminary Design includes modeling and preliminary design of proposed culvert extension at Division Road. A hydrology report and supporting documentation will be prepared to determine the design flow rate for the proposed box culvert. It appears that no detailed hydrologic analysis is available for this location. It is anticipated that the hydrologic analysis will include a TR-55 methodology and regression equation analysis for a second method. Additionally, the HEC-HMS model for the adjacent watersheds, of similar land use, can be used to verify a reasonable design flow rate. This task also includes preparing the hydraulic model with memo for the proposed structure. It was assumed that there is no hydraulic model for this area, thus this task includes creating a georeferenced HEC-RAS model to define the waterway and structure geometries. This scope will include survey to verify channel definition (channel invert, left and right bank elevations) at approximately 250-ft intervals for approximately 1500-ft upstream and downstream of Division Road. County contours / LiDAR will be used outside of the main channel. Task C3 includes preparation for and attendance to two meetings with Village staff and one round of review comments.

Task D4 includes the completion of the structure survey report. This task will be completed with our structures and hydraulics staff.

Under Task D5 a transmittal to WDNR will be prepared demonstrating compliance with NR116 requirements for the proposed structures. One round of review comments is anticipated. A floodway encroachment analysis is not anticipated for this transmittal; however, conveyance areas will be mapped with respect to ineffective flow areas in the model. Transmittal will include shapefiles and CAD drawings as necessary for review.

Task D6 includes additional scope as recommended by the consultant engineer, if authorized by the Village. It was unclear if the final construction plans in Task D7 included specifications, so the preparation of construction specifications was included under this task.

Task D7 includes preparation of final construction plans for the chosen design alternative. The estimate for this Task does not include construction specifications, see Task D6 scope.

The scope for Project D specifically does not include a wetland delineation, waterway permitting, or FEMA Letters of Map Amendments that may be necessary to complete the work. Kapur is skilled in successful completion of these tasks and can provide a separate estimate/proposal to include this work, if requested.

SCOPE OF SERVICES



PROJECT SCHEDULE

Kapur is committed to adhering to the proposed schedules and timelines outlined within the RFP and subsequent Addendums and have the available staff to begin working on each individual project as instructed by the Village. It is noted that Project A is the highest priority to complete as it is intended to be included in the Village's proposed 2025 Street Program Contract. Project B is contingent upon WeEnergies coordination efforts and subsequent impacts from the proposed improvements. Project C starting is contingent on the SMA for ARIP fundings being fully executed, and Project D will proceed with the anticipation of being included as part of the Phase 2 construction of Division Road.

AARON GROH, PE

Associate/Milwaukee Municipal Manager



EDUCATION

BS, Civil Engineering
University of Wisconsin-
Platteville, 1999

PROFESSIONAL EXPERIENCE

1999-Present
Kapur, Milwaukee, WI

PROFESSIONAL AFFILIATIONS

American Society of Civil
Engineers (ASCE)

American Public Works
Association (APWA)

REGISTRATION

Professional Engineer
WI (#37087)

PROFILE

A project manager with 25 years of experience, Aaron oversees Kapur's municipal team. Responsible for quality control, coordination and design, public involvement, and client satisfaction, his experience includes urban and rural design for roadway and highway reconstruction and rehabilitation, planning, design, and coordination of utilities, stormwater management, permitting, construction management, and agency coordination.

PROJECT EXPERIENCE

Owners Representative Services, Sheboygan, WI

In overseeing over 100 employees and 10 supervisors/superintendents, Aaron attended weekly committee and council meetings and met weekly with department leads, the mayor, and city administrators to progress projects involving over \$500 million in improvements and the acquisition of over \$20 million in grant funding. Additionally involved in the planning of revitalizing two of the City's most renowned features – Fountain Park and the Sheboygan Waterfront and Master Plan projects – Aaron also lent his expertise in providing guidance on design, land acquisition, utility relocation, permitting, site design, phased layout review, TIA, environmental, geotechnical, public involvement, agency coordination with WisDOT and WDNR, and budgeting, including the Department of Public Works budget of nearly \$45 million for 2024.

Forest Avenue, Plymouth, WI

Project manager for the reconstruction of 0.5 miles of urban roadway. Services included survey, sanitary sewer, water main, storm sewer, and full roadway reconstruction. Acquired WDNR permits and coordinated with the historical society as three homes and a cemetery on the project were registered. Completed all agency and utility coordination, prepared construction documents, and performed construction management.

Leonard's Way/STH 67/Path, Elkhart Lake, WI

Project manager and Owner's Representative for the development of two residential projects through TID and the completed design of 4,000 feet of new sidewalk and shared-use path. Reviewed and approved developers' plans, coordinated with Village and Ehlers for TID projects and boundaries. Also designed new curb and gutter to be added to an existing rural section of STH 67 to serve the development. Coordinated with and received approvals from WisDOT to change the cross-section and reduce the speed limit entering Elkhart Lake. Acquired all permits, coordinated with all utilities, and completed construction management.



EDUCATION

BS, Civil Engineering
University of Wisconsin-
Platteville, 2014

PROFESSIONAL EXPERIENCE

2015-Present
Kapur, Milwaukee, WI

2014 Intern
Kapur, Milwaukee, WI

REGISTRATION

Professional Engineer
WI (#46803)

PROFILE

A project engineer with 10 years of experience, Chris is responsible for the design and preparation of cost estimates, construction documents, and specifications for municipal engineering projects. He has experience in street design, underground utility design, construction management, and inspection.

PROJECT EXPERIENCE

St. Francis Neighborhood Reconstruction Phase 1, Greenfield, WI

Project engineer responsible for aiding in the design and preparation of construction and bidding documents for the reconstruction of 1.2 miles of roadway. Chris also prepared cost estimates and performed construction management and inspection for the project, including, overseeing 3,900 feet of storm sewer installation, street lighting, grading, curb and gutter, and paving operations. Coordination with City staff, contractor, and homeowners was a continual effort to keep the project on schedule and the public aware of the upcoming work.

Northern Interceptor Sewer, Kohler, WI

Project engineer responsible for construction management and inspection for 1.3 miles of new sanitary interceptor sewer. Chris also was responsible for overseeing jack & bore operations underneath several roadways, including I-43, and underneath a tributary of the Sheboygan River. Coordination with WisDOT staff, several municipalities, private businesses, and the contractor was a continual effort to keep the project on schedule.

Grand Avenue & Spring Street Reconstruction, Random Lake, WI

Project engineer responsible for the design, acquiring permits, and preparation of construction and bidding documents, for the reconstruction of 1 mile of roadway. The design also included 2,000 feet of new storm sewer, replacement of water main and sanitary sewer, ADA-compliant curb ramps, and concrete sidewalk. Chris also prepared cost estimates and performed inspection for the project, including grading, curb and gutter, sidewalk, and paving operations.

Appleton Street Reconstruction, Plymouth, WI

Project engineer responsible for the design, preparation of cost estimates, acquiring permits, and construction and bidding documents for the rehabilitation of 800 feet of roadway and reconstruction of 1 mile of roadway. The design also included the assessment of existing concrete sidewalk and curb and gutter for spot repair, 500 feet of new storm sewer, replacement of water main and sanitary sewer, assessment and rehabilitation of sanitary sewer, ADA-compliant curb ramps, concrete sidewalk, and retaining wall layout.

Russel Court & Lisbon Road Water Main, Menomonee Falls, WI

Project engineer responsible for the design, preparation of cost estimates, acquiring permits, and construction and bidding documents for the replacement of 1,600 feet of water main, including new hydrants, valves, and connections into an existing well and pump house. Chris also performed inspections for the project, including water main installation, grading, and paving operations. Coordination between Village Engineering and Water Department Staff, and Waukesha County Staff was critical to keep the well and pump houses operational throughout construction.



EDUCATION

BS, Civil Engineering
University of Wisconsin-
Madison, 1998

PROFESSIONAL EXPERIENCE

2019-Present
Kapur, Burlington, WI

CERTIFICATIONS

Certified Floodplain
Manager

REGISTRATION

Professional Engineer
WI (#36098)

PROFILE

A project engineer with 12 years of experience, Naomi is responsible for providing engineering services to our municipal clients, including site plan reviews, ordinance development, grant writing, technical writing, and project management through the development process. Naomi has a strong background in stormwater management, drainage system design, and hydrology/hydraulic studies.

PROJECT EXPERIENCE

Wisconsin Avenue Bridge Replacement, Wauwatosa, WI

Hydraulic engineer for the replacement of a single-span deck girder bridge with a two-span haunched slab bridge over Honey Creek. This local program project had complex hydraulic and geotechnical challenges. The existing structure was known to overtop during peak rainfall events, and hydraulic analysis was performed to determine the height of overtopping and provide a wider opening to eliminate bridge flooding as well as provide for future pedestrian facilities under the bridge. Services provided included modeling existing and proposed conditions, calculating scour, coordinating with an adjacent stream improvement project, writing a hydraulic report, and providing hydraulic information for review with the preliminary structure plan and SSR submittal.

Silver Creek Zone A Floodplain Determination, Random Lake, WI

Performed hydrology study using HEC-HMS for unstudied Zone A reach of Silver Creek that included a critical duration analysis and regression equation calculations. Successfully complete a backwater hydraulic analysis of Silver Creek for the Wisconsin Department of Natural Resources (WDNR) and Federal Emergency Management Agency (FEMA) approval of a Zone A 100-year floodplain elevation along the study reach. Coordinated study results with regulatory agencies, client, and design team.

Geneva Lake Dam, Geneva Lake Level Corporation, Lake Geneva, WI

Performed 10-year inspection and completed reports for Wisconsin Department of Natural Resources (WDNR) approval. Updated Emergency Action Plan and Inspections, Operations, and Maintenance Manual for Geneva Lake Level Corporation (GLLC). Tracked and performed quarterly inspections, provided recommendations for repairs, coordinated with contractor and structural engineer for temporary repairs, and prepare a technical summary of permanent repairs for consideration by GLLC. Coordinate with municipalities and permitting agencies.



EDUCATION

MS, Civil Engineering
Michigan Technological
University, 2020

BS, Civil Engineering
University of Minnesota-
Twin Cities, 2016

PROFESSIONAL EXPERIENCE

2021-Present
Kapur, Milwaukee, WI

PROFILE

Brandi has two years of experience working in the municipal department at our Burlington office, providing preliminary and final designs for roadways, public utilities, pedestrian facilities, and sidewalks. She has assisted with drainage analysis, site design, utility design, agency permitting, and bid preparation. Brandi also has experience in construction management, including inspection, pay applications, quantity verification, and ensuring specification compliance.

PROJECT EXPERIENCE

Lamparek Creek Restoration Phase I, Mt. Pleasant, WI

Construction inspection and management of floodplain grading and wetland creation along the banks of Lamparek Creek. The project included two culvert removals, willow shrub harvesting and replanting, and grading and transforming of approximately 1.4 acres of agricultural lands into a floodplain area.

Commerce Street Mayline, Sheboygan, WI

Brandi performed GeoHEC-RAS hydraulic modeling and imported and updated the existing HEC-2 model to run in the GeoHEC-RAS program. She modeled existing conditions and compared them against the existing HEC-2 model from FEMA. Brandi will also model the proposed conditions for this ongoing project.

Otter Creek Bridge Replacement, Sheboygan County, WI

Conducted hydrologic and hydraulic (H&H) modeling using GeoHEC-RAS. This project included coordination with Kapur's Structural and Transportation Departments to refine the proposed model for the new bridge alignment and subsequent grading. Brandi performed the existing and proposed modeling conditions, calculating scour, writing a hydraulics report, and providing hydraulic information for review alongside the preliminary structure plan.

Germantown Power Plant, Germantown, WI

Modeled an existing stormwater pond to show it met original stormwater management plan requirements and current DNR requirements. Modeled water quantity using HydroCAD for stormwater, processed water, and ice tank discharge. Modeled water quality using WinSLAMM for stormwater, processed water, and ice tank discharge. Compiled findings in memo with supporting documentation.



PROFILE

Shannon is a structural engineer assisting in the delivery of transportation, structural, and construction projects. With 17 years of experience in both the design and construction of roadways and structures, Shannon can analyze a project from multiple viewpoints. Her involvement in projects from concept to final product makes her a strong asset to the team. She also is responsible for creating construction plans and providing construction inspections.

EDUCATION

BS, Civil Engineering
Marquette University,
2010

PROFESSIONAL EXPERIENCE

2010-Present
Kapur, Milwaukee, WI

REGISTRATION

Professional Engineer
WI (#44309),
MI (#6201309036),
IN (#12300893)

PROJECT EXPERIENCE

Wisconsin Avenue Bridge Replacement, Wauwatosa, WI

Structural engineer for design of a two span haunched slab bridge. This local program project has entailed complex utility coordination, hydraulic and geotechnical challenges, coordination with Milwaukee County Parks, and historical documentation and coordination. Responsibilities included pier design, QAQC of slab design and plan details, and coordination with other disciplines.

Box Culvert Repairs - STH 167 over Little Menomonee Creek, Mequon, WI

Structural engineer for design of repair plans for the Twin-cell Box Culvert carrying STH 167 over Little Menomonee Creek. The project involved providing plan details for wingwall strapping, surface repairs, and riprap placement.

CTH KR Box Culvert, Mount Pleasant, WI

Structural designer for a reconstruction of a two-cell concrete box culvert carrying the Kilbourn Road Ditch. The project involved hydraulic and geotechnical coordination during the design.

Silver Creek Cascade Road Bridge over the North Branch Milwaukee River, Sherman, WI

Structural designer for the reconstruction of a single-span prestressed concrete girder bridge. The bridge included a pile encased pier and abutments with heavy riprap. The project involved hydraulic and geotechnical coordination during the design.



EDUCATION

AD, Civil Engineering
Technology
Northeast Wisconsin
Technical College, 1999

PROFESSIONAL EXPERIENCE

2020-Present
Kapur, Appleton, WI

2018-2019
Payne & Dolan, Appleton,
WI

1999-2018
GRAEF, Green Bay, WI

PROFESSIONAL AFFILIATIONS

Wisconsin Society of
Land Surveyors

National Society of
Professional Surveyors

REGISTRATION

Professional Land
Surveyor
WI (#2710)



*Wisconsin Society
of Land Surveyors
Northeast Chapter
Director*

PROFILE

Robert has 25 years of experience in the surveying industry including boundary surveys, ALTA surveys, hydraulic surveys, bathymetric surveys, control surveys, topography surveys, construction surveys, and construction staking.

PROJECT EXPERIENCE

2019 Waupaca County GPS, Waupaca County, WI

PLSS section corner GPS and maintenance in the Townships of Union, Dupont, and Wyoming. Project manager for updating monument record tie sheets and providing county coordinates for 320 section corners in the three townships.

USH 41/STH 441 Tri-County Expansion, Winnebago, Outagamie, & Calumet Counties, WI

This interchange reconstruction project for US 41 and STH 441 is part of the initiative to convert Highway 41 to an interstate highway. It consists of 12 miles of road reconstruction, eight interchanges, 100 bridge piers, 40 bridge abutments, and seven ponds. As corridor surveyor, Robert's tasks included maintaining project control, using plans to prepare survey files, checking construction layouts, monitoring bridges, and calculating quantities.

Bellevue TID #1 Infrastructure Development, Bellevue, WI

Robert provided topographic survey, ALTA survey, and construction staking for storm sewers, sanitary sewers, water mains, curbs and gutters, stormwater detention ponds, and street lighting for this 60-acre infrastructure development for Costco.

USH 41, WisDOT, Outagamie & Winnebago Counties, WI

Robert performed the monumentation transportation project plat of the USH 41 corridor for 8 miles of roadway.

Glatfelter Mill Site Development, Neenah, WI

Robert conducted construction staking, construction oversight, residence inspection, ALTA surveys, CSM, material, and volume surveys.

Shamrock Bog Wetland Restoration

The project converted a 50-acre existing cranberry bog to a permanent wetland site. Robert provided topographic survey, easement description, construction staking, construction oversight, and as-built survey.

Herb and Dolly Smith Park, Neenah, WI

Robert provided construction staking, construction oversight, topographic survey, CSM, and volume surveys for this redeveloped site for a new city park on Little Lake Butte De Morts.

Village of Germantown, Wisconsin

	TASK	Project Manager	Project Engineer III	Project Engineer II	Staff Engineer II	Project Surveyor	Survey Crew	Tech III	Total Task Hours	Total Task Cost
		\$190.00	\$170.00	\$140.00	\$130.00	\$165.00	\$155.00	\$130.00		
Project B	Tributary 1A to Jefferson Ditch - Storm Sewer Extension to Lilac and Hawthorne Intersection									
Task B1	Data Collection									
	Review FIRMS/FIS	--	1	--	2	--	--	--	3	\$ 430
	Review the hydrologic and hydraulic models, topographic data	--	1	--	4	--	--	--	5	\$ 690
	SUBTOTAL TASK B1	--	2	--	6	--	--	--	8	\$ 1,120
Task B2	Field Verification									
	Site Specific Survey	--	--	--	--	6	24	10	40	\$ 6,010
	Update models with survey data as necessary	--	2	--	12	--	--	--	14	\$ 1,900
	Site Visits (Structures/Hydraulics)	--	10	--	--	--	--	--	10	\$ 1,700
	SUBTOTAL TASK B2	--	12	--	12	6	24	10	64	\$ 9,610
Task B3	Model and Complete Preliminary Design to Extend Culverts									
	2 meetings with Village Staff and one round of review comments	2	4	--	4	--	--	--	10	\$ 1,580
	Model and complete Preliminary Design to construct 850-ft new storm sewer	--	4	--	12	--	--	--	16	\$ 2,240
	Evaluate new road crossing culvert to replace twin culverts - same alignment	--	1	--	6	--	--	--	7	\$ 950
	Evaluate new road crossing culvert to replace twin culverts - new alignment	--	1	--	6	--	--	--	7	\$ 950
	Evaluate extension to existing 42-inch diameter culvert extending to Hawthorne	--	2	--	8	--	--	--	10	\$ 1,380
	Generate and deliver hydrologic report with supporting data	--	1	--	8	--	--	--	9	\$ 1,210
	Generate and deliver hydraulic report and updated HEC-RAS model with memo	--	4	--	8	--	--	--	12	\$ 1,720
	Generate and deliver preliminary drawings to submit to with SSR	--	--	4	--	--	--	16	20	\$ 2,640
	SUBTOTAL TASK B3	2	17	4	52	--	--	16	91	\$ 12,670
Task B4	Complete Structure Survey Report									
	Complete Report	--	12	--	--	--	--	--	12	\$ 2,040
	SUBTOTAL TASK B4	--	12	--	--	--	--	--	12	\$ 2,040
Task B5	Prepare Transmittal to WDNR, including H&H Checklist									
	Prepare and send Draft Documents to Staff	1	4	--	12	--	--	--	17	\$ 2,430
	Revisions to address one round of Staff Comments	--	4	--	8	--	--	--	12	\$ 1,720
	SUBTOTAL TASK B5	1	8	--	20	--	--	--	29	\$ 4,150
Mileage										\$ 400
	TOTAL TASKS (B1-B5):	3	51	4	90	6	24	26	204	\$ 29,990
Task B6	If Authorized T&M, consultant to identify additional scope items for consideration									
	Include construction specifications with final construction drawings	--	--	4	--	--	--	--	4	\$ 560
	SUBTOTAL TASK B6	--	--	4	--	--	--	--	4	\$ 560
Task B7	If Authorized, complete final construction drawings	--	--		--	--	--	--	--	\$ -
	Preparation of Final Construction Drawings (specifications in Task B6)	--	--	16	--	--	--	16	32	\$ 4,320
		--	--		--	--	--	--	--	\$ -
	SUBTOTAL TASK B7	--	--	16	--	--	--	16	32	\$ 4,320
	TOTAL TASKS (B1-B7):	3	51	24	90	6	24	42	240	\$ 34,870

January 31, 2025

Engineering Services:
Village of Germantown
**Hydrologic & Hydraulic
Analysis Culvert Projects**



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Cover Letter

January 31, 2025

Mr. Kevin Driscoll, P.E.
Village Engineer
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

raSmith

CREATIVITY BEYOND ENGINEERING

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

RE: Request for Proposal (RFP)
Hydrologic & Hydraulic Analysis Culvert Projects

Dear Mr. Driscoll:

raSmith is pleased to be considered to perform a hydrologic and hydraulic analysis of project areas associated with culvert work at stream crossings. These analyses will support safety improvements, which play an important role in the Village of Germantown's road program. We are prepared to provide exceptional service to the Village for this project. The following key strengths set us apart:

Extensive Experience

At raSmith, our municipal services division is exclusively dedicated to meeting the needs of local municipalities. With our industry knowledge and reputation as a trusted advisor, we take pride in providing the right expertise for every project. Our project team includes two certified floodplain managers (CFM) — Riley Stone, P.E., CFM, and Brad Hartjes, P.E., CFM. As you'll see in our proposal, we have extensive experience collaborating with clients to successfully complete hydrologic and hydraulic analyses for similar projects.

Although our certified floodplain managers are part of our municipal group at raSmith, their expertise often benefits our other divisions such as Site Design and Transportation. We have completed various types of floodplain projects to meet our clients' needs. Our strong relationships with the floodplain staff at the Wisconsin Department of Natural Resources (WDNR) will help to streamline the review process because we understand the quality of submittals that they require to issue NR 116 concurrences. Similarly, our certified floodplain managers are often involved in projects that are funded by the Wisconsin Department of Transportation (WisDOT) and require submittals to the Bureau of Structures (BOS). We will leverage this experience to provide a complete and efficient design of the waterway crossings.

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 examine each project individually to identify and recommend the best solutions. raSmith meets the needs of our clients with innovative approaches and designs based on a thorough understanding of hydrology, hydraulics, and ecological systems.

We aim to provide a design that lasts long after construction and avoids potential negative impacts to upstream landowners. We also adopt a cost-conscious approach, ensuring that projects are completed efficiently without compromising quality. We intentionally itemized components that could potentially be removed after further discussions at a project kick-off meeting.

raSmith anticipates starting with the review of the regulatory hydraulic models to help determine what survey information will be critical to collect before we begin our modeling efforts. We will then obtain the essential survey data and combine it with any Village survey or LiDAR data to complete the data set for each analysis. WDNR and FEMA require that any changes to these hydraulic models are meticulously documented. We will start by running the regulatory model without any changes, which is considered to be the duplicate effective model (DEM). The next model, corrected effective model (CEM), will be used to provide updates with more recent topographic data, survey information for the waterway crossing, and corrections to any modeling errors that may exist in the regulatory model. This model will be used as the basis to compare to the proposed model for any change in flood stages. When preparing the proposed models, we will take into account any modifications to the existing roadway and input from Village staff. Once a suitable alternative has been selected, raSmith will prepare the necessary documentation to support a submittal to BOS, if necessary, along with a submittal to WDNR for NR 116 concurrence. Floodplain projects often have an increased level of detail, as increases of 0.01 feet are not allowed. We will plan to include that same level of detail with our design and documentation of our hydrologic and hydraulic analysis.

Cover Letter

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 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 these projects.

Sincerely,
raSmith

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

*raSmith is well qualified to deliver practical,
cost-efficient solutions for the Village.*

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.



Waukesha Area 7 Stormwater Management - Waukesha, 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.

Stormwater Management

Rainfall patterns and intensities have been ever-changing in recent years, and our staff have firsthand knowledge of these effects. raSmith is a trusted advisor to our public and private sector clients. We have applied our knowledge and capabilities in the stormwater industry to analyze areas and provide creative solutions to effectively manage stormwater runoff. Our team has vast experience in designing stormwater infrastructure and best management practices for water quality and water quantity benefits. Our stormwater management design expertise is applied to land development and redevelopment projects (commercial, residential, roadways, and parks) as well as transportation systems and municipal TIF developments, including the preparation of master stormwater management plans.

Our clients' stormwater needs are met with innovative approaches and designs based on a thorough understanding of hydrology, hydraulics, and ecological systems. We face regulatory requirements with careful attention honed by years of successful stormwater solutions. Our water resources and stormwater engineers develop sustainable solutions for landowners, municipalities, county agencies, sewerage districts, consulting firms, private businesses, and developers.

Team Qualifications

Village of Germantown
Kevin Driscoll, P.E., Village Engineer
Matt Mortwedt, Director of Public Works



Troy Hartjes, P.E.
Project Manager

Hydrologic/Hydraulic Analysis

Riley Stone, P.E., CFM
Lead Designer/Engineer

Brad Hartjes, P.E., CFM
Project Designer/Engineer

Team Qualifications



Troy T. Hartjes, P.E.

Project Manager

Troy has 30 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

- Lincoln Avenue Reconstruction, New Berlin, WI
- Potter Road and 109th Street, Wauwatosa, WI
- Calhoun Road Reconstruction, City of New Berlin, WI
- Keup Road Reconstruction, City of Cedarburg, WI
- 116th Street Reconstruction, Village of Hales Corners, WI
- Breuer Park, Slinger, WI
- Menomonee River Parkway Renewal, Milwaukee County, WI
- Root River Parkway, Milwaukee, 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
- 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
- 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
- Edgerton Avenue Reconstruction, Village of Hales Corners, WI
- Rogers Drive Reconstruction, City of New Berlin, WI
- Grange Avenue Reconditioning, Village of Hales Corners, WI
- Sussex Street and Maiden Lane Rehabilitation, Village of Pewaukee, WI

Team Qualifications



Riley R. Stone, P.E., CFM

Lead Designer/Engineer

With 10 years of experience, Riley has primarily focused on the areas of stormwater management and flood control to solve surface water problems. He has completed drainage designs for site developments and transportation projects as well as prepared various feasibility studies. His knowledge of stormwater requirements and floodplain regulations help to streamline and develop successful projects. Riley has a strong background in hydrologic and hydraulic analyses and the modeling techniques associated with those types of projects. His design and modeling experience enables him to be a reliable plan reviewer for various clients. He also conducts erosion control inspections and assists communities in meeting their MS4 requirements.

Education

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

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

Professional Registration

Professional Engineer: WI (No. 48601-6)

Certification

Certified Floodplain Manager, Association of State Floodplain Managers

Professional Affiliations

Wisconsin Association for Floodplain, Stormwater, and Coastal Management

Software Proficiency

AutoCAD Civil 3D
ArcGIS
WinSLAMM
HEC-RAS
HEC-HMS
HydroCAD
Hydraflow
CulvertMaster
XPSWMM
PCSWMM

Project Experience

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
- Lightning Drive Extension, City of Appleton, WI
- Chateau Eau Plaines Storm Sewer, Village of Pleasant Prairie, WI
- Ozaukee County Fish Passage, Ozaukee County, WI

Stormwater Analysis & Design

- Potter Road Flood Modeling, City of Wauwatosa, WI
- Lincoln Avenue Culvert Replacement, City of New Berlin, WI
- Bay Lane Drive Reconstruction, City of Muskego, 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
- Watertown Plank Road Flood Modeling, City of Wauwatosa, WI
- Waukesha Area 7, City of Waukesha, 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

Team Qualifications



Brad L. Hartjes, P.E., CFM

Project Designer/Engineer

With 30 years of civil engineering experience, Brad has specialized in municipal, water resource, and site development projects. He has focused extensively on water resource aspects, such as stormwater management reviews, stormwater detention and compensatory storage determination hydrologic and hydraulic analysis, comprehensive watershed studies, and flood control and flood improvement.

From a site development perspective, Brad's projects have included the residential, commercial, and industrial markets for both the public and private sectors. He uses his skills in stormwater management permitting, site plan development, grading and earthwork analysis, plan and profiles, utility layout and design, wetland coordination, and geotechnical coordination to ensure success for his clients' projects.

Municipal projects include: regional stormwater management planning and design; public works facilities, fire stations, school district projects, roadway reconstructions and extensions, municipal land planning, and utility coordination; drainage studies for roadway extensions and reconstructions; and DNR and Erosion and Sediment Control permitting.

Education

B.S. Civil Engineering, University of Wisconsin-Platteville, 1994

Professional Registrations

Professional Engineer: Wisconsin (No. 45256-6), Illinois (No. 062-053274)

Certifications

Certified Floodplain Manager, Association of State Floodplain Managers

Professional Affiliations

NorthEast Wisconsin Stormwater Consortium (NEWSC) Chair – Building and Development Committee, Member of Leadership Council

Wisconsin Association for Floodplain, Stormwater, and Coastal Management (WAFSCM) - Member

Presentations

Erosion Control Workshop (NEWSC)- Presenter - March 2022

Erosion Control Workshop (Building Inspectors Association of Northeast Wisconsin) – Presenter - November 2022

Project Experience

Permitting, Hydrologic & Hydraulic Analysis

- Lightning Drive Extension over Apple Creek North and Apple Creek Northeast, City of Appleton, WI
- Evergreen Farm Grand Entrance, Kenosha County, WI
- Greenway Court Culvert Replacement, Kenosha County, WI
- County CE Culvert Study, Outagamie County Highway Department, Outagamie County, WI

Flood Control & Flood Improvement

- Green Bay Drainage Study, City of Green Bay, Green Bay, WI
- Fox Crossing Drainage Study, Village of Fox Crossing, Fox Crossing, WI
- Addison Creek Flood Control Reservoir, MWRDGC, Bellwood, IL
- River Forest Flood Mitigation Study, Village of River Forest, River Forest, IL
- Forest Park Sewer Separation Evaluation, Village of Forest Park, Forest Park, IL
- Stormwater Management Plan, Village of Harwood Heights, Harwood Heights, IL

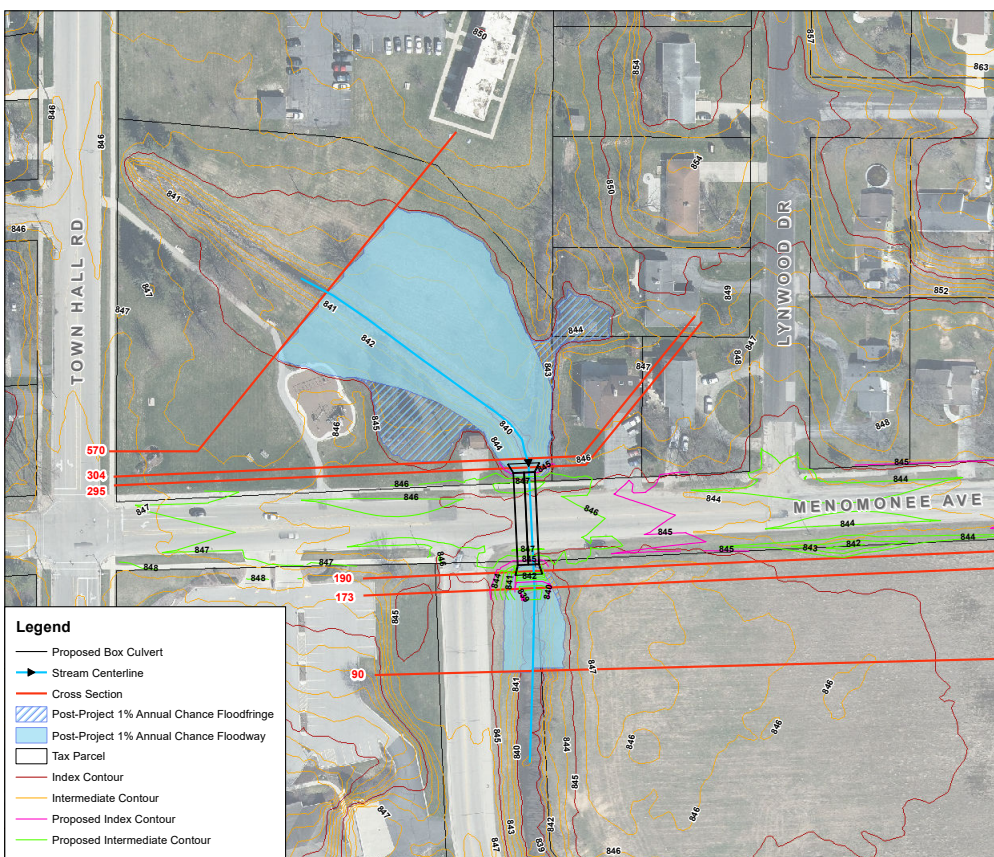
Municipal Services

- City of Appleton Stormwater and Erosion and Sediment Control Review, City of Appleton, WI
- City of Kaukauna Phase IV Public Works Expansion, Kaukauna, WI
- Lightning Drive Roadway Extension, City of Appleton, WI
- Will County Stormwater Management Planning Committee Consulting Services, Will County, IL
- Town of Freedom Fire Station, Town of Freedom, WI

raSmith

CREATIVITY BEYOND ENGINEERING

Similar Projects



Menomonee Avenue

Menomonee Falls, WI

The 1.4-mile urban Menomonee Avenue corridor, from Town Hall Road to WIS 175 (Appleton Avenue) in the Village of Menomonee Falls, was reconstructed with a road diet to improve safety. This SE Region Local Program roadway improvement project was modeled in Civil 3D to deliver an efficient plan that is simple to construct. Existing sidewalk was replaced along the north side of the road, and new sidewalk was added along the south side of the road. The design included 46 curb ramps along the corridor.

The Menomonee Avenue project also included the completed replacement of the storm sewer system and a new 20' x 5' box culvert structure. Hydrologic and hydraulic calculations were performed for the culvert crossing, as the crossing was not located within a mapped floodplain area. The modeling efforts help to prepare a design that eliminates the frequent overtopping of Menomonee Avenue and avoids any increase in flood stages. The calculations were submitted to the BOS for their review and approval. The culvert crossing is expected to begin construction in February 2025.

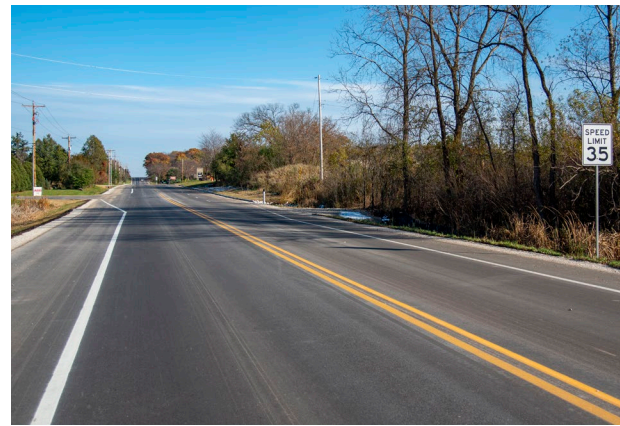
Client

Village of Menomonee Falls

Project Team

Riley Stone, P.E., CFM
Caleb Manske, P.E.
Brenden Johnson, P.E.
David Reichert

Similar Projects



Lincoln Avenue Reconstruction

New Berlin, WI

The City of New Berlin made improvements on Lincoln Avenue to enhance drainage road conditions. The work consisted of rural to rural and urban road reconstruction with new curb & gutter, ditching, intersection improvements, new storm sewer, and a new box culvert. The road was built over and through wetlands and very poor subsoils. Based on a life-cycle cost analysis using a pavement design report, the road design included multiple typical cross-sections to bridge the bad soils with various depths of pavement and geotechnical reinforcements included in the final roadway plans. raSmith worked with the WDNR to design a new structure crossing a navigable waterway that addressed the eroding side banks adjacent to the roadway.

Approximately 8,200 feet of roadway was reconstructed with ditches and new curb & gutter to alleviate drainage issues and improve the failed pavement. The project included traffic signal design at the intersection of Lincoln Avenue and Calhoun Road. An extensive amount of wetlands needed to be disturbed due to the widening of the existing roadway to meet current City standards and an old, failing box culvert was replaced. The design team worked with the WDNR to obtain all necessary permits for wetlands and waterway disturbance. Other permitting included stormwater management for MMSD which involved bioswale design to meet water quantity and quality requirements.

Client

City of New Berlin

Project Team

Troy Hartjes, P.E.
Matt Garon, P.E.
John Bruggeman, P.E., PTOE
Riley Stone, P.E., CFM
Paul Schafer, P.E.

Similar Projects



Oakes Road Reconstruction

Mount Pleasant, WI

raSmith provided civil engineering, surveying, and construction services to the Village of Mount Pleasant for the reconstruction of Oakes Road. Oakes Road is a major north-south thoroughfare that stretches from WIS 20 (Washington Avenue on the north) to WIS 11 (Durand Avenue on the south). The Oakes Road corridor was reconstructed north of 16th Street to improve traffic flow, while also accommodating future traffic volumes.

The northbound lane at 16th Street had substandard horizontal geometrics (trap lanes) due to the existing culverts not accommodating the appropriate merging taper. The trap lane was removed and the roadway widened to accommodate two full lanes of northbound traffic. The southbound traffic approaching 16th Street did not have adequate storage for the southbound to eastbound movement; therefore, the eastbound turn lane was extended to accommodate current and future traffic. Finally, the southern portion of the project included a rural to urban cross-sectional conversion. Due to the conversion, curb & gutter, along with a storm sewer system and wet detention basin were designed and constructed.

Sidewalks and crosswalks were designed and installed from 16th Street to Washington Avenue to provide pedestrian access to not only J. I. Case High School but also to the surrounding residential neighborhood. The Pike River crossing was the last non-fish passageway within the Village of Mount Pleasant limits. The Oakes Road reconstruction project replaced the three existing steel plate culverts with two pre-cast 12'x7' and 10'x8' concrete box culverts and provided fish passage for future migrating salmon and other aquatic species. In coordination with the Wisconsin Department of Natural Resources, natural light tunnels were designed and constructed to aid in the fish passage. raSmith staff evaluated the crossing replacement using HEC-RAS and worked through both WDNR and FEMA to obtain a Letter of Map Revision (LOMR).

Client

Village of Mount Pleasant

Project Team

Jason Feucht, P.E.
Riley Stone, P.E., CFM
Robert Wielgos, P.E.

Similar Projects



Before: Perched Culvert



After: Perched Culvert

Ozaukee County Fish Passage

Various Sites in Ozaukee County, WI

Ozaukee County wanted to remove fish passage impediments at various sites throughout the county. raSmith, along with Fish Creek Restoration LLC, helped to design and engineer solutions that would reconnect and enhance the existing habitat in the tributaries to the Milwaukee River and Lake Michigan. At some sites, deteriorating and perched culverts were replaced with newly designed culverts embedded into the stream bed. At other sites where culvert conditions did not necessitate a full replacement, a design of the downstream area was prepared to promote resting areas as well as to increase the base flow water levels within an upstream culvert. Another site, near Tendick Park in the Town of Saukville, required a design to relocate an existing waterway away from a county highway while providing two new culvert crossings as well as the meandering of the newly located channel. At the upstream end of the channel relocation, two wetland scrapes were designed to provide an area for spawning. As part of this design, raSmith worked to minimize excavation volumes while also worked to design excess material fill locations to minimize haul distances and maintain a natural appearance.

As part of the various designs for the County, raSmith staff prepared hydraulic models using HEC-RAS to analyze the effects of the stream work in regard to the base flood elevations. Technical memorandums were provided to the County to document any considerations used for the basis of the design.

Client

Ozaukee County

Project Team

Riley Stone, P.E., CFM

Project Cost

	Hydrologic & Hydraulic Analysis Culvert Projects Village of Germantown	Project Manager - T. Hartjes, P.E.	Lead Engineer- Stone, P.E., CFM	Project Engineer- B. Hartjes, P.E., CFM	Survey 2 man crew or robotics	TOTAL
	Project A - Jefferson Ditch Culvert Extension at Wagon Trail					
A1	Data Collection		3	1		4
A2	Field Verification		6			6
A3	Model and Complete Preliminary Design to Extend Culverts	2	32	10		44
A4	Complete Stream Crossing Structure Survey Report	2	6	2		10
A5	Prepare Transmittal to WDNR	1	2	1		4
	Project A Subtotal (Base)	5	49	14		68
		\$950	\$8,967	\$2,562		\$12,479
A6	Additional Survey Collection				22	22
A7	Final Construction Drawings	2	12	4		18
	Project A Subtotal (If Authorized)	2	12	4	22	40
		\$380	\$2,196	\$732	\$4,290	\$7,598
	Project A Total (Base + If Authorized)					\$20,077
	Project B - Trib 1A to Jefferson Ditch Storm Sewer Extension					
B1	Data Collection		3	1		4
B2	Field Verification		6			6
B3	Model and Complete Preliminary Design to Extend Culverts	2	42	10		54
B4	Complete Stream Crossing Structure Survey Report	2	6	2		10
B5	Prepare Transmittal to WDNR	1	2	1		4
	Project B Subtotal (Base)	5	59	14		78
		\$950	\$8,797	\$2,562		\$14,309
B6	Additional Survey Collection				17	17
B7	Final Construction Drawings	2	26	6		34
	Project B Subtotal (If Authorized)	2	26	6	17	51
		\$380	\$4,758	\$1,098	\$3,315	\$9,551
	Project B Total (Base + If Authorized)					\$23,860
	Project C - Menomonee River Culvert Replacement					
C1	Data Collection		3	1		4
C2	Field Verification		8			8
C3	Model and Complete Preliminary Design to Extend Culverts	2	26	10		38
C4	Complete Stream Crossing Structure Survey Report	2	6	2		10
C5	Prepare Transmittal to WDNR	1	2	1		4
	Project C Subtotal (Base)	5	45	14		64
		\$950	\$8,235	\$2,562		\$11,747
C6	Additional Survey Collection				22	22
C7	Final Construction Drawings	2	16	4		22
	Project C Subtotal (If Authorized)	2	16	4	22	44
		\$380	\$2,928	\$732	\$4,290	\$8,330
	Project C Total (Base + If Authorized)					\$20,077
	Project D - Division Road Culvert Extension					
D1	Data Collection		3	1		4
D2	Field Verification		6			6
D3	Model and Complete Preliminary Design to Extend Culverts	2	36	10		48
D4	Complete Stream Crossing Structure Survey Report	2	6	2		10
D5	Prepare Transmittal to WDNR	1	2	1		4
	Project D Subtotal (Base)	5	53	14		72
		\$950	\$9,699	\$2,562		\$13,211
D6	Additional Survey Collection				22	22
D7	Final Construction Drawings	2	16	4		22
	Project D Subtotal (If Authorized)	2	16	4	22	44
		\$380	\$2,928	\$732	\$4,290	\$8,330
	Project D Total (Base + If Authorized)					\$21,541
	Total Hours (Base)	20	206	56		282
	Total Hours (If Authorized)	8	27	18	83	179
	Total Hours (Base + If Authorized)	28	276	74	83	461
	Total Fee (Base)	\$12,800	\$37,698	\$10,248		\$51,746
	Total Fee (If Authorized)	\$1,520	\$12,816	\$4,784	\$16,185	\$33,809
	Total Fee (Base + If Authorized)	\$5,320	\$50,508	\$13,542	\$16,185	\$85,155

Total Base Fee (with savings*)

\$46,214

*Our understanding is that all crossings may not need to be submitted to BOS unless DOT-funded and/or crossings have a 20-foot or greater opening width, unless desired by Village staff. Task 4 could be removed from Projects A, B, and D as it appears that Project C is a DOT-funded project.

ASSUMPTIONS

If the SSR is not required, a total of \$5,532 could be eliminate from our Total Fee (Base).

We will use the approved flows from the regulatory hydraulic model for all projects except for Project D.

Our cost for Project D assumes that the hydraulic analysis will be performed using CulvertMaster by comparing the headwater elevation between the existing culvert and the proposed culvert. Since there is not a mapped floodplain, we will delineate the watershed and hydrologic parameters to generate flows.

Our design for Project B assumes that 48" storm sewer pipe will be sufficient in size to convey the 100-year event and fit within the right-of-way.

We assume that the Village will provide survey as a completed part of the road reconstruction project for Projects B and D.

Field verification survey assumes a 1-man survey crew to obtain pertinent stream survey data. Any additional survey, if needed, will be completed under Task 6.

All meetings are included within Task 3 costs.

Our costs assume that all crossings will not require a structural design.

The Village will provide any relevant geotechnical information, if needed.

PROFESSIONAL SERVICES AGREEMENT BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between _____ ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

_____. ("Project").

Professional's services under this Agreement are generally identified as follows:

_____. ("Services").

Client and Professional further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in the attached proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 Payment Procedures

- A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.
- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment

- A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.
- B. *Additional Services:* Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 Suspension and Termination

- A. The obligation to continue performance under this Agreement may be suspended:
 1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
 1. For cause,
 - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
 - b. By Professional:
 - 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client

- d. Professional shall have no liability to Client on account of a termination for cause by Professional.
 - e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.
- 5.01 *General Considerations*
- A. *Standard of Care*

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - B. *Design Without Construction Phase Services*

Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
 - C. *Opinions of Cost*

Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.
 - D. *Use of Documents*

All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

 - 1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;
3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and
4. Such limited license to Client shall not create any rights in third parties.

E. **Liability**

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$100,000 or the total compensation received by Professional under this Agreement, whichever is less.

F. **Indemnification**

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

G. **Dispute Resolution**

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

H. **Governing Law**

This Agreement is to be governed by the law of the state of Wisconsin.

6.01 **Agreement**

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

7.01 **Lien Notice**

- A. As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Name: _____

Client: _____

Professional: _____

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

R.A. Smith, Inc.

16745 West Bluemound Road

Brookfield, WI 53005

Client's Phone: _____

Professional's Phone: _____

Client's Email: _____

Professional's Email: _____



M Squared Engineering, LLC

N19W6719 Commerce Ct

Cedarburg, WI 53012

P. 262.376.4246

January 31, 2025

Kevin Driscoll, Village Engineer
Village of Germantown
N112 W17001 Mequon Rd.
Germantown, WI 53022

RE: 2025 Culvert Modeling and Design Work

Dear Mr. Driscoll,

M Squared Engineering, LLC (M2) is excited to submit our response to the Village of Germantown's RFP for hydrologic and hydraulic (H&H) analysis and culvert design services as part of the Village's Road Program. Our team of dedicated engineers, planners, and scientists brings a wealth of experience and a shared commitment to delivering practical, innovative, and community-focused solutions tailored to this project's goals.

At M2, we take pride in our extensive background in H&H analysis and culvert design, as well as our familiarity with the unique policies, needs, and goals of the local community. By combining our technical expertise with a collaborative approach, we aim to not only ensure the success of this project but also contribute to its long-term positive impact on the Village of Germantown.

Thank you for considering our proposal. We look forward to the opportunity to partner with the Village and would be delighted to discuss how our team can support the successful completion of this critical project.

If you have any further questions, feel free to contact us at (262) 376-4246 or via email.

Sincerely,

M Squared Engineering, LLC

Matt Hahm, PE | Principal

Matt@MSquaredEngineering.com

Enclosure: Proposal
Resumes



QUALIFICATIONS for PROFESSIONAL SERVICES

Village of Germantown, WI 2025 Culvert Modeling and Design Work

January 31, 2025



Submitted by:



M SQUARED ENGINEERING, LLC

N19 W6719 Commerce Ct.
Cedarburg, WI 53012

Contact:

Matthew Hahm, PE

Ph: 262.376.4246

Matt@MSquaredEngineering.com

www.MSquaredEngineering.com

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TEAM QUALIFICATIONS SUMMARY

Our team has been carefully assembled to ensure that each member brings specialized expertise and in-depth knowledge of water resources projects. With a shared commitment to serving our clients and their communities, we are dedicated to addressing the unique technical, environmental, and regulatory challenges that these projects present. Our multidisciplinary team includes river engineers, hydraulic modelers, culvert designers, and other technical experts, all of whom are passionate about delivering innovative and effective solutions. We are excited about the opportunity to apply our skills and experience to support the Village of Germantown, enhancing its infrastructure and resilience for the future.

WHY OUR TEAM

With a proven track record of successful project collaborations across Southeastern Wisconsin, our team offers **unmatched expertise** and **extensive experience** in key disciplines essential to the success of this project. Our comprehensive capabilities include:

- **Advanced Hydrologic and Hydraulic Analysis**
 - Proficient in complex modeling using HEC-RAS to assess and optimize waterway performance.
- **Stream Crossing and Culvert Expertise**
 - Development of **Structure Survey Reports** and innovative **culvert design** solutions tailored to site-specific conditions.
- **Floodplain Management and Infrastructure Resilience**
 - Extensive experience in **floodproofing studies**, complex drainage challenges, utility relocation, levee design, and seamless coordination with FEMA.
- **Sustainable Stream and Ecosystem Design**
 - Incorporating principles of **geomorphology**, **green infrastructure**, and **ecological restoration/preservation** to create resilient, sustainable waterway solutions.
- **Regulatory Expertise and Compliance**
 - In-depth knowledge of complex permitting requirements, including WDNR, FEMA, EPA, and USACE Section 404/Section 10 compliance, as well as addressing challenges related to **threatened and endangered species**, **historical and archaeological preservation**, and other regulatory considerations.
- **Community and Stakeholder Engagement**
 - Strong experience in public involvement and collaboration to ensure project goals align with community needs and regulatory expectations.
- **Sustainability and Resilience Planning**
 - Expertise in implementing the **Envision framework**, ensuring projects meet sustainability and resilience goals.
- **Technical Excellence in Design and Documentation**
 - Proficient in delivering high-quality **construction bidding documents** using **Autodesk Civil 3D and GIS**, ensuring precision and efficiency throughout the project lifecycle.

Our team's dedication to excellence, regulatory compliance, and stakeholder collaboration ensures that we will deliver innovative, cost-effective, and sustainable solutions for even the most complex projects.

OUR TEAM

Graig Neville, PE, CFM, CPESC

Graig Neville brings over 30 years of diverse civil engineering experience across various disciplines, including water resources, stormwater and floodplain management, site development, transportation, surveying, construction management, and utility infrastructure. His expertise encompasses hydrologic and hydraulic analyses, FEMA Letters of Map Change (LOMC), dam permitting, and inspection.

Kendra Gabbert, PE

Kendra Gabbert has over 15 years of experience as a water resources engineer, specializing in storm sewer design, water quality management, major drainage way crossing design, bridge scour analysis, and floodplain analysis. She is highly experienced in transportation-related water resources design and excels in delivering complex drainage solutions at advertisement-level detail, including comprehensive construction plans, reports, and specifications.

Minal Hahm, CFM, PE

Minal Hahm brings 32 years of extensive experience in civil engineering encompassing transportation engineering, site and drainage design, hydrologic and hydraulic (H&H) analysis, and stormwater management system design and analysis. Her expertise spans roadway, highway, and infrastructure design, as well as recreational facilities, residential and industrial land development, and public works projects.

Matt Hahm, PE

Matt Hahm has 30 years of experience in civil engineering, specializing in stormwater management, floodplain and floodway hydrologic and hydraulic (H&H) analysis, and related regulatory compliance. His expertise includes WisDOT culvert analysis, cut/fill calculations for floodplain modifications, compensatory storage analysis, and the preparation of SSR's, Letters of Map Amendment (LOMA), and Letters of Map Revision (LOMR).

Please refer to the full resumes of all Key Staff Members included in this proposal package.

In addition to our key staff, we are proud to have an exceptionally talented support team dedicated to assisting with every aspect of this project. Our support professionals bring a wealth of experience and specialized skills, ensuring that all tasks—whether technical, administrative, or logistical—are executed with precision, efficiency, and expertise. Their collaborative approach strengthens our project delivery, providing seamless coordination and adaptability to meet evolving project needs.



OUR TEAM'S SIMILAR PROJECT EXPERIENCE

David J Frank Hydrologic and Hydraulic Analysis - Germantown, WI

This project focused on evaluating the hydrologic and hydraulic impacts associated with a floodplain that was filled during the 1980s and 1990s to accommodate a private commercial business. The primary objective was to demonstrate that the proposed installation of dual 360-foot, 48-inch culverts would not result in an increase in floodplain elevations compared to the original 1980 baseline. To achieve this, multiple models were developed and analyzed, including a 1980 baseline model, an existing conditions model, and a proposed conditions model.

The project was executed by an experienced team under the guidance of a lead hydraulic engineer, who provided oversight on all technical aspects, quality assurance, and client communication.

State-of-the-art HEC-RAS modeling techniques were employed to simulate various flood scenarios and assess the performance of the proposed culverts. Rigorous analyses, including sensitivity testing and scenario evaluations, were conducted to confirm that the proposed culverts would maintain or reduce floodplain elevations. Hydraulic grade lines, velocity profiles, and flow distribution patterns were thoroughly examined to ensure full compliance with local, state, and federal floodplain management regulations.

Key project deliverables included a comprehensive Hydrologic and Hydraulic Analysis report, detailed engineering plans, local and state permitting documentation, and construction management services.

Staff Involved: Matt Hahm, PE

Hennepin Canal West End Levee Project – Henry County IL

The Hennepin Canal West End Levee Project is a comprehensive water resources initiative designed to address critical repair and maintenance needs along the historic Hennepin Canal near the Rock River in Illinois. In addition to preserving the canal's structural integrity, the project enhanced recreational opportunities.

The primary objectives of the project included evaluating the canal's condition between Lock 26 and Lock 28, identifying the causes of embankment overtopping, and developing solutions to prevent future overtopping events. Such events pose significant risks to Illinois Department of Natural Resources (IDNR) facilities and can render the trail inoperable following flood events.

A detailed hydraulic analysis was conducted using SRH-2D modeling to assess the complex interactions between the Green River with its ½ mile wide floodplain, farm levees along the river, and the Hennepin Canal embankments. The site presents unique hydraulic challenges due to the canal crossing the Green River at a location that historically featured an aqueduct, resulting in intricate waterway interactions.

Staff Involved: Minal Hahm, PE, CFM, Dave Bachhuber, PE, Kendra Gabbert, PE, & Traci Morris

Village of Kewaskum CAV Resolution - Village of Kewaskum, WI

M Squared Engineering is currently assisting the Village of Kewaskum in the development and execution of a **Corrective Action Plan** in response to findings from a 2006 FEMA Community Assistance Visit (CAV). During the visit, FEMA identified several properties within the Village that were potentially in violation of the municipality's Floodplain Ordinance and applicable FEMA regulations. These properties are located within the floodplains of the Milwaukee River, Kewaskum Creek, and North Creek, all within the Village limits.

M Squared was tasked with developing a comprehensive corrective action plan, conducting detailed research to verify potential floodplain violations, and coordinating with the **Wisconsin Department of Natural Resources (WDNR)** and **FEMA** to implement appropriate corrective measures. This process included:

- Conducting site surveys and developing **Elevation Certificates** to verify compliance with the floodplain ordinance and FEMA Technical Bulletin 10-01.
- Reviewing survey data to confirm compliance or identify violations.
- Performing necessary **hydrologic and hydraulic analyses** to assess floodplain elevation impacts, particularly in areas where fill material had been placed within the floodplain or floodway.

Given the complexities of the project, an essential component was the review and conversion of historic **HEC-2 flood models** into **HEC-RAS**, followed by calibration and updates to ensure accuracy. A thorough examination of Flood Insurance Studies (FIS) and Floodplain Maps dating back to 1977 was conducted to correlate historical data with current site conditions.

The project also involved assessing compensatory storage requirements where applicable, evaluating floodplain elevation changes resulting from development activities, and maintaining extensive coordination with WDNR and FEMA to achieve compliance and resolution for each identified issue.

M Squared's efforts have provided the Village with a clear path to compliance, ensuring that all regulatory requirements are met while minimizing flood risk to properties within the affected floodplains.

Staff Involved: Dave Bachhuber, PE, Matt Hahm, PE, & Minal Hahm, PE, CFM

WisDOT STH 164 - Waukesha County, WI

This rural roadway rehabilitation project encompassed the mill and overlay of over two miles of a rural two-lane roadway, along with improvements to shoulders, guardrails, and other spot safety features along the corridor. A key focus of the project was stormwater management, requiring thorough hydrologic analysis to address both water quality and quantity controls.

M Squared Engineering was responsible for preparing a comprehensive stormwater management report, conducting detailed calculations, and providing the necessary documentation to comply with regulatory standards. The scope of work also included a culvert analysis and design for several existing culverts under STH 164 to ensure appropriate sizing and the strategic placement of outfall riprap for erosion control and long-term stability.

A critical aspect of the project was the redesign of a culvert conveying Ripple Brook, an unstudied stream passing under STH 164. The redesign was aimed at preventing roadway overtopping during significant storm events. Our team collaborated closely with the Wisconsin Department of Natural Resources (WDNR) and local stakeholders to ensure the design met environmental and hydraulic requirements while enhancing public safety.

The project involved a comprehensive hydrologic and hydraulic evaluation, considering multiple detention areas within the watershed. Some of these detention areas were the result of undersized culverts under local roadways, necessitating a strategic approach to flow management.

Through a collaborative effort with regulatory agencies and community partners, the project successfully met all regulatory requirements while improving the safety, functionality, and resilience of the corridor.

Staff Involved: Dave Bachhuber, PE & Kendra Gabbert, PE

Other WisDOT H&H Projects:

- USH 2, Iron River, Bayfield County (1180-49-00), Bridge
- USH 8, Chippewa River, Rusk County (1580-02-02), Bridge
- STH 29, Trib to Little Suamico, Shawano County (1058-25-00) 2 box culverts and channel re-alignment
- STH 40, Couderay River, Sawyer County (8590-01-06), Bridge
- STH 158, Pike Creek, Kenosha County, (3220-09-00), Culvert
- STH 11, Pike River, Racine County, (1320-07-21) Bridge
- I-39, I-90/94, CTH 33 Flood Study, Columbia County, WI

PROJECT APPROACH

PROJECT TEAM LEADERSHIP

- **Project Leader: Greg Neville, PE, CFM, CPESC** – Responsible for overall project oversight, client communication, hydraulic modeling, report preparation, quality control, and ensuring deliverables meet the project schedule.
- **Senior Project Engineer: Minal Hahm, PE, CFM**
- **Project Engineer: Kendra Gabbert, PE** – Leads technical execution, including data analysis, field verification, hydraulic modeling, and report preparation.
- **QC/QA: Matt Hahm, PE**

PROJECT UNDERSTANDING

The Village of Germantown requires hydrologic and hydraulic analysis for culvert and stream crossings to support its annual **Road Program**. The project involves **four key locations**:

- **Project A: Wagon Trail at Alt Bauer Park**

Though Wagon Trail is not labeled on the proposed FIS profile, it does appear on the proposed FIMR panel. The Wagon Trail crossing has a floodway associated with this reach of the unnamed Tributary 1 to Menomonee River. No significant changes to hydrology are anticipated, but the HEC-HMS modeling and prior WDNR reports will be reviewed, and any significant changes will be identified.

The HEC-RAS modeling included Wagon Trail as a culvert. If the new culvert is not over 94 feet long, extending the culvert limits should be relatively easy. Exceeding this length will require adjustments to the cross sections in the HEC-RAS modeling.

- **Project B: Division Road at Jefferson Ditch**

Modeling of the new storm sewer pipe to cover the existing ditch from Lilac Lane to the Division Street crossing of Tributary 1. As Tributary 1A is a designated floodway, the pipe will need to be sized to prevent any increases upstream of Division and Hawthorne Dr.

Version 6.6 of HEC-RAS has additional pipe routines that were not in previous versions, which may allow for the development of the pipe in the HEC-RAS model. Covering an existing ditch with floodway conveyance is typically expensive as the flow efficiency of a ditch is usually much higher than a pipe. This means a size larger than 48 inches may be required. The Lilac Lane culvert is less than 48 inches, and the upstream area will need to be checked for hydrology. However, this should be considerably less than the Tributary 1A flow rates. A single subbasin will be developed to check this flow rate and incorporated into the existing HEC-HMS model.

Extending the Hawthorne culvert to the proposed Division culvert extension will be considered. Grading needs to be reviewed to see if the pipe extension can be contained within the right of way without adding an additional inlet or catch basin to avoid flooding the neighbor's backyard.

No hydrologic modeling changes are anticipated.

- **Project C: Division Road near an unnamed tributary near Revere Lane**

No regulatory model for this location currently exists. A culvert analysis model will be developed using the FHWA Hydraulic Toolbox, HY8, or a similar program will be used to develop the existing and proposed conditions. Tailwater from Menomonee River will be considered if necessary. The BFE downstream is 844.1.

Hydrology will be developed for the area using a combination of USGS StreamStats and NOAA Atlas 14 data following Wisconsin hydrology guidelines.

- **Project D: Pleasant View Drive at Menomonee River**

After downloading the HEC-RAS model from WDNR, the culvert at Pleasant View Dr will be evaluated and extended as requested. Hydrology from the HEC-RAS model will be used as part of the analysis, and additional hydrologic modeling will not be anticipated.

If additional map revisions are requested, those would be additional services, as would securing the currently effective FEMA modeling and updating or replacing the effective model with currently available modeling data. This area is a Zone AE with no floodway delineated.

The goal is to **assess, model, and design culvert modifications** that align with regulatory requirements while ensuring no adverse impact on water surface elevations.

BASED APPROACH & EXECUTION PLAN

Data Collection

- Obtain and review **FIRM/FIS maps** and available **hydrologic/hydraulic models**.
- Coordinate with the **Wisconsin DNR (WDNR) Floodplain Section** for additional modeling data.
- Gather **GIS data** and existing **plans** from the Village.
- Identify potential data gaps before proceeding to fieldwork.

Deliverable: Data compilation report summarizing key findings and gaps.

Field Verification

- Conduct site visits at all four locations to confirm existing conditions.
- Perform **topographic surveys** where discrepancies are suspected.
- Verify **culvert conditions, channel characteristics, and embankment stability**.
- Document findings with georeferenced photos and survey records.

Deliverable: Field verification report with survey adjustments for modeling.

Hydraulic & Hydrologic Modeling and Preliminary Design

- Develop **HEC-RAS hydraulic models** for existing conditions.
- Evaluate proposed **culvert designs** ensuring compliance with **no-rise** criteria.
- Two project review meetings with **Village staff** for feedback.

Deliverables:

- Hydrologic & hydraulic reports
- Preliminary design drawings
- Updated HEC-RAS models

Structure Survey Report (SSR) for Stream Crossings

- Verify **cross-sections and flow data** for hydraulic models.
- Incorporate **surveyed channel and embankment data**.
- Update **existing and proposed condition models** based on findings.
- Address one round of review comments from the **Village staff**.

Deliverables:

- **Structure Survey Reports (SSR)** for each crossing.
- Revised hydraulic models reflecting SSR findings.

Transmittal to WDNR

- Prepare **finalized reports and modeling data** for **WDNR submission**.
- Address Village review comments before submittal.
- Coordinate with WDNR to resolve any regulatory concerns.

Deliverable: Submission package to **WDNR** with technical memos.

Additional Scope (if authorized)

If requested by the Village, additional tasks may include:

- **2025 Road Program Hydrologic Analysis**
- **Additional modeling for stormwater improvements**
- **Support for phased Division Road culvert work**

If Authorized, Complete construction drawings.

PROJECT SCHEDULE

Schedule for Wagon Trail – Project A is a priority and Village staff anticipates a quick turnaround for this culvert extension to be included in the 2025 Road Program Contract.

Schedule for Division Road - Project B is based on utility coordination with WE Energies. A preliminary utility coordination base map can be made available and provided upon request.

Schedule for Pleasant View - Project C is based on WisDOT SMA for ARIP, and no work to proceed until that SMA is signed.

Schedule for Division Road - Project D is based on phasing of Division Road work, where the Village staff is anticipating two phases. First construction phase north of Jefferson Ditch in spring/summer 2025, and the second construction phase south of Jefferson in 2026.

We are confident that our team possesses the expertise, proficiency, and a proven track record to deliver high-quality, efficient, and sustainable solutions for these projects. We look forward to helping improve the Village of Germantown.



COST OF SERVICES

Project	Task Description	Hours	Costs
A*	Jefferson Ditch Culvert Extension at Wagon Trail (Survey, Modeling, Preliminary Design)		
A1	Data Collection	3	\$ 470.00
A2	Field Variation	2	\$ 290.00
A3	Model and Complete Preliminary Design to Extend Culverts	10	\$ 1,660.00
A4	Compute Structure Survey Reports for Stream Crossing	7	\$ 980.00
A5	Prepare Transmittal to WDNR	34	\$ 4,720.00
Project A (Wagon Trail Culvert Extensions)- Subtotal (Items A1-A5)		56	\$ 8,120.00
A6	If Authorized, T&M (Consultant to identify additional scope items for consideration)	22	\$ 3,080.00
A7	If Authorized, complete final construction drawings	80	\$ 10,480.00
Total (including If Authorized Tasks A1-A7)		158	\$ 21,680.00
B*	Trib 1A to Jefferson Ditch Storm Sewer Extension to Lilac and Hawthorne Intersection (Survey, Modeling, Preliminary Design)		
B1	Data Collection	3	\$ 470.00
B2	Field Variation	2	\$ 290.00
B3	Model and Complete Preliminary Design to Extend Culverts	28	\$ 4,480.00
B4	Compute Structure Survey Reports for Stream Crossing	13	\$ 1,780.00
B5	Prepare Transmittal to WDNR	62	\$ 8,360.00
Sub Base Items B1-B5		108	\$ 15,380.00
B6	If Authorized, T&M (Consultant to identify additional scope items for consideration)	16	\$ 2,080.00
B7	If Authorized, complete final construction drawings	88	\$ 11,640.00
Total (including If Authorized Tasks B1-B7)		212	\$ 29,100.00
C	Division Road Culvert Extension at Unnamed Stream Crossing near Revere Lane (Survey, Modeling, Preliminary Design)		
C1	Data Collection	19	\$ 2,550.00
C2	Field Variation	2	\$ 290.00
C3	Model and Complete Preliminary Design to Extend Culverts	18	\$ 2,680.00
C4	Compute Structure Survey Reports for Stream Crossing	7	\$ 980.00
C5	Prepare Transmittal to WDNR	34	\$ 4,720.00
Subtotal (Items C1-C5)		80	\$ 11,220.00
C6	If Authorized, T&M (Consultant to identify additional scope items for consideration)	30	\$ 4,040.00
C7	If Authorized, complete final construction drawings	80	\$ 10,480.00
Total (including If Authorized Tasks C1-C7)		190	\$ 25,740.00
D	Menomonee River Culvert replacement at Pleasant View Drive		
D1	Data Collection	3	\$ 470.00
D2	Field Variation	2	\$ 290.00
D3	Model and Complete Preliminary Design to Extend Culverts	10	\$ 1,660.00
D4	Compute Structure Survey Reports for Stream Crossing	7	\$ 980.00
D5	Prepare Transmittal to WDNR	34	\$ 4,720.00
Subtotal (Items D1-D5)		56	\$ 8,120.00
D6	If Authorized, T&M (Consultant to identify additional scope items for consideration)	22	\$ 3,080.00
D7	If Authorized, complete final construction drawings	60	\$ 8,000.00
Total (including If Authorized Tasks D1-D7)		138	\$ 19,200.00
TOTAL		634	\$ 85,760.00

GRAIG NEVILLE, PE, CFM, CPESC

EDUCATION

Iowa State University
B.S. - Civil Engineering

REGISTRATIONS

Professional Engineer
IL, IN, MD, & PA

CERTIFICATIONS

Certified Floodplain
Manager,
Since 2004

Certified Professional in
Erosion and Sediment
Control
Since 2007

MEMBERSHIPS

American Society of Civil
Engineers (ASCE)

Environmental Water
Resources Institute (EWRI)

Illinois Association for
Stormwater and Floodplain
Managers (IAFSM)

Graig Neville has more than 30 years of diverse civil engineering experience in water resources, stormwater and floodplain management, site development, transportation, surveying, construction management, and utility infrastructure. His experience includes hydrologic and hydraulic analyses, FEMA Letters of Map Change (LOMC), dam permitting and inspection, site development for residential, commercial, higher education, and industrial properties, as well as the analysis and design of stormwater, sanitary, and potable water distribution systems for both private and municipal infrastructure. Graig has also worked on green infrastructure evaluation and design, environmental coordination (including wetlands, threatened and endangered species, soil remediation, and clean construction and demolition debris), transportation roadway design, maintenance of traffic design, construction management/engineering, and public outreach and education. Additionally, he is proficient in multiple software suites for hydrology, hydraulics, CADD, and GIS.

ILLINOIS & MICHIGAN CANAL DAM AND JOINT PERMIT APPLICATION - City of Lockport, IL | Development of a 20 square mile hydrologic and hydraulic study using unsteady HEC-RAS of the Illinois & Michigan (I&M) Canal upstream of Division Street in the City of Lockport. The project includes multiple joint permit applications for the removal of an existing dam, installation of a new dam upstream, and replacement of an existing dam structure, relocating an existing channel draining 3 square miles, installation of new culverts along the relocated channel and replacing aging roadway crossings along said channel. Evaluated the flooding risk for a currently unstudied Zone A flood plain on the City's West Side neighborhood and evaluated Letters of Map Change and levee implications for the region. Stream stability and scour potential were evaluated to ensure long-term stream sustainability of the newly established stream segment.

CHAIN OF LAKES BASE FLOOD ELEVATION DETERMINATION AND LETTER OF MAP REVISION - Lowes and City of Aurora, IL | Preparation of base flood elevation study for the City of Aurora's Chain of Lakes area. This included research and data acquisition of stormwater and detention facilities in this highly developed 4.5 square miles urban watershed and preparation of hydrologic and hydraulic models. As a follow-up project for Lowe's to build a store, modifications to one of the lakes in the watershed were required. This necessitated a Letter of Map Revision. Additional work included coordination with the United States Geological Survey to update the Blackberry Creek watershed and floodplain mapping efforts for Kane County.

MWRD of GREATER CHICAGO - BLUE ISLAND RESILIENCY PLANNING & ALTERNATIVES ANALYSIS - Blue Island, IL | Graig served as Project Manager, assisting the prime contractor with alternative analysis planning and hydrologic & hydraulic model development as part of MWRDGCs Blue Island resiliency efforts. Project tasks included hydrologic and hydraulic model development, cost estimating, alternatives analysis, community outreach, and alternatives analysis reporting.

MWRD of GREATER CHICAGO - FLOOD CONTROL PROJECT IN WASHINGTON ST. AREA - Blue Island, IL | Graig managed preliminary engineering design as part of MWRDGCs Blue Island resiliency efforts. Project tasks included hydrologic and hydraulic analysis, storm sewer design, and preliminary design reporting.

SQUAW CREEK PHYSICAL MAP REVISION - Lake County, IL | Graig served as Project Manager providing consultation services to Lake County Stormwater Management Commission to update the Squaw Creek, an approximately 20 square mile watershed, hydrologic and hydraulic models and GIS mapping data for submittal to the Illinois State Water Survey for a Physical Map Revision process (multiple map panel Letter of Map Revision).

CAMBRIDGE LAKES STORMWATER MANAGEMENT MASTER PLAN AND LETTER OF MAP REVISION - PINGREE GROVE, IL | Graig served as Project Manager for the stormwater master planning of detention facilities for an 850-acre subdivision, including 20 neighborhoods. Work included Tyler Creek floodplain analysis, Conditional Letter of Map Revision, and follow-up Letter of Map Revision to remove developable land from the mapped floodplain, permitting through the joint permit application process and permitting through FEMA. Mr. Neville directed the work of junior engineers and coordinated with the client and regulatory agencies.

FLAGG CREEK LETTER OF MAP REVISION - Village of Western Springs, IL | Preparation of LOMR for remapping of Flagg Creek in Western Springs upstream of 53rd St. to I-294. This included evaluation of historical Flood Insurance Studies and evaluation of currently effective modeling, securing the model from FEMA and the new HEC-RAS and HEC-HMS modeling from MWRD. Conversion of the unsteady HEC-RAS model to a steady state, preparing floodway encroachments, evaluation of the 10-year through 500-year flood stages, and collaboration on the floodplain limits based on the Cook County LiDAR 1-ft contours. The project is currently under review with the Illinois State Water Survey.

KENDRA GABBERT, PE



EDUCATION

B.S. in Civil Engineering
Colorado State
University

REGISTRATIONS

Professional Engineer
CO #45344
WI - Pending

SKILLS

HEC-RAS
Bentley SewerGEMS
Bentley FlowMaster
Bentley CulvertMaster
EPA SWMM
MicroStation
AutoCAD
Civil 3D
Microsoft Word
Microsoft Excel

Kendra Gabbert brings over nineteen (19) years of experience as a water resources engineer. Her expertise is in storm sewer design, water quality management, major drainage way crossing design, bridge scour analysis, and floodplain analysis. She has completed numerous Conditional Letters of Map Revision (CLOMRs) and Letters of Map Revision (LOMRs). Kendra is well-versed in transportation-related water resources design and experienced in delivering complex drainage designs to advertisement-level deliverables, including construction plans, reports, and specifications. Additionally, she possesses project management skills in delivering complex stormwater designs for multi-million-dollar transportation projects. As a task lead, Kendra facilitates discussions with both the project team and client stakeholders while managing the drainage-related budget and schedule. She recently served as a deputy project manager, responsible for coordinating with sub-consultants, preparing invoices, and developing task order amendments for contracts. Kendra's exceptional planning and leadership skills make her a valuable asset to any project.

WisDOT STH 164 - Waukesha County, WI | This rural roadway rehabilitation project included the mill and overlay of just over two (2) miles of rural 2-lane roadway with improvements to shoulders, guardrails and other spot safety improvements along the corridor. Kendra Gabbert served as a Senior Hydraulic Engineer on this project, performing various hydraulic and hydrologic analysis tasks, performing scour / riprap calculations and providing quality control reviews of the Stormwater Report and the Ripple Brook Culvert evaluations.

IDOT PTB 207 - Item 40: IL-16 Culvert Replacement Project - Shelby County, IL | Kendra Gabbert served as the Lead Hydraulic Engineer for this culvert replacement project. This Phase I / II improvement project in IDOT's District 7 along IL-16, performed under a Various-Various Contract, entails the replacement of an existing 8'x10' box culvert and the necessary restoration work required to the roadway, guardrail, and other related elements. Kendra prepared the hydraulic analysis of the existing channel to determine the appropriate sizing of the proposed culvert, taking into consideration an existing impoundment (pond) located just upstream of the culvert. She also prepared a hydraulic design memo to document the analysis, performed riprap sizing calculations, and supported the preparation of the proposed plans for the Project Report.

MWRD – FARMER'S CREEK PROJECT – Cook County, IL | Kendra Gabbert served as Senior Project Engineer on this flood control project for Prairie Creek (a tributary to Farmer's Creek) along the length of the channel reach for the Metropolitan Water Reclamation District of Greater Chicago (MWRD). The project included channel improvements in the downstream reach of Prairie Creek, enlarging two retention ponds at the Advocate Lutheran General Hospital, and improving culvert and/or bridge sizes for Prairie Creek throughout the watershed. Kendra's responsibilities included the analysis and design of the complex Dempster Steet storm sewer system, which is utilized by split flow from Prairie Creek. The project utilizes an unsteady HEC-RAS model for Prairie Creek and Civil3D Storm and Sanitary Analysis (SSA) to model the Dempster St. storm sewer. The study will be updated and finalized for FEMA Regulatory approvals.

WisDOT STH 164 - Waukesha County, WI | This rural roadway rehabilitation project included the mill and overlay of just over two (2) miles of rural 2-lane roadway with improvements to shoulders, guardrails and other spot safety improvements along the corridor. Kendra Gabbert served as a Senior Hydraulic Engineer on this project, performing various hydraulic and hydrologic analysis tasks, performing scour / riprap calculations and providing quality control reviews of the Stormwater Report and the Ripple Brook Culvert evaluations.

WisDOT WEST GRANGE AVENUE FROM S. 76TH STREET TO S. 84TH STREET - Oak Creek, WI | M Squared, as a subconsultant to Ayres and Associates, was responsible for the stormwater management and drainage design for this urban roadway rehabilitation project. Kendra Gabbert served as the lead drainage engineer for this urban roadway rehabilitation project. She oversaw the storm sewer inlet analysis and development of a stormwater report for this project. The existing inlet system had to be modified to ensure spread criteria were met in the proposed condition.

STONE LAKE SUBDIVISION DESIGN - Cedarburg, WI | Senior Project Engineer for this 60-acre development that included stormwater management, site design, roadway design, water and sewer main design, pavement design, and permitting. Kendra Gabbert performed a site visit to ensure an understanding of the project landscape and scope for engineering drawings. She developed existing and proposed peak runoff flow rates for the project site, analyzed stormwater management and green infrastructure elements, and modeled emergency overflow from a quarry. Kendra performed design changes and improvements based on project needs and changes to the grading plans.

MINAL HAHM PE, CFM



EDUCATION

B.S. Civil Engineering,
Bradley University

REGISTRATIONS

Professional Engineer
WI #32997-6
IL #062-052177

Certified Floodplain
Manager

DECI - Designated Erosion
Control
Inspector

SRH 2D Certification
FHWA-NHI-13095

MEMBERSHIPS

ACEC
APWA
IAHE
WTS
ASFPM
WAFSCM
IAFSM
Rotary International
MWRD TAC

Minal Hahm, a Principal at M Squared Engineering, brings a remarkable thirty-one (31) years of experience as a Senior Engineer and Project Manager in the Civil Engineering Industry. Her expertise is deeply rooted in various facets of civil engineering, with a particular focus on drainage analysis and design, stormwater management, floodplain management, green infrastructure, erosion control, and related water resources elements. Minal has established a solid reputation in the region with FEMA, IDNR, WDNR, and various floodplain and permitting agencies. As a Certified Floodplain Manager, she actively employs her expertise to advocate for and assist local communities and property owners. Minal has extensive experience in site design, hydrologic and hydraulic analysis (H&H), roadway/highway design, municipal design, recreation facilities design, and land development. She excels in providing unique, innovative, and effective solutions to complex projects, driven by her passion for creative problem-solving and her commitment to maintaining the highest level of design integrity. Minal is also adept at enhancing project efficiency by not only addressing current challenges but also identifying additional alternatives and projecting costs to ensure long-term success. Her experience enables her to foresee potential issues and implement strategies that maximize both efficiency and sustainability.

HENNEPIN CANAL WEST END LEVEE PROJECT - Henry County, IL | Minal Hahm served as the Principal in Charge of all efforts for the Hennepin Canal West End Levee Project. This complex water resources initiative aimed to address repair and maintenance needs along the historic Hennepin Canal near the Rock River in Illinois, while also enhancing recreational opportunities. The project sought to evaluate the condition of the canal between Lock 26 and Lock 28, determine the cause of embankment overtopping, and propose solutions to prevent overtopping events that could damage IDNR facilities and render the Hennepin Canal Trail inoperable after flooding events. This challenging water resource project involved detailed hydraulic modeling using SRH-2D, factoring in the hydraulic impacts of the Green River and its associated floodplain (which spans over a half-mile wide), farm levees located in various segments along the Green River, and the Hennepin Canal and its associated embankments. This site is unique because the Hennepin Canal crosses the Green River at a location historically occupied by an aqueduct, resulting in complex hydraulic interactions between the various waterways. Minal oversaw contract management, hydraulic modeling in SRH-2D, data collection, alternatives development, and design report preparation. She performed QC reviews of various elements throughout the life of the project and provided technical guidance and insight for hydraulic modeling, alternatives development, and other aspects of the project.

WisDOT STH 158 FROM 95TH AVE. TO STH 31 - Kenosha County, WI | Serving as Project Manager, Minal Hahm was responsible for providing comprehensive planning and design for this 1.8-mile corridor, which proposed expanding the existing 2-lane highway to a 4-lane divided highway. This corridor traversed two rail lines and Pike Creek. The widening to 4 lanes required a broader footprint for the existing culvert that conveyed Pike Creek under STH 158. This widening resulted in a final culvert length of over 300 feet, necessitating a stream realignment to facilitate construction. M Squared Engineering was responsible for providing field survey, complex drainage design, and a realignment of Pike Creek, which required a full hydrologic and hydraulic (H&H) analysis and floodplain remapping. Other tasks included preparation of the Design Study Report, environmental assessment, historical and archaeological research, and comprehensive stormwater management. The project abutted numerous wetland areas and the Kenosha County Airport, which required special considerations for FAA guidelines regarding detention facilities. Minal oversaw the environmental, historical, archaeological, and bridge design sub-consultants.

VILLAGE OF KEWASKUM FEMA CORRECTIVE ACTION PLAN - Kewaskum, WI | Minal Hahm served as Project Manager for this project to assist the Village with the development and implementation of a Corrective Action Plan (CAP) in response to a FEMA Community Assistance Visit (CAV). M Squared Engineering was tasked with developing a CAP, researching specific properties to verify the potential floodplain violations, coordinating with the WDNR and FEMA, and implementing recommendations to address potential violations. Implementation included site survey, development of Elevation Certificates, review of the survey information to verify if a violation exists and performing any necessary hydraulic and hydrologic analysis to verify floodplain elevations where fill had been placed in the floodplain or floodway.

I-39, I-90/94, CTH 33 FLOOD STUDY, WISCONSIN & BARABOO RIVER CONFLUENCE - WisDOT Central Office: Columbia County, WI | In response to the roadway overtopping by floodwaters during the June 2008 flood event, M Squared Engineering was selected by WisDOT to provide extensive hydraulic HEC-RAS modeling. Minal Hahm served as the Project Manager, responsible for preparing the design/hydraulic report and developing alternatives to improve I-90/94 and I-39. As shown on the 2008 Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs), the highway system lies within the floodway/floodplain. Raising the interstate system above the 100-year flood event was evaluated with numerous options and alternatives for the WisDOT team to consider.

MATTHEW HAHM, PE



EDUCATION

B.S. Water Resources and Environmental Engineering
University of Wisconsin-Milwaukee

REGISTRATIONS

Professional Engineer – WI
License #37126

MEMBERSHIPS

American Council for Engineering Companies (ACEC)

Matt Hahm has thirty (30) years of experience in a wide range of civil engineering projects. His infrastructure project experience includes municipal, transportation, surveying, and water resources. Matt is an expert in floodplain/floodway hydrologic and hydraulic (H&H) analysis, cut/fill calculations relating to floodplain lowering and compensatory storage analysis, FEMA submittals, and stormwater management design and analysis. He oversees all hydrologic and hydraulic analysis, CLOMRs, LOMRs, Elevation Certificates, and other floodplain modeling and analysis performed by M Squared Engineering's experienced staff, and serves as the primary Quality Control Reviewer for these efforts. In addition, Matt has extensive project development experience in other infrastructure projects, including roadways, utility designs, and municipal projects. This work has included utility design and permitting, local road design, site development, and complex regulatory agency permitting. His broad range of experiences has provided him with in-depth knowledge of best practices for plan and specification development, community and stakeholder engagement, project budget management, and schedule management. This extensive experience makes him a valuable asset to any project.

DAVID J FRANK HYDROLOGIC AND HYDRAULIC ANALYSIS - Germantown, WI | This project evaluated the hydrological and hydraulic impacts of a floodplain that was filled during the 1980s and 1990s for a private commercial business. Mitigation efforts included developing and analyzing multiple models: a 1980 baseline, existing conditions, and proposed conditions models. The primary objective was to demonstrate that the installation of proposed dual 360-foot, 48-inch culverts would not result in an increase in floodplain elevations compared to the 1980 baseline. Matt Hahm served as the Project Manager and Lead Hydraulic Engineer, overseeing all aspects of the project. He was responsible for technical direction, quality control, and client communication. Matt is currently corresponding with FEMA for the LOMR (Letter of Map Revision) submittal, ensuring that all regulatory requirements are met. Advanced HEC-RAS modeling techniques were utilized to simulate various flood scenarios and assess the proposed culvert performance. Detailed topographic surveys and GIS data were integrated into the models to ensure an accurate representation of the floodplain dynamics. The proposed model underwent rigorous analysis, including sensitivity analyses and scenario testing, to confirm that the culverts would maintain or reduce floodplain elevations. Hydraulic grade lines, velocity profiles, and flow distribution patterns were examined to verify compliance with local, state, and federal floodplain management regulations. The ultimate deliverables for this project included the Hydrologic and Hydraulic Analysis, a comprehensive report, detailed plans, local and state permitting, and construction management.

WisDOT STH 96 FOX RIVER BRIDGE - Brown County, WI | Matt Hahm provided HEC-RAS and hydraulic modeling for this bridge replacement project over the Fox River. The project included wetlands and floodplains near the Fox River bridge that were taken into consideration to ensure that the final design minimized impacts to these elements. Matt's responsibilities encompassed all analysis and the preparation of a technical report to document the process, analysis and results. He performed hydraulic and hydrologic modeling to establish corridor flows through a system of wetlands and floodplain near the Fox River bridge. Matt provided comprehensive drainage design, stormwater management, developed plans and specifications for associated elements, performed as-built data collection, and performed agency and utility coordination.

WisDOT US 41 RECONSTRUCTION | As Project Engineer, Matt Hahm worked to support Hydrologic and Hydraulic analyses, zero impact designs, Hydraulic Division approvals, Structure Survey Reports, and Comprehensive Stormwater Management of the high traffic volume link between the Chicago and Milwaukee metropolitan areas as well as the Fox River Valley industrial area up through Michigan.

MMSD WESTERN MILWAUKEE WETLAND & FLOODPLAIN LOWERING DESIGN - Milwaukee, WI | Serving as Project Manager, Matt Hahm was responsible for providing support services to design a grading plan for the lowered floodplains and to create wetlands within the project site. The project scope included providing comprehensive project QA/QC reviews for the various stages of this project, including critical deliverables such as reports, plans, memorandums, and hydraulic models (HEC-RAS and XPSWMM).

Additional WisDOT H&H Projects:

- USH 2, Iron River, Bayfield County (1180-49-00), Bridge
- USH 8, Chippewa River, Rusk County (1580-02-02), Bridge
- STH 29, Trib to Little Suamico, Shawano County (1058-25-00) 2 box culverts and channel re-alignment
- STH 40, Couderay River, Sawyer County (8590-01-06), Bridge
- STH 158, Pike Creek, Kenosha County, (3220-09-00), Culvert
- STH 11, Pike River, Racine County, (1320-07-21) Bridge
- I-39, I-90/94, CTH 33 Flood Study, Columbia County, WI

M SQUARED ENGINEERING, LLC

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are attached to and are incorporated into the Proposal/Agreement (the Proposal /Agreement") dated **January 31st, 2025**, by and between **M Squared Engineering, LLC** and **The Village of Germantown, WI** (hereafter called "Client").

1. **COMPLIANCE WITH LAWS:** M Squared Engineering, LLC (Engineer) will strive to exercise usual and customary professional care in its efforts to comply with those laws, codes, ordinances, and regulations relating to Engineer's services, which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation, and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. Therefore, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

2. **DESIGNATION OF AUTHORIZED REPRESENTATIVE:** Client and Engineer each shall designate one or more persons to act with authority on its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

3. **STANDARD OF PRACTICE:** Engineer will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement. No other representation, express or implied, and no warranty, guarantee, or success of the Project is included or intended in this Agreement or in any report, opinion, document, or otherwise.

4. **RESPONSIBILITY OF THE ENGINEER:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, Engineer, consultant, Contractor, or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement, or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

5. **AMENDMENT:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

6. **GOVERNING LAW:** This Agreement and the parties'

performance shall be governed by and construed in accordance with the laws of the State of Wisconsin and such other laws as may apply pursuant to Item 1 of these General Terms and Conditions.

7. **CLIENT'S RESPONSIBILITIES:** The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, to the extent arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and non-contributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the Project. Client further agrees that decisions concerning types and amounts of insurance are specific to the Project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

The Client will provide information concerning its design objectives, constraints, and criteria at its own expense. Designer is entitled to rely on the accuracy and completeness of information provided by Client for use by Designer.

8. **INFORMATION PROVIDED BY OTHERS:** The Engineer shall indicate to the Client the information needed for

rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness, and sufficiency of such information, either because it is impossible to verify or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

9. DOCUMENTS DELIVERED TO Client: Drawings, specifications, and reports prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising there from or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's Agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer

under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other Projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

10. REUSE OF DOCUMENTS: All Project Documents including but not limited to reports, original boring logs, field data, field notes, laboratory test data, calculations, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other Project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

11. RELATIONSHIP BETWEEN ENGINEER AND Client: Engineer shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

12. CHANGES: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; provided, however, that Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

13. FORCE MAJEURE: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

14. SUSPENSION OF SERVICES: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

15. TERMINATION: This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead, and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

16. SUCCESSORS AND ASSIGNS: The terms of this

General Terms and Conditions

Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

17. **RELATIONSHIP TO PROPOSAL/AGREEMENT:** This Agreement, together with the Proposal/Agreement it is incorporated into, represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, matter, or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments, or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement and the Proposal/Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement. Should any term or provision of these General Terms and Conditions be inconsistent with, or conflict with, the Proposal/Agreement, the term or provision of the Proposal/Agreement shall control.

18. **PAYMENT:** Each Project will be assigned a Project number. Itemized invoices will be issued periodically, as indicated in the Proposal/Agreement or as Engineer otherwise determines by written notice to Client. Payment shall be due within 15 days of the date of the invoice or at such intervals as Engineer determines by written notice to Client. Amounts not paid when due will bear interest at the rate of 1.5% per month. Client further agrees to pay all reasonable costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by Engineer in endeavoring to collect any amounts payable hereunder which are not paid when due. Payments due Engineer are not contingent upon Project approval or Project financing and are the sole responsibility of the Client.

In the event of Client's Failure to pay an invoice of Engineer within thirty (30) days from the date of the invoice or as otherwise specified, Engineer may, in addition to any other remedies it may have, in its sole discretion, suspend or stop all work on the Project without liability for partially ("half-done") work. Client will reimburse Engineer for all associated costs as previously set forth in Item 14 of this Agreement. Engineer shall have no liability whatsoever to the Client for any costs or damages incurred as a result of such suspension caused by non-payment or any other breach of this Agreement by the Client.

19. **GENERAL INDEMNIFICATION:** Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees to the extent caused by Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless M Squared Engineering, LLC (and its members, employees, affiliates, successors and assigns) from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement. In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage. Engineer shall not be liable for special,

incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

20. **LIMIT OF LIABILITY:** The Client and the Engineer have discussed the risks, rewards, and benefits of the Project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this Project as made part of this Agreement. Such causes include but are not limited to the Engineer's negligence, errors, omissions, strict liability, or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

21. **DISPUTE:** Any dispute arising under or relating to this Agreement shall be settled by arbitration in Milwaukee, Wisconsin, by a single arbitrator mutually agreed to by the disputing parties. The arbitration shall be conducted in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association but the arbitrator need not be associated with the American Arbitration Association. If the parties cannot agree on a single arbitrator, the American Arbitration Association shall appoint one. The parties shall split the arbitrator's fees and expenses. Any award rendered in the arbitration shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction.

22. **NOTICES:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

23. **ACCESS AND PERMITS:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead, and fee) incident to any effort by Engineer toward assisting Client in such access, permits, or approvals, if Engineer performs such services.

24. **WAIVER OF CONTRACT BREACH:** The waiver by one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof must be in writing, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

25. **OPINIONS OF PROBABLE COST:** Since Engineer has

General Terms and Conditions

no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his opinions of probable Project Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

26. SEVERABILITY OF INVALID PROVISIONS: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

27. HAZARDOUS MATERIALS: It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Engineer's services, Engineer may at his option and without liability for consequential or any other damages, suspend performance of services on the Project until Client retains appropriate specialist consultant(s) or Contractor (s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

28. RIGHT OF ENTRY: Client hereby grants Engineer and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for Engineer to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against Engineer and its subcontractors or agents, and agrees to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate Engineer for any time spent or expenses incurred by Engineer in defense of any such claim with compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy. Engineer shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Engineer's attention in writing and correctly shown on the diagram(s) furnished by Client to Engineer.

29. SAMPLES: Soil, rock, water and/or other samples obtained from the Project site are the property of Client. Engineer shall preserve such samples for no longer than sixty (60) calendar days after the

issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Engineer's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which Engineer is exposed, Client agrees to waive any claim against Engineer, and to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss arising from containing, labeling, transporting, testing, storing, or other handling of contaminated samples. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy.

30. DESIGN CONTINGENCY RESERVE: The Client and Designer acknowledge that changes may be required because of possible omissions, ambiguities, or inconsistencies in the plans and specifications and, therefore, that the costs of the Project may exceed the initial construction contract sum. The Client and Designer will determine, before the start of construction, a reasonable design contingency reserve to be used, as required, to pay for any such increased Project costs. The Client further agrees to make no claim against Designer or Designer's subconsultants with respect to any payments within the limit of the design contingency reserve.

31. WAIVER OF CONSEQUENTIAL DAMAGES: The Designer and Client waive consequential damages, including lost profits, lost revenues, loss of use and loss of reputation, for claims relating to this Agreement. This mutual waiver is applicable to consequential damages arising from the parties' indemnification obligations.

32. ADDITIONAL SERVICES: If the Client requests or the Project requires services outside the scope of work described in the proposal, Designer will notify the Client and obtain its consent before starting the Additional Services. Compensation for Additional Services will be agreed in writing before the services are begun. Client agrees that time spent on changes to the work after approval by Client's authorized representative or a government authority is an Additional Service.

33. PROMOTING SERVICES: The Client will allow the Engineer to put a yard sign up on the Project site identifying the Engineer's tasks and contact information. The sign shall not be larger than 3' x 3' and will may be placed any time after this Agreement has been signed. The sign must be removed within 21 days after final payment is received or the Engineer's work is completed.

END OF GENERAL TERMS AND CONDITIONS

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: February 17, 2025

PLACEMENT: Action Item

ITEM TITLE: An ordinance to create Municipal Code Section 1.331 regarding a Tree Advisory Board and Amend Section 1.215 related to Village Forester Duties.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

The adoption of the Comprehensive Tree Plan in 2024 creates the need for a Tree Advisory Board to review the annual forestry plan and make a recommendation to the Public Works and Highway Committee and Village Board. The Tree Advisory Board is also responsible for hearing forestry related appeals from residents.

The Village Forester works closely with the Department of Public Works. This modification cleans up reporting lines and eliminates inconsistency in how the tree plan is referred to in the municipal code.

ATTACHMENT:

1. Ordinance to Amend Code re Tree Board and Forester

STAFF RECOMMENDATION:

A motion to Approve an ordinance to create municipal code section 1.331 regarding the Tree Advisory Board and amend section 1.215 related to the Village Forester.

ACTION BY Committee:

ORDINANCE NO. ____-2025

AN ORDINANCE TO CREATE SECTION 1.331 OF THE GERMANTOWN MUNICIPAL
CODE CREATING THE TREE ADVISORY BOARD AND AMEND SECTION 1.215 OF
THE MUNICIPAL CODE RELATING TO THE VILLAGE FORESTER

WHEREAS, the Village Board previously adopted Section 17.60 of the Germantown Municipal Code which assigns certain duties to the Tree Board; and

WHEREAS, the Village Board also adopted Subchapter II of Chapter 1 of the Germantown Municipal Code relating to the various Boards and Commissions of the Village; and

WHEREAS, the Village Board also adopted Section 1.215 of the Germantown Municipal Code relating to the Village Forester; and

WHEREAS, the Village Board recently adopted a Comprehensive Tree Plan; and

WHEREAS, the Village Board wishes to incorporate provisions of the Comprehensive Tree Plan into the municipal code;

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

SECTION I

Section 1.331 of the Germantown Municipal Code is created to read as follows:

- (1) **CREATION.** There is hereby created a Tree Advisory Board of the Village of Germantown.
- (2) **MEMBERSHIP.** The Tree Advisory Board shall consist of 3 regular members. The membership shall consist of a Village Trustee, one citizen, and the Village Forester. The Village Trustee and citizen members shall be appointed by the Village President and confirmed by the Village Board.
- (3) **TERM.** The Village Trustee and citizen members shall be appointed for staggered two-year terms. The initial appointment of the Village Trustee shall be for one year, and the initial appointment of the citizen member shall be for two years. In the event that the term of the Village Trustee member extends beyond that person's term of office on the Village Board, a vacancy shall be deemed to exist which shall be filled for the residue of the term in the manner provided for in sub. (2). The Village Forester shall hold office conterminous with their appointment as the Forester.

(4) **CHAIR.** The Village Trustee member shall be the chairperson of the Tree Advisory Board.

(5) **MEETINGS.** Meetings of the Tree Advisory Board shall occur at the call of the chairman or a majority of the members of the Board.

(6) **DUTIES AND AUTHORITY.**

(a) The Board shall render such advice and recommendations as it deems appropriate with respect to the Comprehensive Tree Plan.

(b) The Board shall annually render advice and recommendation to the Public Works and Highways Committee with respect to the Village's annual operation plan, communication plan, and 5-year plan. The Board shall also render such advice, recommendation, or report as may be requested by the Plan Commission, Public Works and Highways Committee, and/or Village Board.

(c) The Board shall hear and decide appeals under sec. 17.60(9).

SECTION II

Section 1.215 of the Germantown Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is double underlined):

1.215 - VILLAGE FORESTER.

There is hereby established a Village Forester for the Village of Germantown. The position shall be appointed by the Village President and confirmed by the Village Board. The Village Forester shall be a person skilled and trained in the arts and sciences of municipal arboriculture.

(1) **DUTIES.** The Village Forester shall have the authority to promulgate the rules and regulations of the Arboricultural Specifications and Standards of Practice governing the planting, maintenance, removal, fertilization, pruning and bracing of trees on the streets or other public sites in the municipality, and shall direct, regulate, and control the planting, maintenance, and removal of all trees growing now or hereafter in any public area of the Village of Germantown.

The Village Forester shall cause the provision of this Ordinance to be enforced. In their absence, these duties shall be the responsibility of a qualified alternate designated by the municipality.

The Village Forester shall have the authority and jurisdiction of regulating the planting, maintenance, and removal of trees on streets and other publicly owned property to insure safety or preserve the aesthetics of such public sites.

(2) **SUPERVISION.** The Village Forester reports to the Director of Public Works ~~Village Administrator~~ and shall have the authority to supervise or inspect all work done under a permit issued in accordance with the terms of this section.

(3) **CONDITION OF PERMIT.** The Village Forester shall have the authority to affix reasonable conditions to the granting of a permit in accordance with the terms of this section.

(4) **~~MASTER STREET COMPREHENSIVE TREE PLAN.~~** The Village Forester shall have the authority to formulate and amend from time-to-time the Village's Comprehensive a Master Street Tree Plan with the advice and recommendation of the Tree Board, ~~a hearing,~~ and approval of the Village Board.

SECTION III

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 IV

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

SECTION V

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

Adopted:

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: February 17, 2025

PLACEMENT: Ordinance

ITEM TITLE: An Ordinance to Amend Section 1.064 of the Germantown Municipal Code Related to the Membership of and Vote Required for Actions Taken By the Ethics Board

SUBMITTED BY: Brian Sajdak, Attorney

SUMMARY EXPLANATION:

Recent matters have resulted in an analysis of the Village's Ethics Code as it relates to the membership of the Ethics Board. This analysis resulted in the identification of two anomalies within the code. The first anomaly centers around the membership of the Ethics Board itself. The second centers on the voting requirements for the Ethics Board to take action.

With respect to the membership, the code provides that the Ethics Board consists of 5 members and 2 alternate members. Given the infrequent meeting schedule (I cannot recall any meeting of the Ethics Board during my tenure), positions on the Board tend to be hard to fill because volunteers generally want to be active and involved. As such, there are currently vacancies on the Board. As the Village President looks to fill positions, one provisions within the code that is unusual is the provision that allows for full-time employees of businesses within Germantown or property owners (but not residents) to be appointed to the Board. While allowing a broader membership than just residents might make sense for some committees, especially where having specialized knowledge for a member is important, it is highly unusual for ethics boards to include such a provision where the community might want its own citizens to be the judge of the conduct of their public officials. Accordingly, the proposed ordinance includes a provision that eliminates this language to require that only residents be appointed to the Ethics Board.

As it relates to the vote requirement, the code provides that a "four to one vote of the Board shall be required for any action taken by the Board" (except for decisions to impose penalties after a hearing, which requires a unanimous vote). This language is unusual and problematic. It is unusual because most statutes and codes do not set a specific number for a vote, instead providing a percentage requirement (e.g., a two-thirds or three-quarters vote). It is problematic for two reasons. First, it does not take into account any vacancies. If a board or committee has 5 members, but has two vacancies, is the code requires a vote of 4 it is impossible for that board or committee to take any action. The second reason this language is problematic is that it creates uncertainty—if the code requires a 4-to-1 vote to take action, does a 5-to-0 vote count? An argument can be made it would not. It would be different if the language said "a minimum of 4-to-1." To address this issue, the proposed ordinance changes the 4-to-1 vote requirement to a three-quarters vote requirement. This language provides the necessary flexibility to address vacancies. When the Board has no vacancies, 4 votes

would be required to take action, but if there are vacancies the vote required would adjust.

One last note, because there is a pending application before the Ethics Board, this item is also on the Village Board agenda this evening so that the application can proceed in a timely manner.

ATTACHMENT:

1. Ordinance to Amend Ethics Board Voting

STAFF RECOMMENDATION:

A Motion to approve the Ordinance to Amend Section 1.064 of the Germantown Municipal Code Related to the Membership of and Vote Required for Actions Taken By the Ethics Board as presented, or such other action as the Village Board deems appropriate.

ACTION BY Committee:

A recommendation is forthcoming from the General Government and Finance Committee at its meeting on February 17, 2025.

ORDINANCE NO. ____-2025

AN ORDINANCE TO AMEND SECTION 1.064 OF THE GERMANTOWN
MUNICIPAL CODE RELATED TO THE MEMBERSHIP OF AND
VOTE REQUIRED FOR ACTIONS TAKEN BY THE ETHICS BOARD

WHEREAS, Wis. Stat. § 19.59(1m) authorizes the Village to create an ethics code by ordinance, and Wis. Stat. § 19.59(3)(d) authorizes such ordinance to provide for administration and enforcement of the ethics code by an ethics board; and

WHEREAS, under this authority, the Village Board previously adopted sec. 1.064 of the Germantown Municipal Code which constitutes the Village's Ethics Code; and

WHEREAS, the Village Board desires to amend the provisions of the Ethics code relating to the membership of, and the vote required for action by, the Ethics Board;

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

SECTION I

Section 1.064(8)(b)12 of the Germantown Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is double underlined):

Membership. There is hereby created an Ethics Board consisting of 5 voting members and 2 alternates who shall serve without compensation unless the Village Board otherwise provides. A minimum of three members shall be present at any meeting in order to conduct business. The members of the Board shall be residents of the Village ~~or full time employees of a business located in the Village or owners of real property located in the Village.~~ The members shall not be elected officials, full time appointed officials or Village employees, nor shall they be currently serving on any other Village board or commission. Each member shall be appointed by the Village President and subject to confirmation by the Village Board. Terms of office shall be 3 years, except that when the initial appointments are made, one member shall be appointed for one year, 2 shall be appointed for 2 years and two for 3 years. The alternates shall be appointed for 3 year terms, except that when the initial appointments are made, one alternate shall be appointed for one year and one shall be appointed for 2 years. The alternates serve on the Board when one of the citizen members is unavailable. The Board shall elect its own Chairman and Vice Chairman. The Village Attorney shall furnish the Board legal assistance when necessary and when doing so does not present a conflict of interest to the Village Attorney. With the prior approval of the Village Board, the Ethics Board may retain independent counsel when the Village Attorney is unable to provide legal assistance to the Board. The Village Clerk shall serve as the Ethics Board Secretary.

SECTION II

Section 1.064(8)(b)12 of the Germantown Municipal Code is amended to read as follows
(NOTE: Deleted text is ~~struck-through~~; Added text is double underlined):

A ~~four to one~~ three-quarters vote of the Board members present shall be required for any action taken by the Board ~~with the exception~~ except that action taken by the Board, ~~pursuant to~~ following a hearing conducted under subparagraph (8)(b)7~~;~~ above, shall require a unanimous vote of all members present.

SECTION III

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 IV

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

SECTION V

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

Adopted: 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: February 17, 2025

PLACEMENT: Action Item

ITEM TITLE: Strategy Concerning Acquisition of Properties Located Generally at the Southeast Corner of Mequon and Pilgrim Road in the Village's Village Center District. The Village Board may convene into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

The Village has an accepted offer to purchase the following three properties in the vicinity of the intersection of Pilgrim and Mequon Roads:

The property that was previously the location of the Flower Source. The purchase price is \$1,700,000.

1. A vacant one-acre parcel adjacent to the Flower Source property and abutting Pilgrim Road. The purchase price is \$700,000.
2. The property that is currently leased to Ascension Columbia St. Mary's. The purchase price is \$5,000,000.

At the direction of the Village Board, Village staff has been conducting due diligence on these properties to determine the feasibility of redevelopment for several months. The due diligence process has included, environmental assessments, wetland delineations, traffic studies, engineering analysis, community input sessions, market analysis, master planning services, and building inspection. The due diligence period expires on February 18th. The Village does have the option to extend the due diligence period by 30 days at a cost of \$8,200.

In order to provide the Board with as much information as possible in order to make a decision on how to move forward, we have a fairly lengthy presentation prepared for this meeting. The presentation will include the following sections:

1. Report from Rinka Architects on the Results of their Community Input Sessions
2. Report from Ehlers on the Financial Feasibility of Redeveloping the Pilgrim/Mequon Road Area
3. Report from Bailey Copeland on Markets and Development Interest

4. Discussion of possible next steps, including development of a “Village Center” Zoning District, site & building design guidelines, approval process, and public participation by the Community Development Director
5. Village Attorney Overview of Action Item Before the Board

Since the due diligence period is ending the Village Board has four options tonight on how to proceed:

1. Direct staff to proceed with closing on the three parcels.
2. Direct staff to extend the due diligence period by 30 days at a cost of \$8,200.
3. Direct staff to take any action necessary to terminate the offers.
4. Direct staff to terminate the offers and negotiate new/amended offers.

This item was posted to provide the Board with the option to go into closed session to discuss negotiating strategy related to the acquisition of the properties. Under options 1-3 described above, there is no negotiation required as the only question is whether to proceed with acquiring the parcels. Accordingly, the presentation, discussion and decision should take place in open session. However, under option 4 it is possible that the Board may wish to negotiate further with the property owner. In this case, it would be appropriate for the Board to go into closed session to give staff additional direction with respect to negotiating strategy.

ATTACHMENT:

1. Village Board Meeting Presentation 250217

STAFF RECOMMENDATION:

Direct staff to proceed following one of the options listed above.

ACTION BY Committee:

GERMANTOWN VILLAGE CENTER

WHERE WE ARE

WHERE WE ARE GOING

VILLAGE BOARD MEETING
February 17, 2025



PLANNING & ENGAGEMENT UPDATE

Engagement of Stakeholders

- Two open houses held with community residents.
 - Public Comments were heard, and responses were posted on the Village webpage.
- Results were presented to the Planning Commission and Community.
- Meetings with various stakeholders, including but not limited to:
 - Economic Development Commission
 - School Board Representatives
 - Historical Society
 - Chamber of Commerce
 - Brokerage community
 - Developers
 - Brokers

Development of a Master Plan for the Opportunity Area

Creating A Village Center

An analysis of the existing Village Center identified the following key issues:

- The existing land uses are destination-driven uses and include little-to-no synergies with adjacent uses.
- Existing residential development is disconnected from Village Center destinations.
- It is difficult or unpleasant to walk or bike from one business to the next, thus people who use this area will generally only visit one business and leave.
- There isn't a sense of arrival or central identity to Village Center.
- Main Street lacks connection to adjacent uses and is in need of streetscape enhancements.
- A number of uses exist that are not typically present in "downtown" areas and do not contribute to the attractiveness of the Village Center.

The Village Center recommendations focus on three guiding principles or elements to address the above issues: Making a Neighborhood, Making a Place, and Making Connections.

Making a Neighborhood

While the Village Center primarily caters to auto-oriented commercial uses today, the future vision looks to create a neighborhood: compact, pedestrian-friendly, and mixed-use. Traffic and visits drive success of commercial and retail centers, and providing high-density housing offers additional market, visibility and dynamics to a neighborhood.



Making a Place

Public spaces must be flexible in their design. Placemaking is a collaborative process where community members, business partners, property owners, and the Village work together to reimagine public spaces through urban design, events, and programs. The goal of placemaking projects is to help people feel more connected to places; more excited to walk to lunch, shop locally, and stay/play for extended periods of time.



Making Connections

Great Village Centers are walkable, drivable, and bike-able and include a variety of civic spaces, such as complete streets, plazas, greens, and parks. The future vision looks to better connect Main Street, the Menomonee River, and Mequon Road through a combination of private sector development and public realm improvements.



RINKA+

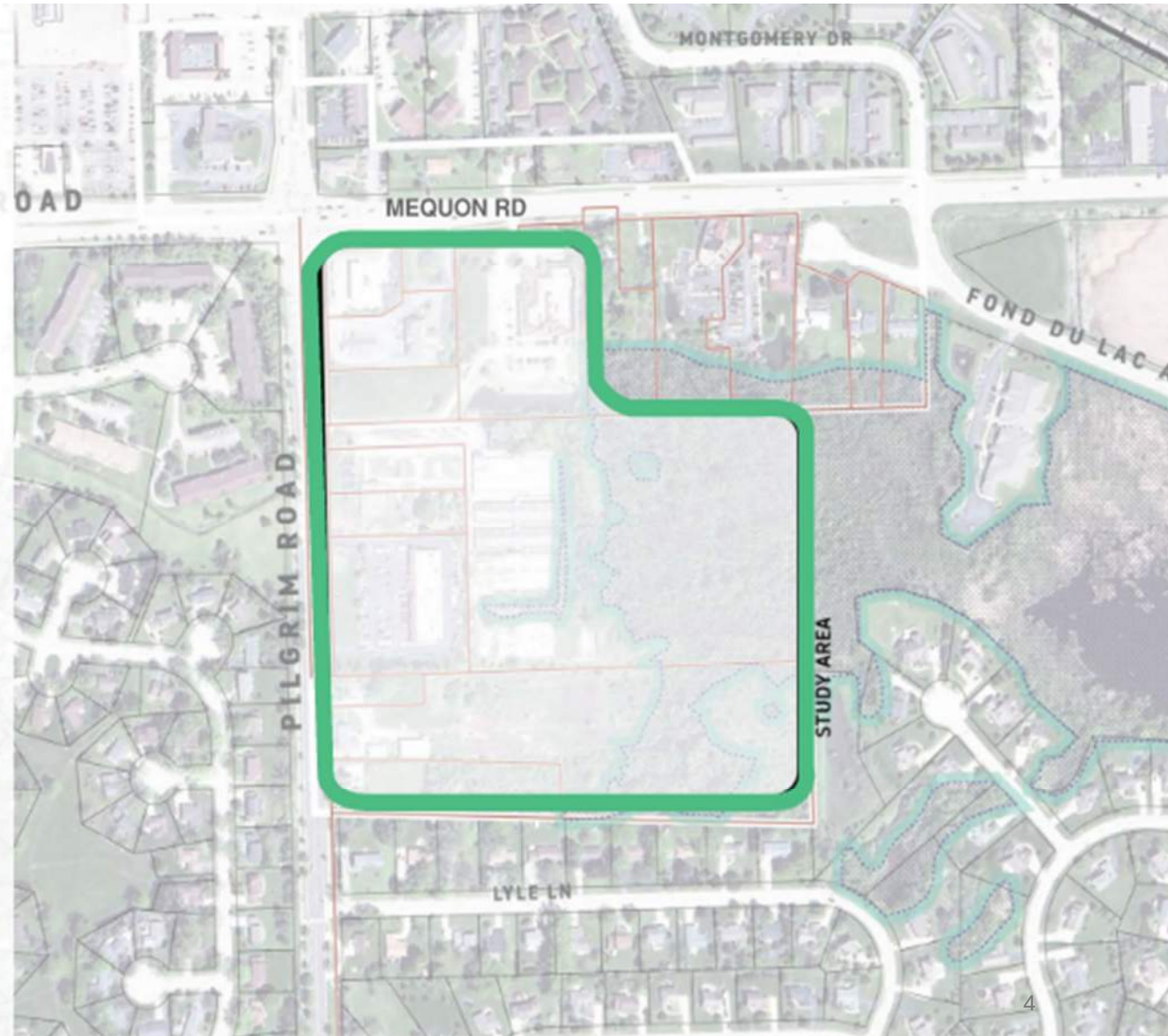
MASTER PLANNING PROCESS



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CATALYTIC OPPORTUNITY ZONE

- Agree upon a framework for quality development within the catalytic opportunity zone
- What are our short and long term objectives for the development of this area?
- What public amenities do residents want in order for the Village of Germantown to thrive?



PROCESS



2050 COMPREHENSIVE PLAN APPROVED

- Included a "Next Steps for Creating a Village Center" Process
- RINKA engaged to advance the Germantown Community Masterplan at the intersection of Mequon Rd and Pilgrim Rd.

VISIONING SESSION 01

1. Collaborate with the community on Masterplan Vision Statement
2. Discuss community master planning Principles
 - Comprehensive Plan Principles
 - Project Specific Principles
3. Brainstorm community activation opportunities / community programming
4. Interactive activity to prioritize Planning Principles
5. Q/A

VISIONING SESSION 02

AGENDA

1. Present revised Vision Statement
2. Follow up with further research with top 4 planning principles
3. Engage key community stakeholders discussing top 4 planning principle objectives
4. Present masterplan Land Use Concepts
 - Solicit feedback with interactive survey tool
5. Further discussion on potential community events
6. Q/A

PLANNING COMMISSION MEETING

AGENDA

1. Present masterplan process and findings
2. Present community input data
3. Present Land Use Concepts
4. Present Preliminary masterplan concept
5. Confirm alignment with community goals
6. Discuss implementation phase

VILLAGE BOARD

AGENDA

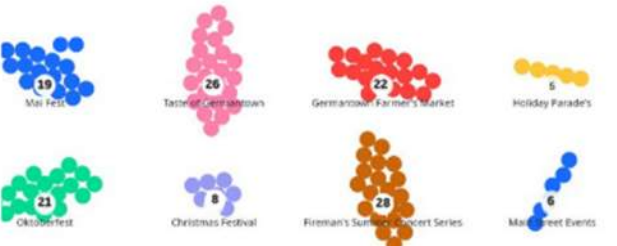
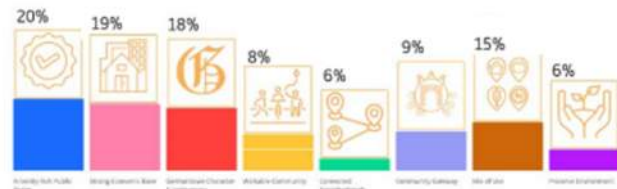
1. Present masterplan process and findings
2. Present community input data
3. Present Land Use Concepts
4. Present Preliminary masterplan concept
5. Confirm alignment with community goals
6. Discuss implementation phase
7. All Financial Discussions



VISION STATEMENT:

The vision for this site is to create a welcoming gateway to Germantown that reflects the community's rich heritage and enhances its **sense of place**. By embracing the goals of the 2050 Plan, the area will offer spaces that bring people together—diverse housing options, vibrant local businesses, and inviting **public space**—all connected through pedestrian-friendly infrastructure. This vision celebrates **Germantown's unique character** while fostering connections and opportunities for future generations.

VISIONING SESSION 01



PLANNING PRINCIPLES

- Eight key principles have been developed for Germantown
- These principles will be used to guide the success of the masterplan
- We're asking for your input and feedback on these principles to guide the future masterplan

1 AMENITY-RICH PUBLIC REALM

- Welcoming public spaces for social gathering
- Enhance and protect the pedestrian experience
- Provide active public spaces
- Create access to outdoor activities

2 STRONG ECONOMIC BASE

- Highest and best use of property to drive attract residents and businesses
- Create development that provides a diverse array of goods, services, and employment
- Encourage infill development and promote the village as a destination
- Provide residents and businesses with safe, reliable, and adequate utilities and facilities to meet current and future needs

3 MAINTAIN GERMANTOWN UNIQUENESS AND CHARACTER

- Celebrate village values and identity
- Build upon the regional and cultural historical influences
- Protecting and preserve rural character and quality of life

4 CREATE A WALKABLE COMMUNITY

- Pedestrian-Oriented
- Active ground-level uses
- Human-scaled buildings
- Services within walking distance of residents
- Tree-lined streets and sidewalks
- Create better connectivity to different neighborhoods and districts within the village
- Comprehensive sidewalk and trail network, connects downtown to river

5 CREATE CONNECTED NEIGHBORHOODS

- Enhance street infrastructure to protect the pedestrian experience
- Safe and frequent crosswalks, landscaping, and shade
- Design to accommodate all ages and abilities
- Wayfinding signage & pedestrian-scaled safety lighting
- Coordination with the Washington County bikeway & trail network plan

6 CREATE A GATEWAY AND PUBLIC PLAZA

- Flexible space which allows multiple events and uses
- Serves as the community gathering space
- Thoughtful design allows passive and active uses throughout all seasons

7 USE MIX OF USE TO CREATE A DESTINATION

- Create a destination by concentrating different uses
- Provide a balanced mix of land uses - residential, retail, restaurant, entertainment, employment, civic, etc.
- Provide choices for people to experience downtown Germantown in different ways
- Parks and open spaces integrated with entertainment

8 PRESERVE THE ENVIRONMENT

- Preserve natural and physical features of the community
- Create stormwater management: green streets & blue roofs
- Maximize green spaces
- Leverage green corridors as public amenities
- Consider sustainability in the selection of materials and their application

VISIONING SESSION 02

BROKERAGE COMMUNITY

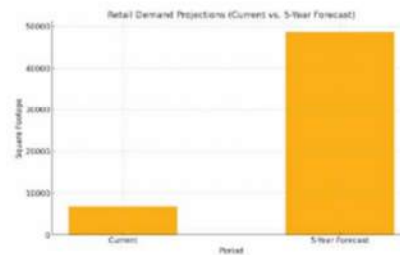
MIX OF USE

RESEARCH

In conversations with development professionals, there is a belief that there is a demand for retail, commercial, and office space in Germantown that will continue to grow in the future.

The demand for modern retail spaces is underscored by low vacancy rates and pent-up demand for newer facilities.

We have also engaged the brokerage community to discuss business viability on the busy intersection of Pilgrim Road and Mequon Road.



TAKEAWAYS:

Market experts have estimated 20,000 SF of market demand for retail / office / commercial space. High quality businesses and tenants are more likely to fill this demand if they are part of a vibrant masterplan.

GERMANTOWN UNIQUENESS & CHARACTER

RESEARCH

We have met with the Executive Director of the Germantown Historical Society to learn more about what makes Germantown unique.

Germantown was founded by like-minded individuals who valued their freedoms and want to build a culture and community to support each other and thrive.

Wisconsin's first insurance company, founded in Germantown, provides evidence that Germantown's founding residents were interested in forming lasting ties to the community.

TAKEAWAYS:

Celebrate early Germantown residents' pioneering spirit. There is an opportunity to memorialize the historic Fond Du Lac Indian walking trail on site.



SCHOOL SUPERINTENDENT

STRONG ECONOMIC BASE

RESEARCH

Community-focused amenities that elevate quality of life can position Germantown to compete against surrounding communities.

We had a conversation with superintendent of the Germantown School District on the value of high quality development:

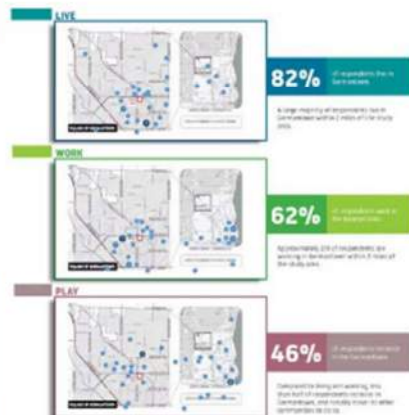
- Undesirable development can increase transient students and staff
- High-quality development, like diverse housing options, allows the district to attract & retain teachers and students alike.

TAKEAWAYS:

There are opportunities to improve the way people live, work, and play in Germantown.

Undesirable development can be a burden, where high-quality can support overall improvement.

Apartments have less demand on the number of students entering the system than single family neighborhoods.



AMENITY-RICH PUBLIC REALM

RESEARCH

We met with the Executive Director of the Chamber of Commerce, who suggested the following community events that could be accommodated at the study area:

- Mai Fest
- Farmers Market
- Smaller performance venue
- Vendor Opportunity for Charitable Events
- Brat Fry
- Ice Skating
- Splash Pad
- Seasonal Holiday Events
- German Christmas Market

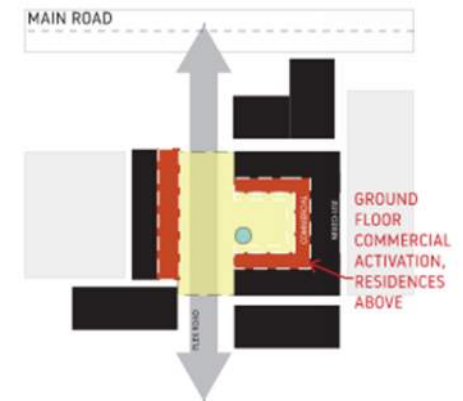
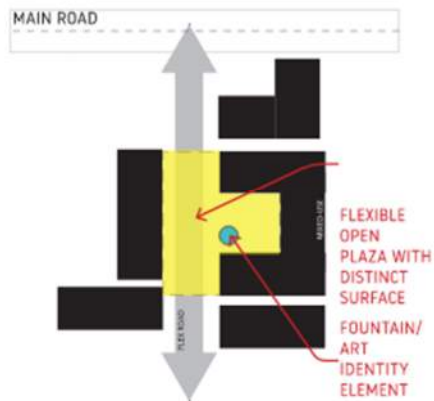
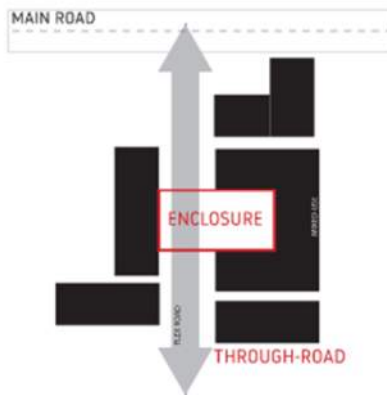


HISTORICAL SOCIETY

CHAMBER OF COMMERCE

GERMANIC/MARKTPLATZ DESIGN QUALITIES

URBAN PLANNING PRINCIPLES

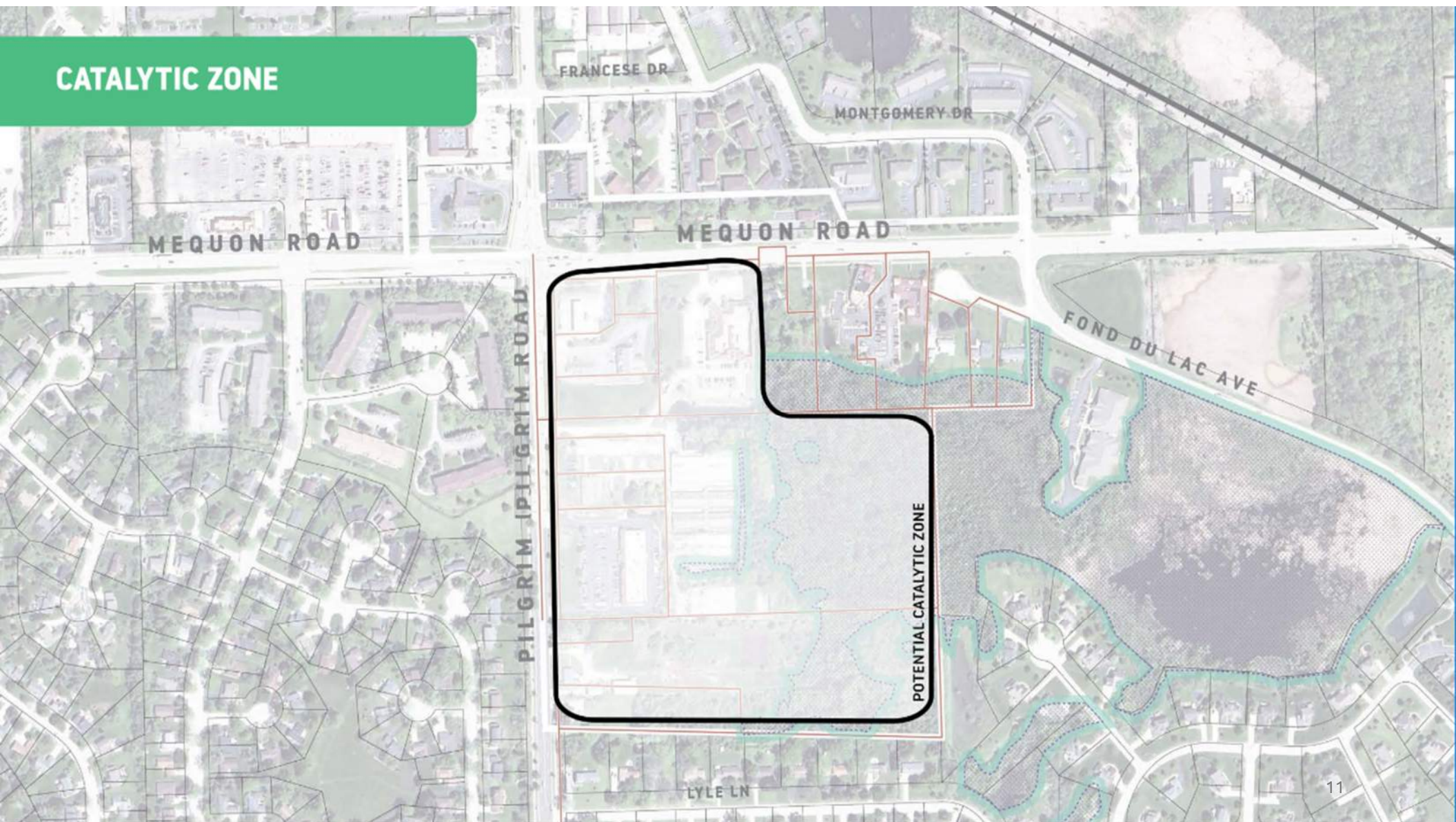


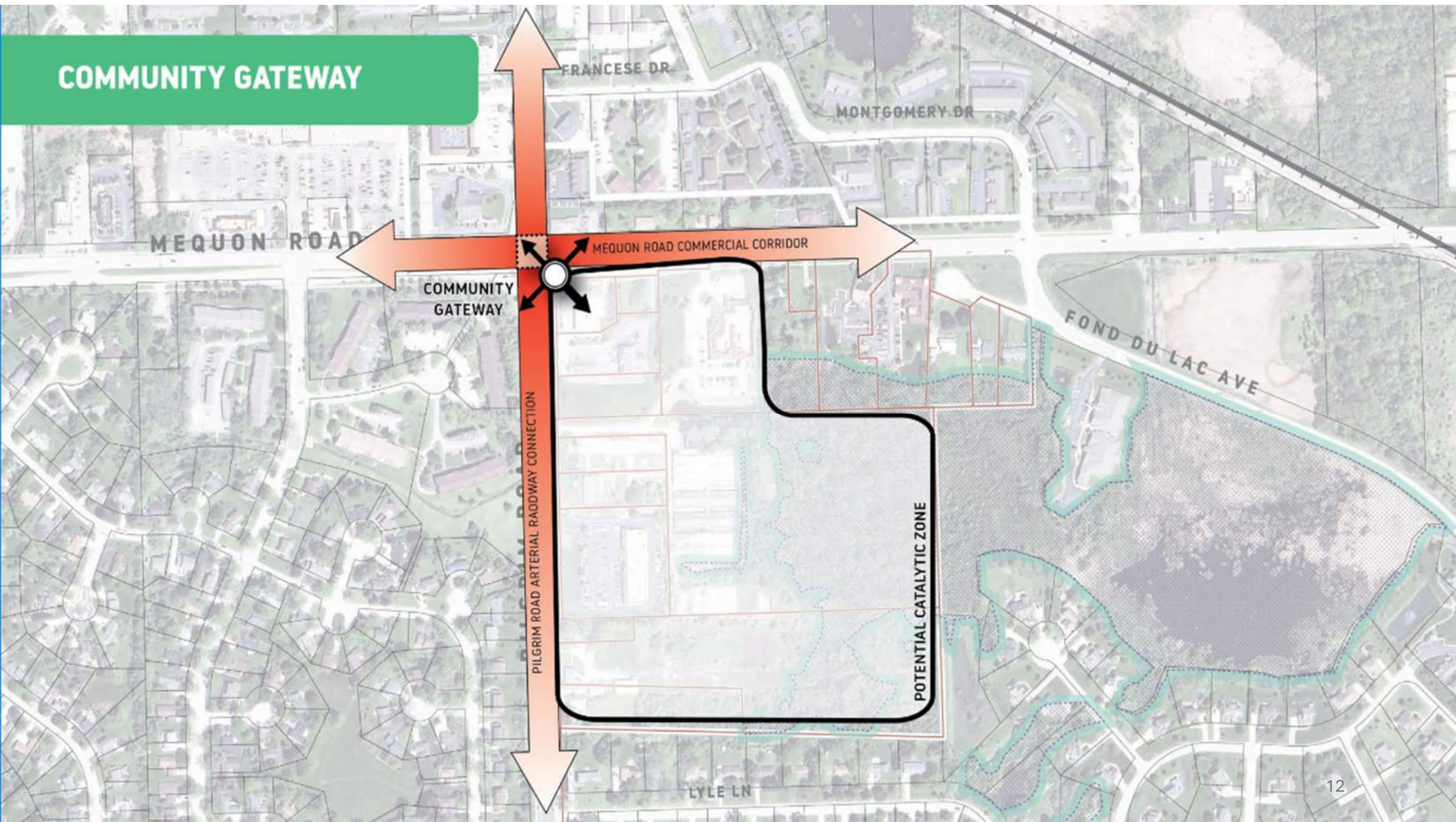


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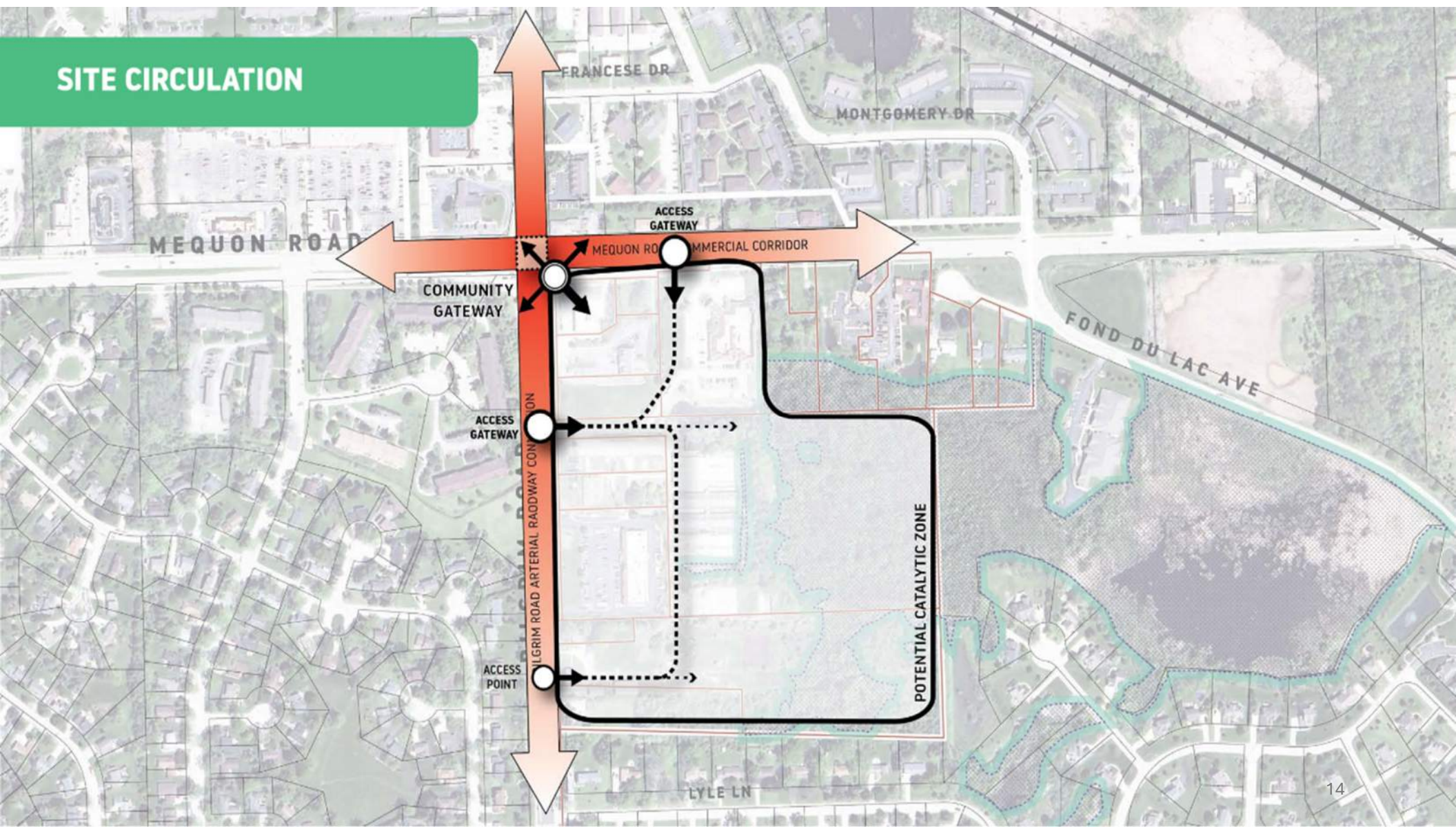
PLACEMAKING FRAMEWORK

CATALYTIC ZONE

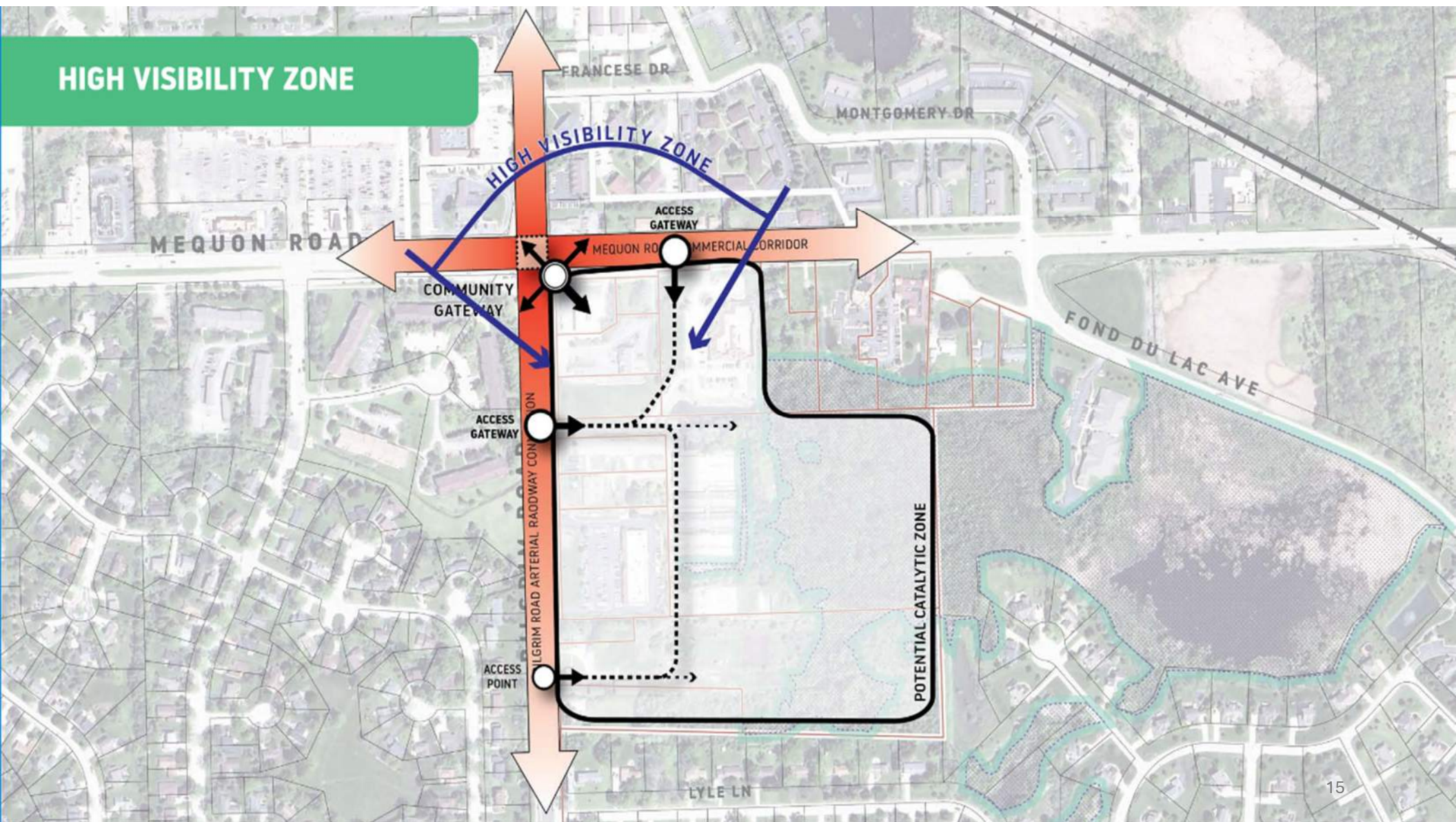




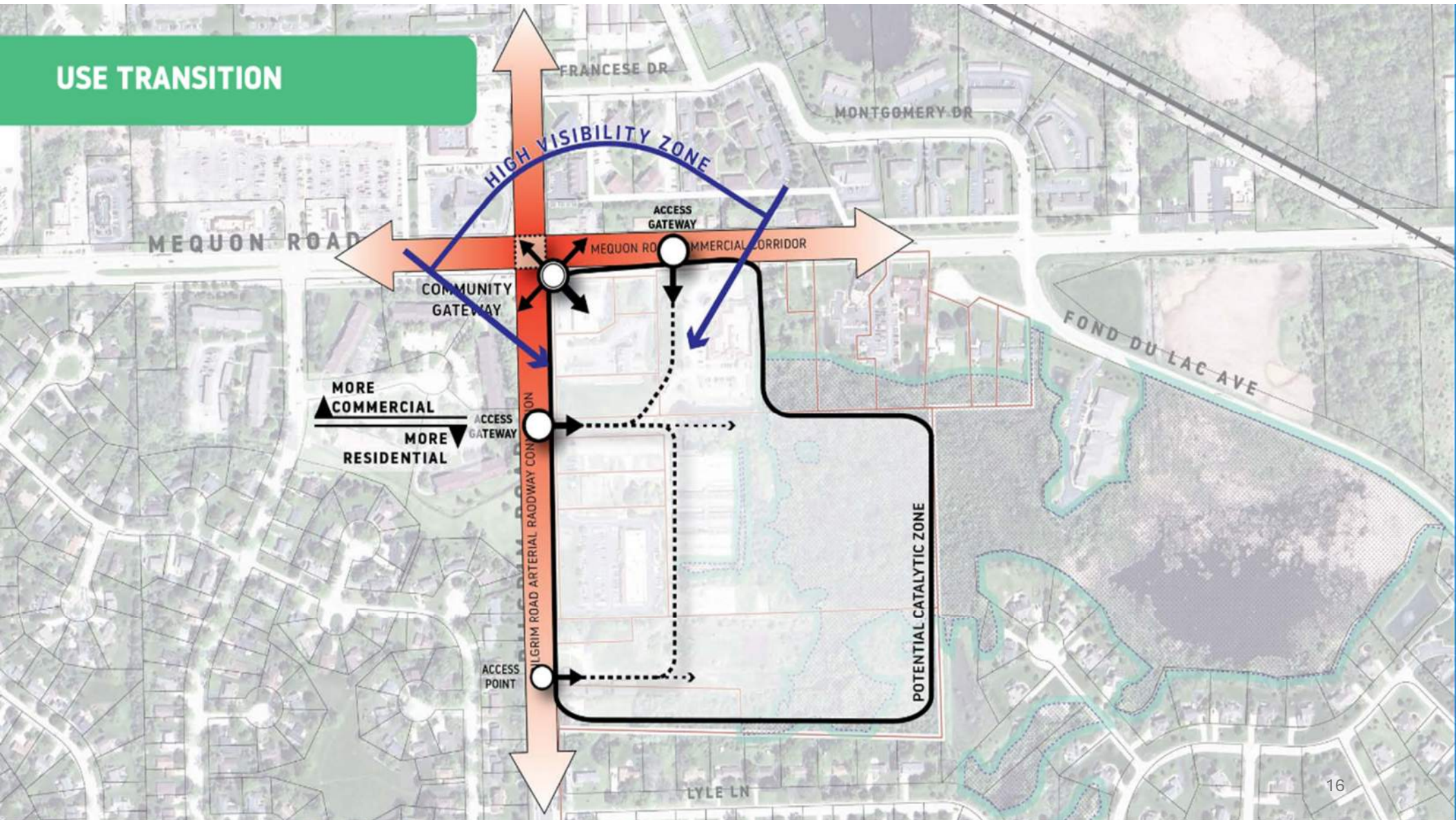
SITE CIRCULATION



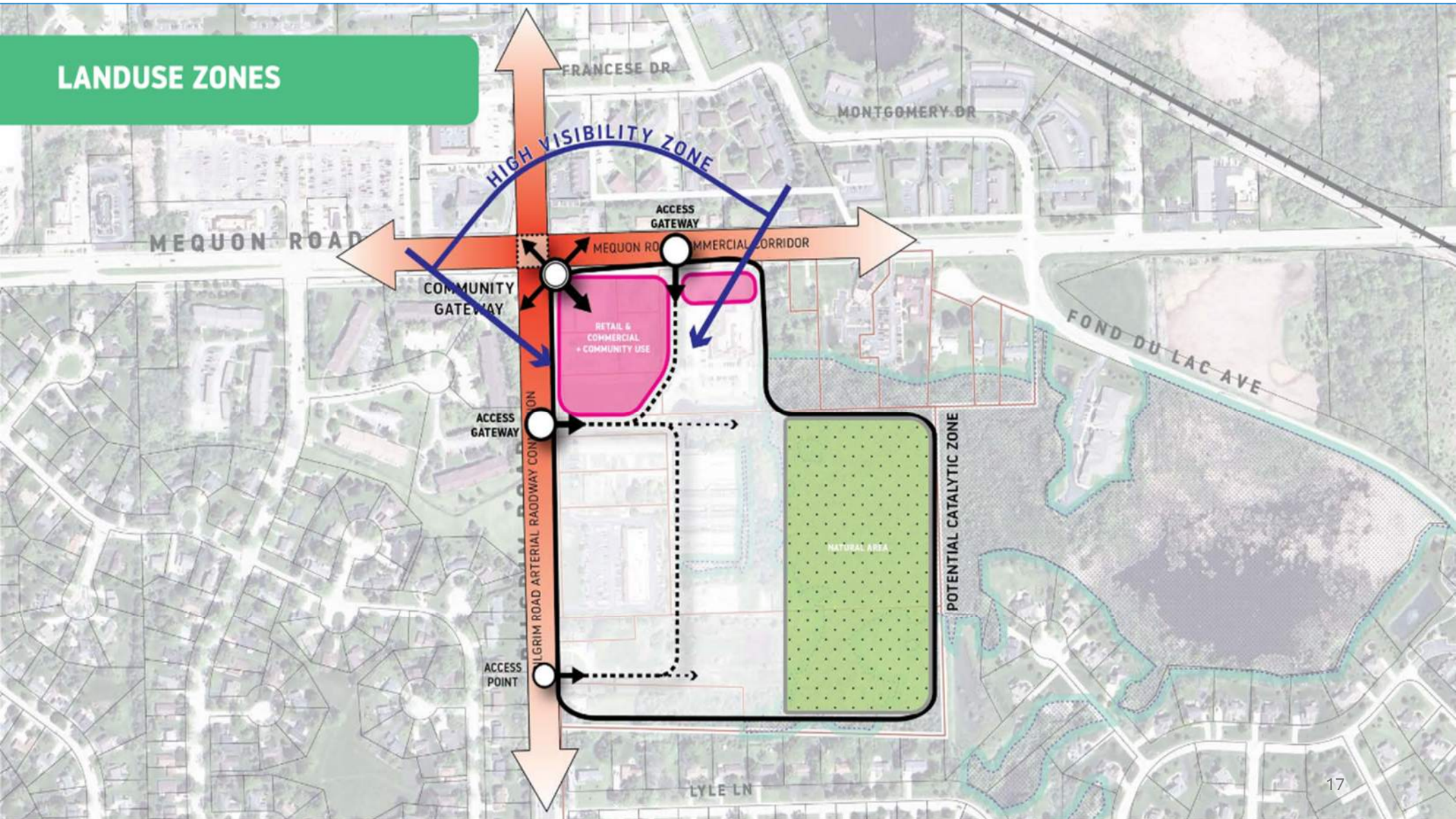
HIGH VISIBILITY ZONE



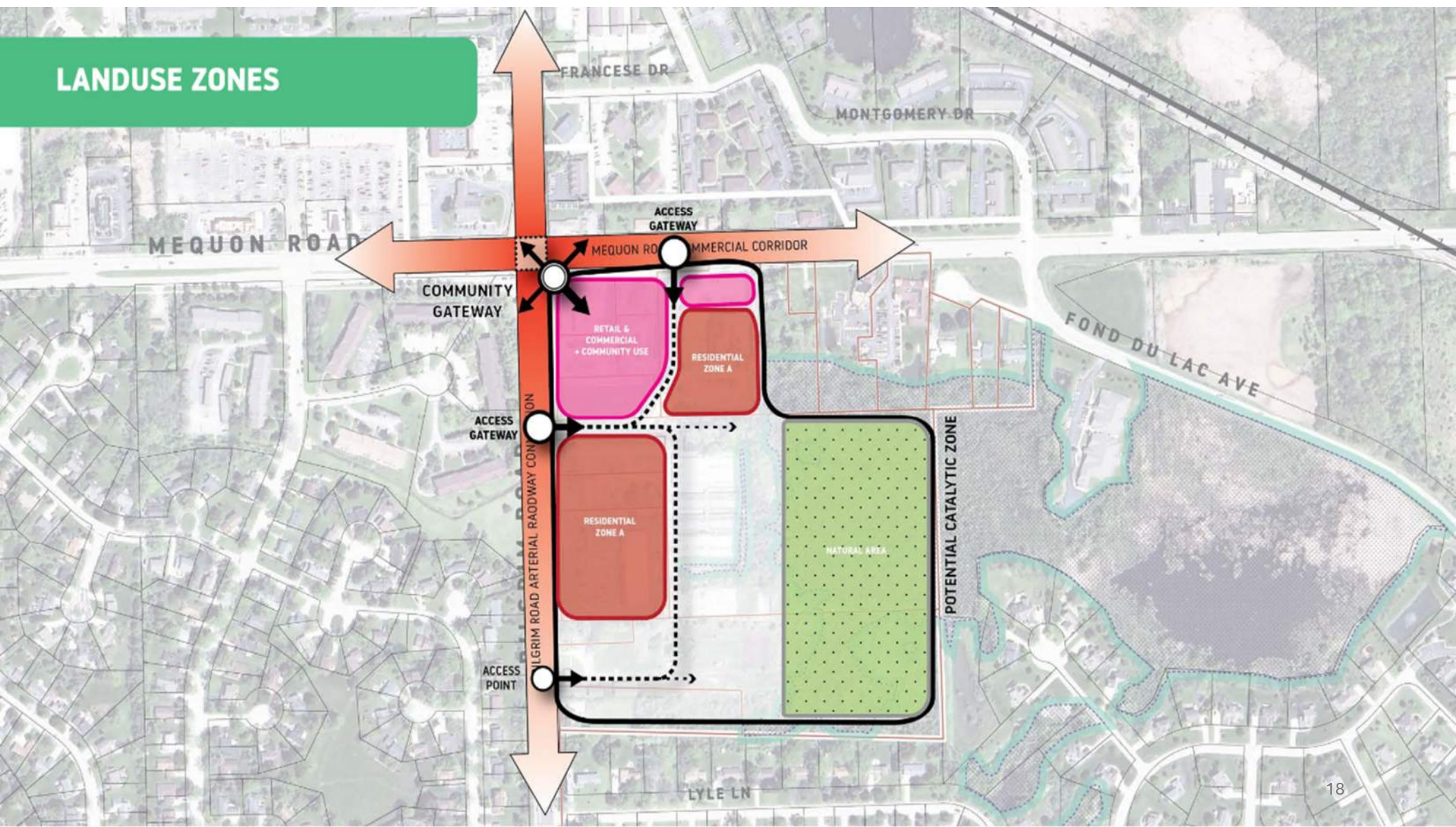
USE TRANSITION



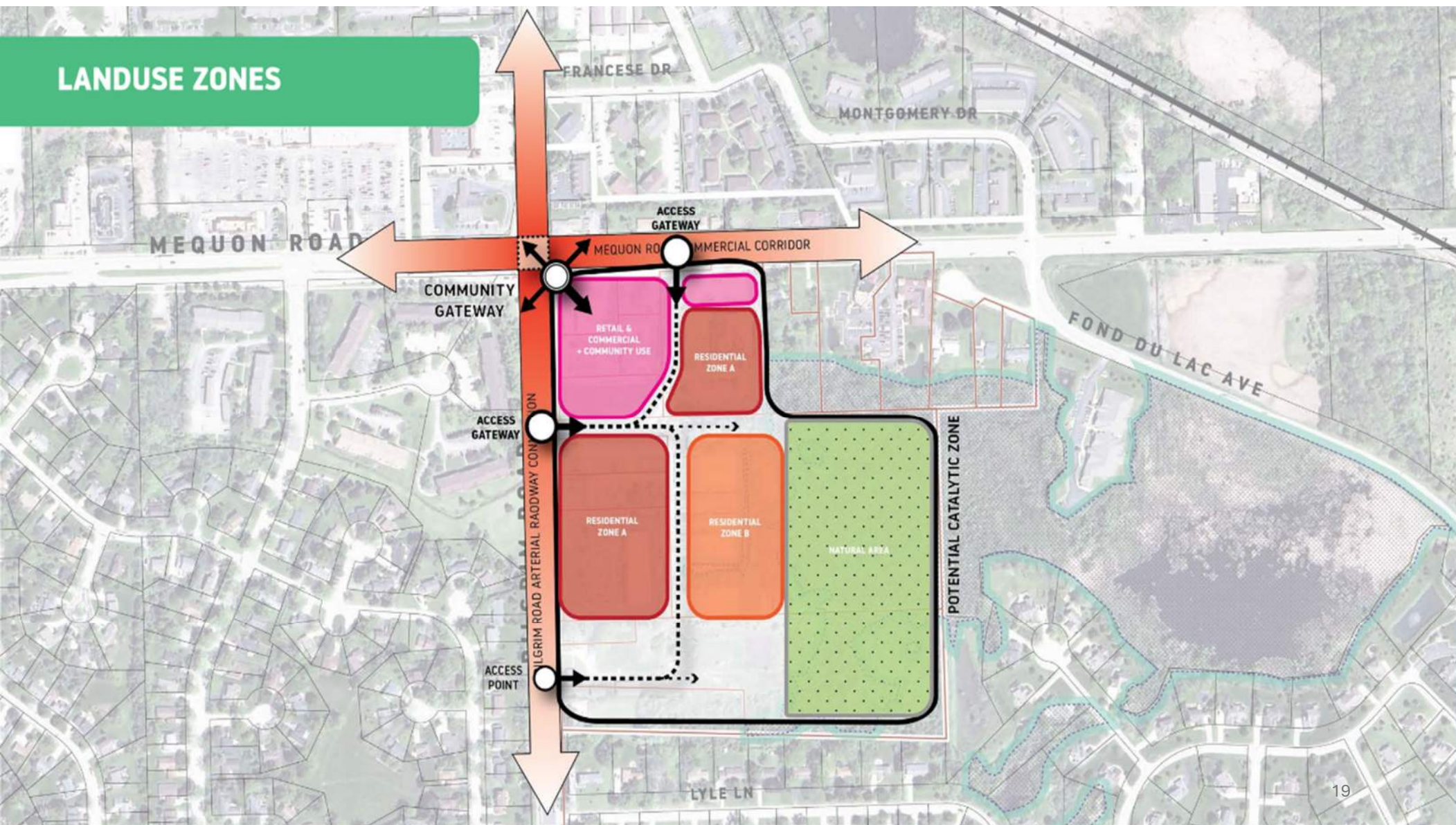
LANDUSE ZONES



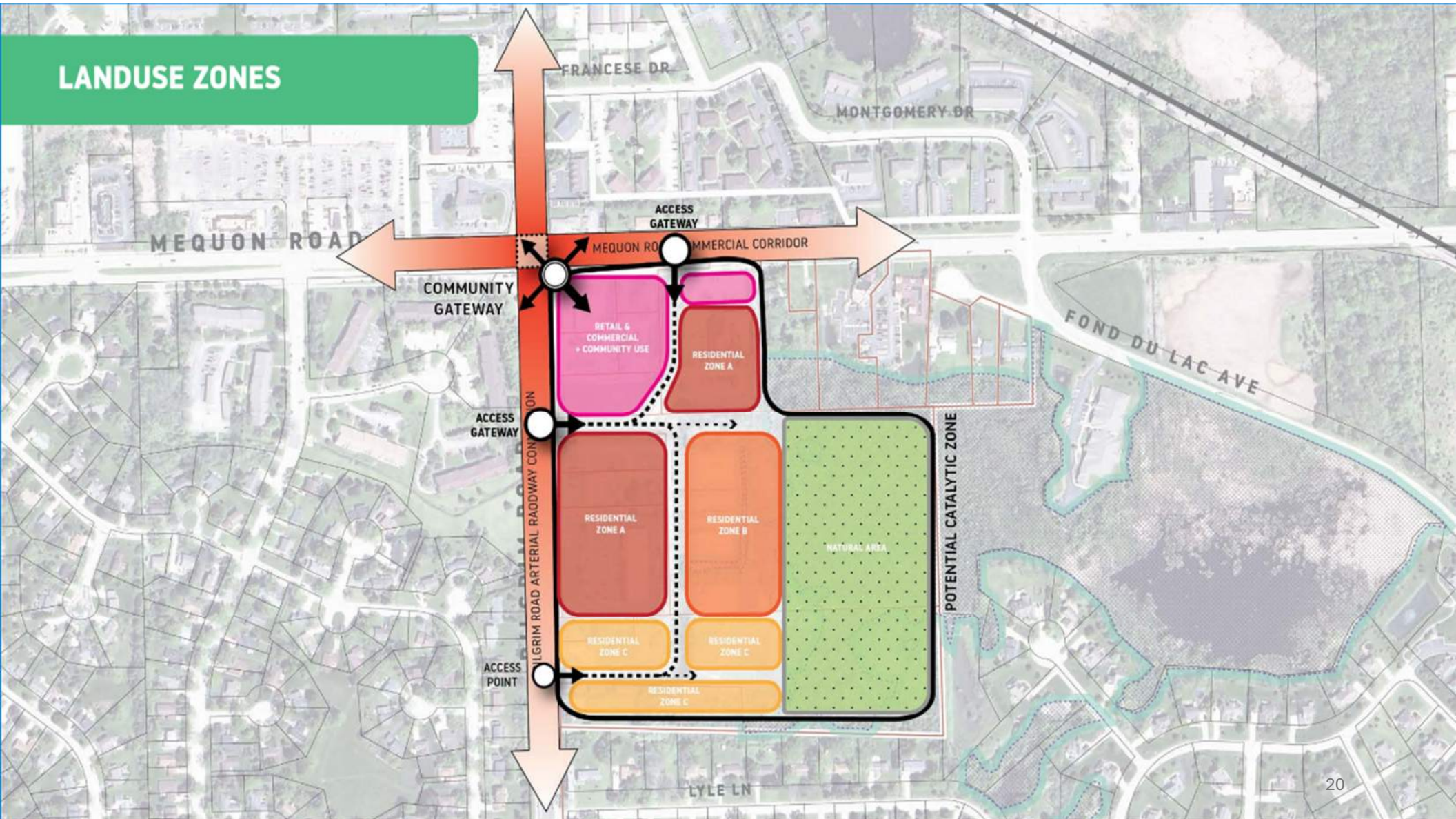
LANDUSE ZONES



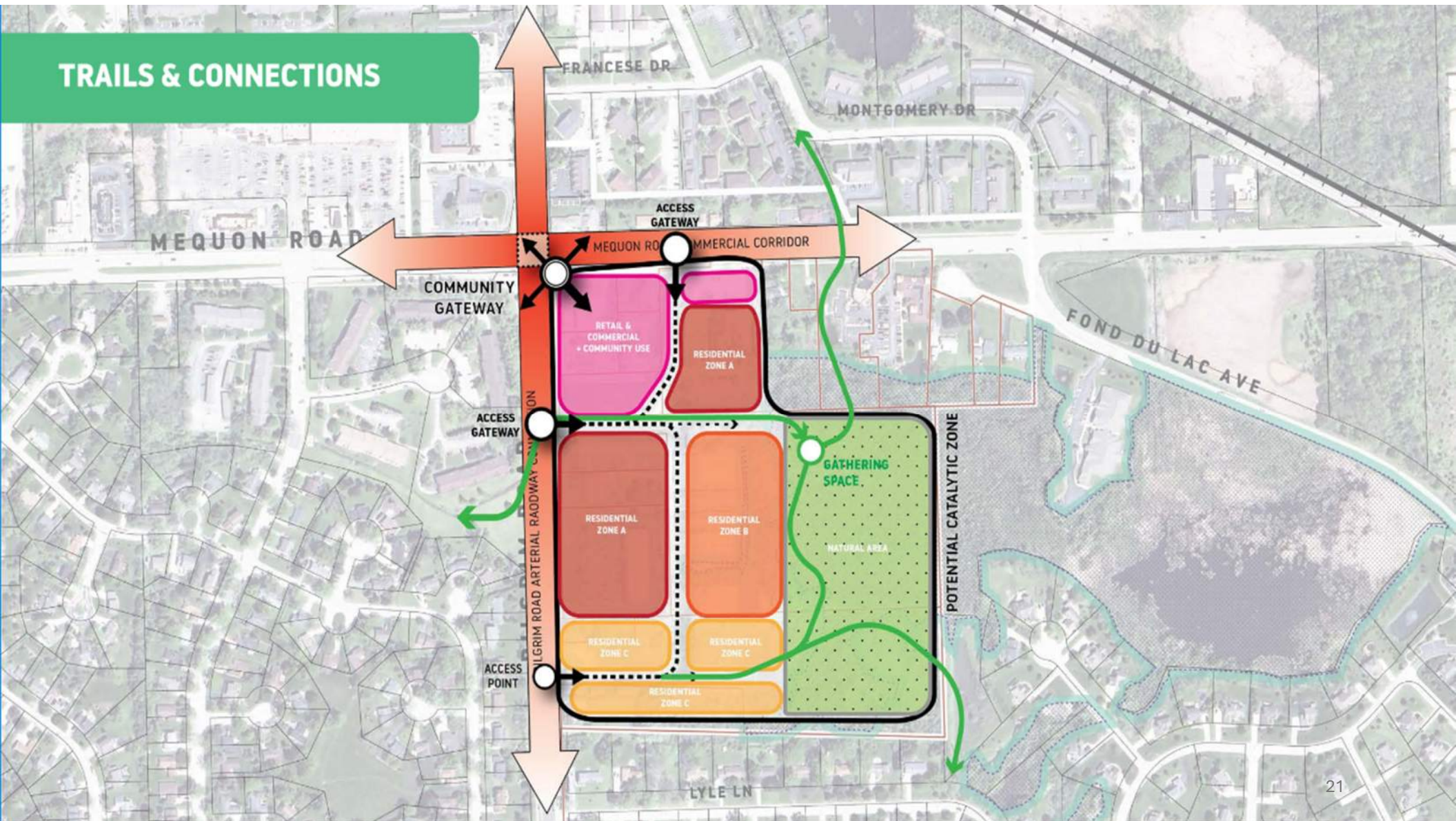
LANDUSE ZONES



LANDUSE ZONES



TRAILS & CONNECTIONS



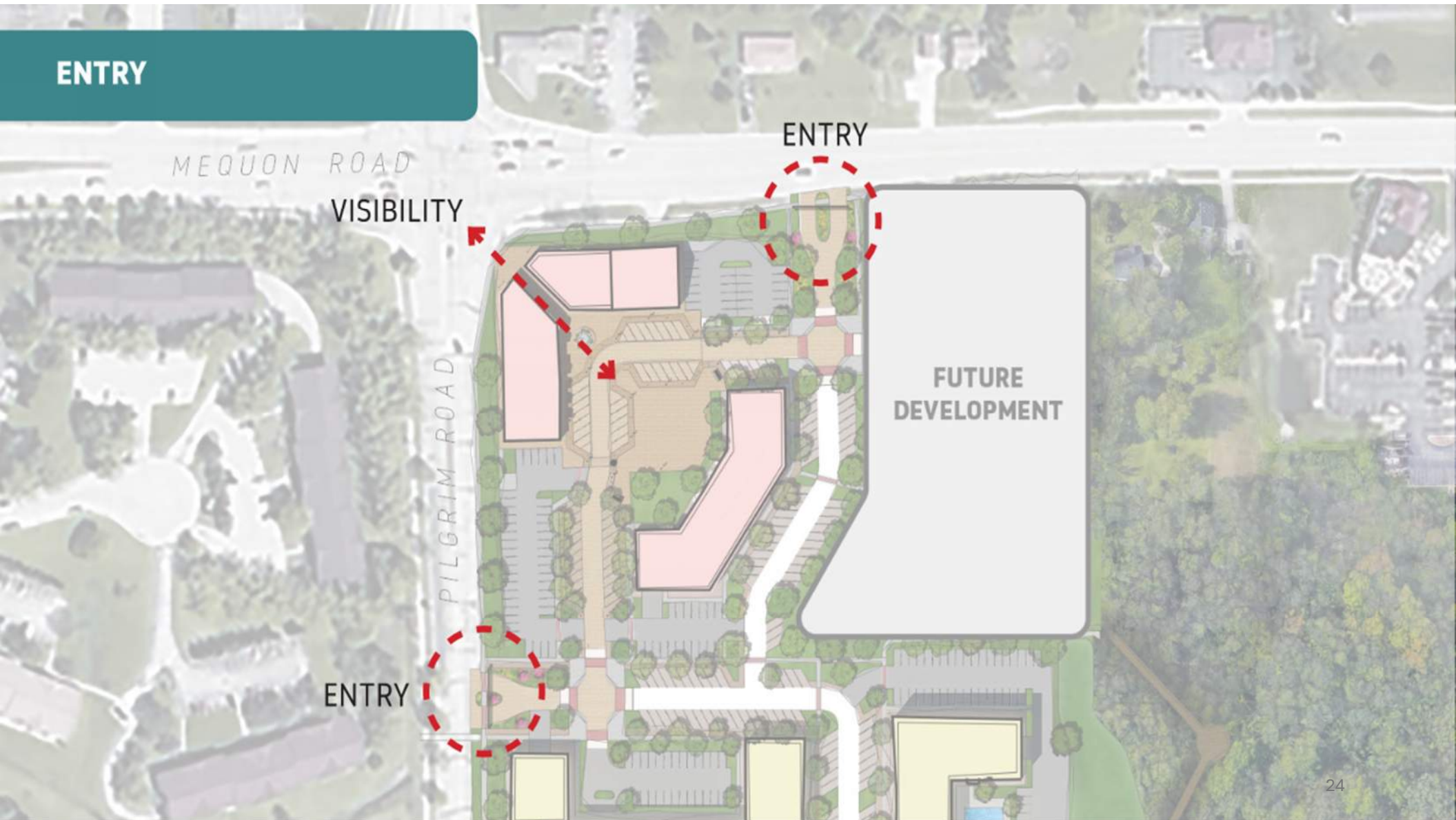
SITE PLAN



COMMERCIAL AREA



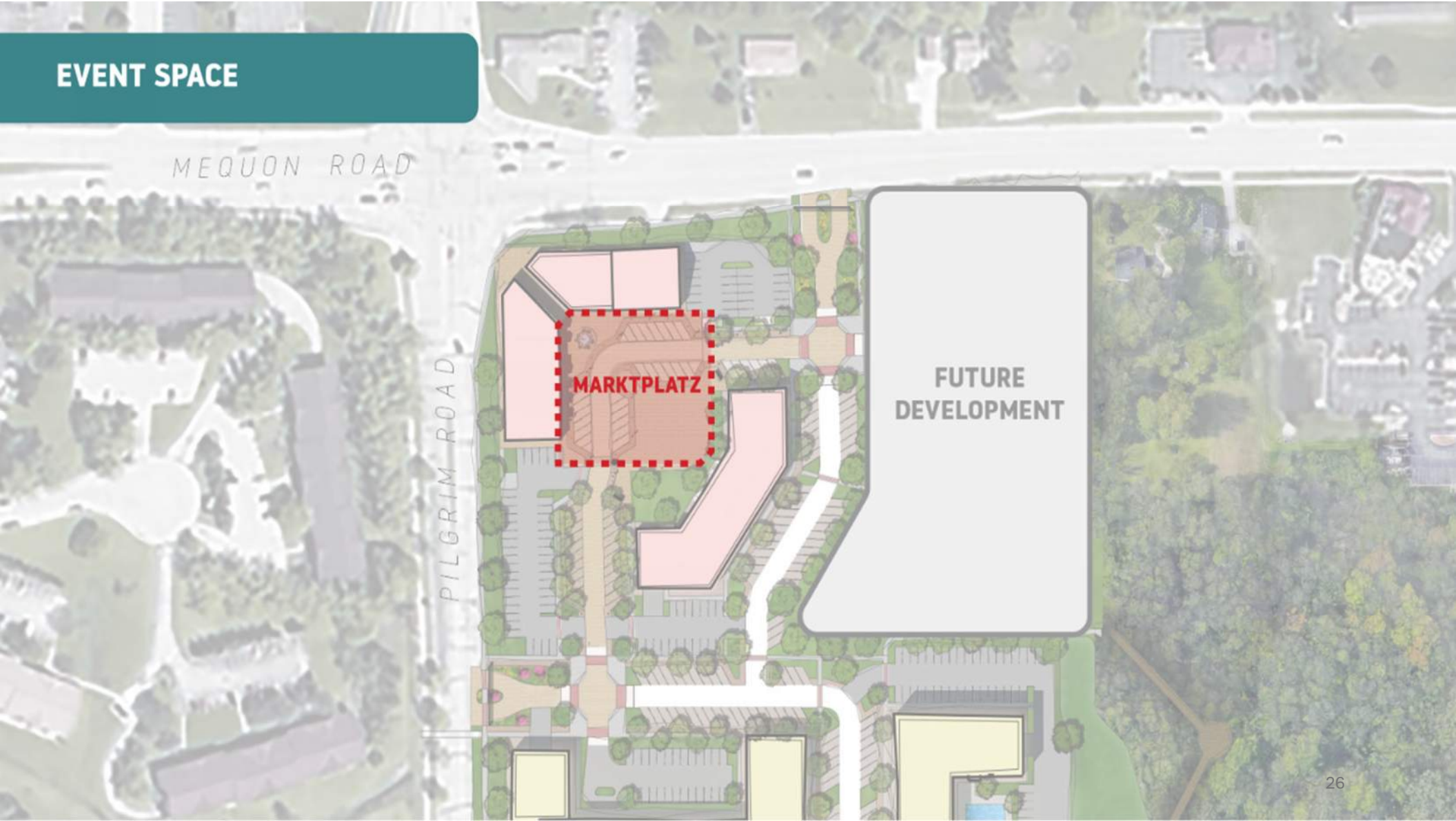
ENTRY



PUBLIC PARKING



EVENT SPACE



NORMAL DAY



NORMAL DAY



MARKET DAY



HOLIDAY MARKET



IMPLEMENTATION



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FRAMEWORK TO REALITY

The Village Center District and Masterplan align with and support three key goals, objectives, and action steps from the 2050 Comprehensive Plan.

HOUSING GOAL: Nature existing neighborhoods and develop a variety of new housing types that are accessible and welcoming to a diversity of resident. New housing should contribute to Germantown's community character and build on the Village's assets.

ECONOMIC DEVELOPMENT GOAL: Promote economic, social, and environmental benefits through business and commercial activity in Germantown with a cohesive and unifying vision that inspires investment, tourism and local pride.

LAND USE GOAL: Pursue a land use pattern of neighborhoods, districts, and corridors that facilitates the siting and compatibility of new and existing uses in a manner that promotes the efficient use of existing and future public utilities and facilities while protecting natural and environmental resources and preserving our rural character and quality of life.

8. Implementation Plan

Implementation Plan

The Implementation Plan is often the most important section of any comprehensive plan, serving as both summary and guide to realizing the vision developed through the planning process.

The Implementation Plan is often the most important section of any comprehensive plan, serving as both summary and guide to realizing the vision developed through the planning process.

Germantown's Implementation Plan includes an overarching goal for each section of the plan. Each section includes a summary of why the goal is important, key leaders responsible for carrying out the goals, and a series of objectives. Each objective in the implementation plan also includes a priority time frame and potential action steps.

The following page includes a descriptive summary and explanation of the format of each Implementation Plan Section.

Plan Review and Amendment

The Comprehensive Plan is intended to be reviewed frequently by Village staff to assess its reflection of current goals.

Periodic amendments are appropriate to the Comprehensive Plan and may be suggested by Village staff, officials, and residents. Changes should be consistent with the plan's vision.

Plan amendments must follow the processes required by State Statutes. Wisconsin Statute 66.1001(2)(i) requires comprehensive plan updates every 10 years.

Additionally, the Village will conduct an annual review of the 2050 Plan including an assessment of progress made toward achieving the Implementation Plan objectives and action steps. The Village will make amendments to the 2050 Plan on an annual basis or when deemed necessary.

Comprehensive Plan Goals, Objectives, and Action Steps

HOUSING

TRANSPORTATION

AGRICULTURAL, CULTURAL,
AND NATURAL RESOURCES

UTILITIES AND COMMUNITY FACILITIES

ECONOMIC DEVELOPMENT

LAND USE

MULTI-FAMILY DEVELOPMENT



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BENEFITS OF MULTI-FAMILY HOUSING

Multifamily housing plays a vast and diverse housing role that serves an essential and evolving purpose in communities across the country.

At its core, multifamily housing increases the **density, variety, and efficiency** of a municipality's housing.

Multifamily housing broadly improves our cities in four far-reaching ways:

- Invigorating **economic vitality** by improving the livelihood of workers and businesses
- Improving **fiscal health** by increasing the tax base and efficiently using public resources
- Increasing **environmental sustainability** by efficiently building and operating residential units
- Enhancing **quality of life** by allowing for healthy, culturally vibrant, and place-based lifestyles



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MISCONCEPTIONS

Contrary to some misconceptions, multifamily housing does not negatively affect property values, public schools, traffic, and emissions. In many markets, these community issues are in fact improved.

Single-family homeowners are understandably concerned about two community goods: property values for single-family homes and the viability of local public schools. Many studies have sought to understand the effects of multifamily housing on these goods.

Property values for single-family homes are not harmed, and in fact are often boosted, by the arrival of nearby multifamily housing development. Time series analyses of seven areas in Boston found that home values were generally boosted by being near pioneering multifamily housing developments over the course of thirty years, relative to areas without such development.¹ This study has been replicated in numerous cities, such as Portland, Richmond, and in numerous cities and regions, with similar results.²

Similarly, multifamily housing does not place undue strain on local public schools. This concern is premised on the assumption that multifamily developments will bring in too many families with school-age children while yielding lower tax revenues. In fact, residents of multifamily housing typically have far fewer children, while the net impact of multifamily housing on a city's fiscal health is positive when considering the increase in tax revenues.

AVERAGE NUMBER OF SCHOOL-AGE CHILDREN PER 100 UNITS OF HOUSING³



¹ Pollakowski et al., 2005, "Effects of Mixed-Income, Multi-Family Rental Housing Developments on Single-Family Housing Values."

² Streets MN, 2016, "No, Large Apartment Buildings Won't Devalue Your Home."

³ NAHB Special Studies, 2017.

* For recent mover households.

MULTI-FAMILY HELPS DRIVE COMMERCIAL DEVELOPMENT

Phased Development & Long-Term Growth:

- **Initial focus on multifamily:** Starting with multifamily housing in a development plan sets the foundation for future commercial success. This phase builds the necessary customer base and infrastructure needed for the next stages of development.
- **A natural progression:** Once the multifamily component is established and the area is populated, commercial businesses follow, completing the ecosystem. The combination of increased population density and the steady flow of potential customers helps create the vibrant, thriving community desired by businesses and residents alike.



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MULTI-FAMILY HELPS DRIVE COMMERCIAL DEVELOPMENT

Increasing Population and Density:

- **Core to attracting businesses:**
One of the key factors in attracting commercial development—such as restaurants, bars, retail shops, and other services—is the local population. Multifamily housing increases the residential density of an area, which directly contributes to a larger, more stable customer base for these businesses.
- **Support for local businesses:**
Businesses often thrive in areas with high foot traffic, and multifamily housing provides a consistent stream of potential customers. By increasing the number of people who live in the area, you are essentially creating a built-in market for restaurants, shops, and other commercial establishments.



STRONG DEMAND

- Germantown's population is growing and changing.
- Average household size is trending down over time.
- All comparable multi-family developments in the area are at 95% occupancy or higher.
 - Current Vacant Rates (per CoStar as of 2.12.2025)
 - Germantown 2.5%
 - Mequon 1.1%
 - Menomonee Falls 4.6%
 - Cedarburg 2.3%
- Market Study shows that there is a demand for over 1,000 units over the next five years.



"There is no one-size-fits-all ratio of multi-family to single-family housing. Rather, a mix of housing types can provide options to individuals and families with different incomes and preferences, which change overtime and in different stages of life."

- 2050 Comprehensive Plan, Page 144

FINANCIAL FEASIBILITY ANALYSIS



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What is Tax Increment Financing?

- Key acronyms:

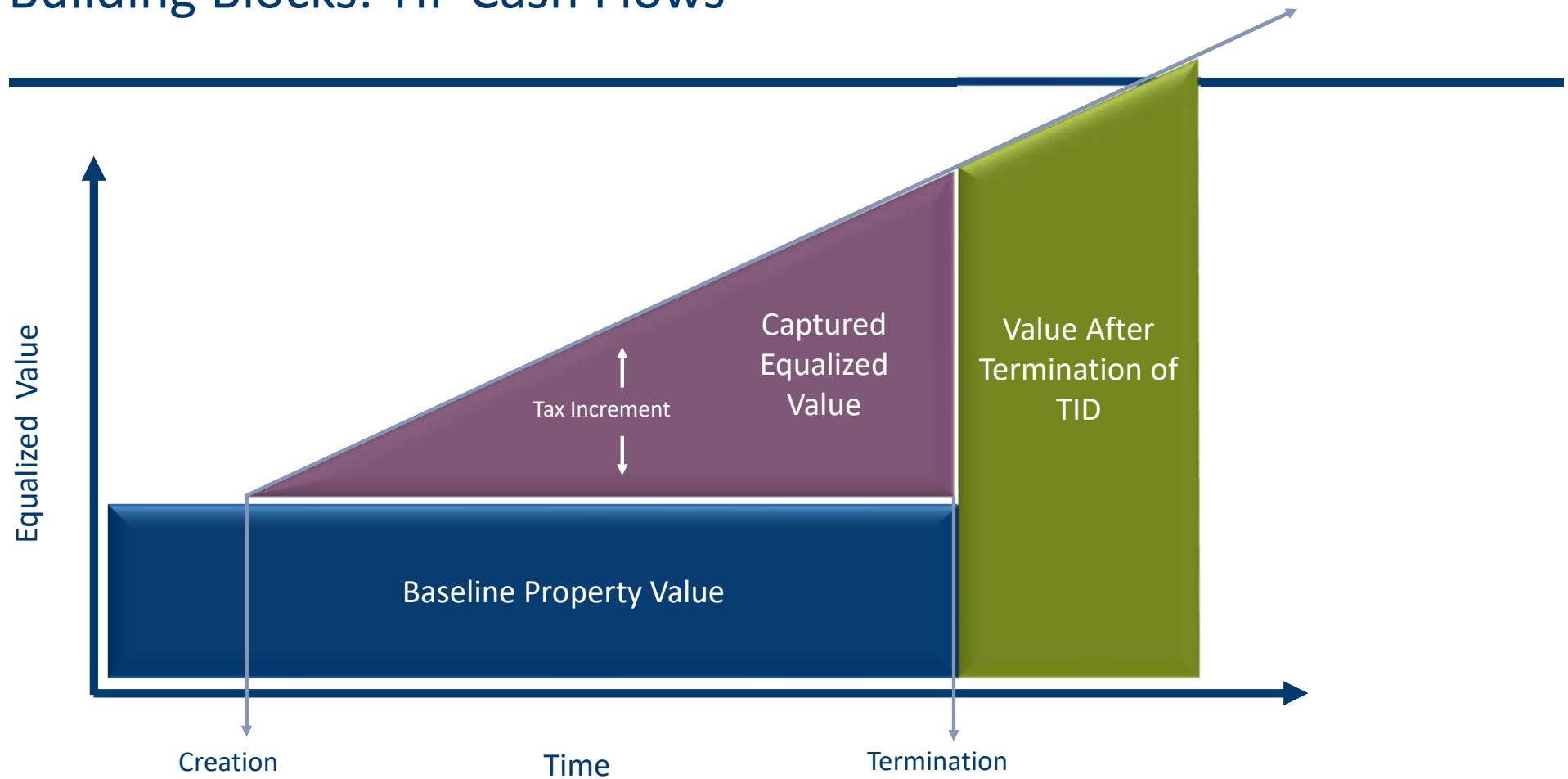
TIF = Tax Increment Financing (*the tool*)

TID = Tax Increment District (*where the tool is used - boundary*)

- Powerful economic development tool

Allows municipalities to capture incremental property tax revenue from tax base **growth** in defined area & use it to **benefit** that area

Building Blocks: TIF Cash Flows



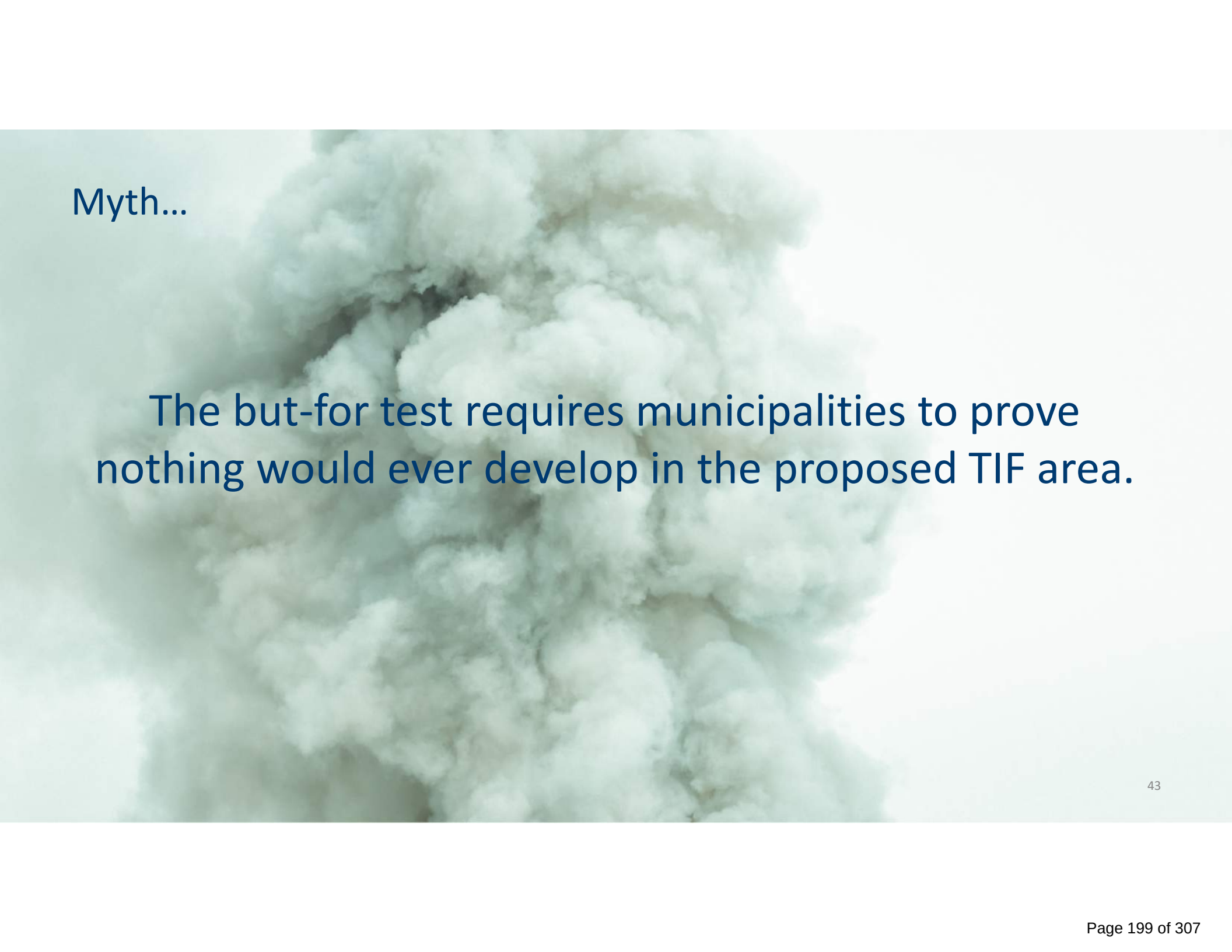
The “But-For” Test

What is it? Why is it important?

What is proposed would not occur “but for” creation of TIF district & use of tax increment financing

TIF district is economically feasible: district projected to produce sufficient revenue to recover all costs

Economic benefits justify investment: housing, employment, needed infrastructure, other benefits in addition to increased tax base



Myth...

The but-for test requires municipalities to prove nothing would ever develop in the proposed TIF area.

Reality...

- Wis. Stat. 66.1105(4m)(c)1.a.: Whether *the development expected* in the tax incremental district would occur without the use of tax incremental financing
- The local jurisdiction & the JRB do not need to find that no development will occur absent TIF, only that *the development expected will not occur (i.e., what is specifically being proposed at the time of TID creation & amendment)*
- TIF can be used to incentivize development the community desires to see, even if a lesser quality development might occur on a site without TIF

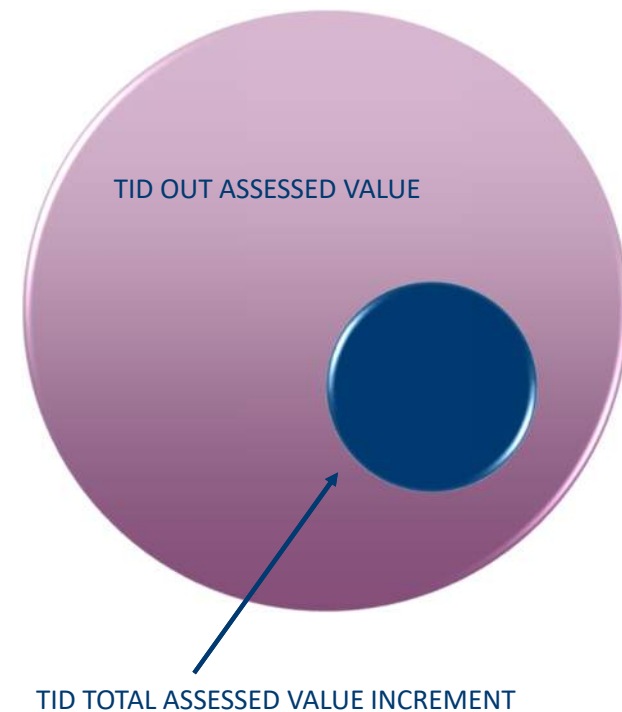
Myth...

TIF increases property taxes.



Reality

- Municipality & all other taxing jurisdictions levy generally applicable property tax
- Total levy amount divided by total TID out assessed value generations a real property tax rate expressed in \$/\$1,000 of value (mill rate)
- Tax rate is applied to value captured in TIDs & total amount of tax increment is collected by the municipality
- Total tax increment apportioned to individual TIDs pro-rated by respective value increment



Reality

- All taxpayers pay the same rate regardless whether the property is in or out of a TID
- It's where the tax revenue goes & what it can be used for...



Supports GF Expenditures
Municipal Levy Only



TIF-Eligible Expenditures
All Jurisdiction's Levies

Use of TIF to Fundamentally Change a Community

- Village of Pewaukee Downtown
- City of Oak Creek
- City of West Bend Downtown and River Front
- City of Cedarburg Downtown
- City of Mequon
- Village of Sussex
- Village of Grafton
- The Corner Town of Brookfield

Village of Germantown – Debt Profile

Existing G.O. Debt Base Case

Village of Germantown, WI

Year Ending	Existing Debt										Year Ending	
	Total G.O. Debt Payments	Less: Water	Less: Sewer	Less: TID #6	Less: TID #7	Less: TID #8	Less: TID #9	Net Tax Levy	Equalized Value (TID OUT)	Tax Rate Per \$1,000 Home		Annual Taxes \$350,000
2024	7,700,957	(314,367)	(529,298)	(479,513)	(292,208)	(981,788)	(160,700)	4,943,085	3,683,230,100	\$1.34	\$469.72	2024
2025	7,976,664	(319,175)	(531,656)	(515,313)	(371,958)	(1,035,413)	(160,700)	5,042,450	3,821,552,996	\$1.32	\$461.82	2025
2026	7,924,699	(316,800)	(533,556)	(500,113)	(684,758)	(1,164,369)	(297,200)	4,427,904	3,965,070,578	\$1.12	\$390.85	2026
2027	7,740,109	(319,050)	(529,881)	(511,438)	(682,020)	(1,213,550)	(299,950)	4,184,220	4,113,977,932	\$1.02	\$355.98	2027
2028	7,504,523	(315,925)	(531,331)	(509,138)	(683,701)	(1,251,728)	(302,200)	3,910,500	4,268,477,468	\$0.92	\$320.65	2028
2029	7,438,460	(317,425)	(532,806)	(506,538)	(788,101)	(1,363,815)	(303,950)	3,625,825	4,428,779,200	\$0.82	\$286.54	2029
2030	7,692,014	(318,425)	(534,194)	(503,094)	(869,408)	(1,354,681)	(295,450)	3,816,763	4,595,101,029	\$0.83	\$290.72	2030
2031	7,687,141	(318,925)	(535,513)	(493,875)	(859,060)	(1,373,094)	(296,700)	3,809,975	4,767,669,037	\$0.80	\$279.69	2031
2032	7,169,131	(318,925)	(531,178)	(479,025)	(842,869)	(1,343,184)	(297,450)	3,356,500	4,946,717,799	\$0.68	\$237.49	2032
2033	6,101,216	(318,425)	(531,188)	(463,625)	(304,800)	(1,312,953)	(297,700)	2,872,525	5,132,490,698	\$0.56	\$195.89	2033
2034	5,724,238	(317,425)	(535,350)	(462,963)	0	(1,282,025)	(297,450)	2,829,025	5,325,240,258	\$0.53	\$185.94	2034
2035	4,961,219	(317,100)	(534,938)	0		(1,269,681)	(297,800)	2,541,700	5,525,228,484	\$0.46	\$161.01	2035
2036	4,855,244	(317,500)	(535,225)			(1,236,619)	(298,800)	2,467,100	5,732,727,224	\$0.43	\$150.62	2036
2037	5,031,400	(317,500)	(534,875)			(1,227,425)	(299,400)	2,652,200	5,948,018,534	\$0.45	\$156.06	2037
2038	4,953,750	(317,100)	(528,950)			(1,192,100)	(299,600)	2,616,000	6,171,395,062	\$0.42	\$148.36	2038
2039	4,262,963	(316,300)	(532,344)			(532,219)	(299,400)	2,582,700	6,403,160,446	\$0.40	\$141.17	2039
2040	3,596,800	(315,100)	(342,600)			0	(303,700)	2,635,400	6,643,629,728	\$0.40	\$138.84	2040
2041	3,648,100	(318,400)	(344,900)				(302,500)	2,682,300	6,893,129,781	\$0.39	\$136.19	2041
2042	3,682,200	(316,200)	(341,700)				(300,900)	2,723,400	7,151,999,754	\$0.38	\$133.28	2042
2043	0	0	0				0	0	7,420,591,531	\$0.00	\$0.00	2043
Total	115,650,826	(6,030,067)	(9,551,482)	(5,424,631)	(6,378,881)	(19,134,643)	(5,411,550)	63,719,572				Total

Notes: \$48.5M of the Net Tax Levy is for the DPW Building.

Village of Germantown – Debt Capacity

General Obligation Debt Capacity Analysis - Impact of Financing Plan

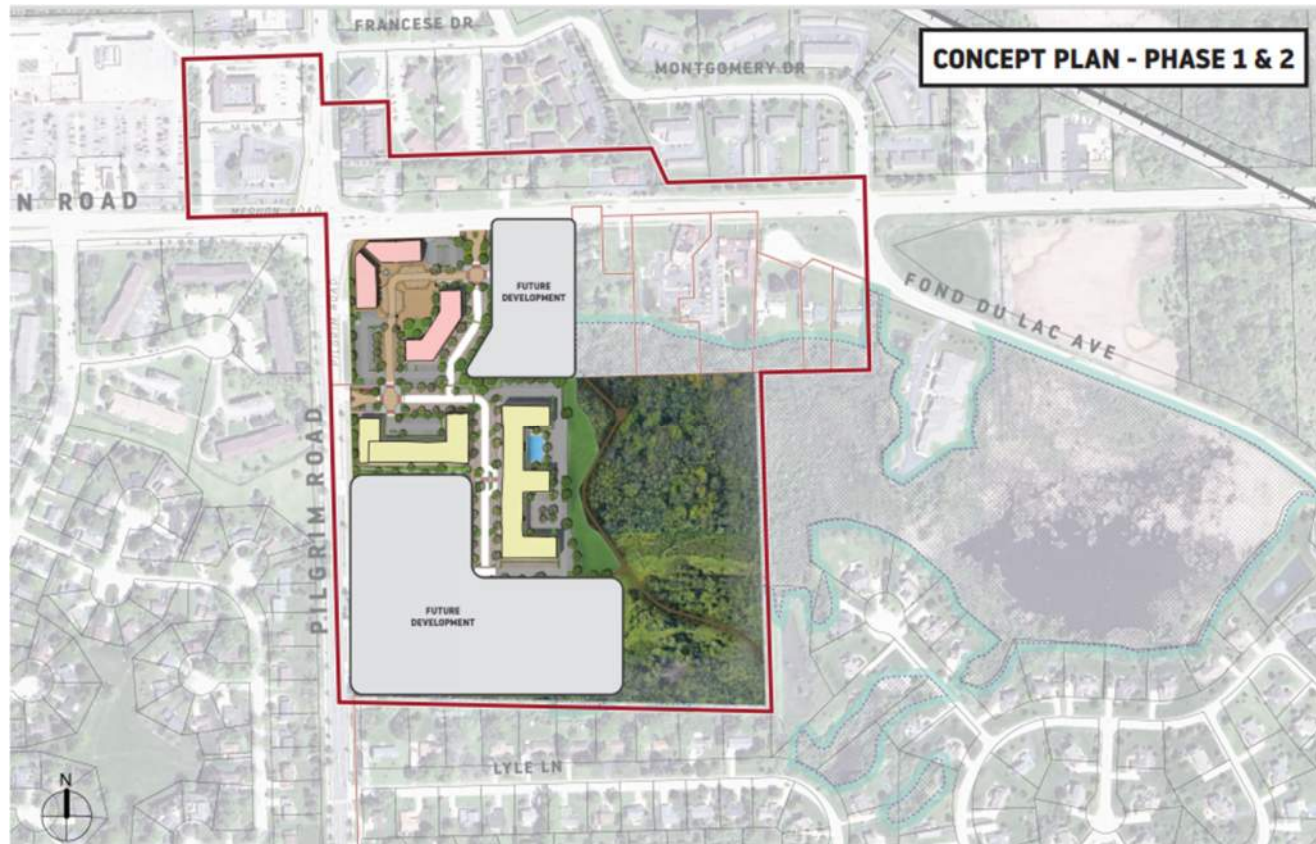
Village of Germantown, WI

Existing Debt					Proposed Debt				
Year Ending	Projected Equalized Value (TID IN) ¹	Debt Limit	Existing Principal		Combined Principal Existing			Residual Capacity	Year Ending
			Outstanding	% of Limit	2024 G.O. Notes	& Proposed	% of Limit		
2025	4,288,361,929	214,418,096	77,110,000	36%	2,540,000	\$79,650,000	37%	\$134,768,096	2025
2026	4,480,078,933	224,003,947	71,960,000	32%	2,315,000	\$74,275,000	33%	\$149,728,947	2026
2027	4,680,366,905	234,018,345	66,835,000	29%	2,095,000	\$68,930,000	29%	\$165,088,345	2027
2028	4,889,609,021	244,480,451	61,765,000	25%	1,840,000	\$63,605,000	26%	\$180,875,451	2028
2029	5,108,205,588	255,410,279	56,580,000	22%	1,565,000	\$58,145,000	23%	\$197,265,279	2029
2030	5,336,574,809	266,828,740	50,950,000	19%	1,265,000	\$52,215,000	20%	\$214,613,740	2030
2031	5,575,153,584	278,757,679	45,115,000	16%	960,000	\$46,075,000	17%	\$232,682,679	2031
2032	5,824,398,346	291,219,917	39,580,000	14%	655,000	\$40,235,000	14%	\$250,984,917	2032
2033	6,084,785,930	304,239,297	34,910,000	11%	330,000	\$35,240,000	12%	\$268,999,297	2033
2034	6,356,814,493	317,840,725	30,430,000	10%	0	\$30,430,000	10%	\$287,410,725	2034
2035	6,641,004,459	332,050,223	26,550,000	8%	0	\$26,550,000	8%	\$305,500,223	2035
2036	6,937,899,522	346,894,976	22,635,000	7%	0	\$22,635,000	7%	\$324,259,976	2036
2037	7,248,067,678	362,403,384	18,395,000	5%	0	\$18,395,000	5%	\$344,008,384	2037
2038	7,572,102,321	378,605,116	14,075,000	4%	0	\$14,075,000	4%	\$364,530,116	2038
2039	7,910,623,369	395,531,168	10,295,000	3%	0	\$10,295,000	3%	\$385,236,168	2039
2040	8,264,278,457	413,213,923	7,045,000	2%	0	\$7,045,000	2%	\$406,168,923	2040
2041	8,633,744,173	431,687,209	3,610,000	1%	0	\$3,610,000	1%	\$428,077,209	2041
2042	9,019,727,353	450,986,368	0	0%	0	\$0	0%	\$450,986,368	2042

Notes:

1) Projected TID IN EV based on 5-year average at 0.0447063488926141 % annual inflation.

Village Center – Proposed TID 10 Boundary



Village Center – Proposed TID 10 (cont.)

- Tax Increment District No. 10
 - Redevelopment TID
 - Maximum life of the TID is 27-years with a 22-year expenditure period.
 - 50% of the area by acreage (not parcel) is in need of rehabilitation over the life of the TID.
 - The 35% newly platted residential restriction isn't applicable for parcels that have previously been platted.
 - The rehabilitation finding is an administrative not legal finding made as part of the TID creation.
 - Letters are to be sent to all property owners located within the TID boundary inviting them to attend the public hearing on the TID creation.

Village Center - Development Summary

MULTI-FAMILY		
BUILDING	Estimated Units	PHASE
A	210	1
B	104	1
E	42	2
F	90	1

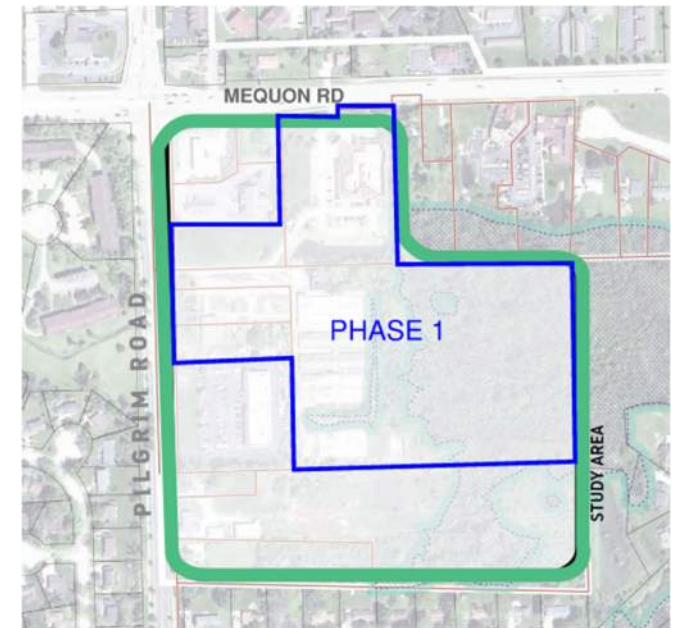
COMMERCIAL		
BUILDING	Estimated Square Feet	PHASE
C	10,000	2
D	8,000	2
F	10,000	1



All plans and estimates displayed are conceptual and subject to change.

Financial Feasibility – Phase 1

- Project costs and projected development to be phased to mitigate impact to the Village.
 - Phase 1 Project Costs Include:
 - Acquisition of the Flower Shop Site, Vacant Parcel & Ascension Property
 - Demolition and Cleanup of sites acquired
 - Infrastructure to serve the Flower Shop Site off Pilgrim Road
 - Professional Service Costs related to acquisition of property, market study, various studies and TID creation
 - Total estimated cost for Phase is \$11M not including interest on potential future Note Issues.



Financial Feasibility – Phase 1 (cont.)

- Development assumptions are preliminary and will be refined once developers are engaged and development agreements executed.
 - Phase 1 estimated Development Include:
 - Flower Store Site:
 - Approximately 300 units of multi-family @\$175K per unit.
Built out over 2 years.
 - Ascension Site (Facility demoed and made available for development once the existing lease expires):
 - 90 units of housing @200K per unit built out in 2031-2032
 - 10K SF of retail development built out in 2032
 - Decrement of \$5.2M once the Ascension building is demolished
 - Total estimated value of Phase 1 development is \$69M



Financial Feasibility – Phase 1 (cont.)

- Key TID Assumptions & Projected Cashflow
 - Overall TID tax rate is \$13.48 and in we project a drop of .025% each year of the TID.
 - Property appreciation increase of 2% annually.
 - Interest rates are based upon recent Taxable and Tax-Exempt comparable debt issues.
 - Phase 1 has a positive cashflow assuming both the development assumptions and project costs identified and assuming \$ 2.1M in land sale revenue.

Village Center: Development Assumptions Phase 1

Village of Germantown, Wisconsin										
Tax Increment District No. 10										
Development Assumptions										
Construction Year	Flower Store Multi-Family		Ascension Development		Ascension Decrement	Ascension Retail		Annual Total	Construction Year	
	Units	Total Value	Units	Total Value	Value	Sq. Ft.	Total Value			
	300		90			10,000				
Estimated Value		\$175,000		\$ 200,000			\$3,750,000			
1 2025								0	2025	1
2 2026								0	2026	2
3 2027		26,250,000						26,250,000	2027	3
4 2028		26,250,000						26,250,000	2028	4
5 2029								0	2029	5
6 2030					(5,200,000)			(5,200,000)	2030	6
7 2031				9,000,000				9,000,000	2031	7
8 2032				9,000,000			3,750,000	12,750,000	2032	8
9 2033								0	2033	9
10 2034								0	2034	10
Totals		52,500,000		18,000,000	(5,200,000)		3,750,000	69,050,000		

Notes: Phase 2 is the BMO and BP Sites.

Village Center – Phase 1 Increment

Village of Germantown, Wisconsin											
Tax Increment District No. 10											
Tax Increment Projection Worksheet											
Type of District	Blighted Area				Base Value		0				
District Creation Date	May 1, 2025				Economic Change Factor		2.00%				
Valuation Date	Jan 1, 2025				Apply to Base Value						
Max Life (Years)	27				Base Tax Rate		\$13.48				
Expenditure Period/Termination	22 5/1/2047				Rate Adjustment Factor		-0.25%				
Revenue Periods/Final Year	27 2053										
Extension Eligibility/Years	Yes 3								Tax Exempt Discount Rate 3.75%		
Eligible Recipient District	Yes								Taxable Discount Rate 5.50%		
Construction		Valuation		Economic		Total		Revenue		Tax Exempt	
Year	Value Added	Year		Change	Increment	Year	Tax Rate ¹	Tax Increment	NPV Calculation	Taxable NPV Calculation	
1 2025	0	2026	0	0	0	2027	\$13.44	0	0	0	
2 2026	0	2027	0	0	0	2028	\$13.41	0	0	0	
3 2027	26,250,000	2028	0	26,250,000	2029	\$13.37		351,072	292,049	268,618	
4 2028	26,250,000	2029	525,000	53,025,000	2030	\$13.34		707,394	859,244	781,652	
5 2029	0	2030	1,060,500	54,085,500	2031	\$13.31		719,738	1,415,478	1,276,426	
6 2030	-5,200,000	2031	1,081,710	49,967,210	2032	\$13.27		663,271	1,909,546	1,708,611	
7 2031	9,000,000	2032	999,344	59,966,554	2033	\$13.24		794,014	2,479,625	2,199,011	
8 2032	12,750,000	2033	1,199,331	73,915,885	2034	\$13.21		976,270	3,155,224	2,770,555	
9 2033	0	2034	1,478,318	75,394,203	2035	\$13.17		993,306	3,817,766	3,321,753	
10 2034	0	2035	1,507,884	76,902,087	2036	\$13.14		1,010,639	4,467,505	3,853,333	
11 2035	0	2036	1,538,042	78,440,129	2037	\$13.11		1,028,274	5,104,687	4,365,987	
12 2036	0	2037	1,568,803	80,008,931	2038	\$13.08		1,046,218	5,729,556	4,860,399	
13 2037	0	2038	1,600,179	81,609,110	2039	\$13.04		1,064,474	6,342,348	5,337,211	
14 2038	0	2039	1,632,182	83,241,292	2040	\$13.01		1,083,049	6,943,299	5,797,053	
15 2039	0	2040	1,664,826	84,906,118	2041	\$12.98		1,101,949	7,532,635	6,240,529	
16 2040	0	2041	1,698,122	86,604,240	2042	\$12.95		1,121,178	8,110,583	6,668,222	
17 2041	0	2042	1,732,085	88,336,325	2043	\$12.91		1,140,742	8,677,362	7,080,688	
18 2042	0	2043	1,766,727	90,103,052	2044	\$12.88		1,160,648	9,233,187	7,478,477	
19 2043	0	2044	1,802,061	91,905,113	2045	\$12.85		1,180,901	9,778,271	7,862,101	
20 2044	0	2045	1,838,102	93,743,215	2046	\$12.82		1,201,508	10,312,821	8,232,081	
21 2045	0	2046	1,874,864	95,618,079	2047	\$12.78		1,222,474	11,243,430	9,061,277	
22 2046	0	2047	1,912,362	97,530,441	2048	\$12.75		1,243,807	11,776,797	9,424,303	
23 2047	0	2048	1,950,609	99,481,050	2049	\$12.72		1,265,511	12,299,857	9,774,422	
24 2048	0	2049	1,989,621	101,470,671	2050	\$12.69		1,287,594	12,812,809	10,112,077	
25 2049	0	2050	2,029,413	103,500,084	2051	\$12.66		1,310,063	13,315,847	10,437,707	
26 2050	0	2051	2,070,002	105,570,086	2052	\$12.63		1,332,923	13,809,165	10,751,747	
27 2051	0	2052	2,111,402	107,681,488	2053	\$12.59		1,356,183	14,292,948	11,054,613	
Totals		69,050,000		38,631,488		Future Value of Increment		26,363,200			
Notes:											
1) Tax rate shown is actual 2024/2025 rate per DOR Form PC-202 (Tax Increment Collection Worksheet).											

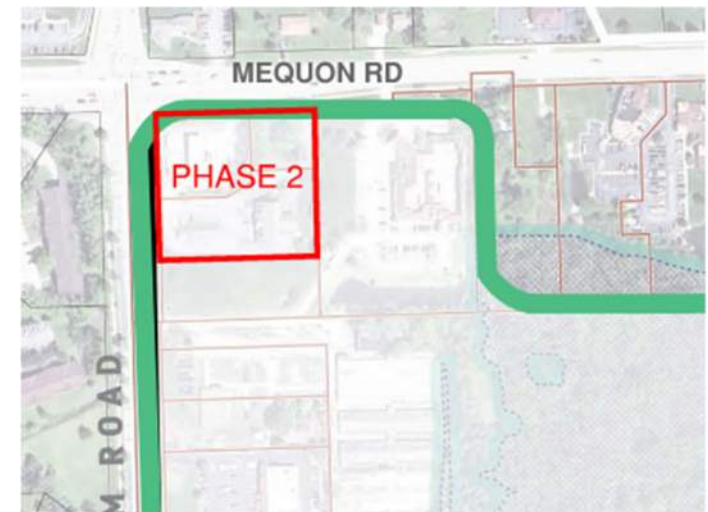
Village Center – Phase 1 Cashflow

Village of Germantown, Wisconsin																					
Tax Increment District No. 10																					
Cash Flow Projection																					
Year	Projected Revenues					Projected Expenditures													Balances		Year
	Tax Increments	Interest Earnings	Rental Income	Land Sale or Other Revenue	Total Revenues	2025 Taxable G.O. Note \$7,100,000		2025 Taxable G.O. Note	2025 G.O. Promissory Note \$3,250,000		2025 G.O. Promissory Note	2026 State Trust Fund Loan \$795,000		2026 State Trust Fund	Total	Ongoing Planning & Administration	Total	Annual	Cumulative		
						Dated Date: Principal	06/01/25 Interest	\$7,100,000 Issue Total	Dated Date: Principal	06/01/25 Interest	\$3,250,000 Issue Total	Dated Date: Principal	05/01/26 Interest	\$795,000 Issue Total	Debt Service	Total Expenditures					
2025			212,203	1,250,000	212,203			0			0			0	0	0	0	212,203	212,203	2025	
2026		9,549	429,313		1,688,862	0	390,500	390,500		121,875	121,875			0	512,375	0	512,375	1,176,487	1,388,690	2026	
2027	0	62,491	437,819		500,310	50,000	390,500	440,500	100,000	121,875	221,875	23,000	43,725	66,725	729,100	5,000	734,100	(233,790)	1,154,900	2027	
2028	0	51,971	258,334		310,305	150,000	387,750	537,750	100,000	118,125	218,125	24,000	42,460	66,460	822,335	5,000	827,335	(517,030)	637,870	2028	
2029	351,072	28,704			379,777	225,000	379,500	604,500	125,000	114,375	239,375	26,000	41,140	67,140	911,015	5,000	916,015	(536,238)	101,631	2029	
2030	707,394	4,573		850,000	1,561,967	275,000	367,125	642,125	150,000	109,688	259,688	28,500	39,710	68,210	970,023	5,000	975,023	586,944	688,576	2030	
2031	719,738	30,986			750,723	300,000	352,000	652,000	150,000	104,063	254,063	30,500	38,143	68,643	974,705	5,000	979,705	(228,982)	459,594	2031	
2032	663,271	20,682			683,953	300,000	335,500	635,500	150,000	98,438	248,438	32,000	36,465	68,465	952,403	5,000	957,403	(273,449)	186,145	2032	
2033	794,014	8,377			802,391	300,000	319,000	619,000	150,000	92,813	242,813	34,000	34,705	68,705	930,518	5,000	935,518	(133,127)	53,018	2033	
2034	976,270	2,386			978,655	300,000	302,500	602,500	200,000	87,188	287,188	36,500	32,835	69,335	959,023	5,000	964,023	14,633	67,651	2034	
2035	993,306	3,044			996,350	350,000	286,000	636,000	200,000	79,688	279,688	39,000	30,828	69,828	985,515	5,000	990,515	5,835	73,486	2035	
2036	1,010,639	3,307			1,013,946	375,000	266,750	641,750	200,000	72,188	272,188	41,000	28,683	69,683	983,620	5,000	988,620	25,326	98,811	2036	
2037	1,028,274	4,447			1,032,721	400,000	246,125	646,125	200,000	64,688	264,688	43,500	26,428	69,928	980,740	5,000	985,740	46,981	145,792	2037	
2038	1,046,218	6,561			1,052,778	450,000	224,125	674,125	200,000	57,188	257,188	45,500	24,035	69,535	1,000,848	5,000	1,005,848	46,931	192,723	2038	
2039	1,064,474	8,673			1,073,147	525,000	199,375	724,375	200,000	49,688	249,688	48,000	21,533	69,533	1,043,595	5,000	1,048,595	24,552	217,275	2039	
2040	1,083,049	9,777			1,092,827	550,000	170,500	720,500	200,000	42,188	242,188	50,500	18,893	69,393	1,032,080	5,000	1,037,080	55,747	273,022	2040	
2041	1,101,949	12,286			1,114,235	625,000	140,250	765,250	200,000	34,688	234,688	53,000	16,115	69,115	1,069,053	5,000	1,074,053	40,182	313,204	2041	
2042	1,121,178	14,094			1,135,272	625,000	105,875	730,875	225,000	27,188	252,188	55,500	13,200	68,700	1,051,763	5,000	1,056,763	78,509	391,713	2042	
2043	1,140,742	17,627			1,158,369	650,000	71,500	721,500	250,000	18,750	268,750	58,500	10,148	68,648	1,058,898	5,000	1,063,898	94,472	486,185	2043	
2044	1,160,648	21,878			1,182,526	650,000	35,750	685,750	250,000	9,375	259,375	61,500	6,930	68,430	1,013,555	5,000	1,018,555	163,971	650,156	2044	
2045	1,180,901	29,257			1,210,158					0	0	64,500	3,548	68,048	68,048	5,000	73,048	1,137,111	1,787,267	2045	
2046	1,201,508	80,427			1,281,935					0	0			0	0	5,000	5,000	1,276,935	3,064,202	2046	
2047	1,222,474	137,889			1,360,364					0	0			0	0	5,000	5,000	1,355,364	4,419,566	2047	
2048	1,243,807	198,880			1,442,687					0	0			0	0	5,000	5,000	1,437,687	5,857,253	2048	
2049	1,265,511	263,576			1,529,087					0	0			0	0	5,000	5,000	1,524,087	7,381,340	2049	
2050	1,287,594	332,160			1,619,754					0	0			0	0	5,000	5,000	1,614,754	8,996,095	2050	
2051	1,310,063	404,824			1,714,887					0	0			0	0	5,000	5,000	1,709,887	10,705,982	2051	
2052	1,332,923	481,769			1,814,692					0	0			0	0	5,000	5,000	1,809,692	12,515,674	2052	
2053	1,356,183	531,916			1,888,099					0	0			0	0	5,000	5,000	1,883,099	14,398,773	2053	
	26,363,200	2,782,112	1,337,669	2,100,000	32,582,981	7,100,000	4,970,625	12,070,625	3,250,000	1,424,063	4,674,063	795,000	509,520	1,304,520	18,049,208	135,000	18,184,208				
LEGEND: END OF EXP. PERIOD																					

LEGEND:
----- END OF EXP. PERIOD

Financial Feasibility – Phase 1 & 2

- Project costs and projected development to be phased to mitigate impact to the Village.
 - In addition to Phase 1 Project Costs, Phase 2 Costs Include:
 - Acquisition of the BMO & BP Property's
 - Demolition and environmental cleanup of sites acquired
 - Infrastructure to serve the development off Mequon Road
 - Professional Service Costs related to acquisition of property, market study and various studies
 - Total estimated cost for Phase 2 is \$11M not including interest on potential future Note Issues for Phase 2.



Financial Feasibility – Phase 1 + 2 (cont.)

- Development assumptions are preliminary and will be refined once developers are engaged and development agreements executed.
 - In addition to Phase 1 Development Phase 2 estimated Development Include:
 - BP & BMO Sites:
 - 48 units of multi-family @\$175K per unit built out in 2031.
 - 21K SF of retail development built out in 2030 through 2032
 - Decrement of \$700K once the BMO and BP buildings are demolished
 - Total estimated value of Phase 1 development is \$15.5M



Financial Feasibility – Phase 1 & 2 (cont.)

- Key TID Assumptions & Projected Cashflow
 - Overall TID tax rate is \$13.48 and in we project a drop of .025% each year of the TID. (No Change)
 - Property appreciation increase of 2% annually. (No Change)
 - Interest rates are based upon recent Taxable and Tax-Exempt comparable debt issues. (No Change)
 - Phase 1 & 2 has a positive cashflow assuming both the development assumptions and project costs identified, \$2.1M in land sale revenue, and \$6.2M in other revenue and/or grants.

Town Center: Development Assumptions Phase 1 & 2

Village of Germantown, Wisconsin

Tax Increment District No. 10

Development Assumptions

Construction Year	Flower Store Multi-Family		Ascension Development		Ascension Decrement	Ascension Retail		Phase 2 - Retail		Phase 2 - Residential		Phase 2 Decrement	Annual Total	Construction Year
	Units	Total Value	Units	Total Value	Value	Sq. Ft.	Total Value	Sq. Ft.	Total Value	Units	Total Value	Value		
	300		90			10,000		21,000		48				
Estimated Value		\$175,000		\$ 200,000.00			\$3,750,000				\$175,000			
1 2025													0	2025 1
2 2026													0	2026 2
3 2027		26,250,000											26,250,000	2027 3
4 2028		26,250,000											26,250,000	2028 4
5 2029												(700,000)	(700,000)	2029 5
6 2030					(5,200,000)				3,750,000				(1,450,000)	2030 6
7 2031				9,000,000					3,000,000		8,400,000		20,400,000	2031 7
8 2032				9,000,000			3,750,000		1,125,000				13,875,000	2032 8
9 2033													0	2033 9
10 2034													0	2034 10
Totals		<u>52,500,000</u>		<u>18,000,000</u>	<u>(5,200,000)</u>		<u>3,750,000</u>		<u>7,875,000</u>		<u>8,400,000</u>	<u>(700,000)</u>	<u>84,625,000</u>	

Notes: Phase 2 is the BMO and BP Sites.

Town Center – Phase 1 & 2 Cashflow

Village of Germantown, Wisconsin

Tax Increment District No. 10

Cash Flow Projection

Year	Projected Revenues						Projected Expenditures																Balances		Year				
	Tax Increments	Interest Earnings	Rental Income	Land Sale Revenue	Other Revenue	Total Revenues	2025 Taxable G.O. Note \$7,100,000	2025 Taxable G.O. Note	2025 G.O. Promissory Note \$3,250,000	2025 G.O. Promissory Note	2026 State Trust Fund Loan \$795,000	2026 State Trust Fund	Taxable G.O. Note \$5,655,000	Taxable G.O. Note	G.O. Promissory Note \$5,450,000	G.O. Promissory	Total	Ongoing Planning & Administration	Total										
							Dated Date: Principal	06/01/25 Interest	\$7,100,000 Issue Total	Dated Date: Principal	06/01/25 Interest	\$3,250,000 Issue Total	Dated Date: Principal	05/01/26 Interest	\$795,000 Issue Total	Dated Date: Principal	07/01/29 Interest	\$5,655,000 Issue Total	Dated Date: Principal	07/01/29 Interest	\$5,450,000 Issue Total	Debt Service	Total Expenditures	Annual		Cumulative			
2025			212,203	1,250,000		212,203		0	390,500	390,500		121,875	121,875		0		0	0	0	0	212,203	212,203	2025						
2026		9,549	429,313		1,688,862	0	390,500	390,500		121,875	121,875		0		0	0	0	512,375	10,000	522,375	1,166,487	1,378,690	2026						
2027	0	62,041	437,819		499,860	50,000	390,500	440,500	100,000	121,875	221,875	23,000	45,713	68,713	68,713	0	0	731,088	10,000	741,088	(241,227)	1,137,463	2027						
2028	0	51,186	258,334		2,809,520	150,000	387,750	537,750	100,000	118,125	218,125	24,000	44,390	68,390	68,390	0	0	824,265	10,000	834,265	1,975,255	3,112,718	2028						
2029	351,072	140,072			2,991,145	225,000	379,500	604,500	125,000	114,375	239,375	26,000	43,010	69,010	69,010	0	0	912,885	10,000	922,885	2,068,260	5,180,977	2029						
2030	707,394	233,144		850,000	1,200,000	2,990,537	275,000	367,125	642,125	150,000	109,688	259,688	28,500	41,515	70,015	0	311,025	311,025	0	218,000	218,000	1,500,853	10,000	1,510,853	1,479,685	6,660,662	2030		
2031	710,422	299,730				1,010,152	300,000	352,000	652,000	150,000	104,063	254,063	30,500	39,876	70,376	0	311,025	311,025	100,000	218,000	318,000	1,605,464	10,000	1,615,464	(605,312)	6,055,351	2031		
2032	703,572	272,491				976,062	300,000	335,500	635,500	150,000	98,438	248,438	32,000	38,123	70,123	100,000	311,025	411,025	200,000	214,000	414,000	1,779,085	10,000	1,789,085	(813,023)	5,242,328	2032		
2033	985,964	235,905				1,221,869	300,000	319,000	619,000	150,000	92,813	242,813	34,000	36,283	70,283	100,000	305,525	405,525	200,000	206,000	406,000	1,743,620	10,000	1,753,620	(531,751)	4,710,577	2033		
2034	1,186,428	211,976				1,398,404	300,000	302,500	602,500	200,000	87,188	287,188	36,500	34,328	70,828	150,000	300,025	450,025	200,000	198,000	398,000	1,808,540	10,000	1,818,540	(420,136)	4,290,442	2034		
2035	1,207,132	193,070				1,400,201	350,000	286,000	636,000	200,000	79,688	279,688	39,000	32,229	71,229	150,000	291,775	441,775	200,000	190,000	390,000	1,818,691	10,000	1,828,691	(428,490)	3,861,952	2035		
2036	1,228,196	173,788				1,401,984	375,000	266,750	641,750	200,000	72,188	272,188	41,000	29,986	70,986	150,000	283,525	433,525	200,000	182,000	382,000	1,800,449	10,000	1,810,449	(408,465)	3,453,487	2036		
2037	1,249,628	155,407				1,405,035	400,000	246,125	646,125	200,000	64,688	264,688	43,500	27,629	71,129	150,000	275,275	425,275	200,000	174,000	374,000	1,781,216	10,000	1,791,216	(386,181)	3,067,305	2037		
2038	1,271,434	138,029				1,409,463	450,000	224,125	674,125	200,000	57,188	257,188	45,500	25,128	70,628	200,000	267,025	467,025	200,000	166,000	366,000	1,834,965	10,000	1,844,965	(435,502)	2,631,803	2038		
2039	1,293,621	118,431				1,412,052	525,000	199,375	724,375	200,000	49,688	249,688	48,000	22,511	70,511	200,000	256,025	456,025	200,000	158,000	358,000	1,858,599	10,000	1,868,599	(456,547)	2,175,256	2039		
2040	1,316,194	97,887				1,414,081	550,000	170,500	720,500	200,000	42,188	242,188	50,500	19,751	70,251	200,000	245,025	445,025	200,000	150,000	350,000	1,827,964	10,000	1,837,964	(423,883)	1,751,373	2040		
2041	1,339,162	78,812				1,417,974	625,000	140,250	765,250	200,000	34,688	234,688	53,000	16,848	69,848	200,000	234,025	434,025	200,000	142,000	342,000	1,845,810	10,000	1,855,810	(437,836)	1,313,537	2041		
2042	1,362,530	59,109				1,421,639	625,000	105,875	730,875	225,000	27,188	252,188	55,500	13,800	69,300	200,000	223,025	423,025	200,000	134,000	334,000	1,809,388	10,000	1,819,388	(397,748)	915,788	2042		
2043	1,386,306	41,210				1,427,517	650,000	71,500	721,500	250,000	18,750	268,750	58,500	10,609	69,109	200,000	212,025	412,025	200,000	126,000	326,000	1,797,384	10,000	1,807,384	(379,867)	535,922	2043		
2044	1,410,497	24,116				1,434,614	650,000	35,750	685,750	250,000	9,375	259,375	61,500	7,245	68,745	200,000	201,025	401,025	200,000	118,000	318,000	1,732,895	10,000	1,742,895	(308,281)	227,640	2044		
2045	1,435,111	10,244				1,445,354		0	0		0	0	64,500	3,709	68,209	550,000	190,025	740,025	550,000	110,000	660,000	1,468,234	10,000	1,478,234	(32,879)	194,761	2045		
2046	1,460,153	8,764				1,468,917		0	0		0	0		0	0	650,000	159,775	809,775	550,000	88,000	638,000	1,447,775	10,000	1,457,775	11,142	205,903	2046		
2047	1,485,633	9,266				1,494,899		0	0		0	0		0	0	700,000	124,025	824,025	550,000	66,000	616,000	1,440,025	10,000	1,450,025	44,874	250,777	2047		
2048	1,511,557	11,285				1,522,842		0	0		0	0		0	0	755,000	85,525	840,525	550,000	44,000	594,000	1,434,525	10,000	1,444,525	78,317	329,094	2048		
2049	1,537,934	14,809				1,552,743		0	0		0	0		0	0	800,000	44,000	844,000	550,000	22,000	572,000	1,416,000	10,000	1,426,000	126,743	455,837	2049		
2050	1,564,771	20,513				1,585,283		0	0		0	0		0	0	0	0	0	0	0	0	0	0	10,000	10,000	1,575,283	2,031,121	2050	
2051	1,592,076	91,400				1,683,476		0	0		0	0		0	0	0	0	0	0	0	0	0	0	10,000	10,000	1,673,476	3,704,597	2051	
2052	1,619,858	166,707				1,786,565		0	0		0	0		0	0	0	0	0	0	0	0	0	0	10,000	10,000	1,776,565	5,481,162	2052	
2053	1,648,124	246,652				1,894,777		0	0		0	0		0	0	0	0	0	0	0	0	0	0	10,000	10,000	1,884,777	7,365,938	2053	
	31,564,769	3,175,593	1,337,669	2,100,000	6,200,000	44,378,031	7,100,000	4,970,625	12,070,625	3,250,000	1,424,063	4,674,063	795,000	532,680	1,327,680	5,655,000	4,630,725	10,285,725	5,450,000	2,924,000	8,374,000	36,732,093	280,000	37,012,093					
END OF EXP. PERIOD																													

END OF EXP. PERIOD

Financial Feasibility – Summary

- Financial Summary:
 - Final project costs and development will be negotiated with potential developers.
 - Current projections assume conservative estimates for project costs. The Village will seek grants and other funding sources to reduce the overall financial impact.
 - When applicable, the Village will negotiate MRO's vs. the Village borrowing for various costs. This will reduce the overall cost of the project.
 - Phases to the south will be vetted to determine financial viability prior to the Village moving forward.
 - This analysis does not project increment from other areas of the TID.

Tentative TID Creation Key Dates

- February 2025: Village Board decision to move forward with the TID creation.
- Late February: Notices go out to property owners in the proposed TID boundary.
- March 10th: Initial JRB & Plan Commission Public Hearing
- April 7th: Village Board Action to Create the TID
- Late April: Final Joint Review Board Approval
- Fall 2025: TID Submittal to the DOR



Important Disclosures

Ehlers is the joint marketing name of the following affiliated businesses (collectively, the “Affiliates”): Ehlers & Associates, Inc. (“EA”), a municipal advisor registered with the Municipal Securities Rulemaking Board (“MSRB”) and the Securities and Exchange Commission (“SEC”); Ehlers Investment Partners, LLC (“EIP”), an SEC registered investment adviser; and Bond Trust Services Corporation (“BTS”), a holder of a limited banking charter issued by the State of Minnesota.

Where an activity requires registration as a municipal advisor pursuant to Section 15B of the Exchange Act of 1934 (Financial Management Planning and Debt Issuance & Management), such activity is or will be performed by EA; where an activity requires registration as an investment adviser pursuant to the Investment Advisers Act of 1940 (Investments and Treasury Management), such activity is or will be performed by EIP; and where an activity requires licensing as a bank pursuant to applicable state law (paying agent services shown under Debt Issuance & Management), such activity is or will be performed by BTS. Activities not requiring registration may be performed by any Affiliate.

This communication does not constitute an offer or solicitation for the purchase or sale of any investment (including without limitation, any municipal financial product, municipal security, or other security) or agreement with respect to any investment strategy or program. This communication is offered without charge to clients, friends, and prospective clients of the Affiliates as a source of general information about the services Ehlers provides. This communication is neither advice nor a recommendation by any Affiliate to any person with respect to any municipal financial product, municipal security, or other security, as such terms are defined pursuant to Section 15B of the Exchange Act of 1934 and rules of the MSRB. This communication does not constitute investment advice by any Affiliate that purports to meet the objectives or needs of any person pursuant to the Investment Advisers Act of 1940 or applicable state law.



NEXT STEPS



Copeland Real Estate Services LLC
Copeland Brokerage LLC

DEVELOPER ENGAGEMENT

Request for Qualification (RFQ) -

- Gauging interest from development partners for the first phase (multifamily) has been conducted.
- Positive feedback has been received, and many are interested in taking the next step.

Next Step Would be Request for Proposal (RFP) -

- If approved tonight by the Board, the next step is to issue an RFP to qualified developers.
- **Competitive process:** Developers will present what they need from the Village to make the development a success.
- Transparency regarding the financial details.
- Negotiations for the best interest of the Village



January 30, 2025

Request For Qualification For Multi-Family Developer Phase I

Village of Germantown

COMMUNITY & BOARD DECISION

Tonight, we ask the community and the Board if they are ready to take the next steps.

Next Steps:

- ☐ Vote on Acquiring the first phase of properties.

IF Village Board Approves Acquisitions, THEN:

- ☐ Continuing the planning process for the future of Germantown.
- ☐ Create a Tax Increment District
- ☐ Develop Village Center Zoning District
 - Village Staff, RINKA and Planning Commission
 - Schedule: Planning Commission – March 24th
- ☐ Create Design Guidelines
 - Village Staff, RINKA and Planning Commission
- ☐ Move forward with Developer RFP Process



COMMENTS & QUESTIONS



Copeland Real Estate Services LLC
Copeland Brokerage LLC

THANK YOU!

VILLAGE BOARD MEETING
February 17, 2025



BUSINESS OF THE VILLAGE BOARD

MEETING DATE: February 17, 2025

PLACEMENT: Action Item

ITEM TITLE: Place Revenue from the 2024 Public Safety Referendum in a Restricted Fund to Be Used Only for Police and Fire Expenses.

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

This item is added to the agenda at the request of Trustee Jan Miller and Trustee Meg Cutts. The intent of the request is to create a "Restricted Fund" which would hold revenues from the 2024 Public Safety Referendum.

the term "RESTRICTED FUND" is one that is typically used in non-profit accounting, but not in governmental accounting. GAAP for Governmental Accounting includes three types of funds: Governmental, Proprietary and Fiduciary. In governmental accounting there is no such thing as a "RESTRICTED FUND." The following website does a pretty good job of explaining what governmental funds are and how they work: [What Are the Different Types of Funds in Government Accounting?](#)

Property taxes levied as authorized by the referendum are budgeted as revenues in the general fund (which is a governmental fund) and the expenses required by the referendum are budgeted in the salaries and wages lines for the Police and Fire departments within the general fund. Existing budgetary controls ensure revenue from the referendum cannot be used other than intended in the referendum. That money cannot be used for any other purpose other than Police and Fire salaries and wages without a supermajority vote of the Village Board to amend the budget. The use of the referendum proceeds already is restricted to be used for salaries in the Police and Fire Departments.

Under the Village's budget rules, the Police and Fire Departments may use those funds for overtime or to pay paid-on-premise or paid-on-call staff to fill vacant spots on shifts. If the Board does not want the Police and Fire department to be able to do that, the Board could make the policy decision to place additional restrictions on those line items within the Police and Fire budgets. However, I would not recommend this change, because it would limit the ability of the departments to keep their shifts filled and could negatively affect their ability to respond to calls.

The Police and Fire departments were not able to fill all the positions created by referendum on January 1st, so they should have a surplus in the salaries and wages lines at the end of the year. Absent any action from the Board, at the end of each fiscal year, unused salaries and wages from the Police and Fire departments will accumulate as part of the general fund annual surplus and be added to the general fund balance. If the Board would like to demonstrate that the additional property tax levy from the referendum is only being used for Police and Fire, the Board could at that time restrict

the portion of the general fund balance related to the referendum so it can only be used for future Police and Fire wages. The appropriate time for the Board to take that action would be during the 2025 year-end close process about one year from now when we know the amount of the surplus.

ATTACHMENT:

1. Miller J Agenda Request Restricted Fund 250217

STAFF RECOMMENDATION:

I recommend that the Board take no action at this time.

ACTION BY Committee:

COMMITTEE AGENDA ITEM REQUEST FORM

I, Trustee Jan Miller hereby request that the following item(s) be placed
on the next agenda of the Village Board ☒ Committee for
consideration and action:

ITEM REQUESTED:

February 17, 2024 - Village Board Meeting - ACTION ITEM

Police & Fire Referendum - 3-2024 Passed. The Village Board increased the village tax levy for 2024(to be collected in 2025) by 8.91%, which would increase the village levy by \$1,449,468 over the past year's levy.

This Police & Fire Referendum levy increase shall be held in a RESTRICTED Fund for only Police and Fire.

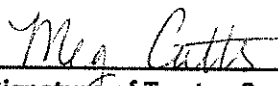
DISCUSSION/REASON:

Since this Police & Fire Referendum passed by a Village Vote, the understanding is that all the Referendum levy will be exclusively and restricted for the Police & Fire.



Signature of Trustee 1

Dated the 12 day of February, 2025



Signature of Trustee 2

Received:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: February 17, 2025

PLACEMENT: Action Item

ITEM TITLE: OneEnergy Development, LLC, Agent for Wayne Lutynski, Property Owner. Certified Survey Map (CSM) to combine existing parcels into one (1) lot. Property located at approximately N132W18100 Rockfield Road. The Village Board may convene into closed session pursuant to Wis. Stat. § 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, and then may reconvene in open session to take such action as it deems necessary.

SUBMITTED BY: Jordan Yanke, Associate Planner

SUMMARY EXPLANATION:

OneEnergy Development, LLC, Agent for Wayne Lutynski, Property Owner. Certified Survey Map (CSM) to combine existing parcels into one (1) lot. Property located at approximately N132W18100 Rockfield Road. The applicant has filed suit in Washington County Circuit Court seeking to have the Village Board's denial of the CSM reversed.

ATTACHMENT:

1. STAFF REPORT_ONE ENERGY SOLAR
2. APPLICATIONS
3. PROJECT OVERVIEW
4. PROJECT NARRATIVE
5. OPERATIONS PLAN
6. SITE PLAN
7. CERTIFIED SURVEY MAP (CSM)
8. LANDSCAPE PLAN
9. LANDSCAPE MANAGEMENT PLAN
10. SOLAR GLARE ANALYSIS
11. DECOMMISSIONING PLAN
12. STAFF REVIEW MEMOS
13. NEIGHBORHOOD NOTICE & MAILING LIST
14. OPPOSITION PETITIONS
15. VILLAGE ATTORNEY MEMO

STAFF RECOMMENDATION:

APPROVE the Certified Survey Map (CSM), subject to (2) conditions.

ACTION BY Committee:

Plan Commission recommended to **DENY** the Certified Survey Map (CSM).

CERTIFIED SURVEY MAP (CSM) & SITE PLAN REVIEW

12/16/24 Village Board Meeting

OneEnergy Development, LLC / Wayne Lutynski

Village Staff Report & Recommendation

Germantown, Wisconsin

SUMMARY

OneEnergy Development, LLC, agent for Wayne Lutynski, property owner, is seeking approval of a Certified Survey Map (CSM) and site development plan to allow for an approximate 30-acre solar energy facility (i.e. "solar farm"). The site is zoned Agricultural (A-1) and is located at approximately N132 W18100 Rockfield Road in the Rural Preservation District.

Location: N132 W18100 Rockfield Road (Approximate Address)

Applicant/

Owner: OneEnergy Development, LLC
10 N Livingston Street, Suite 201
Madison, WI 53703

Wayne Lutynski
W167 N11183 Queens Court
Germantown, WI 53022

Zoning: A-1: Agricultural

Adjacent Land Uses		Zoning
North	Agricultural	A-1/A-2
South	Residential (Village & Town of Germ.)	RS-3/RS-4
East	Agricultural	A-1
West	Agricultural (Equestrian Center)	A-1



Background/Proposal

OneEnergy Development, LLC, agent for Wayne Lutynski, property owner, is seeking approval of a Certified Survey Map (CSM) and site development plan to allow for an approximate 30-acre solar energy project. The site is zoned Agricultural (A-1) and is located at approximately N132 W18100 Rockfield Road in the Rural Preservation District. As designated in the Comprehensive Plan institutional type uses are allowable in the Rural Preservation District, and the proposed use is a permitted use within the A-1 District requiring site plan review and approval.

As presented in the application, the proposed solar energy facility will consist of solar modules and associated collection equipment that delivers power to the electric grid serving local We Energies customers. The solar facility will have a capacity of six (6) megawatts (MW) capable of serving 1,400 average Wisconsin households. The on-site equipment will consist primarily of solar modules mounted on single-axis tracking racking. These panels generate direct current (DC) electricity. Approximately 24 inverters, situated throughout the array area, convert the DC electricity to alternating current (AC) electricity to allow it to be delivered to the existing electric distribution system. Two (2) transformers increase the AC voltage produced by the inverters to the grid voltage of the existing 3-phase distribution line to which the project connects.

The facility will be an unmanned plant that will operate through local and remote control and monitoring. The solar photovoltaic (PV) system will be monitored remotely through the Utility Energy Management System and the integrated Data Acquisition System (DAS), which signals alerts for any irregular operating condition. Scheduled maintenance will occur once annually to inspect all elements of the project to ensure optimal performance. After construction is complete (typically 4-6 months from start date and targeted for late 2025), there will be limited access to the site for periodic inspections (monthly), maintenance and vegetation management. Per submittal documents, the following are additional details associated with the proposal:

- Hours of Operation: The solar facility will operate during daylight hours. This facility will not be continuously staffed and will not be open to the public. It is anticipated that once construction is complete, operations and maintenance personnel (one or two people) will access the site once or twice per month for inspection or minor maintenance.
- Number of Employees: There will be no employees stationed at the facility. As noted in Item No. 1 above, one or two people will visit the site a once or twice each month for inspection and minor maintenance, as needed.
- Anticipated Customers: No customers will be served at the facility, and there will be no traffic associated with such customers. The renewable electricity generated from the facility will be used to serve the needs of local utility customers.
- Outside Storage: None proposed.
- Outdoor Activities: Inspection of the solar electric system and periodic maintenance as described above.
- Outdoor Lighting: No permanent outdoor lighting is proposed.
- Outside Loudspeakers: None.

-
- Proposed Signs: The site will only include necessary safety signage with contact information for the Project Operations team and an entrance sign.
 - Trash Removal: There will not be trash generated at this site.

As it pertains to this proposal, the expected useful lifespan of the project is 30-50 years, meaning the project will be decommissioned and the site restored after there is no longer an economical reason for the solar facility to keep operating. Note that a Solar Generating Facility Decommissioning Plan was provided by the applicant and is attached. During the project's existence the property owner intends to continue farming the portion of land unaffiliated with the solar facility.

According to their website ([link](#)), *"OneEnergy is a Public Benefit Corporation with a mission to fight climate change by making clean energy the number one source of electricity for consumers and utilities."* The company has five (5) listed office locations with a regional office in Madison, WI. OneEnergy has a portfolio that includes implementation of solar energy projects across the country, including 42 projects in the Midwest and 31 of those being in Wisconsin. More information on the company and their profile statistics are included in the attachments section.

Certified Survey Map (CSM)

The development site is currently comprised of four (4) parcels totaling 54 acres. The applicant submitted a Certified Survey Map (CSM) to combine the parcels to create one (1) lot for development purposes (i.e. applicable setbacks and development standards). Below are the parcels that would be combined into an individual lot:

- GTNV_091986 (10.0 Acres) – Vacant
- GTNV_091987 (8.37 Acres) – Vacant
- GTNV_092979 (20.0 Acres) – Vacant
- GTNV_092994 (16.0 Acres) – Existing Barn Structure

Site Plan

As indicated in the application and site plan, the proposed solar energy facility is approximately 30 acres in size and will contain the primary components of bifacial solar panels, inverters and transformers, access drive (16' width), perimeter 8' fencing, and vegetative screening. These components and additional details are spelled out further in this section.

Site & Land Use Summary

Total property acreage:	54.25
Solar facility acreage:	27.69
Access road acreage:	0.61
Module count:	11,960
Inverter count:	24
Solar Array Height:	8' (Average); 10' (Maximum)

Landscape and Buffering

The applicant submitted a landscape plan that includes vegetative screening along the southern boundary of the solar facility, running parallel to and on the outside of the perimeter fence/enclosed area. The screening is shown to run the entire width of the property with evergreen trees planted every 25'. It is understood the screening is proposed along the southern boundary of the facility as there are nearby homes, although several hundred feet away, to the south of the facility. The property to the west, which contains an equestrian center, is buffered by a natural tree line between the properties, while the properties to the north and east are large undeveloped plots of land. Finally, an 8' tall agricultural (i.e. deer-exclusion style) fence will enclose the site where the solar array panels are located.

Access and Traffic Circulation

Access to the site will be provided through a private driveway entrance (existing) from Rockfield Road. The drive will extend several hundred feet straight north from Rockfield Road until its terminus in the center of the solar panel area. The drive is proposed at 16' in width and made of aggregate material. Note that a separate property owner shares access to the driveway from Rockfield Road to gain entry into his/her private property where their home is located. The entry to this resident's property is roughly 80-100 feet north of Rockfield Road, meaning shared access is for that distance until the separate property owner's drive breaks off to the west.

Minimal traffic is anticipated in relation to the solar energy facility, as the applicant states the facility will not be continuously staffed and will not be open to the public. It is anticipated that once construction is complete, operations and maintenance personnel (one or two people) will access the site once or twice per month for inspection or minor maintenance. There will be no employees stationed at the facility and no customers will be served at the facility.

Vegetation Installation and Stormwater Management

The project proposal includes the installation of native prairie plants on site. A vegetation plan was submitted specifying that the site will be managed for native pollinator habitat after the construction of the solar arrays. According to the submitted vegetation plan, there are several benefits of pollinator habitats with native plantings on solar sites, including but not limited to the following:

- Restores soil by preventing erosion.
- Improves soil structure and fertility.
- Increases carbon storage.
- Diversifies microbial communities.
- Increase value of soil for future agricultural production.

In order to implement the pollinator habitat, the plan lays out site preparation tasks, temporary/permanent seeding timing, management and monitoring guidelines, which includes invasive species management. While native prairie plants are known to prevent stormwater runoff and improve surrounding water quality, the applicant is required to supplement the submitted vegetation plan with a stormwater management plan. The applicant will be required to submit a stormwater management plan subject to review

and approval by the Village Engineer prior to any construction activity or issuance of an Erosion Control Permit.

Utilities

As the purpose of this project is for the solar facility to produce and deliver power to the electric grid, there is a proposed point of connection with the electric grid at the site's entrance at Rockfield Road. Sanitary and water utilities are not needed/required to serve the proposed solar energy facility.

Signage Plan

Staff understands the only signage proposed is safety/wayfinding signage that includes contact information for the Project Operations team and an entrance sign.

Lighting

According to the application, no permanent outdoor lighting is proposed.

Recap/Update – 10/14/24 & 11/11/24 Plan Commission Meetings

This case was heard by the Plan Commission at its October 14 meeting, and the case was tabled/continued by the Plan Commission. During the meeting there was an abundance of questions from the Plan Commission, Town of Germantown, and the public, which the applicant responded to. For a summary of the discussion please refer to the meeting minutes from the 10/14 meeting, but for a list of the main questions brought up and the response provided by the applicant please see below:

- *Town of Germantown Road (Rockfield Road) and Potential Damages from Use*
"We often have a road agreement with jurisdictions in which we work, committing us to repair any damage caused by construction traffic. As part of this, we often have a haul route that all deliveries must follow, which usually minimizes traffic along subject Town roads... The haul route I drafted keeps trucks to the east of the project and uses about 0.5 miles of town road before turning onto county and state roads..."
- *Noise/Traffic During Construction and Consideration of the Nearby School*
"Project construction takes 4-6 months, and the majority of our work takes place over 2 months in the summer when school is not in session. We have natural limits to how many deliveries we can accept because of the number of staff on site. We can receive one or two trucks that are similar in size to a grain hauler delivering equipment per day. The greatest amount of traffic would be at the very beginning, with dump trucks hauling aggregate in to build the access drive, similar to constructing the access to a home that's set back a ways from the road. Long term, the project would have maybe one truck per month on the high side."
- *Power Route and Ending Location*
"The electricity produced by the solar project would be used by the nearest load (i.e. the people who live and work near to the project). The electricity will connect to the existing distribution lines along Rockfield Road with minimal upgrades. The plan shows an underground medium voltage line connecting from the project to an existing pole just west of the existing driveway."
- *Chemical Use to Clean Solar Panels and Potential Impact*

"The solar panels do not get cleaned because it rains frequently enough in this area that they do not experience significant soiling. Chemicals are not applied to the solar panels."

- *Glare from Solar Panels*

"The Glare Analysis we submitted shows no glare. The solar panels track the sun, and any reflection would therefore be angled back at the sun and not at neighboring properties."

- *Site Remediation Plan after Lease Contract*

"The project is required to be decommissioned at the end of its useful life or after any period of 12 months that it is not operational. This is guaranteed in the lease as well as our permit application materials. The Decommissioning Plan details the process for removal. These obligations are required of any future owner of the project, if for example OneEnergy went out of business or if the project was purchased by the utility company."

After the public comment period and applicant responses to the questions asked, the Plan Commission tabled/continued the case and directed staff to engage with the Town of Germantown regarding a Road Use Agreement for Rockfield Road in consideration of the project implementation process. The direction provided by the Plan Commission was that all parties (Village, Town, and OneEnergy) shall be involved in formulating a Road Use Agreement, so Village staff and the applicant reached out to Town officials and provided a draft Road Use Agreement for their review.

The Plan Commission heard this case again at its November 11 meeting. Due to the fact no formal meeting had taken place between the aforementioned parties by that time, the Plan Commission tabled/continued the case again. Since then, Village and Town officials were able to meet and discuss the draft Road Use Agreement. At this time the Road Use Agreement remains under review but progress has been made in terms of the communication between the parties and concerns with the initial draft being conveyed to the applicant (OneEnergy) so they can be addressed.

Staff Comments

Community Development: Planning and Zoning

The project site is in the "Rural Preservation District" under the Village's 2050 Comprehensive Plan and is zoned A-1 Agricultural. The Comprehensive Plan designation lists institutional type uses as allowable and the A-1 District is intended to provide for the continuation of general farming and related uses in those areas of the Village that are not committed to urban development. It is further the intent of the district to protect rural lands in the Village from urban development until their orderly transition into urban-oriented districts is required. Therefore, the proposed use of "solar energy conversion system" is a permitted use within the A-1 District.

Wisconsin has enacted statutes that protect solar development and limit municipal oversight. Wisconsin Statute § 66.0401 explicitly limits the authority of municipalities to regulate solar energy systems. Under Wis. Stat. § 66.0401(1m), municipalities may not place any restriction on the installation or use of solar energy systems unless the restriction satisfies one of the following conditions:

-
- Serves to preserve or protect the public health or safety;
 - Does not significantly increase system cost or decrease efficiency; or
 - Allows for an alternative system of comparable costs and efficiency.

The above-mentioned statute is not superseded by municipal zoning powers. As proposed, however, the project complies with the A-1 District zoning standards. The solar array structures comply with setbacks, building height, and the proposed agricultural fence complies with code. While there is no applicable lot coverage standard in the A-1 District, there is little change to the amount of impervious surface quantity through implementation of the project.

OneEnergy has committed through its lease agreement with the landowner to remove the system at the end of the project life, including provisions to ensure that there is adequate financial security set aside to perform such decommissioning. When the project is decommissioned, all infrastructure will be removed, and the site will be restored to predevelopment conditions for continued agricultural use with rested and restored soils. Please see attached Decommissioning Plan.

Additionally, the applicant submitted a Glare Analysis performed by ForgeSolar. According to the analysis there was no glare found for all photovoltaic (PV) solar arrays.

Community Development: Inspection Services

State agency (DSPS) approved plans and a \$20,000 bond are required by Inspection Services. The Village of Germantown is an authorized delegated agent of DSPS to provide all commercial plan review and inspection services through SAFEBuilt of Wisconsin and the Village of Germantown.

Public Works/Village Engineer/Village Surveyor

The Village Engineer and Village Surveyor have identified technical issues and plan revisions that need to be resolved or otherwise addressed by the applicant prior to commencing construction activities. The applicant will be required to submit a stormwater management plan subject to review and approval by the Village Engineer prior to any construction activity or issuance of an Erosion Control Permit. Staff is recommending a condition requiring all outstanding items and issues identified in the following review memos be resolved and reflected in additional information and/or revised plans submitted to staff for further review, comment, and approval prior to commencing any site construction:

- September 14, 2024 – Review Memo from Village Surveyor
- September 25, 2024 – Review Memo from Village Engineer

Village Forester

After review of the landscape screening and vegetation plan, the Village Forester had one comment for the applicant to address as follows: “Include evergreen tree species selection, nursery stock selection, and caliper sizes. Additionally, include planting/tree installation specifications.” The applicant acknowledged this review comment and has submitted a response and revised plan for staff review.

Fire and Police Departments

The Fire Department is requiring an additional ingress/egress point to the solar facility on the northeast side. The additional access point can be provided by installing a gate per the Fire Department, which the applicant since has acknowledged and agreed to. No comments were made by the Police Department.

Legal

The Village received two (2) petitions in opposition of this project. The petitions have been signed and notarized and were submitted to the Plan Commission and Village Board. Both petitions are attached to this memo.

Staff has requested the Village Attorney to review each petition and advise if they have any legal impact or standing as it applies to the subject zoning applications. The attorney review is pending.

VILLAGE STAFF RECOMMENDATIONS

APPROVE the proposed 1-lot Certified Survey Map (CSM) for OneEnergy Renewables solar project located at approximately N132 W18100 Rockfield Road, subject to the following conditions:

1. All technical issues and corrections identified by the Village Surveyor (see September 14, 2024, memo from Bob Beilfuss, PLS) shall be addressed and reflected in a revised CSM reviewed and approved by Village staff prior to recording.
2. The CSM be revised to denote a front setback of 60' in accordance with the A-1 District. Any pre-existing structures found to be within this setback shall be noted as "nonconforming" on the CSM.

APPROVE the site development plan submitted by OneEnergy Development, LLC for a solar energy facility approximately 30 acres in size containing bifacial solar panels, inverters and transformers, access drive (16' width), perimeter 8' fencing, and vegetative screening for property located at approximately N132 W18100 Rockfield Road, subject to the following conditions:

1. This approval is for the plan sheets that comprise the site plan set as noted below and is subject to compliance with all the conditions and requirements set forth herein and subsequently adopted and/or revised by the Plan Commission. Approval is granted for the following unless superseded by subsequent plan sheets approved by Village Staff pursuant to revisions required herein and/or by the Plan Commission:
 - a. *Site Development Plan dated October 2, 2024.*
 - b. *Vegetative Screening Plan dated August 26, 2024.*

If revised plan sheets are necessary, each revised sheet shall contain the date of said revision clearly stamped in the lower right corner.

-
2. The Vegetative Screening Plan shall be subject to final acceptance by the Village Forester and Community Development staff prior to commencement of construction.
 3. The technical issues and plan revisions identified in the September 25, 2024, memo from the Village Engineer shall be addressed in revised plan sheets and/or supplemental documents as necessary prior to commencing construction activities or issuance of an Erosion Control Permit.
 4. Site operations are limited to the proposed activity by the applicant per the submitted/attached "Solar Generating Facility Operations Plan".
 5. State agency (DSPS) approved plans and a \$20,000 bond are required by Inspection Services. The Village of Germantown is an authorized delegated agent of DSPS and may be used as an alternative to provide all commercial plan review and inspection services through SAFEBuilt of WI and the Village of Germantown.
 6. A gate shall be installed providing another ingress/egress point into the solar array facility on the northeast side of the development site. The gate installation and specifications shall be approved and inspected by the Fire Department prior to commencement of facility operations.
 7. Applicant shall install the agricultural/wildlife perimeter fence with openings at the bottom (i.e. at-grade) to allow greater wildlife movement.
 8. The maximum height of the solar array panels (i.e. structures) shall be 10' from established grade.
 9. All temporary and permanent exterior signs require a permit and shall comply with all current Village sign regulations and requires a permit if/when allowed.
 10. Applicant shall provide a commitment to the Village including provisions to ensure that there is adequate financial security set aside to perform the specified decommissioning of the project and any restoration needed to be performed to the shared access drive after construction of the project or its decommissioning. Said commitment shall be reviewed and approved/accepted by the Village Attorney.
 11. Applicant/company shall enter into (i.e. sign) a road use/maintenance agreement with/between the Town of Germantown and Village of Germantown specifying terms of use of Rockfield Road during the construction and implementation process for the project. Such agreement shall stipulate terms for any use of Class A weight vehicles on Rockfield Road and shall be approved/accepted by the Village Attorney prior to commencement of construction or issuance of any permits, including an Erosion Control Permit.
 12. Pursuant to Section 17.47 of the Zoning Code, if the Village observes and/or receives complaints regarding negative impacts associated with and/or created by construction activities or the facility's day-to-day operation on the property, including but not limited to glare, noise, or dust, among other things, the Property Owner/Operator shall work with the Village to identify the source of such impact(s), evaluate alternative mitigation measures, and implement a mutually-agreeable solution to mitigating the impact(s).



Village of



Fee must accompany application

☐ \$2,900 with public improvements

☒ \$1,960 no public improvements

Paid OR Date 8/9/24
CHK # 004856

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

OneEnergy Development, LLC

PROPERTY OWNER

Wayne Lutynski

Phone (262) 573-3089

Fax ()

E-Mail peter@oneenergyrenewables.com

Phone (414) 659-8901

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

2 Approximately 43.257821, - 88.131597

091986, 091987, 092979, 092994

3 PURPOSE OF LAND SPLIT

Combine parcels

Will the land split require rezoning?

No

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!

Applicant

8/6/2024

Date

Owner

8/6/24

Date

OFFICE OF THE VILLAGE PLANNER
VILLAGE OF GERMANTOWN

Page 244 of 307



Fee must accompany application

- ☐ \$700 Minor Addition
- ☐ \$1,240 Construction <10,000 SF
- ☐ \$2,095 Construction 10,000 SF to 50,000
- ☐ \$3,460 Industrial Construction >50,000 SF
- ☐ \$3,460 Commercial Construction >50,000
- ☒ \$200 Plan Commission Consultation
- ☐ \$125 Fire Department Plan Review

PAID

DATE

QR 8/9/24
CHK #004856

SITE PLAN REVIEW APPLICATION

Pursuant to Section 17.43 of the Municipal Code

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

1 **APPLICANT OR AGENT**
OneEnergy Development, LLC

PROPERTY OWNER
Wayne Lutynski

Phone (262) 573 - 3089

E-Mail peter.murphy@oneenergyrenewables.com

Phone (414) 659 - 8901

E-Mail

2 **PROPERTY ADDRESS**

To be assigned. Approximately 43.257821°, -88.131597°

3 **NEIGHBORING USES** – Specify name and type of use, e.g. Enviro Tech – Industrial, Smith – Residential, etc.

North Saddle Up LLC, A-2, Agricultural
(Horse Stable),
MARLENE KASTEN, MARY LYNN
PROST ET AL, A-1, Agricultural

South
Residential homes, RS-3 & RS-4

East
Milwaukee Metropolitan
Sewerage District, A-1,
Agricultural

West
Saddle Up LLC, A-1,
Agricultural (Horse
Stable)

4 **READ AND INITIAL THE FOLLOWING:**

- ☒ I am aware of the Village of Germantown ordinance requiring fire sprinklers in most new construction.
- ☒ I understand that all new development is subject to Impact and/or Connection Fees that must be paid before building permits will be issued.
- ☒ I understand that an incomplete application will be withdrawn from the Plan Commission agenda and that all resubmissions to the Plan Commission are subject to a new application fee.

5 **SIGNATURES** – ALL APPLICATION MUST BE SIGNED BY OWNER!

Peter Murphy

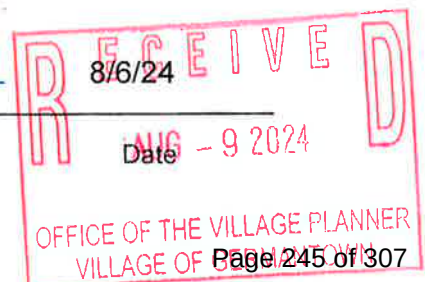
8/6/2024

Applicant

Wayne Z

Wayne Lutynski (Aug 6, 2024 13:28 CDT)

Owner



OFFICE OF THE VILLAGE PLANNER
VILLAGE OF GERMAN TOWN
Page 245 of 307



GERMANTOWN SOLAR Project Overview

OneEnergy Renewables is in the process of developing a 6 MW solar project in the Village of Germantown, Washington County, WI. The project is located north of Rockfield Road (Please see site plan on reverse). OneEnergy Renewables will develop, design, and construct the solar project, and electricity from the project will serve local We Energies customers.

The project will occupy approximately 30 acres, and has an expected useful life of 30-50 years, providing clean, local renewable energy for years to come. At the height of construction, roughly 30 people will be employed on this project. *Solar installer* is one of the fastest growing jobs in the USA.

SYSTEM STATISTICS

6 Megawatts
~30 acres
~12,000,000 kWh per year

MAIN SYSTEM COMPONENTS

- Single-axis tracker (tracks the sun from east to west throughout the day)
- Bifacial solar panels
- Inverters
- Transformers

12,000,000 kWh of electricity per year, equivalent to...



1,400

AVERAGE WISCONSIN
HOUSEHOLDS



9,241

TONS OF CO₂ AVOIDED,
LIKE TAKING 1,600+
CARS OFF THE ROAD*



9,787

ACRES OF U.S.
FOREST CARBON
SEQUESTRATION*

Sustainable Design and Construction

The area beneath and around the panels will be planted to a low-growing perennial pollinator mix. This increases water infiltration relative to conventional row-cropping. Water that flows off solar panels is safe for people and wildlife.

The project area will be fenced within an 8' tall deer-exclusion style fence, similar to what one might find around an orchard. The area surrounding the project will continue to be farmed.

When the project is decommissioned, all infrastructure will be removed, and the site restored to pre-development conditions for continued agricultural use with rested and restored soils.

Contact

PETER MURPHY
PROJECT MANAGER

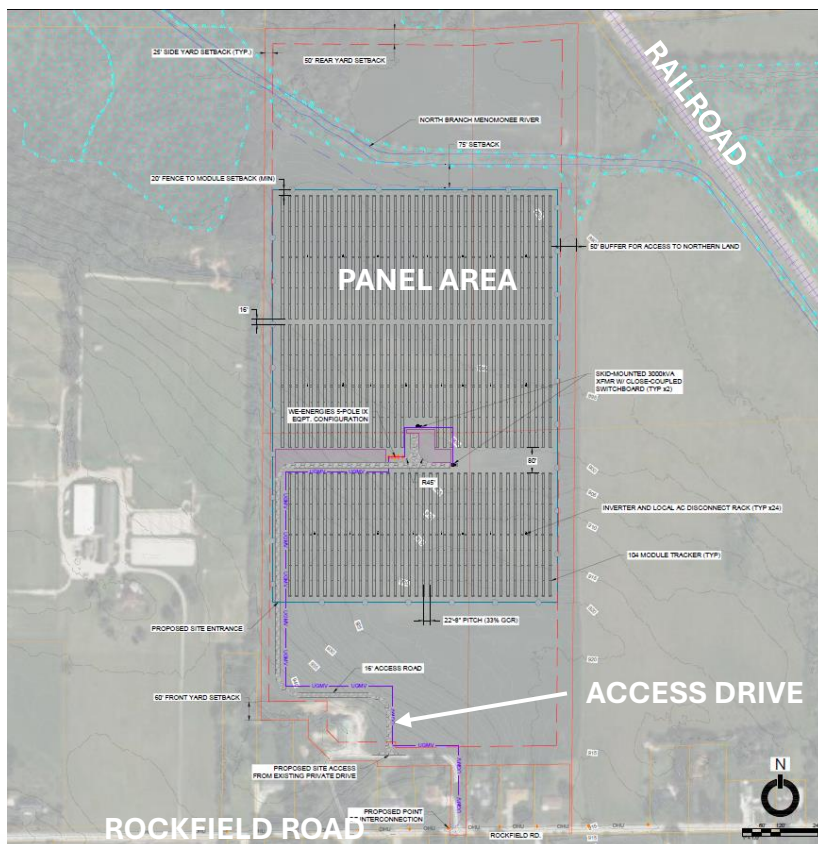
(414) 768-2590 |C

peter@oneenergyrenewables.com

10 N. Livingston St, Suite 201
Madison, WI 53703



PROPOSED GERMANTOWN SOLAR PROJECT SITE PLAN



Village of Germantown, WI

Germantown Solar Project

Applicant:

**OneEnergy Development, LLC
10 N. Livingston St., Suite 201
Madison, WI 53703**

Contents

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Exhibits

Exhibit A – Site Plan

Exhibit B – Operations Plan

Exhibit C – Vegetation Management Plan

Exhibit D – Project Profile

Exhibit E – Decommissioning Plan

Exhibit F – Survey Map

Exhibit G – Glare Analysis



Background

The Germantown Solar Project (the “Project”) is a proposed 6 Megawatt solar generation facility. OneEnergy Development, LLC (“OneEnergy” or “the Applicant”) will develop, engineer, and construct the Project.

The Applicant will complete all environmental studies and surveys required to construct the Project, including the following: wetland delineation, Phase I Environmental Site Assessment, soil analysis, Wisconsin State Historical Preservation Office, and endangered resources review. The Project is not expected to impact natural resources.

The Applicant intends to start construction on the Project in the spring of 2025, pending receipt of all required permits and approvals and availability of key equipment for the project. Construction of the project is expected to take approximately 4-6 months. If construction starts in spring of 2025, the Project is expected to be completed by the end of 2025. If construction is delayed due to key equipment availability or other issues until spring of 2026, the project is expected to be constructed and operational by the end of 2026. Once complete, the Project will generate local power for local customers within We Energies’ service territory.



Strobus Solar Project in Black River Falls, WI

A. General Land Use Description

Location

The Project is located on approximately 30 acres of vacant land in the Village of Germantown known as parcels 092994, 092979, 091987, and 091986 at the north of Rockfield Road and east of Maple Road. The land is part of a larger 54-acre group of parcels owned by Wayne Lutynski.

Zoning

The proposed Project is situated on land that is zoned A-1 Agricultural Preservation District. Adjacent parcels are farms, several homes, and a horse training facility, zoned A-1, A-2, RS-4, and RS-3.

Setbacks

OneEnergy commits to following all applicable Setbacks (please see Village of Germantown Ordinance 17.12(5) and 24.04)

- (a) Front Setback. 60 feet, minimum.
- (b) Side Yards. 25 feet, minimum, except that bee hives and buildings used for keeping livestock and poultry, and all new buildings constructed after the effective date of this Code shall have yards of not less than 50 feet.

(c) Rear Yard. 50 feet, minimum.

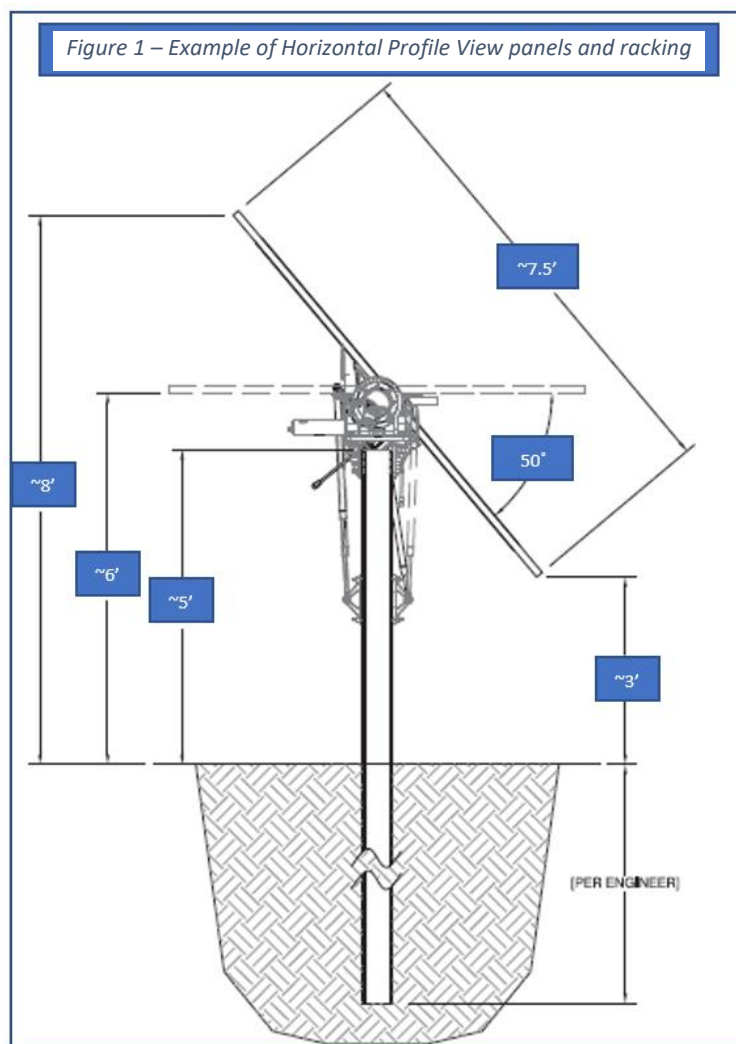
Setback from navigable waterway located to the north: 75'

Description of Equipment

Racking and Panels

The racking for the proposed project consists of driven steel I-Beams that are embedded approximately 10' into the ground, and extend approximately 5' above ground. A torque tube connects to the top of the I-Beams, and the panels are mounted to the top of the torque tube. All components of the racking system are galvanized steel.

Below is a depiction of the horizontal profile view of the panels and racking, which will run in rows from north to south throughout the site and will track the sun from east to west throughout the day. At their maximum angle in morning and evening, the panels are 50 degrees from horizontal facing either east (morning) or west (evening). At mid-day, the panels are flat. At their maximum tilt angle in morning and evening, the tallest part of the panel is ~8' above ground level.



Solar Panels

Crystalline silicon solar PV panels, which represent ~95% of the installed solar panels in the US, consist primarily of tempered glass, silicon wafers, anodized aluminum, and wiring, all of which can be recovered and recycled at the end of their useful life. PV panels are extremely durable and built for long service life, as indicated by their 30-year warranty.

Inverters, Transformer, Electrical Rack

The inverters, electrical panels and transformers will be located in the middle of the project as depicted in the site plan. Most equipment (inverters, electrical panel, etc.) will be mounted on driven pilings similar to the pilings that support the solar panels and racking with a maximum height of 8 feet. The transformers and disconnects will be mounted on a concrete pad. These pieces of electrical equipment look similar to what you would see at a large load service like a grocery store.

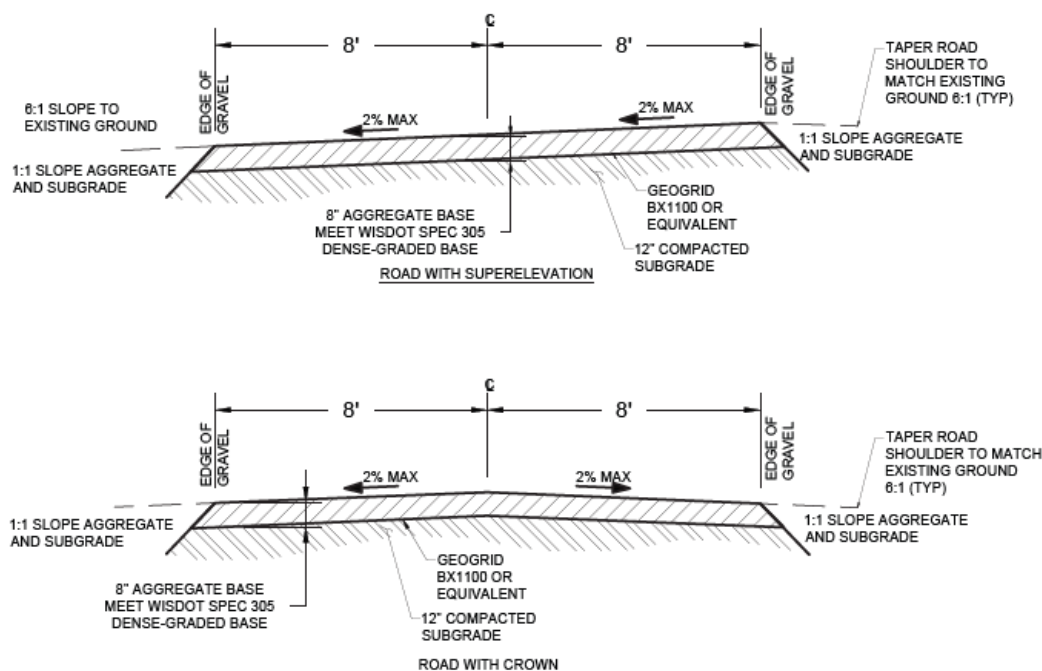


Image 3 - Hodag Solar Project in Rhinelander, WI

Access Drive

The access drive is proposed to be 16' wide and will come off of Rockfield Road. The access drive will be installed below depending on the slope. The access drive is installed at-grade to minimize changes to existing drainage patterns.

Figure 2 – Example of Access Drive Design Detail



Fence

A fence will surround the solar project and will be an 8' tall agricultural-style fixed knot wildlife exclusion fence similar to what you might see around an orchard. The fence will have either wood or steel posts.



Image 4 – Fence at Rushford Village Solar Project in Rushford Village, MN



Image 5 – Fence at Blue Prairie Solar Project in Black River Falls, WI

B. Scale Map of the Project Site

Please see **Exhibit A - Proposed Site Plan** for dimensions and location of proposed facilities. OneEnergy designs our projects using highly efficient bifacial solar panels and single-axis tracking racking. Using this equipment, a 6 Megawatt solar system can be located on approximately 30 acres of relatively flat topography and, most importantly, consistent elevations in the north-south direction.

The proposed project is expected to produce enough electricity for approximately 1,400 average Wisconsin residences, or almost 17% of the electricity needs of the Village of Germantown's approximately 8,280 households.

C. Landscaping

The Project will be developed in a manner that complements the agricultural setting by using an agricultural-style fence, either a pasture for grazing sheep or a pollinator seed mix to attract bees and birds. Topsoil integrity will be preserved throughout construction by pre-seeding a cover crop prior to construction to minimize erosion and compaction, as well as by minimizing grading within the site. The permanent seeding will



take place after construction is complete, and will conform with Wisconsin DNR recommendations for solar projects. The final landscape plan will be developed in partnership with the Wisconsin DNR and in compliance with all applicable stormwater requirements. By planting dense perennial vegetation beneath and around the solar panels, the project provides ecosystem services associated with pollinator benefits, soil building, increased water infiltration and reduced stormwater runoff compared to regularly tilled farmland. Please see **Exhibit C –Vegetation Management Plan**.

D. Wetland and Drainage Facilities

The project is designed to minimize soil disturbance and drainage alterations as much as possible. OneEnergy anticipates limited ground disturbance for the installation of the solar array and will ensure all grading is done in compliance with recommended best practices for stormwater and sediment erosion control. Because the project will occupy more than one acre, OneEnergy will be required to comply with the Wisconsin Department of Natural Resources NPDES Construction General Permit, which has the following requirements:

- Implement Best Management Practices to control sedimentation during construction, i.e. silt fencing, fiber logs, temporary stabilization, etc.
- Submittal of a Water Resource Application for Project Permits (WRAPP)
- Develop a Stormwater Management Plan approved by the Wisconsin DNR prior to commencement of construction

Sedimentation will be controlled from leaving the project area after construction by changing the land use of the project area from cultivated agricultural land to nearly 100% vegetated ground cover. The pollinator meadow growing beneath and around the solar panels acts as a vegetative buffer that covers ~95% of the site. Runoff from the access roads and concrete pads will travel through the vegetative cover prior to leaving the project area. Water that runs off panels into the proposed dense pollinator planting below will act as a natural vegetative buffer which will increase infiltration and act as erosion control to help the site meet required standards.

OneEnergy solicited records from the landowner on any known drain tile on the property, reviewed aerial photographs available on Google Earth, and studied the Project Area for evidence of drain tile. OneEnergy then contracted environmental resource specialists Emmons & Olivier Resources (EOR), to evaluate the Project site for evidence of drain tile. Based on all available information and EOR's expert opinion, there is not expected to be drain tile within the project area

E. Construction Schedule

OneEnergy's goal is to finalize engineering in the winter of 2024-2025, to enable purchasing of long-lead equipment in early 2025 and construction during the months of May to October, 2025. If construction is delayed due to key equipment availability or other issues until spring of 2026, the project is expected to be constructed and operational by the end of 2026.

A project of this size typically takes 4-6 months to construct. The Project is intended to start construction in the summer of 2025 and be complete by the end of 2025. A tentative construction schedule is as follows:

Civil Work and Fencing Install	5/1/2025	5/31/2025
Pile Installation	6/1/2025	7/1/2025
Racking and Module Installation	7/1/2025	9/1/2025
Wiring and Transformer Installation	9/1/2025	10/15/2025
Pollinator Seeding and Revegetation	10/15/2025	11/1/2025
Target In-service Date	11/1/2025	

F. Operations & Vehicular Traffic Description

During operation, the Facility will be an unmanned plant that will operate through local and remote control/monitoring. Please see **Exhibit B –Operations Plan**. During construction, we anticipate that there will be between 5 and 30 construction workers on-site for the 6-month period (May-October) during which the bulk of construction will take place. Adequate provision for parking of such construction staff has been included in the design of the laydown area within the site perimeter. Additionally, deliveries will be expected during business hours. It is not expected that more than 3-4 delivery trucks will arrive at the site per day during construction. Following construction, traffic will be very limited. We typically expect approximately one pickup truck to visit the site per month during the operational period for routine site maintenance and mowing.

G. Decommissioning and Removal

OneEnergy has committed through its lease agreement with the landowner to remove the system at the end of the project life, including provisions to ensure that there is adequate financial security set aside to perform such decommissioning. When the Project is decommissioned, all infrastructure will be removed, and the site will be restored to predevelopment conditions for continued agricultural use with rested and restored soils. Please see **Exhibit E – Decommissioning Plan**.

H. About OneEnergy

OneEnergy is the leading developer of community-scale solar projects in Wisconsin, having developed 42 projects in Wisconsin and adjacent states totaling 155 MW, and 31 projects totaling 125 MW in Wisconsin that are currently operating or under construction. Our regional team, consisting of developers, engineers, legal and construction managers based out of our Madison office, completed development, engineering and in 2023 managed the construction of 16 projects in Wisconsin, including:

- A series of four 7.5 Megawatt projects for WE Energies located in Kenosha, Washington, Walworth and Shawano Counties
- A portfolio of 10 projects for rural electric cooperatives in Western Wisconsin.

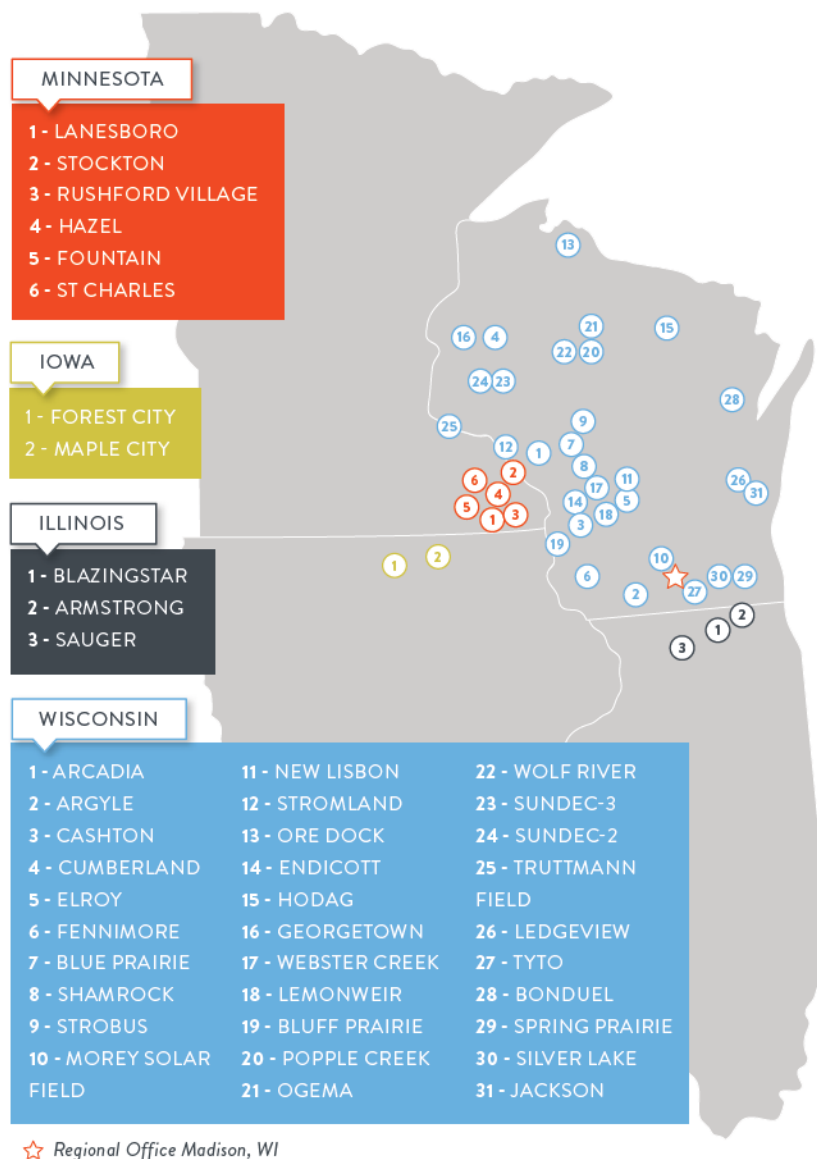


Figure 3 – OneEnergy Midwest Solar Projects

OneEnergy Renewables

Germantown Solar Project

Solar Generating Facility Operations Plan

Type of Activity Proposed: OneEnergy Development, LLC is proposing to build a solar generation project (the “Facility” or “Project”) located on approximately 30 acres, consisting of solar modules and associated collection equipment that delivers power to the electric grid. The Facility will have a maximum capacity of 6 MW AC. The on-site equipment at the Facility will consist primarily of solar modules mounted on single-axis tracking racking. These panels generate direct current (DC) electricity. Approximately 24 inverters, situated throughout the array area, convert the DC electricity to alternating current (AC) electricity to allow it to be delivered to the existing electric distribution system. Two transformers increase the AC voltage produced by the inverters to the grid voltage of the existing three-phase distribution line to which the Project connects.

The Facility will be an unmanned plant that will operate through local and remote control and monitoring. The PV system will be monitored remotely through the Utility Energy Management System and the integrated Data Acquisition System (DAS), which signals alerts for any irregular operating condition. Scheduled maintenance will occur once annually to inspect all elements of the project to ensure optimal performance. After construction is complete, there will be limited access to the site for periodic inspections (monthly), maintenance and vegetation management.

The Facility will provide solar electricity to serve the needs of local utility customers.

1. **Hours of Operation:** The solar facility will operate during daylight hours. This Facility will not be continuously staffed and will not be open to the public. It is anticipated that once construction is complete, operations and maintenance personnel (one or two people) will access the site once or twice per month for inspection or minor maintenance.
2. **Number of Employees:** There will be no employees stationed at the Facility. As noted in Item No. 1 above, one or two people will visit the site a once or twice each month for inspection and minor maintenance, as needed.
3. **Anticipated Customers:** No customers will be served at the Facility, and there will be no traffic associated with such customers. The renewable electricity generated from the Facility will be used to serve the needs of local utility customers.
4. **Outside Storage:** None proposed.
5. **Outdoor Activities:** Inspection of the solar electric system and periodic maintenance as described above.
6. **Outdoor Lighting:** No permanent outdoor lighting is proposed.
7. **Outside Loudspeakers:** None.
8. **Proposed Signs:** The site will only include necessary safety signage with contact information for the Project Operations team and an entrance sign.
9. **Trash Removal:** There will not be trash generated at this site.

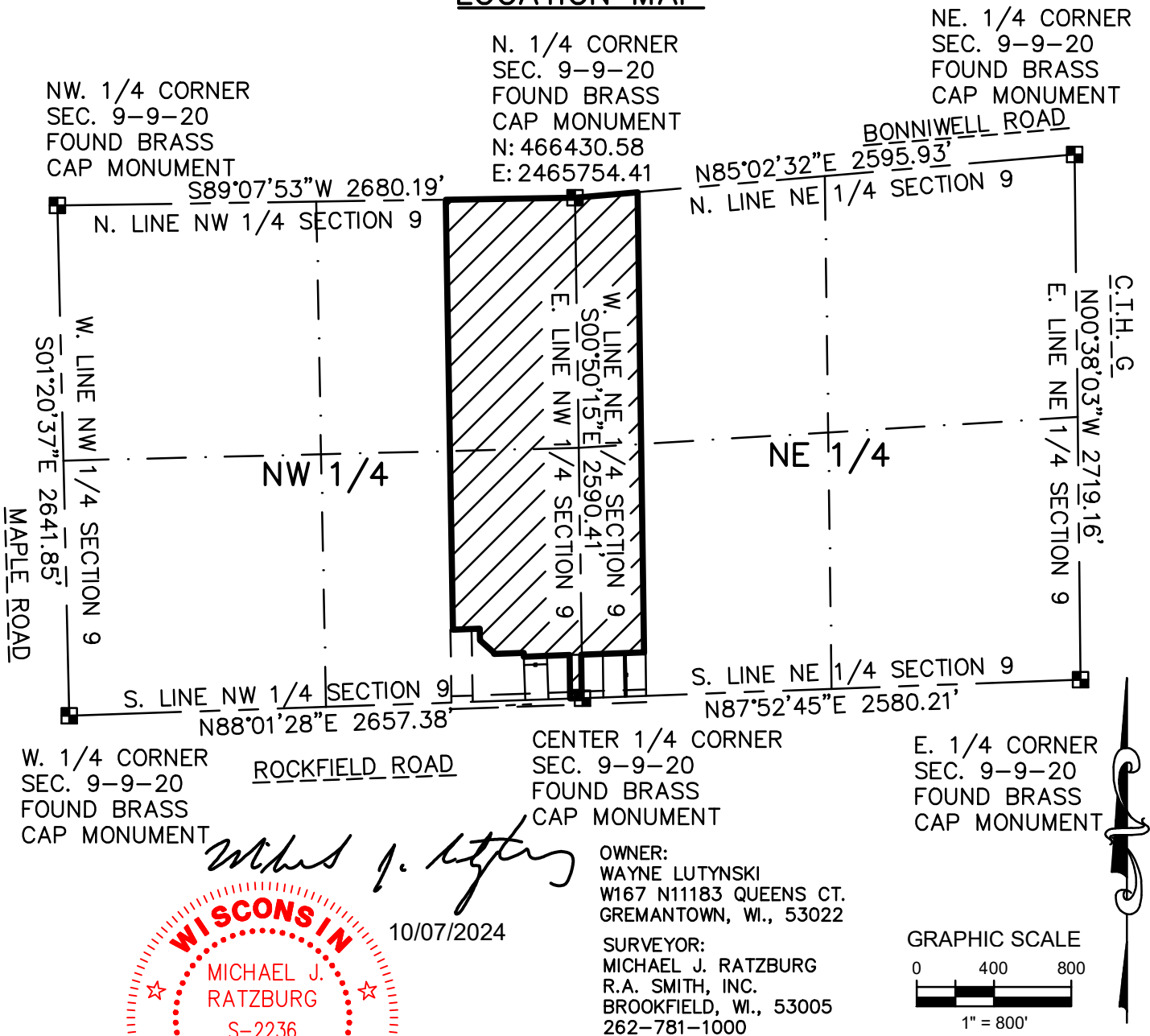
CERTIFIED SURVEY MAP NO. _____

A division of a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 9, in Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

- ▲ INDICATES FOUND 3/4" IRON ROD, UNLESS NOTED
- INDICATES FOUND 1" IRON PIPE, UNLESS NOTED
- △ INDICATES SET MAG NAIL
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.
- Ⓢ INDICATES DEDICATED TO THE VILLAGE OF GERMANTOWN FOR PUBLIC ROAD PURPOSES

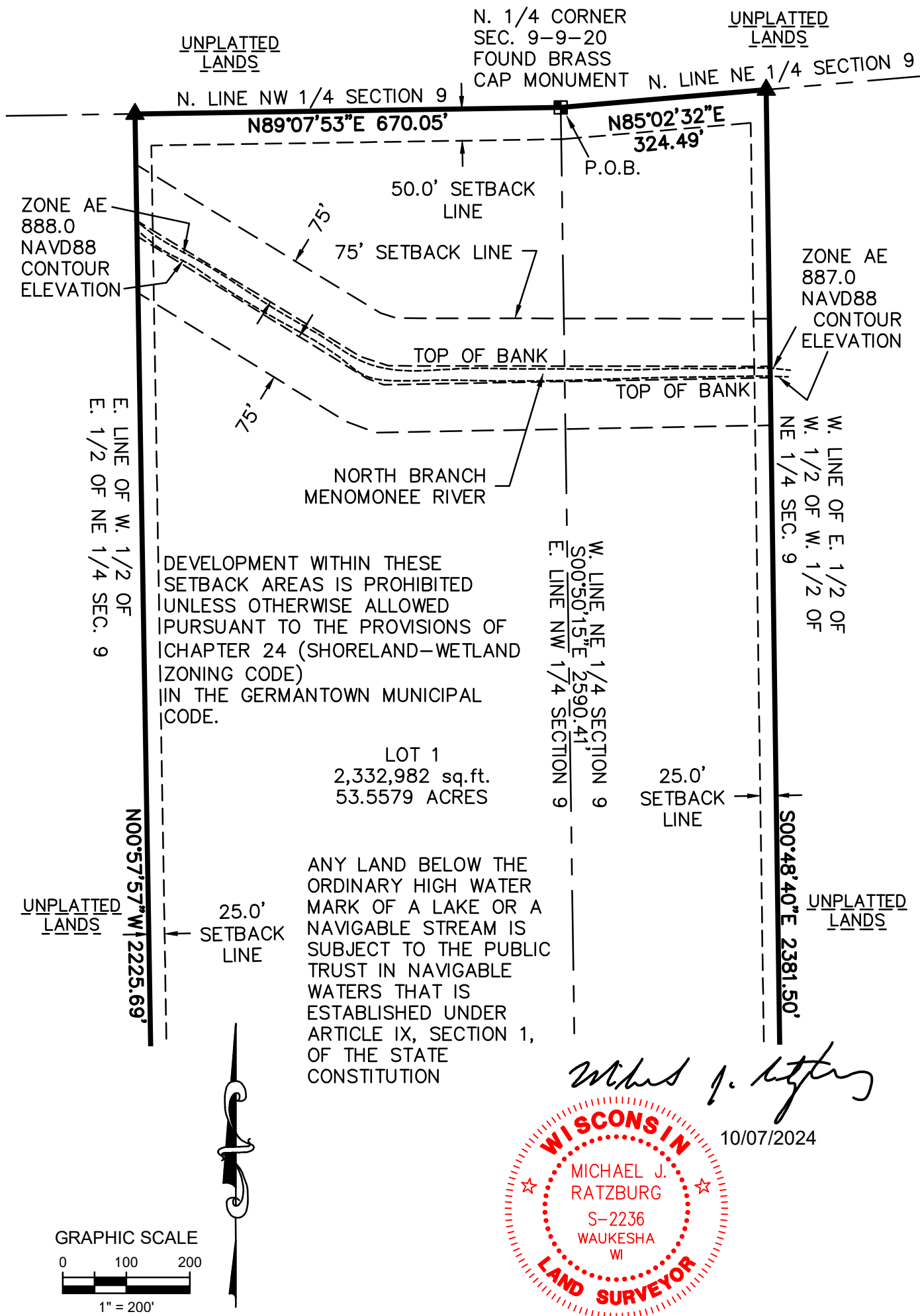
ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
ALL BEARINGS ARE REFERENCED TO THE WEST LINE OF THE NE 1/4 OF SECTION 9, T 9 N, R 20 E, WHICH BEARS S00°50'15"E. WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83/2011).

LOCATION MAP



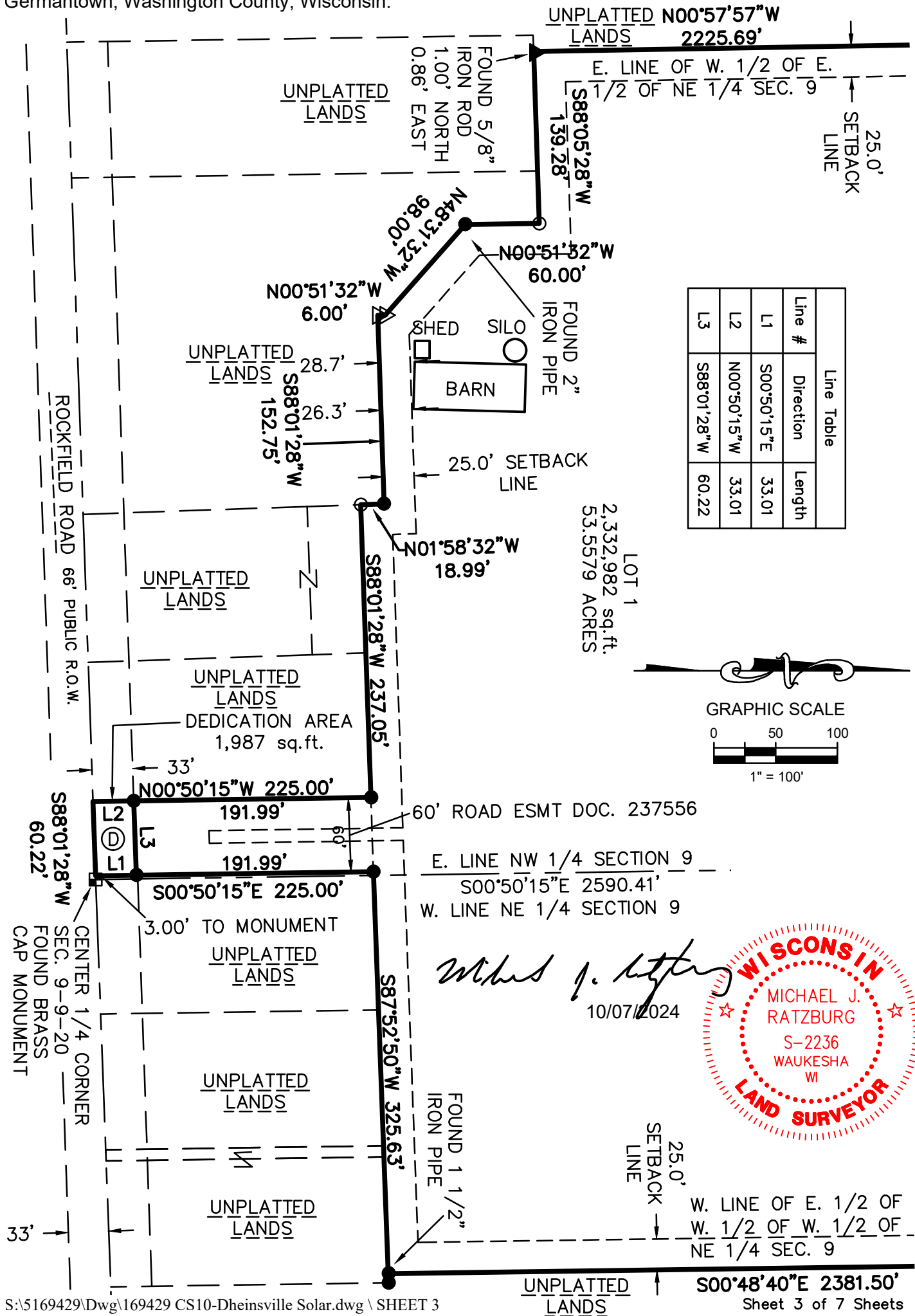
CERTIFIED SURVEY MAP NO.

A division of a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 9, in Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.



CERTIFIED SURVEY MAP NO.

A division of a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 9, in Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.



CERTIFIED SURVEY MAP NO. _____

A division of a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 9, in Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
:SS
WAUKESHA COUNTY }

I, MICHAEL J. RATZBURG, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 9, in Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows:

BEGINNING at the North 1/4 corner of said Section 9; thence North 85° 02' 32" East along the North line of the Northeast 1/4 of said Section 324.49 feet to a point in the West line of the East 1/2 of the West 1/2 of the West 1/2 of the Northeast 1/4 of said Section; thence South 00° 48' 40" East along said west line 2381.50 feet to a point; thence South 87° 52' 50" West 325.63 feet to a point; thence South 00° 50' 15" East 225.00 feet to a point in the South line of the Northwest 1/4 of said Section; thence South 88° 01' 28" West along said South line 60.22 feet to a point; thence North 00° 50' 15" West 225.00 feet to a point; thence South 88° 01' 28" West 237.05 feet to a point; thence North 01° 58' 32" West 18.99 feet to a point; thence South 88° 01' 28" West 152.75 feet to a point; thence North 00° 51' 32" West 6.00 feet to a point; thence North 48° 31' 32" West 98.00 feet to a point; thence North 00° 51' 32" West 60.00 feet to a point; thence South 88° 05' 28" West 139.28 feet to a point in the East line of the West 1/2 of the East 1/2 of the Northwest 1/4 of said Section; thence North 00° 57' 57" West along said East line 2225.69 feet to a point in the North line of the Northwest 1/4 of said Section; thence North 89° 07' 53" East along said North line 670.05 feet to the point of beginning.

Said land contains 2,334,969 square feet or 53.6035 acres.

THAT I have made the survey, land division and map by the direction of WAYNE LUTYNSKI, owner.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with provisions of Chapter 236.34 of the Wisconsin Statutes and Chapter 18 of the Village of Germantown Subdivision Control Ordinances in surveying, dividing and mapping the same.

10/07/2024

Field date


MIKE J. RATZBURG
PROFESSIONAL LAND SURVEYOR S-2236



raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

CERTIFIED SURVEY MAP NO. _____

A division of a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 9, in Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

OWNER CERTIFICATE

WAYNE LUTYNSKI, as owner, certifies that said corporation has caused the land described on this map to be surveyed, divided, dedicated, and mapped as represented on this map in accordance with the Ordinances of the Village of Sussex.

WAYNE LUTYNSKI, does further certify that this map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection: Village of Germantown.

As Owners, we hereby dedicate that part of Rockfield Road to the Village of Germantown for public road purposes as represented on this Certified Survey Map.

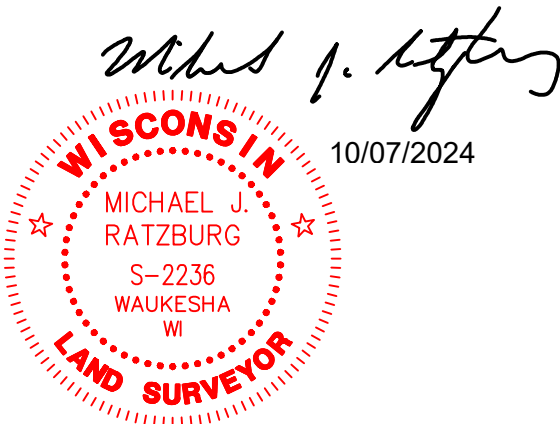
IN Witness Whereof, WAYNE LUTYNSKI, has caused these presents to be signed
this _____ day of _____, 2024.

WAYNE LUTYNSKI

PERSONALLY came before me this _____ day of _____, 2024, WAYNE LUTYNSKI, to me known as the person who executed the foregoing instrument and acknowledged the same.

(Notary Seal)

(print name)
Notary Public, State of Wisconsin
My commission expires _____



CERTIFIED SURVEY MAP NO. _____

A division of a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 9, in Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE

_____, a national banking association, duly organized and existing under and by virtue of the laws of the State of _____, as mortgagee of the above described land, consents to the surveying, dividing, mapping and restricting of the land described on this map and in the surveyor's certificate, and to the certificate of the owner of said land.

Date: _____
Entity Name: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF _____ }
_____ }SS
COUNTY }

PERSONALLY came before me this _____ day of _____, 20_____, _____, the _____ of the above named organization, to me known to be the person who executed the foregoing instrument and acknowledged that he/she executed the foregoing instrument as such officer on behalf of the entity, by its authority.

(Notary Seal)

(print name)
Notary Public, State of Wisconsin
My commission expires _____



CERTIFIED SURVEY MAP NO. _____

A division of a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 9, in Township 9 North, Range 20 East, in the 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 of the Village of Germantown on

this _____ day of _____,2024.

Date: _____
Dean Wolter, Chairman

Date: _____
Deborah J. Remich, Secretary

VILLAGE OF GERMANTOWN BOARD APPROVAL

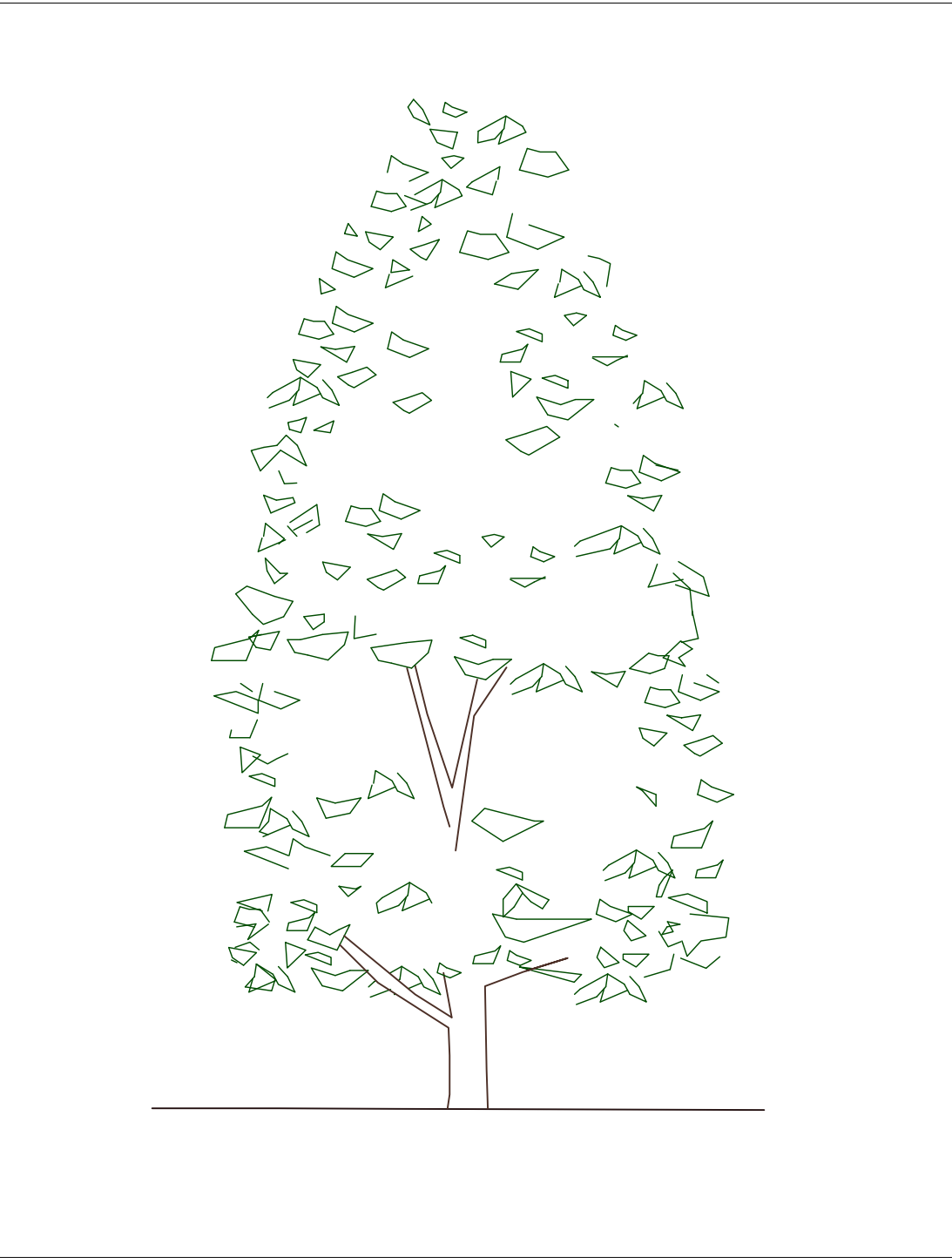
This Certified Survey Map, being a division of a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 9, in Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, having been approved by the Planning Commission being the same, is hereby approved and the dedication of that part of Rockfield Road for public road purposes as shown on this Certified Survey Map is hereby accepted by the Village Board of Trustees of the Village of Germantown

on this _____ day of _____,2024.

Date: _____
Dean Wolter, Village President

Date: _____
Donna Ott, Village Clerk





2 VEGETATION ELEVATION VIEW
SCALE: NTS



1. HARDY EVERGREEN TREES WILL BE PLANTED AT 25' INCREMENTS ON CENTER WITH AN APPROXIMATE HEIGHT OF 4' AT PLANTING. SPECIES MAY INCLUDE BUT ARE NOT LIMITED TO BLUE SPRUCE, WHITE SPRUCE, BLACK HILLS SPRUCE, OR EASTERN RED CEDAR.

Germantown Solar

Vegetation Installation and Management Plan



Date: 7/26/2024

Site Location: 43.257821, -88.131597

ONEENERGY RENEWABLES • 2003 WESTERN AVE • STE 225 • SEATTLE, WA 98121

WWW.ONEENERGYRENEWABLES.COM

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1 Site Overview

Germantown Solar is a 6 MWac solar project located north of Germantown in Washington County, Wisconsin. The 30-acre project site is currently used for agricultural production. The site does not contain wetlands and the predominant soils on site are well drained loam, well drained silt loam, and somewhat poorly drained silt loam. Following construction of the solar array, the site will be managed for native pollinator habitat.

2 Benefits of Pollinator-Friendly Solar

There are many benefits to installing native prairie plant communities on solar sites. Pollinator friendly solar sequesters carbon into the soil through plants, while carbon emissions are simultaneously reduced by using renewable solar energy. Planting native prairie species restores soil by preventing erosion, improving soil structure, increasing carbon storage, diversifying microbial communities, and increasing soil fertility. In addition to supporting native wildlife, these improvements to the soil will increase the value of the soil for future agricultural production once the solar panels are removed. Agricultural benefits are not limited to future land use. Supporting native pollinator populations can increase yields of nearby pollinator-dependent crops such as soybeans, apples, and many vegetables.

The aesthetic benefits of pollinator habitat provide additional services to the local community for those who appreciate observing the wildflowers, birds, butterflies, and other species that are drawn to the solar site. Native prairie plants prevent stormwater runoff and improve surrounding water quality, which is an important consideration following the construction of solar projects. While the initial costs and amount of planning needed for installing and managing native pollinator habitat may be greater than turfgrass, the benefits outweigh the costs. Following the first five years of management, as the hardier native plant communities become established, reduced maintenance needs are anticipated for the remainder of the time the solar array is in operation.

3 Site Preparation and Temporary Seeding

Construction debris and building materials will be cleared from the seeding area. An herbicide application may be required to remove undesirable vegetation from the site. The type of herbicide used will depend on the target species observed during initial site inspections by environmental specialists. If an herbicide such as glyphosate is used, this would necessitate a 10-day waiting period before disturbing the soil or seeding.

The environmental specialist overseeing site preparation activities and selecting herbicide treatments for noxious and invasive species suppression will have comprehensive knowledge and experience selecting and applying herbicides for restricting invasive species and managing vegetation to encourage native plant communities. Additionally, the environmental specialist

will have detailed knowledge of Wisconsin flora, excellent vegetation identification skills, and experience in ecological restoration that includes overseeing and conducting native prairie restoration and vegetation assessments.

Winter wheat or oats will be used as a cover crop depending on the time of year and based on the WDNR Technical Standard (1059) and the WisDOT seeding specification (630). For example, construction may delay seeding from fall until the following spring, in which case a cover crop would be used. A cover crop is also used during construction as part of the Stormwater Pollution Prevention Plan.

4 Permanent Seeding

The soil will be disced and then either harrowed or raked to prepare the soil for seeding. Native grasses will be seeded using a mechanical broadcast spreader at a depth of ¼ to ½-inch. Depending on site conditions, a nurse crop such as winter wheat will be seeded to stabilize the soil. Following grass seeding, the site will be raked and harrowed. Wildflowers and sedges will be seeded using a mechanical broadcast spreader and covered by raking the site.

The primary seed mix used will be a diverse mix of around thirty plant species designed by environmental specialists to suit site-specific soil and microclimate conditions and to provide continuous forage and habitat for pollinators. The seed mix includes flowering species with a wide range of bloom times to cover each season pollinators are active. Additionally, a lowland seed mix will be used where hydric soils are located. The upland and lowland seed mix examples can be found in Appendix A.

Changes to plant species and their proportions in the mix may be necessary depending on seed availability at the time of planting. The diversity of species and quality of the mix will be maintained.

5 Vegetation Management and Monitoring

Vegetation will be managed to achieve the following objectives:

1. Establish native vegetation cover as prescribed in the selected pollinator seed mixes.
2. Maintain complete vegetation cover while limiting noxious and invasive species.
3. Encourage the growth of flowering species to provide continuous forage and habitat for pollinators.

During the germination year, the site will be mowed to reduce competition and control weed growth. Additional mowing may be required to prevent annual and biennial weeds from setting seed. Vegetation will be mowed to a height of 8" and clippings will be mulched in place. During the establishment period, which spans 2 to 5 years after seeding, mowing should occur 2 to 3 times per year subject to the recommendations of the environmental specialist. Following the

establishment period, the site will be mowed as needed for weed and invasive species control and to intermittently remove biomass. A suggested timeline for vegetation management is provided in Section 7.

The following objectives will be achieved through vegetation monitoring:

1. Document the presence of targeted native species.
2. Document the presence of noxious and invasive species.
3. Provide recommendations for appropriate corrective actions to promote and maintain the planned vegetative cover and limit noxious and invasive species.

Specific maintenance activities and timelines will depend on observations during seasonal site inspections to determine vegetation growth progress and whether undesirable species are present. Following a fall seeding, these inspections would begin in late April to mid-June. Following a spring seeding, inspections should begin by mid-May.

Vegetation Management Reports (VMR) will be completed during each site visit to record the amount of vegetation cover, vegetation height, and presence of noxious and invasive species and targeted native species. Recommended next steps will be noted, and management plans will remain flexible to reflect changes in vegetation and noxious and invasive species pressure.

6 Invasive and Weed Species Management

In addition to the removal of invasive species, plant species will be suppressed if they are likely to either outcompete the native species planted or grow to a height that would potentially shade the solar panels. Noting noxious and invasive species through well-timed site inspections and proactively controlling these species during the establishment phase is critical for the long-term success of native vegetation establishment. Control of noxious and invasive species may include spot-spraying, spot-mowing, hand weeding, wicking, or other methods selected by the environmental specialist and depending on the target species and time of year.

If necessary, the following herbicides may be used for spot-treatment: glyphosate, triclopyr, clopyralid, or aminopyralid. Glyphosate is a non-selective systemic herbicide used to treat broadleaf weeds, grasses, and woody plants, and triclopyr is a selective systemic herbicide used to control woody and herbaceous broadleaf species. Clopyralid and aminopyralid are selective herbicides used to target broadleaf weeds, especially clover and thistle. Herbicide contact with native species will be limited and herbicides will not be used when wind speeds exceed 10 mph to prevent drift.

Other herbicides may be utilized based on the target species observed and identified for management. Environmental specialists will identify actual herbicide prescriptions based on observations during site inspections. The site will be inspected at least twice a year – once from

late April to mid-May, and again in mid-June. Site inspections may be needed at other times, depending on the life cycle of the species targeted for removal. Spot-mowing and removal of invasive species and other weeds will be completed as needed. If biomass removal is needed, the site can be mowed every three years using a flail mower. After the initial 5-year establishment period, the site should not be mowed more than once per year.

7 Vegetation Management Timeline

Year 0		
Seedbed Preparation	Herbicide application, soil bed preparation	Sep-Oct
Seeding	Site may be seeded with a temporary cover crop (see Section 3), followed by seeding with pollinator mix.	November
Years 1-3		
Site Inspections	Three site inspections to monitor vegetation and complete VMR. Plans will be made for any necessary reseeding, erosion mitigation, or weed/invasive species management. Site inspection may take place at the same time as management visit.	Late April to early May, mid-June, and late July
1 st Mow	Site mowed to 8" vegetation height. Spot-treat weed/invasive species as needed. Timing of mowing is dependent on plant phenology and weed/invasive species pressure, which will be evaluated during site inspections. Herbicide treatment types will depend on the target species observed during site inspection.	Late June to early July
2 nd Mow	Site mowed to 8" height. Spot-treatment of weed/invasive species as needed. Timing of mowing is dependent on observations during site assessments.	Late July to early August
Year 4		
Site Inspection	Vegetation will be monitored and VMR will be completed.	Late April to early May & mid-June
Spot treatment of invasives/weeds	Herbicide treatment types will depend on the target species observed during site inspections.	Variable
Dormant Mow	Mulch biomass by mowing in the spring to reduce competition and encourage native plant growth.	Spring
Years 5-25		
Site Inspection	Two annual visits to monitor vegetation in the spring and early summer. Spot-mowing or weed/invasive species removal will be completed as needed based on site inspections. If biomass removal is needed, sites can be mowed every three years using a flail mower. Site should	Late April to early May & mid-June

	not be mowed more than once per year, and mowing should occur from Mar-Apr 15 th or Sept-Oct to avoid disturbing nesting birds. Rotating halves or thirds of the site while mowing will increase plant diversity and structure and provide adjacent refuge for wildlife.	
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8 References

Siegner, K., Wentzell, S., Urrutia, M., Mann, W., & Kennan, H. (2019) Maximizing land use benefits from utility scale solar: A cost benefit analysis of pollinator-friendly solar in Minnesota. *Yale Center for Business and the Environment*. <https://cbey.yale.edu/research/maximizing-land-use-benefits-from-utility-scale-solar>.

Walston, L. et al. (2018) Examining the potential for agricultural benefits from pollinator habitat at solar facilities in the United States. *Environmental Science & Technology* 52 (13), 7566-7576. <https://doi.org/10.1021/acs.est.8b00020>.

Walston, L. et al. (2020) Modeling the ecosystem services of native vegetation management practices at solar energy facilities in Midwestern United States. *Ecosystem Services* (47), 101227. <https://doi.org/10.1016/j.ecoser.2020.101227>.

9 Appendix A – Pollinator Seed Mixes

Upland Mix

Scientific Name	Common Name	% of Mix	Seeds/ft ²
Grasses			
Sideoats Grama	Bouteloua curtipendula	27.27%	6.61
Blue Grama	Bouteloua gracilis	7.27%	11.75
Plains Oval Sedge	Carex brevior	2.55%	2.98
June Grass	Koeleria macrantha	1.82%	14.69
Little Bluestem	Schizachyrium scoparium	33.45%	20.28
Prairie Dropseed	Sporobolus heterolepis	0.36%	0.24
Forbs			
Common Yarrow	Achillea millefolium	0.36%	2.62
Anise Hyssop	Agastache foeniculum	0.09%	0.33
Prairie Onion	Allium stellatum	0.73%	0.32
Lead Plant	Amorpha canescens	1.36%	0.88
Wild Columbine	Aquilegia canadensis	0.18%	0.28
Common Milkweed	Asclepias syriaca	0.36%	0.06
Butterfly Milkweed	Asclepias tuberosa	0.91%	0.16
	Symphotrichum		
Sky Blue Aster	oolentangiense	0.18%	0.59
Upland White Goldenrod	Solidago ptarmicoides	0.73%	1.88
Partridge Pea	Chamaecrista fasciculata	2.73%	0.30
Lanceleaf Coreopsis	Coreopsis lanceolata	1.09%	0.88
White Prairie Clover	Dalea candida	4.55%	3.49
Purple Prairie Clover	Dalea purpurea	5.82%	4.23
Rough Blazing Star	Liatris aspera	0.27%	0.18
Spotted Bee Balm	Monarda punctata	0.18%	0.66
Large-flowered Beardtongue	Penstemon grandiflorus	0.73%	0.41
Prairie Wild Rose	Rosa arkansana	0.09%	0.01
Black-eyed Susan	Rudbeckia hirta	2.09%	7.77
Gray Goldenrod	Solidago nemoralis	0.09%	1.10
Ohio Spiderwort	Tradescantia ohiensis	0.45%	0.15
Hoary Vervain	Verbena stricta	1.73%	1.95
Heartleaf Alexanders	Zizia aptera	0.36%	0.18
Golden Alexanders	Zizia aurea	2.18%	0.97

Seeding Rate: 11 lbs/acre (85.9 seeds/square foot)

Lowland Mix

Scientific Name	Common Name	% of Mix	Seeds/ft ²
Grasses			
Carex scoparia	Pointed-broom Sedge	1.40%	2.81
Carex stipata	Common Fox Sedge	6.85%	5.56
Carex vulpinoidea	Brown Fox Sedge	4.65%	11.1
Juncus dudleyi	Dudley's Rush	0.15%	11.46
Juncus effusus	Common Rush	0.40%	9.55
Elymus virginicus	Virginia Wild Rye	55.60%	5.58
Poa palustris	Fowl Bluegrass	9.00%	27.93
Forbs			
Anemone canadensis	Canada Anemone	3.65%	0.7
Symphyotrichum novae-angliae	New England Aster	1.30%	2.05
Verbena hastata	Blue Vervain	0.90%	2
Lobelia siphilitica	Great Blue Lobelia	0.35%	4.18
Lycopus americanus	Water Horehound	0.45%	1.4
Lythrum alatum	Winged Loosestrife	0.01%	0.72
Mimulus ringens	Monkey Flower	0.10%	5.49
Alisma subcordatum	Water Plantain	1.95%	2.79
Pycnanthemum virginianum	Virginia Mountain Mint	0.65%	3.41
Tradescantia ohiensis	Ohio Spiderwort	7.29%	1.39
Zizia aurea	Golden Alexanders	5.30%	1.39
Seeding rate: 99.50 seeds/ft²			

FORGESOLAR GLARE ANALYSIS

Project: Germantown Solar

Germantown Solar is a proposed 6 MWac solar photovoltaic facility located on approximately 30 acres of agricultural land in the Village of Germantown, Washington County, Wisconsin. Some light grading and clearing may take place but there will be little change to the quantity of impervious surface.

Site configuration: **Germantown Solar**

Created 26 Jul, 2024

Updated 26 Jul, 2024

Time-step 1 minute

Timezone offset UTC-8

Minimum sun altitude 0.0 deg

DNI peaks at 1,000.0 W/m²

Category 1 MW to 5 MW

Site ID 125282.21473

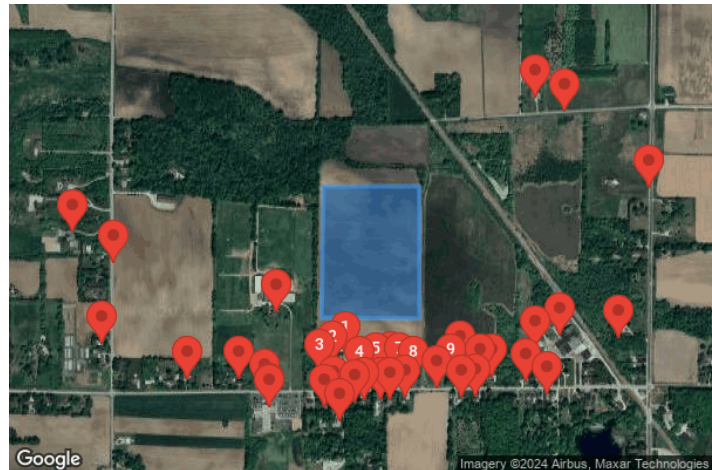
Ocular transmission coefficient 0.5

Pupil diameter 0.002 m

Eye focal length 0.017 m

Sun subtended angle 9.3 mrad

PV analysis methodology V2



Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
Germantown Solar	SA tracking	SA tracking	0	0.0	0	0.0	-

Total glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0
OP 21	0	0.0	0	0.0
OP 22	0	0.0	0	0.0
OP 23	0	0.0	0	0.0
OP 24	0	0.0	0	0.0
OP 25	0	0.0	0	0.0
OP 26	0	0.0	0	0.0
OP 27	0	0.0	0	0.0
OP 28	0	0.0	0	0.0
OP 29	0	0.0	0	0.0
OP 30	0	0.0	0	0.0
OP 31	0	0.0	0	0.0
OP 32	0	0.0	0	0.0
OP 33	0	0.0	0	0.0
OP 34	0	0.0	0	0.0
OP 35	0	0.0	0	0.0
OP 36	0	0.0	0	0.0
OP 37	0	0.0	0	0.0
OP 38	0	0.0	0	0.0
OP 39	0	0.0	0	0.0
OP 40	0	0.0	0	0.0

Component Data

PV Arrays

Name: Germantown Solar
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0°
Max tracking angle: 52.0°
Resting angle: 52.0°
Ground Coverage Ratio: 0.32
Rated power: -
Panel material: Light textured glass with AR coating
Reflectivity: Vary with sun
Slope error: correlate with material



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	43.259323	-88.135360	938.13	8.00	946.13
2	43.259307	-88.131770	920.33	8.00	928.33
3	43.262839	-88.131772	889.80	8.00	897.80
4	43.262825	-88.135300	896.85	8.00	904.85

Discrete Observation Point Receptors

Name	ID	Latitude (°)	Longitude (°)	Elevation (ft)	Height (ft)
OP 1	1	43.258322	-88.134489	947.43	15.00
OP 2	2	43.258093	-88.134955	948.25	15.00
OP 3	3	43.257851	-88.135401	950.57	15.00
OP 4	4	43.257671	-88.133952	936.29	15.00
OP 5	5	43.257781	-88.133368	936.88	15.00
OP 6	6	43.257813	-88.132812	933.23	15.00
OP 7	7	43.257759	-88.132501	929.45	15.00
OP 8	8	43.257688	-88.131976	921.31	15.00
OP 9	9	43.257747	-88.130608	921.52	15.00
OP 10	10	43.258071	-88.130259	924.90	15.00
OP 11	11	43.257738	-88.129537	918.82	15.00
OP 12	12	43.257746	-88.129107	918.85	15.00
OP 13	13	43.257214	-88.129708	916.68	15.00
OP 14	14	43.257168	-88.130234	919.62	15.00
OP 15	15	43.257175	-88.132294	919.57	15.00
OP 16	16	43.257113	-88.132841	928.08	15.00
OP 17	17	43.257121	-88.133174	931.27	15.00
OP 18	18	43.257097	-88.133764	932.01	15.00
OP 19	19	43.257043	-88.134107	932.93	15.00
OP 20	20	43.257128	-88.134890	937.90	15.00
OP 21	21	43.256535	-88.134690	934.47	15.00
OP 22	22	43.256922	-88.135243	934.16	15.00
OP 23	23	43.256957	-88.137238	939.52	15.00
OP 24	24	43.256934	-88.137243	939.39	15.00
OP 25	25	43.257671	-88.138374	950.57	15.00
OP 26	26	43.257627	-88.127843	911.35	15.00
OP 27	27	43.257260	-88.127092	912.77	15.00
OP 28	28	43.258495	-88.127510	902.10	15.00
OP 29	29	43.258823	-88.126609	894.71	15.00
OP 30	30	43.258770	-88.124465	891.87	15.00
OP 31	31	43.259441	-88.137021	954.22	15.00
OP 32	32	43.257346	-88.137440	941.28	10.00
OP 33	33	43.257420	-88.131124	914.31	10.00
OP 34	34	43.260781	-88.142954	943.58	10.00
OP 35	35	43.262781	-88.123363	892.90	10.00
OP 36	36	43.264813	-88.126432	890.04	10.00
OP 37	37	43.257681	-88.140282	953.94	10.00
OP 38	38	43.258603	-88.143394	956.23	10.00
OP 39	39	43.261572	-88.144467	942.80	10.00
OP 40	40	43.265182	-88.127536	896.64	10.00

Glare Analysis Results

Summary of Results No glare predicted

PV Array	Tilt °	Orient °	Annual Green Glare		Annual Yellow Glare		Energy kWh
			min	hr	min	hr	
Germantown Solar	SA tracking	SA tracking	0	0.0	0	0.0	-

Total glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0
OP 21	0	0.0	0	0.0
OP 22	0	0.0	0	0.0
OP 23	0	0.0	0	0.0
OP 24	0	0.0	0	0.0
OP 25	0	0.0	0	0.0
OP 26	0	0.0	0	0.0
OP 27	0	0.0	0	0.0
OP 28	0	0.0	0	0.0
OP 29	0	0.0	0	0.0
OP 30	0	0.0	0	0.0
OP 31	0	0.0	0	0.0

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
OP 32	0	0.0	0	0.0
OP 33	0	0.0	0	0.0
OP 34	0	0.0	0	0.0
OP 35	0	0.0	0	0.0
OP 36	0	0.0	0	0.0
OP 37	0	0.0	0	0.0
OP 38	0	0.0	0	0.0
OP 39	0	0.0	0	0.0
OP 40	0	0.0	0	0.0

PV: Germantown Solar no glare found

Receptor results ordered by category of glare

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0
OP 21	0	0.0	0	0.0
OP 22	0	0.0	0	0.0
OP 23	0	0.0	0	0.0
OP 24	0	0.0	0	0.0
OP 25	0	0.0	0	0.0
OP 26	0	0.0	0	0.0
OP 27	0	0.0	0	0.0
OP 28	0	0.0	0	0.0
OP 29	0	0.0	0	0.0
OP 30	0	0.0	0	0.0
OP 31	0	0.0	0	0.0
OP 32	0	0.0	0	0.0
OP 33	0	0.0	0	0.0
OP 34	0	0.0	0	0.0
OP 35	0	0.0	0	0.0
OP 36	0	0.0	0	0.0
OP 37	0	0.0	0	0.0

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
OP 38	0	0.0	0	0.0
OP 39	0	0.0	0	0.0
OP 40	0	0.0	0	0.0

Germantown Solar and OP 1

No glare found

Germantown Solar and OP 2

No glare found

Germantown Solar and OP 3

No glare found

Germantown Solar and OP 4

No glare found

Germantown Solar and OP 5

No glare found

Germantown Solar and OP 6

No glare found

Germantown Solar and OP 7

No glare found

Germantown Solar and OP 8

No glare found

Germantown Solar and OP 9

No glare found

Germantown Solar and OP 10

No glare found

Germantown Solar and OP 11

No glare found

Germantown Solar and OP 12

No glare found

Germantown Solar and OP 13

No glare found

Germantown Solar and OP 14

No glare found

Germantown Solar and OP 15

No glare found

Germantown Solar and OP 16

No glare found

Germantown Solar and OP 17

No glare found

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No glare found

Germantown Solar and OP 19

No glare found

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No glare found

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Germantown Solar and OP 24

No glare found

Germantown Solar and OP 25

No glare found

Germantown Solar and OP 26

No glare found

Germantown Solar and OP 27

No glare found

Germantown Solar and OP 28

No glare found

Germantown Solar and OP 29

No glare found

Germantown Solar and OP 30

No glare found

Germantown Solar and OP 31

No glare found

Germantown Solar and OP 32

No glare found

Germantown Solar and OP 33

No glare found

Germantown Solar and OP 34

No glare found

Germantown Solar and OP 35

No glare found

Germantown Solar and OP 36

No glare found

Germantown Solar and OP 37

No glare found

Germantown Solar and OP 38

No glare found

Germantown Solar and OP 39

No glare found

Germantown Solar and OP 40

No glare found

Assumptions

"Green" glare is glare with low potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.

"Yellow" glare is glare with potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.

Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.

The algorithm does not rigorously represent the detailed geometry of a system; detailed features such as gaps between modules, variable height of the PV array, and support structures may impact actual glare results. However, we have validated our models against several systems, including a PV array causing glare to the air-traffic control tower at Manchester-Boston Regional Airport and several sites in Albuquerque, and the tool accurately predicted the occurrence and intensity of glare at different times and days of the year.

Several V1 calculations utilize the PV array centroid, rather than the actual glare spot location, due to algorithm limitations. This may affect results for large PV footprints. Additional analyses of array sub-sections can provide additional information on expected glare. This primarily affects V1 analyses of path receptors.

Random number computations are utilized by various steps of the annual hazard analysis algorithm. Predicted minutes of glare can vary between runs as a result. This limitation primarily affects analyses of Observation Point receptors, including ATCTs. Note that the SGHAT/ ForgeSolar methodology has always relied on an analytical, qualitative approach to accurately determine the overall hazard (i.e. green vs. yellow) of expected glare on an annual basis.

The analysis does not automatically consider obstacles (either man-made or natural) between the observation points and the prescribed solar installation that may obstruct observed glare, such as trees, hills, buildings, etc.

The subtended source angle (glare spot size) is constrained by the PV array footprint size. Partitioning large arrays into smaller sections will reduce the maximum potential subtended angle, potentially impacting results if actual glare spots are larger than the sub-array size. Additional analyses of the combined area of adjacent sub-arrays can provide more information on potential glare hazards. (See previous point on related limitations.)

The variable direct normal irradiance (DNI) feature (if selected) scales the user-prescribed peak DNI using a typical clear-day irradiance profile. This profile has a lower DNI in the mornings and evenings and a maximum at solar noon. The scaling uses a clear-day irradiance profile based on a normalized time relative to sunrise, solar noon, and sunset, which are prescribed by a sun-position algorithm and the latitude and longitude obtained from Google maps. The actual DNI on any given day can be affected by cloud cover, atmospheric attenuation, and other environmental factors.

The ocular hazard predicted by the tool depends on a number of environmental, optical, and human factors, which can be uncertain. We provide input fields and typical ranges of values for these factors so that the user can vary these parameters to see if they have an impact on the results. The speed of SGHAT allows expedited sensitivity and parametric analyses.

The system output calculation is a DNI-based approximation that assumes clear, sunny skies year-round. It should not be used in place of more rigorous modeling methods.

Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid based on aggregated research data. Actual ocular impact outcomes encompass a continuous, not discrete, spectrum.

Glare locations displayed on receptor plots are approximate. Actual glare-spot locations may differ.

Refer to the Help page at www.forgesolar.com/help/ for assumptions and limitations not listed here.

Default glare analysis parameters and observer eye characteristics (for reference only):

- Analysis time interval: 1 minute
- Ocular transmission coefficient: 0.5
- Pupil diameter: 0.002 meters
- Eye focal length: 0.017 meters
- Sun subtended angle: 9.3 milliradians

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OneEnergy Renewables

Germantown Solar Project

Solar Generating Facility Decommissioning Plan

1. Introduction

The Decommissioning Plan provides an overview of activities that will occur during the decommissioning phase of the Germantown Solar Project, the “Project,” including activities related to the restoration of land and management of materials and waste.

The Project has an estimated useful lifetime of 40 years. This Decommissioning Plan assumes at the point it is no longer economical or prudent to continue operating, the Project will be dismantled, and the site restored to a state similar to its pre-construction condition.

Decommissioning activities include but are not limited to, disconnecting the Solar Facility from the electrical grid and removal of all components, including:

- Photovoltaic (PV) modules, panel racking, and supports
- Inverter units, transformers, and other electrical equipment
- Wiring cables, communications, and perimeter fence
- Concrete pads

The Decommissioning Plan is based on current best management practices and procedures. This Plan may be subject to revision based on new standards and best management practices at the time of decommissioning. Permits will be obtained as required and notification will be given to stakeholders prior to decommissioning.

Project Information

Address: To be assigned

County: Washington, Wisconsin

AHJ: Village of Germantown

Project Size: 6 MWac



2. Decommissioning Process

At the time of decommissioning, the installed components will be removed, reused, disposed, and recycled where possible. The site will be restored to a state similar to its pre-construction condition. All removal of equipment will be done in accordance with any applicable regulations and manufacturer recommendations. All applicable permits will be acquired before decommissioning activities begin.

Equipment Dismantling and Removal

Generally, the decommissioning of a Solar Project proceeds in the reverse order of the installation.

1. The Project will be disconnected from the utility power grid.
2. PV modules will be disconnected, collected, and disposed at an approved solar module recycler or reused/resold on the market. Although the PV modules will not be cutting edge technology at the time of decommissioning, they are expected to produce approximately 80% of the original electricity output at year 40 and offer value for many years.
3. All aboveground and underground electrical interconnection and distribution cables will be removed and disposed off-site at an approved facility.
4. Galvanized steel PV module support and racking system support posts will be removed and disposed off-site at an approved facility.
5. Electrical and electronic devices, including transformers and inverters will be removed and disposed off-site at an approved facility.
6. Concrete pads will be removed and disposed off-site at an approved facility.
7. Fencing will be removed and disposed off-site at an approved facility.

Environmental Effects

Decommissioning activities, particularly the removal of project components, could result in environmental effects similar to construction such as ground disturbance (erosion/sedimentation). Mitigation measures employed during the construction phase of the Project will be implemented. These will remain in place to mitigate erosion and silt/sediment runoff and prevent any impact to the natural features located adjacent to the site.

Road traffic will temporarily increase due to the movement of decommissioning crews and equipment. Work will be undertaken during daylight hours to conform to any applicable restrictions.

Site Restoration

Upon completion of the decommissioning phase, the site will be restored to a state similar to its pre-construction condition. Rehabilitated lands may be seeded with native seed mixes to help stabilize soil conditions, enhance soil structure, and increase soil fertility.

Managing Materials and Waste

During the decommissioning phase, a variety of excess materials and wastes (listed in the table below) will be generated. Most of the materials used in a Solar Project are reusable or recyclable and some equipment may have manufacturer take-back and recycling requirements. Any remaining materials will be removed and disposed of off site at an appropriate facility. Policies and procedures will be established to maximize recycling and reuse and project owners will work with manufacturers, local subcontractors, and waste firms to segregate material to be disposed of, recycled, or reused.

Solar module manufacturers are looking for ways to recycle and/or reuse solar modules when they have reached the end of their lifespan. OneEnergy works with The Retrofit Companies, Inc. (TRC) in Minnesota to recycle panels that are damaged during shipping or installation and intends to partner with TRC or another similar panel recycler to recycle any panels that require disposal in the future. Modules will be disposed in the best way possible using best management practices at the time of decommissioning.

Material / Waste	Means of Managing Excess Materials and Waste
PV Panels	If there is no possibility for reuse, the panels will either be returned to the manufacturer for appropriate disposal or will be transported to a recycling facility where the glass, metal, and semiconductor materials will be separated and recycled.
Mounting racks and supports	These steel and other metal materials will be disposed off-site at an approved facility
Transformer	The small amount of oil from the transformer will be removed on-site to reduce the potential for spills and will be transported to an approved facility for disposal. The transformers will be sent back to the manufacturer, recycled, reused, or safely disposed off-site in accordance with current standards of the day.
Inverters	The metal components of the inverters will be disposed of or recycled, where possible. Remaining components will be disposed of in accordance with the standards of the day.

Concrete Pad	Concrete pads will be broken down and transported by a certified and licensed contractor to a recycling or approved disposal facility.
Cables and Wiring	All electrical wiring will be disconnected and disposed of at an approved facility, associated electronic equipment (isolation switches, fuses, metering) will either be returned to the manufacturer for recycling or disposed off-site in accordance with current standards and best practices.
Fencing	Fencing will be removed and recycled at a metal recycling facility.
Debris	Any remaining debris on the site will be separated into recyclables/residual wastes and will be transported from the site and managed as appropriate.

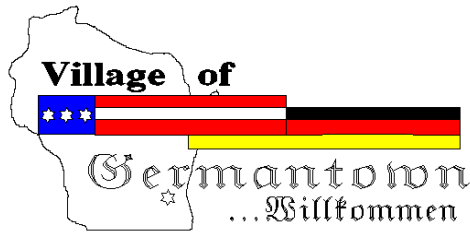
Decommissioning Notification

Decommissioning activities will require the notification of stakeholders given the nature of the works at the site. Twelve months prior to the start of decommissioning activities the list of stakeholders will be updated and notified. Federal, county, and local authorities will be notified as needed to discuss the potential approvals required to engage in decommissioning activities.

Approvals

Well-planned and well-managed renewable energy facilities are not expected to pose environmental risks at the time of decommissioning. Decommissioning of the Project will follow all standards of the day. Any required permits will be obtained prior to the start of any decommissioning activities.

This Decommissioning Report will be updated as necessary in the future to ensure that changes in technology and site restoration methods are taken into consideration.



Engineering Department Memorandum

To: Jeff W. Retzlaff, AICP, Community Development Director

From: Kevin R. Driscoll, PE, Village Engineer

Date: September 25, 2024

Re: Site Plan Review – Solar GTNV_092979, GTNV_092994, GTNV_091986, GTNV_091987

Items Reviewed:

1. Site Plan Review Application Dated: 9/13/2024

General Comments:

1. Please respond to each item below. **A written response addressing each item shall be included in your submittal.**
2. The submitted plans have been reviewed for general conformance with State and Village design guidelines identified in the Village Code of Ordinances, Section 17.43. Additional comments could arise as a result of the plan completion and modifications. The items listed below will need to be fully resolved before the Engineering Dept. can recommend a formal approval of the plans and permit for construction.
3. This project will require a WRAPP/NOI from the DNR. Please submit a copy of the approved permit prior to final approval.
4. As-builts prepared to Village standards shall be prepared and provided to the Village post-construction (for all applicable items).
5. A professional engineer's original seal is to be affixed, signed and dated on the final set of construction plans.
6. Permits for work within the ROW are required. Contact the Village Engineering Department to obtain a driveway permit and permit for excavation in the right of way.
7. As a guide to the review response: Items in *italics* are resolved or acknowledged, items in regular font are to be addressed yet, items in **Bold** are additional feedback to remaining original comment.

Storm Water Management

1. Sheet D-100 – Identify area of disturbance. Identify area of new impervious surface.
2. Provide storm water management plan, as identified in your site plan application addendum (page 7).
3. Provide a wetland delineation, or copies of any approved wetland exemptions.
4. Provide grading plan that avoids impacts to the floodplain. Clarify note "C.Flood Note" Note references falling into Zone X. Zone AE identified on mapped area.
5. Provide erosion control plan.

Road Plan

1. Complete a driveway permit and permit for excavation in the right of way.
2. Identify depth of proposed point of interconnection.
3. Provide plan at scale of 1:30 as listed in the attached checklist and per Village Code of Ordinance Section 17.43 (3).

To: Kevin Driscoll, Village Engineer

CC: Jeff Retzlaff Village Planner

From: Bob Beilfuss, PLS

Date: September 14, 2024

Re: Germantown Solar CSM

Kevin,

Here are my review comments for the CSM received from Anderson-Klosett/ Greenhills Contracting.

Kevin and Jeff,

Here are my review comments for the CSM received 9/13/2024.

Certified Survey Map

Applicant or Owner: Greenhills Contracting, Inc.

Land Surveyor/Firm: Mike Ratzburg, PLS – RA Smith

1. The Village Clerks name is Donna Ott. Please correct the Village Board approval certificate accordingly. Page 7 of 7.
2. The secretary of the Planning Commission is Deborah J. Remich. Please correct the Village Planning Commission approval certificate accordingly. Page 7 of 7.
3. In the Village Board Approval certificate on page 7 of 7, there are references to "the dedication of that part of Meeker Hills Lane and State Trunk Highway 175 for public road purposes". These two roads are not located in this Section and do not adjoin these properties. The road dedication should be for Rockfield Road.
4. Were there any wetlands located along the North Branch of the Menomonee River? The DNR Wetland Viewer does show wetlands along the North Branch and should be delineated, mapped and added to the CSM. The wetland setback should also be included and dimensioned. The wetlands should be dimensionally tied to both boundary lines on Lot 1 in a north-south direction from where those lines intersect the exterior boundary.
5. There were no professional seals and signatures of the professional land surveyor affixed to any of the 7 sheets of the document.

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 and signature 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 2023 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



Community Development Department
Jordan Yanke, Associate Planner
N112 W17001 Mequon Road P.O. Box 337
Germantown, WI 53022-0337
(262) 250-4734
www.germantownwi.gov

OCTOBER 2024

NEIGHBORHOOD NOTICE

You are receiving this notice because our records indicate that you are the owner and/or occupant of property located in the vicinity of a proposed solar farm located at approximately N132W18100 Rockfield Road (GTNV_091986/091987/092979/092994).

As shown on the included site plan, One Energy is proposing to construct a solar farm of approximately 30 acres in size on subject property to the north of Rockfield Road, west of Division Road.

One Energy has submitted detailed plans for the project, which include the solar farm, access drive, and fencing, among other details. Those plans will be reviewed and considered for approval by the Village Plan Commission at their October 14TH meeting @ 6:30pm at Village Hall. At that time, the proposal will be formally presented by Village staff, discussed with One Energy and their consultants, and a decision will be made to either approve or deny the proposal (approval with certain stipulations or other requirements is also a possibility based on the discussion).

Also, this proposal does not require a formal public hearing. However, at the discretion of the Plan Commission Chairman, public comments may be received as part of the Plan Commission discussion. Given the proposed implementation of the solar farm and its size, the Village wants you to know what is being proposed and how it may impact your neighborhood.

You are not required to do anything nor are you expected to attend any meetings. However, you are welcome to attend the October 14TH meeting to hear first-hand what is discussed and what action is taken.

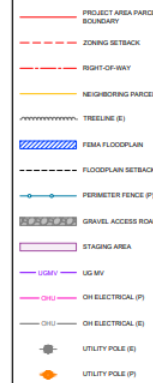
Comments from the public may be taken during the meeting (remember, it's not a mandatory public hearing), but you can provide written comments regarding the One Energy proposal by sending your comments via email to comments@germantownwi.gov before 4:00pm on the day of the meeting so they can be provided to Village staff and the Plan Commission for their consideration.

GERMANTOWN SOLAR

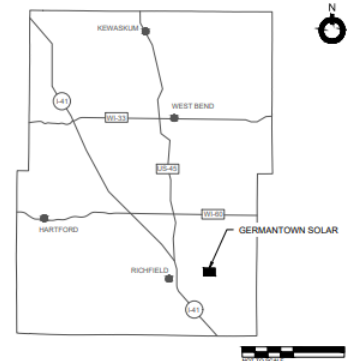
WASHINGTON COUNTY, WISCONSIN

SOLAR PV PROJECT
6.877 MWDC / 6.000 MWAC

LEGEND



WASHINGTON COUNTY MAP



PROJECT DETAILS

THIS PROJECT CONSISTS OF THE DESIGN AND INSTALLATION OF A 6.88 MWAC SOLAR PHOTOVOLTAIC SYSTEM. MODULES ARE TO BE MOUNTED IN A SINGLE AXIS TRACKERS, WHICH FOLLOW THE SUN FROM EAST TO WEST THROUGHOUT THE DAY.

SITE DETAILS

PARCEL ID: 032884, 032875, 031987, 031986
OWNER: WAYNE LUTYNSKI
ACREAGE: 54.25
EXISTING ZONE: A-1

LAND USE SUMMARY

TOTAL PARCEL AREA (ACRES): 54.25
TOTAL LEASED AREA (ACRES): TBD
TOTAL FENCED AREA (ACRES): 27.89
GRAVEL ACCESS ROAD (ACRES): 0.81
LAYDOWN AREA (ACRES): 0.59

DESIGN SUMMARY

MODULE POWER: 575 W
MODULE COUNT: 11980
ARRAY DC VOLTAGE: 1500 V
INVERTER SIZE: 250 MW / 250 KVA
INVERTER COUNT: 24
DC SIZE: 6.877 MWDC
AC SIZE: 6.000 MWAC
DC/AC RATIO: 1.146
GROUND COVER RATIO: 35.0 %
ASCE 7-16 GSL: 30 PSF
ASCE 7-16 WIND SPEED: 100 MPH

ADDITIONAL NOTES

- BASEMAP DEVELOPED FROM ALTA FIELD SURVEY
- PARCEL DATA TAKEN FROM ALTA FIELD SURVEY
- FEMA FLOOD HAZARD ZONE FROM GIS DATA



2003 Victorian Ave, Suite 225
Seattle, WA 98121
oneenergymaterials.com
206.522.7072

NOTES: 1. THIS PLAN SHALL BE USED FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. 2. THE DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. 3. THE DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. 4. THE DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

REV	DESCRIPTION	DATE	BY	CHKD	DATE
01	EPC RD SUBMITTAL	07/26/2024	A.	AK.	
02	DEVELOPMENT LAYOUT	08/23/2024	AKS	AK.	

PRELIMINARY
NOT FOR CONSTRUCTION

GERMANTOWN SOLAR
ONEENERGY RENEWABLES

43.20721° N, 88.13102° W
WASHINGTON COUNTY, WISCONSIN

SHEET TITLE:
DEVELOPMENT LAYOUT
SHEET NO:
D-100

Name	Address	City, State Zip	Tax Key	Site Address
1 SADDLE UP LLC	1975 WISCONSIN AVE	GRAFTON, WI 53024	GTNV_092981, 043980, 043998	Site Address:N132W18350 ROCKFIELD RD
2 MILWAUKEE METROPOLITAN SEWERAGE DIS	260 W SEEBOOTH ST	MILWAUKEE, WI 53204-1440	GTNV_091985, 091988, 091983	Site Address:N136W17795 BONNIWELL RD
3 WIS & SOUTHERN RAILROAD LLC	315 W 3RD ST	PITTSBURG, KS 66762	GTNV_044999, 094999	Site Address:BONNIWELL RD
4 LDF HOLDINGS LLC	3471 CTY HWY NN	WEST BEND, WI 53095	GTNV_092997	Site Address:N132W18286 ROCKFIELD RD
5 JOEL PIPKORN	921 BELL AVE	SHEBOYGAN, WI 53083	GTNV_091980	Site Address:N132W17558 ROCKFIELD RD
6 LEROY RUTTINGER LIVING TRUST	9538 N SUNDUNE DR	SUN LAKE, AZ 85248	T5_0255034, 0255033, 0255036, 02	Site Address:WOODLAND AVE
7 GERMANTOWN SCHOOL	N104W13840 DONGES BAY RD	GERMANTOWN, WI 53022	T5_025500A	Site Address:N132W18473 ROCKFIELD RD
8 RICHARD STEPHAN LIVING TRUST	N121W20344 NEULAND DR	RICHFIELD, WI 53076	GTNV_092974	Site Address:MAPLE RD
9 THOMAS HAPKA	N128W17714 HOLY HILL RD	GERMANTOWN, WI 53022	T5_0280	Site Address:ROCKFIELD RD
10 MARY PROST	N128W19734 HOLY HILL RD	RICHFIELD, WI 53076	GTNV_043999	Site Address:BONNIWELL RD
11 MARLENE KASTEN	N128W19734 HOLY HILL RD	RICHFIELD, WI 53076	GTNV_044997	Site Address:N136W17798 BONNIWELL RD
12 JOHN KOELLER	N131W18155 WOODLAND AVE	RICHFIELD, WI 53076	T5_025500B, 0255029, 0255025	Site Address:
13 GARY ZARTNER	N131W18279 WOODLAND AVE	GERMANTOWN, WI 53022	T5_0255019, 0255021, 0255020	Site Address:WOODLAND AVE
14 ANDREW KLUMB	N132W17573 ROCKFIELD RD	RICHFIELD, WI 53076	GTNV_094008	Site Address:N132W17573 ROCKFIELD RD
15 GERALD KISER	N132W17655 ROCKFIELD RD	GERMANTOWN, WI 53022	GTNV_094981	Site Address:N132W17655 ROCKFIELD RD
16 LARA SOLTIS	N132W17668 ROCKFIELD RD	GERMANTOWN, WI 53022	T5_023500D	Site Address:N132W17668 ROCKFIELD RD
17 JAMES KLEINMANN	N132W17684 ROCKFIELD RD	GERMANTOWN, WI 53022	GTNV_091004	Site Address:N132W17684 ROCKFIELD RD
18 CRAIG JOHNSON	N132W17711 ROCKFIELD RD	GERMANTOWN, WI 53022	T5_028000A	Site Address:N132W17711 ROCKFIELD RD
19 TODD HETZEL	N132W17857 ROCKFIELD RD	GERMANTOWN, WI 53022	GTNV_094982, T5_028000B	Site Address:N132W17857 ROCKFIELD RD
20 KRISTINE CRAMER	N132W17858 ROCKFIELD RD	GERMANTOWN, WI 53022	T5_023500C	Site Address:N132W17858 ROCKFIELD RD
21 SUSAN HOLMES	N132W18002 ROCKFIELD RD	GERMANTOWN, WI 53022	GTNV_091003	Site Address:N132W18002 ROCKFIELD RD
22 RYAN TURDO	N132W18005 ROCKFIELD RD	RICHFIELD, WI 53076	T5_028100B	Site Address:N132W18005 ROCKFIELD RD
23 ANGELA LAFOUNTAIN	N132W18021 ROCKFIELD RD	GERMANTOWN, WI 53022	T5_028100A	Site Address:N132W18021 ROCKFIELD RD
24 HEIDI BENEDUM	N132W18065 ROCKFIELD RD	GERMANTOWN, WI 53022	T5_0255001	Site Address:N132W18065 ROCKFIELD RD
25 PATRICIA ATHERTON REVOCABLE LIV TRUST	N132W18066 ROCKFIELD RD	RICHFIELD, WI 53076	GTNV_091001	Site Address:N132W18066 ROCKFIELD RD
26 MICHAEL HUG	N132W18067 ROCKFIELD RD	GERMANTOWN, WI 53022	T5_0255002	Site Address:N132W18067 ROCKFIELD RD
27 KARL GRIFFITHS	N132W18136 ROCKFIELD RD	GERMANTOWN, WI 53022	GTNV_092999	Site Address:N132W18136 ROCKFIELD RD
28 KEVIN OLSON	N132W18153 ROCKFIELD RD	RICHFIELD, WI 53076	T5_0255009	Site Address:SCOTT LN
29 WENDY PRITZLAFF	N132W18172 ROCKFIELD RD	RICHFIELD, WI 53076	GTNV_092998	Site Address:N132W18172 ROCKFIELD RD
30 ANDERSON IRREVOCABLE TRUST	N132W18187 ROCKFIELD RD	RICHFIELD, WI 53076	T5_0255005, 0255007	Site Address:N132W18187 ROCKFIELD RD
31 ANTHONY WAGLER	N132W18201 ROCKFIELD RD	RICHFIELD, WI 53076	T5_0255013	Site Address:N132W18201 ROCKFIELD RD
32 MARK LUCKA	N132W18297 ROCKFIELD RD	GERMANTOWN, WI 53022	T5_0255015	Site Address:N132W18297 ROCKFIELD RD
33 COLLEEN BRUSHABER TRUST	N132W18312 ROCKFIELD RD	RICHFIELD, WI 53076	GTNV_092996, 092995	Site Address:N132W18312 ROCKFIELD RD
34 TIMOTHY TRAPP	N132W18335 ROCKFIELD RD	GERMANTOWN, WI 53022	T5_0255017, 0255018	Site Address:ROCKFIELD RD
35 TYLER KOWALCHUK	N132W18474 ROCKFIELD RD	GERMANTOWN, WI 53076	GTNV_092978	Site Address:N132W18474 ROCKFIELD RD
36 KENNETH KLUMB	N132W18560 ROCKFIELD RD	RICHFIELD, WI 53076	GTNV_092991	Site Address:N132W18560 ROCKFIELD RD
37 PHILIP BARBER	N136W17560 BONNIWELL RD	GERMANTOWN, WI 53022	GTNV_044991	Site Address:N136W17560 BONNIWELL RD
38 ANDREW KLUMB	N140W12553 CEDAR LN	GERMANTOWN, WI 53022	GTNV_094007	Site Address:ROCKFIELD RD
39 DIANE BRADEN	N140W17595 CEDAR LN	RICHFIELD, WI 53076	GTNV_044992	Site Address:BONNIWELL RD
40 JEFFREY STEPHAN LIVING TRUST	N140W18726 CEDAR LN	RICHFIELD, WI 53076	GTNV_043982, 043981	Site Address:ROCKFIELD RD
41 JAMES SIEBERS	N47W7880 PARKLAND RD	CEDARBURG, WI 53012	GTNV_091002	Site Address:N132W18040 ROCKFIELD RD
42 TROY WETTERAU LIV TR	W130N11414 EQUINE TRL	GERMANTOWN, WI 53022	T5_0281	Site Address:ROCKFIELD RD
43 KEVIN OLSON	W132N18153 ROCKFIELD RD	GERMANTOWN, WI 53022	T5_0255003	Site Address:N132W18153 ROCKFIELD RD
44 WAYNE LUTYNSKI	W167N11183 QUEENS CT	GERMANTOWN, WI 53022	GTNV_091986, 091987, 092979, 092	Site Address:ROCKFIELD RD
45 BRIAN STEPHAN LIVING TRUST	W182N13087 SCOTT LN	GERMANTOWN, WI 53022	T5_025500C	Site Address:W182N13087 SCOTT LN
46 RICHARD BIRA	W182N13151 SCOTT LN	GERMANTOWN, WI 53022	T5_0255024, 0255023	Site Address:W182N13151 SCOTT LN
47 DALE DHEIN	W188N13102 MAPLE RD	RICHFIELD, WI 53076	T5_0256	Site Address:W188N13102 MAPLE RD
48 DANIEL STEPHAN	W188N13488 MAPLE RD	RICHFIELD, WI 53076	GTNV_092973	Site Address:W188N13488 MAPLE RD
49 FRANK WIEDMEYER	W204N13164 GOLDENDALE RD	RICHFIELD, WI 53076	T5_023500A	Site Address:N132W17882 ROCKFIELD RD
50 SARA GLASZCZ	W640 SAYLESVILLE RD	RUBICON, WI 53078	T5_0255031	Site Address:W182N13117 SCOTT LN

PETITION
TO THE VILLAGE OF GERMANTOWN – PLAN COMMISSION

To the Village of Germantown, N112 W17001 Mequon Road
Germantown, WI 53022

WE, THE UNDERSIGNED, HEREBY PETITION the Village of Germantown Board to halt the OneEnergy Development, LLC Agent for Wayne Lutynski, Property Owner. Certified Survey Map (CSM) to combine parcels and Site Plan Review for a 30-acre Solar Energy Facility located at approximately N132W180100 Rockfield Road by the Village pursuant to authority vested in it by Chapter 33, Wisconsin Statutes.

WE STATE OR BELIEVE:

1. Industrial-scale solar power plants should not be placed on land already zoned for A-1 (agricultural) and RA (Rural area) use.
2. The land (forest, farmland, vegetation, soil) is forever destroyed.
3. Solar Projects should not be placed near wetlands, rivers, streams, tributaries to avoid immediate damage to water quality, and possible contamination-ecological disasters.
4. Solar power plants destroy wildlife habitats.
5. Solar power plants threaten preservation and should not destroy historic sites.
6. Solar power plants cause a decline in eco and historical tourism.
7. Solar power generation is very inefficient with looking at the amount of land “consumed”.
8. The bill for decommissioning Solar Projects will likely be passed on to taxpayers.
9. Solar Projects can undermine local residents’ property values.
10. The local community has clearly expressed concern and opposition to the OneEnergy Solar Project.

See attached CSM dated 10/7/2024.

SIGNATURE PAGES TO FOLLOW

(PRINT AS MANY AS NEEDED AND FILL IN THE PAGE # AT TOP RIGHT)

- | Signature of Signer | Name | Legal Address | Date | PAGE |
|-----------------------|---------------------|--|----------|------|
| 1. - Sandi Budiac | Sandi Budiac | 3349 S Shore Dr
Hukerhus WI | 11/11/24 | 1 |
| 2. - Leonard Budiac | LEONARD Budiac | 3349 South Shore Dr. | 11/11/24 | |
| 3. - Sarah Larson | Sarah Larson | W159N1737 Butternut Rd
Hukerhus WI 53033 | 11/11/24 | |
| 4. - Jan Miller | JAN MILLER | W151N10297 WINDSONG CR, WI | 11/11/24 | |
| 5. - Kathy Mannion | Kathy Mannion | N106W16212 Fieldstone Pass, G.T. | 11-11-24 | |
| 6. - Emma Wood | W148N13797 Maple Rd | ROCKFIELD, WI 53076 | 11-11-24 | |
| 7. - Cheryl Chykowski | Cheryl Chykowski | W188N13467 Maple Rd | | |
| 8. - Rita Fitzgerald | Rita Fitzgerald | W148N13247 Windsong
Rockfield WI 53076
German town | | |
| 9. - Elizabeth Barber | Elizabeth Barber | N136W17500 Bonniwell Rd.
German town, WI 53022 | | |
| 10. - Pat Tasker | Pat Tasker | N97W14904 Burg Bush Ct - G.T. | | |
| 11. - Zachary L Sowin | Zachary L SOWIN | W209N13524 Robinhood Dr | 11/11/24 | |
| 12. - | | | | |
| 13. - | | | | |
| 14. - | | | | |
| 15. - | | | | |

STATE OF WISCONSIN
COUNTY OF WASHINGTON

Affidavit of Petition

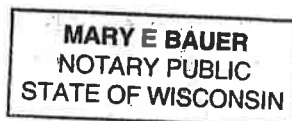
Circulator TRICK SCHLEIN

_____, being duly sworn, deposes and says that he or she is an owner of land within the boundaries of the proposed district; that to the best of his or her knowledge, all persons who have signed the foregoing petition are landowners within the boundaries of the proposed district and that the accompanying map and description indicates the territory to be included in the proposed district and that the petition has been signed by persons constituting 51 percent or more of the landowners within the proposed district.

Trick Schlein
Signature of Petition Circulator Trick Schlein PO Address
City N132W18350 ROCKFIELD RD.
GERMANTOWN, WI 53022

Subscribed and sworn to before me this 12 day of November, 2024.

Mary E. Bauer
Signature of Notary
My commission expires 9/20/2027



Signature of Signer Name Legal Address Date

PAGE

X2

1. - Lynne Schauer 10121 Parker 11/11/24
Bekray GT CT
2. -
3. - Maureen Fitzgerald W164N10253 11/11/24
Maureen Fitzgerald Rock Hill Ln
4. - PHILIP BARBER N136W17560 BONNIWELL RD
GERMANTOWN WI
5. -
6. -
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STATE OF WISCONSIN
COUNTY OF WASHINGTON

Affidavit of Petition

Circulator RICK SCHLEHLEIN

_____, being duly sworn, deposes and says that he or she is an owner of land within the boundaries of the proposed district; that to the best of his or her knowledge, all persons who have signed the foregoing petition are landowners within the boundaries of the proposed district and that the accompanying map and description indicates the territory to be included in the proposed district and that the petition has been signed by persons constituting 51 percent or more of the landowners within the proposed district.

Rick Schlelein Rick Schlelein
Signature of Petition Circulator PO Address
City N132W18350 ROCKFIELD ROAD
GERMANTOWN, WI 53022

Subscribed and sworn to before me this 12 day of November, 2024.

Mary E. Bauer
Signature of Notary
My commission expires 9/20/2027

MARY E BAUER
NOTARY PUBLIC
STATE OF WISCONSIN

PETITION
TO THE VILLAGE OF GERMANTOWN BOARD

To the Village of Germantown, N112 W17001 Mequon Road
Germantown, WI 53022

WE, THE UNDERSIGNED, HEREBY PETITION the Village of Germantown
Board to halt the construction of a solar panel facility in Rockfield, Village of Germantown, WI

WE STATE OR BELIEVE:

1. Industrial-scale solar power plants should not be placed on land already zoned for A-1 (agricultural) and RA (rural area) use.

The local planning commission and boards of supervisors should vote to reject industrial-scale solar power plants based on this reason alone.

2. The land (forest, farmland, vegetation, soil) is forever destroyed.

Despite current discussions regarding decommissioning, the reality is that this rural land will be lost forever. Industrial-scale solar projects are typically for 30-40 years.

Construction of an industrial-scale solar power plant requires removal of trees, brush and root balls prior to installation of the arrays, creating an ecological wasteland. Grading, pile driving, blasting, electric cable trenching and road construction will compact the soil, likely delaying agricultural use for years after the project's end.

Stripping and compaction removes topsoil, destroys healthy soil organisms and allows for invasion of exotic plants that choke out native species.

3. Solar projects should not be placed near wetlands, rivers, streams, tributaries to avoid immediate damage to water quality, and possible contamination-ecological disasters. Uncontrolled runoff of water and topsoil is a well-documented byproduct of industrial-scale solar site development. This massive increase in watershed sedimentation impacts all downstream rivers and estuaries. Water contamination doesn't stop with the end of construction. Removal of all trees and deep-rooted plants, along with inadequate stormwater controls lead to long-term runoff and water contamination issues. Local municipalities usually do not have adequate resources to monitor construction and stormwater violations and, even when properly monitored, site developers have no problem paying fines, and there is no effective check on environmental damage.

4. Solar power plants destroy wildlife habitat.

Perimeter fencing, often 6-feet high and topped with barbed wire, will restrict movement of wildlife in the area. Removal of vegetation will impact bird population and other wildlife.

5. Solar power plants threaten preservation and should not destroy historic sites.

Many rural areas are the last undeveloped sites that contain prehistoric and historic archaeological deposits. Industrial development of these sites results in the irreversible loss of our history. In the Virginia Piedmont, this includes evidence of Native American settlements, early American settlement, Revolutionary and Civil War encampments and battlefields. Industrial development of these sites results in the irreversible loss of our history

6. A decline in eco and historical tourism.

Destruction of rural landscapes and areas of historic interest result in the decline in eco and historical-tourism (or may prevent the development of these industries), reducing the prosperity of the local community.

7. Solar power generation is very inefficient when looking at the amount of land "consumed."

Solar power's inefficiency argues for proper siting on brownfields, industrial areas, and commercial and residential rooftops - not on open or forested, agricultural and rural land.

8. Undermining of local residents' property values.

Based on recent studies, the expected reduction in property value ranged from 5-25% depending on proximity.

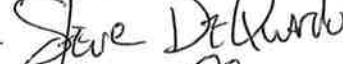
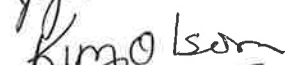
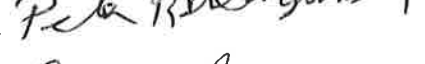
9. The bill for decommissioning projects will likely be passed on to taxpayers.

Insufficient surety fund by the developer could result in county responsibility for decommissioning costs. Net Decommissioning costs can range from \$43,584/MW to \$101,915/MW. No plan and cost should ever be approved without a full understanding of the cost to return the land to its original condition, and the county should not be responsible for this cost.

10. When the local community has clearly expressed concern and opposition.

Local planning commissions and boards of supervisors should vote to reject industrial-scale solar power plants when people in the community oppose it. With time, greater awareness of solar issues and accountability will take place.

SIGNATURE PAGES TO FOLLOW

Signature of Signer	Print Name	Legal Address	Date
1. 	Timothy Trapp	N132 W18375 Rockfield Rd Germantown, WI 53022	11/10/24
2. 	Roxanne Bira	W182N13151 Scotlan	11/10/24
3. 	Richard Bira	W182N13151 Scotlan Germantown WI 53022	11/10/24
4. 	LeeAnn Zartner	N131W18279 Woodland Ave Germantown, WI 53022	11/10/24
5. 	Gary Zartner	N131 W18279 Woodland Germantown	11/10/24
6. 	JOHN KOELLER	N131 W18155 Woodland Ave Germantown	11/10/24
7. 	Kimberly Anderson	N132 W18187 Rockfield Rd Germantown	11/10/24
8. 	STEVE DeQuard	N132 W18187 Rockfield Rd Germantown	11/10/24
9. 	Kevin Olson	N132 W18153 Rockfield Rd Germantown	11/10/24
10. 	Joey Waldoch	N132 W18153 Rockfield Rd Germantown	11/10/24
11. 	Kim Olson	N132 W18153 Rockfield Rd Germantown	11/10/24
12. 	Ryan Turdo	N132 W18009 Rockfield Rd Germantown	11/10/24
13. 	DERRICK Rome	N132 W18040 Rockfield Rd Germantown	11/10/24
14. 	Angela Hedelma	N132 W18040 Rockfield Rd Germantown	11/10/24
15. 	Peter Ritz	N132 W18040 Rockfield Rd Germantown	11/10/24
16. 	Colleen Brushaber	N132 W18312 Rockfield Rd Germantown	11/10/24

17. -

18. -  Thalia Haseotes 14100 Woodlawn Cr. Elmhurst, WI 53122
(Boarder) 11/10/24

19. - ~~Angela Audley~~ Angela Audley 4267 W Brown Deer Ln

20. - Angela Audley Angela Audley 4267 W Cherrywood Ln 11/10/24
Brown Deer, WI 53209

21. - Kristin Awencel Kristin Awencel 5719 N 423 Ridgeway Ln 11/10/24
Cedarburg, WI 53012

22. - Kristina Hoskins Kristina Hoskins 1336 Western Ave 11/10/24
Jackson, WI 53037

23. - Karin Murdock Karin Murdock 6544 N Dayton St 11/10/24
Milwaukee, WI 53224

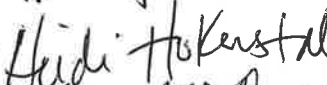
24. - Frances Gantner Frances Gantner 1545 Sherman Rd 11/10/24
53037

25. -  Linda Prochnow 5965 Deer Rd 11/10/24
Nin Christman 1 Colgate, WI 53011

26. -  Philip Steffenhagen 704 ASPER DR. 11/11/24
KEWASKUM, WI 53040

27. -  Heidi Hokenstad HEIDI HOKENSTADT 3560 Circle Drive 11/11/24
Hubertus, WI 53033

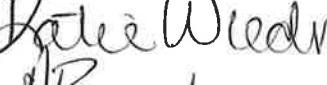
28. -  Kenneth R. Klumb 1132 W 1860 Rockfield Rd 11/11/24
Rockfield, WI

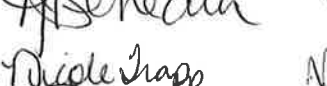
29. -  Will Wright Will Wright 11/11/24
1132 W 1771 Rockfield 11/11/24

30. -  Jesus Johnson Jesus Johnson 11/11/24

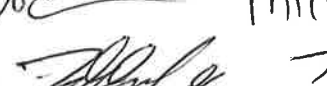
31. -  Katie Wiedmeyer Katie Wiedmeyer N132W17882 Rockfield 11/11/24

32. -  Heidi Benedun Heidi Benedun N135N15065 Rockfield Rd 11/11/24

33. -  Nicole Trapp Nicole Trapp 8234 Broadview Ln, Kewaskum, WI 53040 11/11/24

34. -  Beth G. Seep Beth G. Seep 17575 Doyle Rd Kewaskum, WI 53091 11/11/24

35. -  Michelle Johnson Michelle Johnson 2301 W 66th Hills N 66th W 11/11/24
53209

36. -  Toddu Gillis Toddu Gillis 1899 Conestoga Ct Rockfield, WI 11/11/24

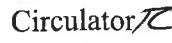
37. -

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STATE OF WISCONSIN
COUNTY OF _____

Affidavit of Petition
Circulator 

_____, being duly sworn, deposes and says that he or she is an owner of land within the boundaries of the proposed district; that to the best of his or her knowledge, all persons who have signed the

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STATE OF WISCONSIN
COUNTY OF GERMANTOWN

Affidavit of Petition

Circulator Rick Schellen RICK SCHLEHLEIN

_____, being duly sworn, deposes and says that he or she is an owner of land within the boundaries of the proposed district; that to the best of his or her knowledge, all persons who have signed the foregoing petition are landowners within the boundaries of the proposed district and that the accompanying map and description

indicates the territory to be included in the proposed district and that the petition has been signed by persons constituting 51 percent or more of the landowners within the proposed district.

Rick Schellen
Signature of Petition Circulator
City

Rick Schellen
PO Address

N 132 W 18350 ROCKFIELD RD.
GERMANTOWN, WI 53022

Subscribed and sworn to before me this 12 day of November, 2024.

Mary E. Bauer
Signature of Notary
My commission expires 9/26/2027

MARY E BAUER
NOTARY PUBLIC
STATE OF WISCONSIN



VILLAGE ATTORNEY
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church Street
Franklin, WI 53132
Phone: 414-529-8900

MEMORANDUM

TO: Plan Commission
FROM: Brian C, Sajdak, Village Attorney
DATE: December 6, 2024
RE: OneEnergy Development LLC Solar Farm Proposal

I have been asked to provide some input on two issues related to the OneEnergy solar farm proposal.

First, in the packet you will note that there is a petition included. The language of the petition suggests that there is some desire to have this considered as a protest petition under § 17.51(7) of the Municipal Code. However, in this case, the use of a protest petition is inapplicable. Under the code, a protest petition can be utilized when there is a change in a zoning district, or the regulations associated with a district. In this case, there is no change to the zoning district, nor is there any change to the regulations of a district. This proposal involves only the consideration of a permitted use within the A-1 District.¹ Because this does not qualify as a protest petition, there is no impact to the petition on the voting requirements, and a standard simply majority vote is all that is required.

The second issue centers on the impact of the Legislature's adoption of Wis. Stat. § 66.0401(1m). That provision provides:

No political subdivision may place any restriction, either directly or in effect, on the installation or use of a solar energy system, as defined in s. 13.48 (2) (h) 1. g., or a wind energy system, unless the restriction satisfies one of the following conditions:

- (a) Serves to preserve or protect the public health or safety.
- (b) Does not significantly increase the cost of the system or significantly decrease its efficiency.
- (c) Allows for an alternative system of comparable cost and efficiency.

Under this statute, the Legislature has significantly limited the ability of local governments to regulate solar energy projects. Indeed, the Courts have expressly held that even where a solar energy system is a conditional use that a plan commission is "duty bound to confine its consideration of the conditional use applications *in light of the restrictions placed on local*

¹ Note: In addition to the general inapplicability of protest petitions discussed above, the Legislature in 2023 Wis. Act 16 amended section 66.10015(3) of the Statutes to effectively prohibit protest petitions except in very rare circumstances (none of which are applicable here). This change goes into effect on January 1.

regulations pursuant to § [66.0401].” Numrich v. City of Mequon Board of Zoning Appeals, 2001 WI App 88, ¶23, 242 Wis. 2d 677, 626 N.W.2d 366 (emphasis in original). As such, even under a more strict conditional use review, any conditions placed on a solar energy proposal must meet those requirements. Here, however, the review is not even a conditional use review.

This is merely the consideration of an application for a permitted use. Under this standard, there are virtually no instances where denial of a permitted use would comply with the statute. Safety would be the only possible area where a denial might meet the statute (e.g., deny the application because of public safety concerns), however if the use was deemed unsafe why would it be permitted? Accordingly, the only regulations that appear to be acceptable under the statute and the zoning code would be those standard considerations when reviewing a site plan — setbacks, density, height, etc.