

MEETING: **AMENDED REGULAR MEETING OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE**

DATE & TIME: **Wednesday, July 2, 2025 at 5:30 PM**

LOCATION: **Germantown Village Hall Board Room
N112 W17001 Mequon Road**

Any member of the body and/or citizen may attend the meeting virtually through the WebEx platform, Meeting #: **2555 672 0428** Password: **ZNmFyjsD343** which can be accessed by phone at 408-418-9388 or by logging on at: <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mc28ed9f85300bb8f63267a15d2f40b55>

Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration.

Previously recorded Village Board Meeting Videos can be viewed at https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ.

AGENDA

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **APPROVAL OF MINUTES:**
 - A. June 4, 2025 (ACTION)
- IV. **PUBLIC COMMENT:** *Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a four-minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments. Comments that may be injurious to village personnel or other individuals will not be allowed.*
- V. **UNFINISHED BUSINESS:**
- VI. **NEW BUSINESS:**
 - A. Potential modifications to Germantown Municipal Code Sec. 8.02 pertaining to Sidewalk/Pathway Construction, Repair and Snow Removal. (ACTION)
 - B. Consideration of the Well 4 Upgrade Design professional services agreement to Baxter & Woodman for an amount not to exceed \$113,540. (ACTION)
 - C. Consideration of NR854 Water Supply Service Area Plan development to Foth for an amount not to exceed \$29,500. (ACTION)
 - D. Village Properties and Right-of-Way Beautification Ideas (DISCUSSION) and change order authorization to the seal coating contract (ACTION)
- VII. **DIRECTOR'S REPORT:**
 - A. July Director's Report
- VIII. **NEXT MEETING DATE:**
- IX. **ANNOUNCEMENTS:**
- X. **ADJOURNMENT:**

PUBLIC WORKS & HIGHWAYS COMMITTEE AGENDA

July 2, 2025

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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 hereby given that a possible quorum of other boards, committees, and/or commissions 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 PUBLIC WORKS & HIGHWAYS COMMITTEE
DATE AND TIME:	Wednesday, June 4, 2025 5:30 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

I. CALL TO ORDER:

Chairperson Kaminski called the Public Works and Highways Committee meeting to order at 5:30PM.

II. ROLL CALL:

Present: Trustee Terri Kaminski, Trustee Rick Miller, Trustee Robert Warren, Trustee Jan Miller

Absent: None

Excused: None

III. APPROVAL OF MINUTES:

A. May 7, 2025 (Action)

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: Rick Miller

Yes: Terri Kaminski, Rick Miller, Robert Warren, Jan Miller

No: None

Abstain: None

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

IV. PUBLIC COMMENT:

None

V. UNFINISHED BUSINESS:

VI. NEW BUSINESS:

A. Consideration to exceed the established budget limit by \$9,725.00 for the purchase of approximately 25 residential meters. (Action)

Director of Public Works, Matt Mortwedt, requested authorization to exceed our 2025 budget limit of \$100,000 for meter replacements for the purchase of approximately 25 additional 3/4" residential meters. The replacements this year were focused on larger commercial and industrial meters. The new order of 3/4" residential meters will not exceed \$9,725.00.

The additional meters are intended to serve as inventory for needs throughout the remainder of the year. Additional inventory is needed due to a higher number of

contested charges, as well as continuing to supply new construction.

Motion: Approve as presented

Motioned By: Rick Miller

Seconded By: Robert Warren

Yes: Terri Kaminski, Rick Miller, Robert Warren, Jan Miller

No: None

Abstain: None

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

- B. Consideration of a resolution adopting the 2024 Compliance Maintenance Annual Report (CMAR)(WDNR) (Action)

Director of Public Works, Matt Mortwedt, discussed the 2024 CMAR (Compliance Maintenance Annual Report) which must be accepted by the Village Board before submission to the DNR.

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: Jan Miller

Yes: Terri Kaminski, Rick Miller, Robert Warren, Jan Miller

No: None

Abstain: None

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

- C. Discussion and presentation regarding the Asset Manager position and workload (Discussion)

Director of Public Works, Matt Mortwedt, introduced Sharon Lu, Asset Manager, to the Village Board and Sharon presented her background and experience working with GIS. Sharon explained the goals for the Village moving forward and potential changes that may be made regarding GIS software and moving away from contracted assistance from outside companies.

- D. Division Road Preliminary Design Progress (Discussion)

Director of Public Works, Matt Mortwedt, explained staff and approved consultants have been working on three critical preliminary design elements regarding the Division Road design; First, obtaining the necessary right-of-way to construct the path improvements along certain segments of Division Road. Staff have contracted for the preparation of an updated plat. Second, the Village Board approved contracts with Kapur and raSmith to do stormwater modeling. There is also discussion on the cost of a parking lot near the Jefferson Ditch as well as cost of extending the path along the entire west side of Division Road.

VII. DIRECTOR'S REPORT:

A. June Director's Report

Director of Public Works, Matt Mortwedt, presented his May Director's Report to the Board. Highlights of the report include an update on the construction of High Point Pass, curb stop and street light locate, Tower One emergency repairs, brush pick in the Village, and potential additional costs for asphaltting at old DPW facility.

VIII. NEXT MEETING DATE:

The next Public Works and Highways Committee Meeting will be held July 2, 2025 at 5:30PM.

IX. ANNOUNCEMENTS:

None

X. ADJOURNMENT:

Chairperson Kaminski adjourned the meeting at 6:53PM.

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: July 2, 2025

PLACEMENT: Action Item

ITEM TITLE: Potential modifications to Germantown Municipal Code Sec. 8.02 pertaining to Sidewalk/Pathway Construction, Repair and Snow Removal. (ACTION)

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

Below are options the Public Works and Highway Committee and the Village Board can consider regarding changes to Municipal Code section 8.02 which requires the Department of Public Works to remove snow from all Village sidewalk.

1. Shift responsibility for all right-of-way sidewalk snow removal to the adjacent property owner.
2. Maintain the current right-of-way sidewalk snow removal area and require snow removal of new sidewalk to be conducted by the adjacent property owner.
3. Continue to maintain sidewalk in the right-of-way where it is situated in the adjacent property owners back yard. Transfer responsibility for sidewalk snow removal to the adjacent property owner where the sidewalk is adjacent to a side or front yard.
4. Understanding the issue, make no changes.

The attached memos to this agenda item outline the issue from a Public Works and legal perspective. Staff are requesting the PWHC make a motion to recommend one of the 4 approaches. Following a recommendation, staff will bring back additional research and a proposed ordinance change for further consideration.

ATTACHMENT:

1. Sidewalk Ordinance Memo 070225
2. Sample Sidewalk Ordinances
3. Memo re Sidewalk Maintenance Ordinance

STAFF RECOMMENDATION:

Staff are requesting the PWHC make a motion to recommend one of the four approaches outlined in this agenda item.

ACTION BY Committee:

Village of



Germantown

Department of Public Works

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

MEMORANDUM

DATE: 6/27/2024
FROM: Matt Mortwedt, Director of Public Works *MM*
TO: Terri Kaminski, Chairperson, Public Works and Highway Committee
The Public Works and Highway Committee.

The Issue to Be Considered: Sidewalk Snow Removal

Section 8.02 of Germantown code requires the Department of Public Works to remove snow from all sidewalks.

A Limiting Factor

With pedestrian connectivity and safety becoming more of a priority with residents, and almost all new development proposals increase the amount of sidewalk, Germantown would be wise to consider modifications to its sidewalk maintenance ordinance.

This code provision has had the effect of holding back larger expansions of the sidewalk network due to concerns about the operational impact, which I will elaborate on later in this memo.

Other Considerations when adding Sidewalk

It goes without saying that snow removal is only one factor of several that Germantown should consider when adding sidewalk. Sidewalks will require long-term maintenance and will eventually need to be replaced. Those repairs and replacements will come at significant cost that should be factored in any decision to add new public sidewalk. A prime example of this is the approximately \$70,000 Germantown is spending on sidewalk repair on Main Street this summer.

Definition of a "Sidewalk"

To understand the issue, it is important to note that "sidewalk" is defined by its location, not the material it is constructed with. When we hear "sidewalk" we naturally think of a 3-foot-wide concrete walk used in more urban cross sections. While it is true, that is a "sidewalk" per the code, so are asphalt paths on Division Road, Donges Bay Road, Freistadt Road, Town 9 Parkway, Holy Hill Road, and soon to include High Point Pass. This is because the code defines a "sidewalk" as an improved path constructed in the right-of-way.

History and Expansion

When the code was adopted sometime around 1980 there was very limited sidewalk in Germantown. Washington County satellite imagery from 1980 shows sidewalk only existed on Main Street, Park Street and Church Street. Though records don't exist to explain the Village Board's rationale for adopting this code, it was likely seen as a limited service focused on Main Street businesses. As the

sidewalk network has expanded, the code requirement has turned sidewalk snow removal into a major service provided in all areas of the Village that will continue to grow with the community.

The proposed Sutton Farm development at County Line and Lannon includes sidewalk throughout the subdivision. It is likely that the future Village Center and Blackstone developments will also include sidewalk. The 2050 plan calls for additional side path, likely qualifying as sidewalk per the code, potentially on Division north of Mequon, Western north of Mequon, Squire north of Mequon, and extensions on Main Street, and various other places to foster connectivity.

Municipal Comparison

This is a service that is very much an anomaly when it comes to typical municipal services provided in other communities. Slinger, West Bend, Menomonee Falls, Brookfield, and most other communities require snow to be removed by adjacent property owners. Most also require snow be removed in 24 hours, and have a code provided assessment process should the municipality have to remove snow. Some municipalities make exceptions to requiring the adjacent property owner requirement when the sidewalk is adjacent to the back yard.

Cost to Maintain

Equipment Needed

Germantown owns three sidewalk tractors that are used for sidewalk snow clearing and grass cutting. The current replacement cost of one tractor is approximately \$270,000. One of these pieces of equipment is due for replacement next year (2026). Projected out, the replacement cost for all three machines is approximately \$1,000,000 in the next 10 years. If the sidewalk network continues to expand, we will be forced to add a fourth machine, increasing that future obligation to approximately \$1.4M. If the snow removal requirement is eliminated, we could reduce that \$1.4M future obligation by more than half, for two reasons. First, we would not need to expand to a fourth piece of equipment. Second, we could purchase mowers, instead of specialty sidewalk tractors, for a significantly lower cost. If we capped or even made some moderate reductions from the current workload it is possible we could see some reductions in capital equipment acquisition cost, but not realize the full savings we would see from eliminating the requirement entirely.

Labor Hours

Currently, clearing sidewalks can take between 16-48 labor hours. As the sidewalk network grows, so will this obligation. There may be a point where additional seasonal help is needed, or an additional full-time employee may be needed in DPW-Highway.

Options to Consider

The Public Works and Highway Committee and the Village Board, understanding the issues raised in this memo can make an informed decision on the current provision in Germantown code 8.02.

- Shift responsibility for all right-of-way sidewalk snow removal to the adjacent property owner.
- Maintain the current right-of-way sidewalk snow removal area and require snow removal of new sidewalk to be conducted by the adjacent property owner.
- Continue to maintain sidewalk in the right-of-way where it is situated in the adjacent property owners back yard. Transfer responsibility for sidewalk snow removal to the adjacent property owner where the sidewalk is adjacent to a side or front yard.
- Understanding the issue, make no changes.

WEST ALLIS

11.12 Snow And Ice Removal

1. Duty to Remove. The owner of any premises shall remove and clear, or cause to be removed and cleared, any snow or ice from the public sidewalk in front of their premises, or other areas as indicated in this Section.
2. Removal by the City.
 1. If the owner of any premises shall fail to remove or clear the snow or ice as provided in this Section, the Director of Public Works and/or the Code Enforcement Director and/or their respective designee is authorized to remove and clear the snow or ice.
 2. The Director of Public Works and/or the Code Enforcement Director and/or their respective designee is authorized to clear and remove the snow or ice from any public sidewalk abutting or adjoining the premises of any person who, because of physical disability, is unable to comply with the provisions of this section.
 3. The expense of snow or ice removal by the Director of Public Works and/or the Code Enforcement Director and/or their respective designee, as herein provided, shall be charged against the owner of the premises abutting or fronting upon any such sidewalk and may be entered as a special tax against such premises to be collected in all respects like other taxes upon real estate, as provided in Sec. 66.0907(5) of the Wisconsin Statutes.
 4. The Board of Public Works shall establish rules consistent with this Section governing snow removal by the Director of Public Works and/or the Code Enforcement Director and/or their respective designee and the charges to be assessed for any such work.
3. Areas To Be Cleared or Removed.
 1. Public sidewalks shall be cleared to a minimum width of three (3) feet.
 2. Curb ramps at corners shall be cleared to a minimum width of three (3) feet, including the portion of the street to the plowed area.
 3. Fire hydrants shall be cleared to allow full access around the hydrant from the street. All properties within one hundred fifty (150) feet of a fire hydrant shall be responsible for clearing the hydrant.
4. Compliance Time.
 1. All snow and ice shall be cleared or removed, which shall be completed by the time listed below:

1. Within twenty-four (24) hours after the end of a snow event.
 2. Within twenty-four (24) hours after the formation of ice.
 3. Within twenty-four (24) hours after snow has been blown or drifted back onto a previously cleared area.
2. For the purposes of this section, a "snow event" shall mean the continuous accumulation of more than one-half (1/2) of an inch of snow, as recorded at General Mitchell Airport in Milwaukee.
5. Casting Snow on Public Ways. No person shall plow, shovel or otherwise deposit snow or ice, or cause snow or ice to be plowed, shoveled or otherwise deposited, from private property or driveway approach between the sidewalk and gutter line upon any street or alley pavement, sidewalk or other public way in the City.
 6. Any person who shall fail to comply with the provisions of this section shall forfeit not less than two hundred dollars (\$200) nor more than five hundred dollars (\$500) for each offense, together with the costs of prosecution. In default of payment thereof, the person shall be imprisoned in the Milwaukee County House of Correction until such forfeiture and costs are paid, but not more than the number of days set forth in Section 800.095(1)(b)1 of the Wisconsin Statutes. Each and every day that an offense continues constitutes a separate offense.
 7. Casting Snow on Private Property. No person shall plow, shovel, or otherwise deposit snow or ice, or cause snow or ice to be plowed, shoveled, or otherwise deposited from private property onto the property of another without the consent of the landowner.
 8. When ice cannot be removed due to thickness, temperature, compaction or other factors, an abrasive material designed to prevent ice accumulation such as salt or sand shall be used temporarily until the ice may be removed. The abrasive surface shall be applied in a way to prevent slipping on the ice and shall be maintained in sufficient amounts until the ice may be removed or melts.

Wauwatosa

12.24.010 Removal Of Snow And Ice From Sidewalks And Multi-Use Paths

1. The owner, occupant, or person in charge of each and every building or property in the city of Wauwatosa fronting upon or adjoining any street, and the owner or person in charge of any unoccupied building or lot fronting upon or adjoining any city street, public sidewalk and the adjoining crosswalk, shall clear all accumulation of snow or ice within twenty-four hours after snow has ceased to fall or ice has ceased accumulating, and shall cause the same to be kept clear from snow and ice. Crosswalks are to be cleared to the plowed area of the street. When ice is formed on any sidewalk or crosswalk and it cannot be removed, the owner, occupant, or person in charge of the adjacent property shall keep the sidewalk and crosswalk sprinkled with calcium chloride, sodium chloride, other acceptable deicing materials or sand. Where snow continues to fall for more than twenty-four hours, it shall be removed immediately after the snowfall ends.
2. Whenever a property as described in subsection A, above, abuts a multi-use path, the entire width of such path shall be cleared in the manner described above, except that residential properties with four or fewer residential units shall be required to clear a path five feet or greater for the length of the abutting multi-use path in the manner described above.

12.24.020 Removal Of Mud, Dirt, Rubbish And Filth From Sidewalks

The owner, occupant or person in charge of each and every apartment or building in the city of Wauwatosa, fronting upon or adjoining any street, and the owner or person in charge of any unoccupied building or lot fronting as aforesaid, shall clean the sidewalk in front of or adjoining such apartment or building, or unoccupied lot or building, as the case may be, of mud, dirt, rubbish, filth or other substance to the width of such sidewalk and cause the same to be kept clean of mud, dirt, rubbish, filth or other substance.

12.24.040 Removal Of Snow, Ice, Mud, Dirt And Rubbish From Sidewalks--Enforcement

The provisions of Sections 12.24.010 to 12.24.050 shall be enforced by the police department of the city of Wauwatosa.

12.24.050 Removal Of Snow, Ice, Mud, Dirt And Rubbish From Sidewalk--Noncompliance--Removal By City

Beginning in the 2022—2023 snow season, in case the provisions hereof are not complied with, the city, by the board of public works, shall cause all ice, snow, mud, dirt, rubbish, filth, or other substance to be removed from such sidewalk, without a written notice to the individual property owner and shall demand payment of the expense of such removal by the occupant of any such occupied premises or of the owner or agent of any such unoccupied premises. If the expense of such removal is not paid forthwith it shall be a tax upon the premises bounded by such sidewalk,

to be levied and assessed thereon and collected as provided in Section 66.0907(5), Wisconsin Statutes.

12.24.060 Throwing Snow And Ice On Street Unlawful

It is unlawful for any person, firm, or corporation to throw or put or cause to be thrown or put any snow or ice from private property into any street, avenue or other public place in the city of Wauwatosa.

12.24.070 Throwing Snow And Ice Around Fire Hydrant Unlawful

It is unlawful for any person, firm or corporation to throw or put or cause to be thrown or put, any snow or ice on, over, or around a fire hydrant so as to obstruct the view of the hydrant or to cause an obstruction to the connection of fire equipment to the hydrant.

12.24.100 Removal Of Snow And Ice At Streetcar And Bus Stops--Required

Other than the Milwaukee County Bus Rapid Transit, any property owner adjacent to a bus stop shall keep and maintain all bus stops along publicly-owned or operated transportation systems free and clear of an accumulation of snow and ice, within twenty-four hours following any snow fall or accumulation of ice, and cause the same to be kept clear from snow or ice; provided, that when ice is so formed at any street car or bus stop that it cannot be so removed, then the person, firm or corporation herein referred to shall keep the same sprinkled with calcium chloride, sodium chloride, other acceptable deicing materials or sand; provided, also, that in case snow shall continue to fall for more than twenty-four hours, then and in that case it shall be removed immediately after the same shall cease to fall.

12.24.110 Removal Of Snow And Ice At Streetcar And Bus Stops--Noncompliance--Removal By City

In case of failure to comply with Section 12.24.100, the city of Wauwatosa through the supervision of the board of public works shall cause all snow and ice to be removed from streetcar and bus stops wherever necessary, and in case the ice is so formed at any streetcar or bus stop that it cannot be so removed, then the city of Wauwatosa through the supervision of the board of public works shall keep the same sprinkled with ashes, sawdust or sand; and charge the cost of such removal or sprinkling to the person, firm or corporation responsible for the maintenance of the streetcar or bus stops. In the event of non-payment the city of Wauwatosa may proceed to enforce payment by civil action.

12.24.120 Snow Removal Policy--Special Charge

1. A property owner has a duty to remove snow and ice from the city sidewalk abutting such property in accordance with the provisions of Section 12.24.010.
2. Failure to comply with such provisions authorizes the city to have such work performed as provided for in Section 12.24.050.

3. The special charge for snow and/or ice removal provided by the city in accordance with Section 12.24.050 shall be as shown in the fee schedule.
4. In addition to the special charge, the city forester or his designee is authorized to issue a citation for a violation of Section 12.24.010.
5. Penalty. Any person, firm, or corporation who violates the provisions of Section 12.24.010 shall pay a forfeiture of not less than fifty dollars for the first conviction within a twelve-month period. For a second conviction within a twelve-month period, the forfeiture shall not be less than two hundred dollars and for each conviction thereafter within a twelve-month period, the minimum forfeiture shall be five hundred for each offense.
6. The special charges shall be in addition to any other penalty authorized for violating such provision.

Waukesha

6.12 Snow And Ice Removal From Sidewalks, Curb Ramps, Bus Pads, And Fire Hydrants

1. RESPONSIBILITY OF OWNER OR OCCUPANT. (Am. #12-80) The owner, occupant, or person in charge of each dwelling or building in the City fronting upon or adjoining any street, and the owner or person in charge of any unoccupied building or lot fronting as aforesaid, shall clean the sidewalk in front of or adjoining such dwelling or building, or unoccupied lot or building, as the case may be, of snow and ice to the width of such sidewalk within 12 hours after the snow has ceased to fall, and shall keep the sidewalk free of snow so as to prevent an accumulation of ice.
2. CLEANING BY CITY; ASSESSMENT OF COSTS. (Am. #12-80)
 1. (Am. #21-08) (Am. #26-99) (Am. #18-10) The Department of Public Works shall publish and maintain a Cost Schedule showing the cost to render the snow and ice removal services described in this section. The Department may amend the Cost Schedule from time to time to reflect any changes to the cost it incurs. The Cost Schedule shall be maintained on the City's website and published annually in the official City newspaper.
 2. If the owner, occupant or person in charge of removal of snow as herein provided :fails to so remove snow, at the time designated herein, the City may, through its employees and officials of the Department of Public Works, and at its option, cause the snow and ice to be removed from any sidewalk within the City and the cost of such removal as shown on the Cost Schedule shall be charged to each lot or parcel of land as a special charge against real property by the City Treasurer and included in the current or next tax roll for collection and settlement under chapter 74 of the Wisconsin Statutes. In addition, the Director of Public Works shall designate a person from that Department to be authorized by the Common Council to issue citations under §25.08 of this Municipal Code. Such person shall also be responsible for the snow removal program under this section.
 3. (Am. #3-10) If the weather conditions cause ice to accumulate on such sidewalk and it cannot with due diligence be removed, the owner, occupant, or person in charge shall keep the same sprinkled with salt or sand and shall remove accumulated ice to the width of the sidewalk as soon as weather conditions permit.
 4. For the first offense no citation shall be issued and no forfeiture imposed. A warning citation shall be issued and the cost for the removal of snow shall be charged as provided in par. (b). For the second offense, to compensate for inspectional and administrative costs, a fee of \$25 may be charged for an inspection to determine compliance with this section, except that no fee shall be

charged for the inspection when compliance is recorded. A fee of \$50 may be charged for third and subsequent offenses. Inspection fees shall be charged against the real estate upon which the inspections were made, shall be a lien upon the real estate and shall be assessed and collected as a special charge. The first violation occurring after September 1 of the current year and before June 30 of the year following the current year shall constitute a "first offense" under this section.

3. **OWNER'S RESPONSIBILITY REGARDING DISCHARGE OF WATER.** Every person owning any buildings in the City situated as described in sub. (1) shall cause the pipes conducting the water from the eaves of the building to be constructed as not to spread the water over the sidewalk, and shall prevent discharge from sump pumps from accumulating on the sidewalk.
4. **CURB RAMPS.** (Rep. #15-19) In addition to the other requirements imposed in this section, the owner, occupant or person in charge of each building, dwelling or unoccupied lot is required to remove snow upon any portion of a sidewalk which leads to the street and intersects with the curb at an intersection, corner, or crosswalk. If such snow is not removed within the time designated for removal in sub. (1) of this section, the City may clear the snow in accordance with sub. (2)(b) of this section and assess the applicable charge in the Cost Schedule for removal.
5. **BUS PADS.** (Cr. #26-99) The owner, occupant, or person in charge of each building, dwelling, or unoccupied lot shall remove snow upon any Bus Pad connected to the sidewalk. If such snow is not removed within the time designated for removal in sub. (1) of this section, the City may clear the snow in accordance with sub. (2)(b) of this section and assess the applicable charge in the Cost Schedule for removal. For purposes of this section, "Bus Pads" are portions of the sidewalk extending to the curb that are customarily 5 feet by 5 feet in size but may be larger, which provide standing room for pedestrians waiting at a designated Waukesha Metro Bus Stop. "Bus Pads" do not include Waukesha Metro Bus Stops containing a shelter or otherwise providing pedestrians a place to sit while waiting for the bus to arrive.
6. **SNOW SURROUNDING FIRE HYDRANTS.** The owner, occupant, or person in charge of each building, dwelling, or unoccupied lot fronting upon or adjoining a fire hydrant shall clear the snow surrounding the fire hydrant to allow full access from the street. If such snow is not removed within the time designated for snow removal in sub. (1) of this section, the City may clear the snow in accordance with sub. (2)(b) of this section and assess the applicable charge in the Cost Schedule for removal.

Pewaukee

Sec. 78.118. - Snow and ice removal.

(a) All snow and ice shall be removed from sidewalks and public pedestrian ways within 24 hours after snowfall or occurrence causing formation of snow and ice.

(b) If such snow and ice is not removed within such time, the village board may order its agents and employees to effect such removal and impose a special charge against the owner of the property abutting on such sidewalk or pedestrian way.

(c) Such special charges shall not be payable in installments. If not paid within 60 days after receipt of a bill, such delinquent special charges shall become a lien as provided in Wis. Stats. § 66.0627 as of the date of such delinquency and shall automatically be extended upon the current or next tax roll as a delinquent tax against the property; and all proceedings in relation to the collection, return and sale for delinquent real estate taxes shall apply to such special charge.

(d) The charges under subsections (b) and (c) of this section shall not include forfeitures for violation, which upon conviction shall be as provided in [section 1.102](#).

(e) No person shall deposit, place or cause any snow or ice to be deposited on any public sidewalk, street or right-of-way in the village.

Menomonee Falls

Sec. 90-67. - Snow and ice removal.

(a) *Responsibility of owner, occupant or other person in charge.* The owner, occupant or person in charge of each and every building or structure or unoccupied lot in the village fronting or abutting any street shall clean or cause to be cleaned the sidewalk in front of or adjoining each such home, building or unoccupied lot, as the case may be, of snow or ice to the width of such sidewalk within 24 hours after cessation of each snowfall event, and shall cause the sidewalk to be kept clear from ice and snow, provided that when the ice has formed on any sidewalk so that it cannot be immediately removed, the persons referred to in this subsection shall keep the sidewalk sprinkled with salt or sand.

(b) *Removal by village.* If snow or ice is not removed or sprinkled with salt or sand, etc., as required in subsection (a) of this section, the village manager or designee shall cause the same to be done and the cost entered on the next tax roll as a special charge against the benefited property pursuant to Wis. Stats. § 66.0627.

(c) *Obstructing public ways.* No person in the course of removing snow or ice from any private property shall cause or permit such snow or ice to be placed or left on any public way.

(d) *Penalty.* In addition to any special charge or assessment which may be imposed under subsection (b) of this section, any person who violates subsection (a) of this section shall be subject to a penalty as provided in [section 1-7](#) of this Code.

Madison

10.28 - SNOW AND ICE TO BE REMOVED FROM SIDEWALKS.

(1) The owner of each lot or part of lot shall remove all snow and ice upon the sidewalk abutting the premises which they own not later than 12:00 noon of the day after the snow or ice has accumulated on the sidewalk, regardless of the source of accumulation. The owner of property abutting sidewalks on two intersecting streets shall remove all snow and ice from the sidewalks of both streets, including that portion of the sidewalks bordering the crosswalk, including the curb ramp, if any, regardless of the source of the snow accumulation.

Provided that when ice has so formed upon any sidewalk that it cannot be removed, then the owner shall keep the same effectively sprinkled with sand or other suitable substance in such manner as to prevent the ice from being dangerous, until such time as the ice can be removed, and then the ice shall be promptly removed. Reasonable quantities of salt and other lawful chemical melting agents may be used when ice is present or imminently likely to form, but only to the extent necessary to treat the ice so that the ice can be removed. Salt and other chemical melting agents shall not unreasonably accumulate on the sidewalk following ice melt or snow removal. Excess salt and other lawful chemical melting agents shall be removed following ice melt or snow removal.

Any person violating any of the provisions of this section shall be subject to a forfeiture of not less than twenty dollars (\$20) nor more than fifty dollars (\$50) for a first offense and not less than thirty dollars (\$30) nor more than one hundred dollars (\$100) for any subsequent offense. Each day any violation of this ordinance continues shall constitute a separate offense.

(2) The Department of Planning and Community and Economic Development shall cause all sidewalks which shall not have been cleared of snow and ice as above described, to be cleared upon default of the person whose duty it shall be to clear the same. An accurate account of the expenses incurred shall be kept and the costs thereof shall be assessed against the property as a special charge under Section [4.09\(13\)](#). Prosecution under Subsection (1) of this ordinance shall not bar the City from proceeding under Subsection (2) of this ordinance, nor shall proceeding under Subsection (2) bar prosecution under Subsection (1).

(3) Actions for violations of Sec. [10.28\(1\)](#) shall be commenced by citation as provided by Wis. Stat. § 66.0113 or summons and complaint or warrant as provided by Wis. Stat. § 66.0114(1)(a).

To Public Works Committee
From Brian C. Sajdak, Village Attorney
Date June 25, 2025
Re Sidewalk Maintenance Ordinance

I have been asked to provide a legal analysis of the various options being considered as an amendment to the current sidewalk maintenance ordinance. The current ordinance places full responsibility for the maintenance of sidewalks upon the Village, and is found in Sec. 8.02 of the Municipal Code:

8.02 SIDEWALK/PATHWAY CONSTRUCTION, REPAIR AND SNOW REMOVAL.

(1) INITIAL SIDEWALK/PATHWAY CONSTRUCTION. See section 18.08(6) of this Code.

(2) SIDEWALK/PATHWAY REPAIR AND REPLACEMENT. The Director of Public Works is directed to inspect all Village sidewalks/pathways at least annually and if, in his judgment, any such sidewalks/pathways are in need of repair or replacement, he shall cause the same to be repaired or replaced at Village expense.

(3) SIDEWALK SNOW REMOVAL. The Director of Public Works is directed to remove the snow from all Village sidewalks as soon as convenient after Village streets are plowed.

(4) DEFINITIONS. For the purpose of this section, the following definitions shall be used:

(a) Pathway. A specific area designated for the movement of pedestrian or bicycle traffic which may be constructed of asphalt, concrete, permeable surfacing, stone or wood chips, and located in Village easements, parks or parkways.

(b) Sidewalk. A specific area designated for the movement of pedestrian or bicycle traffic, which is constructed of asphalt, concrete, or permeable surfacing, and is located within the right-of-way of Village streets.

Public Works staff indicates that they are proposing three options for amendments:

1. Shift responsibility for all ROW sidewalk snow removal to the adjacent property owner.
2. Maintain the current ROW sidewalk snow removal area. New sidewalk outside of the existing area would have snow removed by the adjacent property owner.
3. Continue to maintain sidewalk in the right of way where it is situated in the adjacent property owners back yard. Transfer ROW sidewalk snow removal to the adjacent property owner where the ROW sidewalk is situated along the side and front yards.

This memorandum considers these three options and provides one additional point for possible discussion.

Option 1

This option shifts responsibility for snow removal to the adjacent owners. This approach is consistent with the approach used in many communities in Wisconsin where sidewalks are prevalent. Samples for some of these communities are attached. There are a few issues with this option.

First, there are large parts of the existing sidewalk network which is installed to the rear of residential properties such as areas on the west side of Pilgrim Road and the south side of Mequon Road. Many of these homes have placed continuous fencing along the rear property line, which would make access for an individual homeowner. In new subdivisions, this is typically handled by the Homeowner's Association, much like property maintenance in a condominium. Some of these existing neighborhoods may not have existing HOAs and/or budget to add this maintenance.

Second, there may be a levy impact to the change, although it is likely small. Under Wisconsin law, a municipality may be required to reduce its available levy where there is a change in the manner in which the municipality pays for certain "covered services." This negative adjustment is required when a municipality shifts payment for these covered services from the tax levy to a fee-based approach. Specifically, if the municipality gains "revenues that are designated to pay for a covered service that was funded in 2013 by the levy of the political subdivision, the political subdivision shall reduce its levy limit in the

current year by an amount equal to the estimated amount of fee revenue collected for providing the covered service, less any previous reductions made under this subdivision, not to exceed the amount funded in 2013 by the levy of the political subdivision.” Wis. Stat. § 66.0602(2m)(b)2. Covered services under the statute are, with some exceptions, “garbage collection, fire protection, snow plowing, street sweeping, or storm water management.” Wis. Stat. § 66.0602(2m)(b)1. Unfortunately, “snow plowing” is not defined by the statute, so it is unclear whether the term would cover the cost of snow removal on sidewalks. However, even if it did, there would have to be an analysis of how much the Village paid for that out of the levy in 2013 and then take a reduction up to that amount. Given the low priority for this work, my guess is that this is a relatively nominal amount. To the extent that it matters, recall that the statute allows the Village to hold a referendum to avoid the negative levy adjustment by allowing the voters to decide whether to make the change. Given that very few properties have sidewalks currently, there may be broad support for the idea that the Village should not be paying for something that only impacts a small subset of all residents.

Option 2

This option would see the Village continue to provide snow removal in the current locations, but would require new developments with sidewalks to require the adjacent owners to be responsible. The issue discussed above for Option 1 related to the location of some of the sidewalks would be eliminated because new developments would have to account for that responsibility. However, there might be political backlash to this approach that is couched in legal constitutional claims. Those Trustees who have been on the Board long enough will recall the various disputes over the years related to disparate levels of garbage/recycling collection for some developments where a condition of approval was that they provide their own service. The arguments are almost always couched in a constitutional equal protection and/or due process claim—both of which fail.

It is well within the Village’s authority to allocate its tax dollars as it sees fit. Courts have routinely held that a municipality has a legitimate government interest in providing different levels of service to different types of property for economic reasons and, therefore, those differences do not run afoul of the Constitution. See Pheasant Run Condominium Homes Ass’n. v. City of Brookfield, 580 F.Supp. 735, 740 (E.D. Wis. 2008)(Citing Beauclerc Lakes Condominium Ass’n v. City of Jacksonville, 115 F.3d 934, 935 (11th Cir. 1997); Ramsgate Court Townhome Ass’n v. West Chester Borough, 313 F.3d 157, 160 (3d Cir. 2002); and Goldstein v. City of Chicago, 504 F.2d 989, 991 (7th Cir. 1974)). Indeed, there are multiple current examples in the Village to illustrate the point such as sewer/water service, differing levels of fire protection, and the garbage/recycling service mentioned above.

The Pheasant Run case involved an informal policy in the City of Brookfield that required certain developments within the city to maintain their own private roads. The owners

contested that requirement on both constitutional grounds. With respect to the equal protection claims, the Court noted that the form of property ownership is not “suspect” classification. Id. at 739. Nor is there a fundamental right to snow removal or street maintenance. Id. As such, the Court reviewed the policy under the rational basis standard which requires a determination of whether “whether a conceivably rational relationship exists between the distinction in question and a legitimate governmental interest.” Id. In other words, “[g]overnmental action only fails rational basis scrutiny if no sound reason for the action can be hypothesized.” Lauth v. McCollum, 424 F.3d 631, 634 (7th Cir. 2005) (quoting Lamers Dairy, Inc. v. U.S. Dep’t of Agric., 379 F.3d 466, 473 (7th Cir. 2004)). Because conserving tax dollars is a legitimate governmental interest, the Pheasant Run court rejected the equal protection claim.

Similarly, the Court noted that being treated the same as other property owners is not an interest protected by substantive due process. Pheasant Run, 580 F. Supp. at 740. And, because

every unit owner either knew or should have known before purchasing his or her condominium that the development included private roads and that the association bore the responsibility for maintaining them. Owners did not have to purchase units and, having done so, cannot reasonably assert that it is unfair to hold them to their bargains.

Id. at 740-41. Accordingly, the procedural due process claim also failed.

Option 3

This approach eliminates the concern about property access to rear yard sidewalks discussed in Option 1. Beyond that, it retains the same issues and concerns as the other two approaches.

Additional Thoughts

In addition to snow removal, note that the Municipal Code currently provides that the repair or replacement is done by the Village at Village expense. As is illustrated by the attached sample ordinances, some communities charge the cost of repair to the adjacent property owner. This could be considered as well; and would be an option that would not require a negative levy adjustment under the statute.

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: July 2, 2025

PLACEMENT: Action Item

ITEM TITLE: Consideration of the Well 4 Upgrade Design professional services agreement to Baxter & Woodman for an amount not to exceed \$113,540. (ACTION)

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

As part of the 2025 budget, the Water Utility has identified priority projects, including design services for upgrades at Well 4. This rehabilitation project will ensure that the pump, motor, valves and meters are adequately sized to continue efficient operation. This project is prioritized to address critical infrastructure that is aging, where the pump and well casing were installed nearly 20 years ago and are approaching their useful life. The rehabilitation work includes well inspection, replacement of deteriorated equipment and disinfection.

Staff requested proposals from four qualified consultants to complete 4 tasks:

- 1 – Preliminary Design
- 2 - Final Design
- 3 – Bid Assistance
- 4 – Construction Administration.

MSA, Baxter & Woodman and Foth completed site visits. The fees and hours are summarized in the tables below.

Task	MSA		Baxter Woodman	
	Hours	Amount	Hours	Amount
1 Preliminary Design	329	\$54,100	395	\$70,010
2 Final Design	200	\$32,600	71.5	\$13,330
3 Bid Assistance	48	\$8,300	10	\$1,740
4 Construction Administration	338	\$54,400	140	\$28,460
Total	915	\$149,400	616.5	\$113,540

*Foth proposed design study and preliminary design services for 260 hours in the amount of \$49,200, but declined to submit fees for Tasks 2-4 due to schedule and uncertainty of final scope.

**Ruekert & Mielke did not submit a proposal.

The not-to-exceed proposal of \$113,540 is within the \$150,000 approved capital budget. Funding is identified under account 50000000-182480. The schedule for the projects is to complete the bid documents this summer and advertise for bid this winter 2025-2026 with construction in 2026, pending approval of the construction budget.

ATTACHMENT:

1. BW Well 4 Upgrade Proposal

STAFF RECOMMENDATION:

Award of a professional services agreement to Baxter & Woodman for an amount not to exceed \$113,540.

ACTION BY Committee:



Village of Germantown Well #4 Rehabilitation



Submitted by:



May 22, 2025

May 22, 2025

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

Subject: Village of Germantown - Well #4 Rehabilitation

Dear Mr. Mortwedt:

The Village of Germantown is seeking a qualified engineering firm to complete engineering and subsequent inspection services for the rehabilitation of Well #4. Baxter & Woodman is uniquely qualified to perform these services for the Village, backed by our proven experience delivering successful well rehabilitations for Wisconsin communities like Delavan, Paddock Lake, Milton, and Williams Bay. The Village will benefit from our:

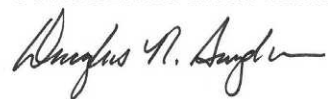
Experienced Staff: Our project team is experienced in performing well rehabilitations in several communities throughout Wisconsin. Project Manager Gary Vogel, PE has completed several well rehabilitations similar in scope to the Village's Well #4.

Seamless Transition: Baxter & Woodman has selected staff that will provide a seamless transition from design into construction. Gary Vogel, PE will perform Project Manager and Construction Administration tasks, and Joe Marchese, PE will perform Project Engineer and Resident Project Representative tasks, providing the Village with efficient and reliable service.

Baxter & Woodman looks forward to supporting the Village with the rehabilitation of Well #4. If you have any questions or need additional information regarding our submittal, please contact Gary Vogel, PE at 262-763-7834 or gvogel@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Douglas R. Snyder, PE
Vice President of Water Resources

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The strength of Baxter & Woodman is our people and our purpose. Building community value with every project we do is the force that drives us, and our fundamental core values are the principles we live by.



Integrity. Act with honesty, integrity, and respect to all



Involvement. Promote a passion for environmental stewardship and community involvement



Success. Strive for success for both our clients and Baxter & Woodman



Ingenuity. Foster a work environment that promotes creativity and ingenuity



Service. Deliver superior client service



Growth. Encourage continued learning and growth in our profession

Firm Overview

Founded in 1946, Baxter & Woodman, Inc. provides consulting engineering and technology services to municipalities, state agencies, county governments, and sanitary districts throughout Wisconsin, Illinois, Florida, and Texas. Dedicated to promoting a sustainable future, our staff of more than 425 talented engineers, surveyors, technicians, and support personnel incorporates innovative techniques along with tried and true processes.

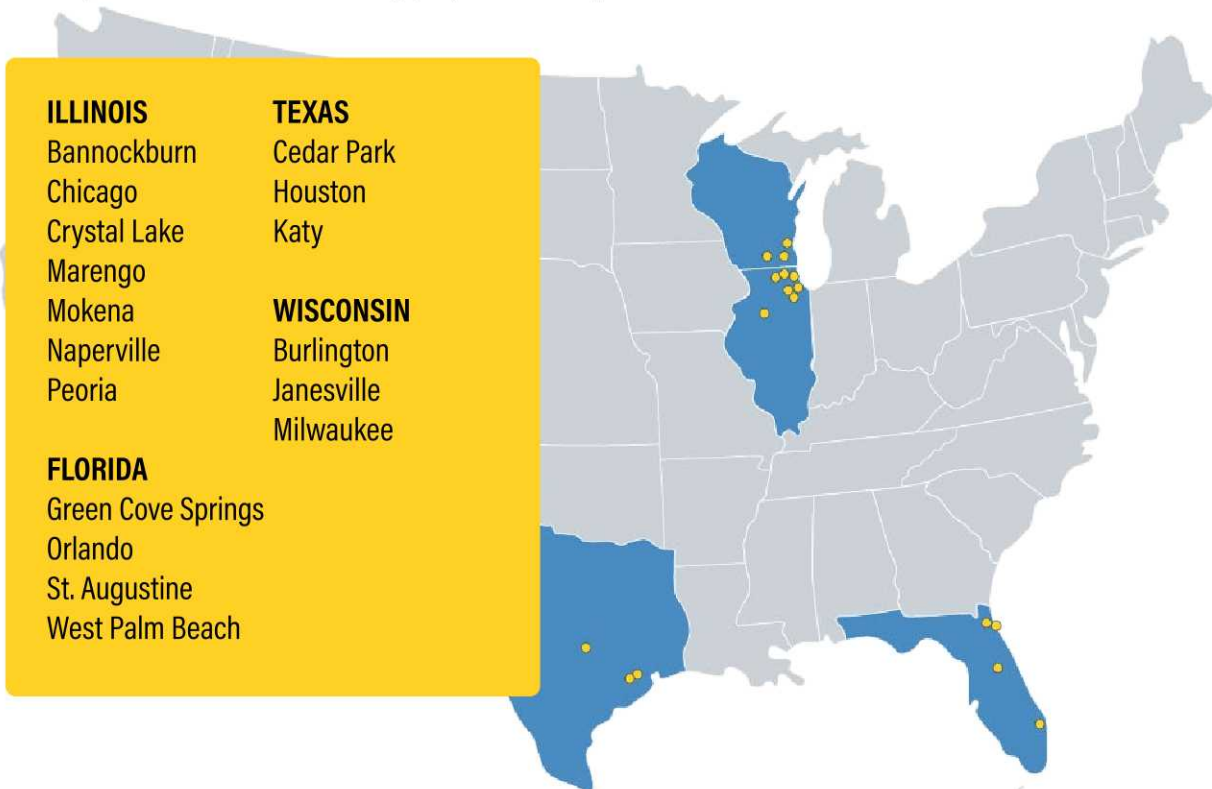
Baxter & Woodman provides planning, design, construction and technology services for water, wastewater, stormwater and transportation facilities for municipalities, counties and state agencies and more. Environmental, geographic information systems (GIS), water and wastewater operations, and advanced technology needs complement the firm's civil engineering expertise. The company has several subsidiaries including ones focused on Natural Resources, Municipal Technology, and Design-Build project delivery.

Baxter & Woodman has achieved the ranking of **#277** on the Engineering News Record list of Top Design Firms in the Country!



Regional Offices

Baxter & Woodman's 17 regional offices provides our clients with local presence and responsive service. Our team offers services that stretch well beyond typical engineering consulting. We are committed to building community value with each and every project we complete.



Services Overview

Baxter & Woodman's staff of 425+ professionals have provided engineering services to more than 500 communities, counties, and sanitary districts during our 79 years of business.

The strength of the Baxter & Woodman team comes from the cohesive and cooperative work effort gained from having expertise in numerous disciplines. We offer a **full range of municipal services** from project inception to construction close-out. All necessary engineering services are provided in-house with the exception of geotechnical engineering.



Project Understanding

The proposed work should generally include the installation of a new standby generator and transfer switch, replacement of the variable frequency drive (VFD), modification of numerous electrical components inside the well, replacement of the incoming standpipe and water main, and installation of a new pre-lube system.

Detailed work to be included in the Project is listed below. We've added additional notes in bold below individual items with comments from our site visit.



Well No. 4

1. Install a new natural gas generator in a sound-attenuating enclosure. Consider a diesel generator if natural gas is not a viable option.
2. Install a new generator receptacle and load bank connection panel mounted outside.
 - a. We will investigate methods for connecting the new permanent generator to a load bank while also providing docking station for connection to a portable generator.**
3. Electrical modifications/devices-update electrical service to 3-PH 4-Wire, new surge protection, replacement CT cabinet and transformer, coordination with WE Energies for new service location and type, upgrade VFD and transfer switch. Assistance from the system integrator is needed for the SCADA panel. Existing PLCs are intended to be reused.
 - a. The new service entrance and CT cabinet will be evaluated for installation inside/outside of the well house based on space availability. The new VFD will be provided with active front end to reduce the harmonics to industry standards. A new lighting panel and transformer will be installed to complete the new power distribution. Existing devices will be re-connected to new power distribution equipment. The existing PLC enclosure will be evaluated for relocation and reuse to reconnect existing devices.**
4. Replace panels and power metering. The meter to be connected to a telemetry panel and monitoring.
 - a. New power monitoring will be installed in/with the new power distribution panelboard.**
5. Install new pre-lube system with a new design.
6. Install new controls to automate pre-lube system.
 - a. Relay Logic will be included within the new VFD enclosure for the pre-lube system to function when the VFD is operated automatically and manually.**
7. Install new electrical gear and existing control panel to be located in a different area so it is not behind piping. The wall behind the piping and the electrical equipment should be clear when the project is completed.
8. Install decorative fence surrounding generator: include access door and lighting.
9. Provide vegetive screening around decorative fence.
10. Construct concrete access drive/path to generator. Generator concrete pad should be located near the well house.
11. Security system upgrades include conduit run for keypad, panel, and four (4) camera boxes with an allowance for equipment.
12. Construct concrete sidewalk to relocated gas and electrical meters, southeast side of the building.
13. Install new eye wash compliant with plumbing code.
 - a. A combination shower/eyewash will likely be required per Code.**
14. Install new Samsung Split system for cooling and heating. Provide cool calculations for proper size.

- Remove and abandon existing outside and inside HVAC air conditioning units and piping.
15. Well Pump Motor Modifications-pull, test, move electrical box 180 degrees, reinstall.
a. The pump and column pipe will be removed and inspected. Component improvements or replacements will be determined once inspected.
 16. Install containment sump pump/force main from the well house to the sanitary system. Cap and abandoned interior drain line to exterior storm pipe reconnecting system to new force main crock.
a. The sump crock and pump shall be installed inside the building if feasible.
 17. Replace leaking standpipe and water main from inside the building to outside the building.
 18. Relocate 1-inch dia. copper water lateral for the park drinking fountain.
a. It may be best to connect the lateral to the new water main so it can remain in service if the well is taken offline for maintenance.
 19. Replace Badger Mag meter with 6" with Siemens or Endress-Hauser.
 20. Demolition and removal of conduits and cabinets are no longer in use.
 21. Site restoration.
 22. Construct a force main sewer/system to contain a chemical spill, that may include a form of neutralizing agent.
 23. Construct a sump for the chemical.
 24. Construct storage for each barrel on top of a grate.
 25. Construct a wall that divides the two chemicals.
 26. Construct a second door.
 27. Re-wire the security alarm.
 28. Re-wire lighting.
 29. Modify ventilation.

Site Visit

We visited the Well No. 4 site on May 13 to review the proposed items of work in the RFP. Through our observations and conversation with the Water Superintendent, we feel there are three items that may require additional consideration that are not specifically identified in the RFP.

1. The Village currently feeds sodium hypochlorite and fluorosilicic acid through the same pipe tap and stores each chemical next to each other in the same room. The DNR representative has not commented about this on past sanitary survey inspections, and it has not been an issue on previous well rehabilitation projects in the Village. However, from our previous experience, the DNR may require separate rooms or at least increased separation of the chemicals.
2. The RFP does not mention the need for Public Service Commission (PSC) approval. However, PSC approval will be required if the total project cost exceeds \$591,000, which is likely.
3. The Water Superintendent mentioned the Village is currently undergoing a continuing property records (CPR) audit which may require some additional accounting of assets at the completion of the project.



Engineering Services Overview

Baxter & Woodman will provide design and construction engineering services as indicated in the RFP including:

- Preliminary Design
- Final Design
- Bidding Assistance
- Construction Services

The following items will be incorporated as requested in the RFP:

1. Provide control interconnection diagrams for new equipment and relocated telemetry control panel.
2. Provide control drawings for modifications to existing control panel.
3. Include onsite inspection and daily logs with GPS points.
4. Allow 8 hours for Reukert Mielke to support programming coordination during design.
5. Deliver an itemized list with a description and cost of the improvements consistent with PSC codes.
6. Reference well #12 project configurations.

Project Schedule

Baxter & Woodman will complete the schedule as outlined in the RFP.

Task	Date
Kickoff Meeting	July 25, 2025
Preliminary Drawings	September 30, 2025
Final Plans, Specifications, and Estimates	November 1, 2025
Open Bids	November 28, 2025
Bid Award	December 3 & 15, 2025
Notice for Contractor to Proceed	December 2025

Project Experience

Baxter & Woodman has ample experience with well and well-house rehabilitation projects. We have provided design and construction services for numerous projects incorporating the rehabilitation of well components, mechanical and electrical components, and aquifer rehabilitation.

City of Milton, WI

Well-House Rehabilitation

Work completed to comply with Water System Master Plan and DNR Sanitary Report requirements included separation of chemical feed into separate rooms, addition of standby generator, installation of transfer switch, replacement of chemical feed equipment, modification of numerous electrical components, and SCADA system upgrades at each location.

Reference: Mark Langer, Director of Public Works, 608-868-6900, mlanger@milton-wi.gov

Completed
2025
Cost
\$1,300,000

City of Jefferson Water Utility, WI

2020 Well-House Improvements

Well No. 3 and Well No. 4 improvements consisted of piping modifications including new chemical injection points and relocated air release, chemical feed equipment replacement including scales and electrical modifications, and minor site work.

Completed
2020
Cost
\$138,000

Village of Williams Bay, WI

Well No. 2

Replace line shaft pumping equipment with submersible equipment including VFD. The wellhead was replaced to allow for future chemical treatments. The screened well was televised, mechanically and chemically cleaned, and pump tested.

Reference: Wayne Edwards, Director of Public Works, 262-245-2707, wedwards@vi.williamsbay.wi.gov

Completed
2025
Cost
\$213,000

Village of Paddock Lake, WI

Water System Improvements

Improvements to the existing well house required innovative design and extensive planning as the existing well house needed to be in service while the new well house was built around it. The two well pumps within the well house building were replaced using staged construction to ensure one well was always online. As a contingency plan, a new 140,000-gallon ground storage reservoir was constructed adjacent to the well house and filled to provide potable water for a short duration in case both wells needed to be taken offline. The project also included electrical upgrades, the addition of a generator, high-service pumping equipment, pressure tanks, and chemical feed modifications.

Reference: Tim Popanda, Village Administrator, 262-843-2713, tpopanda@paddocklake.net

Completed
2020
Cost
\$2,300,000
ACEC Award Winner



Village of Waterford, WI

Well No. 6 Improvements

Drilling a new 1,500-foot-deep sandstone well with a pitless adapter unit, installing well pumping equipment, installation of process piping and metering, SCADA and electrical work, site work including water main installation, asphalt paving, and concrete flatwork, and other miscellaneous items of work.

Reference: Rick Huening, Utilities and Streets Supervisor, 262-534-3980, rhuening@waterfordwi.org

Completed
Project currently in bidding process

Estimated Cost
\$2,200,000

City of Delavan, WI

Central Treatment Facility - Filter Media Replacement

Testing, removal, and disposal of the existing filter media and support gravel from two 10-foot diameter by 44-foot-long horizontal pressure filters, inspection of the interior of the filter vessels, interior coating removal and replacement, furnishing and installation of new filter media and support gravel in the two filters, installation of new air wash piping, disinfection, and start-up.

Completed
2015

Cost
\$170,000

Well No. 6

Rehabilitation of line shaft deep well equipment, replacement of transducer, soft start, check valves, and column pipe. Aquifer rehabilitation is performed by mechanical brushing and chemical treatment.

Completed
2020

Cost
\$120,000

Well No. 3

Submersible pump replacement and aquifer rehabilitation by mechanical brushing and acid treatment to remove biological growth on the screen.

Completed
2022

Cost
\$35,000

Well No. 4

Removal and disposal of existing lineshaft pumping equipment, providing and installing new submersible pumping equipment, including well pump and motor, electrical and piping modifications, and removal of direct drive engine.

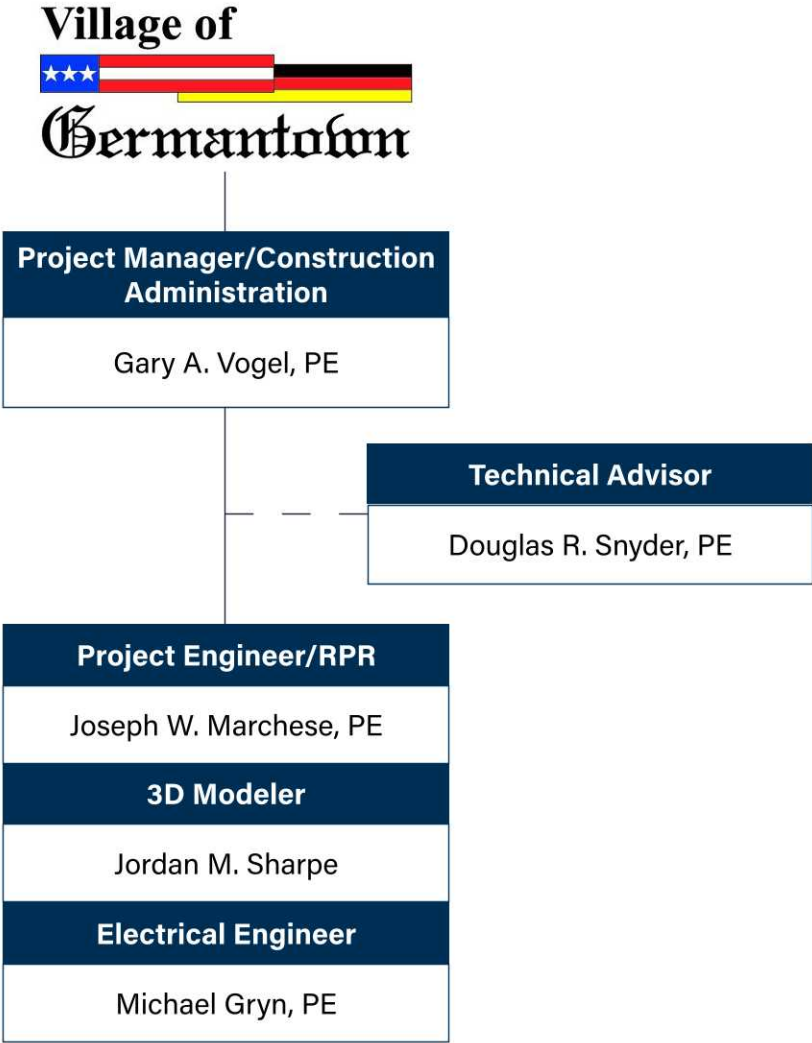
Reference: Mark Wendorf, Public Works Director, 262-728-1891, mwendorf@ci.delavan.wi.us

Completed
2011

Cost
\$33,000

Project Team

Baxter & Woodman is committed to serving the Village of Germantown. We understand the importance of being responsive to your needs, and meeting your budgetary and schedule goals. Resumes for key personnel are included.



Gary A. Vogel, PE

Project Manager/Construction Administration



Joined Firm in 1994

Years of Experience: 31

EDUCATION

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

REGISTRATIONS

Licensed Professional
Engineer: Wisconsin and
Illinois

ASSOCIATIONS

American Public Works
Association

American Water Works
Association



Gary serves as our Wisconsin Water Department Manager, as well as Client Manager and Project Manager for the design and construction of roadways, water main, sanitary sewer, and storm sewers for our municipal clients. He is the point of contact with several client communities, where he oversees the timely delivery of capital improvements work.

REPRESENTATIVE PROJECTS

Delavan, WI

Wells No. 3, 4, 5 and 6

Project Manager for the design and construction of the aquifer rehabilitation and line shaft pump replacement with submersible pump projects for the City. Projects included deep sandstone wells and shallow sand and gravel wells.

Delavan, WI

Central Treatment Facility Filter Media Replacement

Project Manager for the design and construction of the project where the media was replaced in the radium removal filter, including repair of the painted surfaces and internal piping replacement for the City.

Delavan, WI

Woolsey Booster Station Upgrade

Project Manager for the design and construction of the City's pump replacement project. The overall goal of the project was to increase the flow in the system at the northeast corner of the City for current developments and for future developments.

Milton, WI

Well No. 2 Rehabilitation

Project Manager for the design and construction of the total replacement of the existing well house.

Union Grove, WI

TID No. 6 Utility Improvements

Project Manager and Construction Manager for the installation of 2,675 feet of water main and sanitary sewers to service developing properties at the southeast corner of the Village. The location of the sanitary sewer was in an easement along agricultural land and required DNR wetland permitting.

Douglas R. Snyder, PE

Technical Advisor



Joined Firm in 2001

Years of Experience: 37

EDUCATION

M.S., Civil Engineering
Marquette University, 1995

B.S., Civil Engineering,
University of Wisconsin -
Platteville, 1988

REGISTRATIONS

Licensed Professional
Engineer: Wisconsin and
Illinois

Certified Wisconsin
Wastewater Operator -
Advanced Grade:
Phosphorus Removal
Activated Sludge
Disinfection
Laboratory

Certified Wisconsin Water
Operator - Grade 1
Distribution
Groundwater
Iron Removal
Zeolite Softening

ASSOCIATIONS

American Society of Civil
Engineers (ASCE)



Doug is one of our senior engineers who provides engineering services to those municipalities that do not have their own full-time staff engineer. He also serves as the technical lead on larger projects managed by others. He has a broad technical background and can manage most aspects of projects. His areas of expertise are water and wastewater system planning and design, construction, and operation. He also performs building design and structural studies for the projects he manages. He works directly with the public governing bodies and their administration with monthly reports, necessary planning reports, plan reviews, yearly budgeting, and capital improvements planning; much of the work requires immediate attention with tight deadlines.

REPRESENTATIVE PROJECTS

Delavan, WI

Well No. 5 Water Treatment Facility Improvements

Construction Engineer for water treatment facility repair and rehabilitation to the City's Well No. 5 Water Treatment Facility including aeration, filtration, and chemical feed.

Paddock Lake, WI

Water Supply Well Nos. 3 and 4

Project Manager for the planning, search, design, and future construction of two sand and gravel wells with buildings. The search included geophysical testing to locate the bedrock and the sand and gravel formation, and test borings to determine the hydraulic properties and the water quality from the sand and gravel formations.

Waterford, WI

Water Treatment Plant Study and Water Service to Rochester

Project Manager for evaluation of Village's long-term water supply needs and recommended needed modifications to the existing facility to prevent issues experienced providing water during the previous drought months. Baxter & Woodman's services included:

- An evaluation of the water usage and peak water needs for the Village
- Development of a detailed computer model of the distribution system calibrated with fire flow tests
- Development of a planning report suitable for construction authorization approval from the WPSC
- Development of a feasibility study to provide water service to Rochester
- Site investigation and permitting for Well No. 6

Joseph W. Marchese, PE

Project Engineer/RPR



Joined Firm in 2007

Years of Experience: 24

EDUCATION

B.S., Civil Engineering
University of Wisconsin-
Madison, 2001

REGISTRATIONS

Licensed Professional
Engineer: Wisconsin

ASSOCIATIONS

Wisconsin Wastewater
Operators Association

American Water Works
Association



Joe has over 24 years of water and wastewater engineering experience. He has assisted with the planning and design of water treatment facilities, wastewater treatment plants, lift stations, and water supply wells and well houses. He has prepared planning and facility studies and made recommendations for improvements.

REPRESENTATIVE PROJECTS

Delavan, WI

Central Treatment Plant Filter Media Replacement

Design Engineer for rehabilitation of two dual-media horizontal pressure filters. The project included filter media replacement, cleaning and recoating the interior of the tanks, and replacement of the internal components.

Paddock Lake, WI

Water System Improvements

Project Engineer for the planning and design of improvements to the water system to replace outdated facilities, improve water system reliability, provide fire protection, expand the system and allow for future growth, and address compliance, maintenance, and operational concerns. The project included well rehabilitation, pumping station upgrades, ground storage reservoir, and chemical feed equipment.

Milton, WI

Wellhouse Improvements

Design Engineer of water system improvements to bring wellhouse chemical feed systems into compliance with WDNR requirements.

Jefferson, WI

Wellhouse and Elevated Tank Improvements

Design Engineer of water system improvements to bring wellhouse chemical feed, piping, and elevated tank into compliance with WDNR requirements.

Williams Bay, WI

Improvements to Water Treatment Facility

Design assistance for improvements to the existing water treatment facility including pumping equipment design, piping modifications, chemical feed equipment, aerator replacement, filter media replacement, electrical and HVAC upgrades, building improvements, and site work.

Jordan M. Sharpe

3D Modeler



Joined Firm in 2021

Years of Experience: 5

EDUCATION

A.S., Architectural-Structural
Engineering Tech, Gateway
Technical College, 2021

SKILLS

Revit 2024
AutoCAD Civil 3D 2022
Bluebeam Revu



Jordan has intermediate to advanced experience with REVIT and AutoCAD Civil 3D. She is responsible for creating 3D Revit models and utilizing Civil 3D to produce design and construction drawings for lift stations, well houses, water treatment facilities, wastewater treatment facilities, water main, sanitary sewer, and paving projects.

She has assisted engineering staff with projects in Civil 3D while using pipe and pressure networks for plan and profiles, along with cut/fill surface calculations. She has experience in multiple phases of projects, from concept plans, bidding, change orders, construction, inspection, and construction record drawings.

REPRESENTATIVE PROJECTS

Paddock Lake, WI

2024 Water Main Replacements

CAD Technician and assisting with design and permits for the replacement of water main, water services, and pavement. This project included WisDOT plan and profile sheets and using pressure networks.

Milton, WI

2023 Wellhouse Upgrades

Revit Designer and CAD Technician for the upgrades to existing Well No. 4, Well No. 5, and Well No. 6. This project included a site plan, demolition plans, mechanical plans, HVAC plans, and multiple schematics.

Delavan Lake Sanitary District, Town of Delavan, WI

Lift Station No. 7 Replacement

Revit and CAD Technician for Lift Station No. 7 Replacement. This project includes a site plan with grading, demolition plan and section, structural plans and sections, mechanical plans and sections, and force main plan and profile. Assisted with electrical drafting.

Williams Bay, WI

Improvements to Water Treatment Facility

Revit and CAD Technician for the improvements to the water treatment facility including piping and pump replacements, new piping, chemical room addition, HVAC upgrades, chemical injection and sampling, site water main replacement, door and window replacement, roof replacement, and new pavement.

Williams Bay, WI

Well No. 2 Pump Replacement

Revit Designer for the replacement of Well No. 2's pump, piping, meter, and valves inside of an existing structure.

Michael Gryn, PE

Electrical Engineer



Joined Firm in 2017

Years of Experience: 25

EDUCATION

M.B.A. Strategy, Execution, and Valuation, DePaul University - Charles H. Kellstadt Graduate School of Business, Chicago, IL, 2008

B.S. Electrical Engineering, Purdue University, West Lafayette, IN, 2002

REGISTRATIONS

Licensed Professional Engineer: Illinois

LEED Associated Professional

ASSOCIATIONS

Consulting Electrical Engineers - President 2014-2016, Board Member since 2007

Chicago Safety & Sustainability Conference Planning Committee - Member since 2008

Consulting Electrical Engineers Young Professionals (CEEYP) - Founder 2013



Mike brings a wealth of electrical and automation engineering experience in the water industry. He has been responsible for electrical and instrumentation designs for many project types including designs for both small and very large plant expansions as well as new plant and pumping station facilities.

REPRESENTATIVE PROJECTS

Paddock Lake, WI

Water System Improvements

Electrical Engineer for the automation of a new wellhouse and a new well pumping station. Areas to improve operation with automatic controls on pumping and chemical addition were identified. The two pump stations will leverage the existing cellular network connection at the wastewater treatment plant to view the remote well sites to improve operation and maintenance during off hours.

West Allis, WI

Water System Reservoir and Booster Station Evaluation

Electrical Engineer for the automation evaluation of existing reservoir and booster pump stations for the City located near Milwaukee. The evaluation consisted of site surveys, as well as interviews with staff to assess the remaining useful life of all the equipment at the booster stations. Included were the connection of the public WiFi, which uses water system sites for access points, and repeaters. The evaluation report recommended a method for secure internet connections for remote access to the pump stations. Automation and controller improvements were suggested for redundancy, robustness, and reliability, along with providing additional functionality to support the process improvements dictated by other disciplines.

Cost Proposal

Our engineering fee for the stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs which in total will not exceed **\$113,540**.

TASK	PERSONNEL	HOURS	RATE	TOTAL
PRELIMINARY DESIGN				
Project Management	Engineer VII	4	\$260	\$1,040
				\$1,040
SCADA Coordination	Engineer V	8	\$195	\$1,560
				\$1,560
Project Meetings	Engineer VII	2	\$260	\$520
	Engineer V	6	\$195	\$1,170
				\$1,690
Topographic Survey	Surveyor	2	\$170	\$340
	Survey Tech II	12	\$125	\$1,500
	CADD Tech III	8	\$120	\$960
				\$2,800
Plan Preparation	Engineer VII	4	\$260	\$1,040
	Engineer V (CIVIL)	118	\$195	\$23,010
	Engineer V (ELECTRICAL)	98	\$195	\$19,110
	Engineer V (STRUCTURAL)	4	\$195	\$780
	CADD Tech II	80	\$120	\$9,600
				\$53,540
Specifications	Engineer VII	2	\$260	\$520
	Engineer V (CIVIL)	10	\$195	\$1,950
	Engineer V (ELECTRICAL)	22	\$195	\$4,290
	Admin Support III	6	\$100	\$600
				\$7,360
Cost Estimate	Engineer VII	1	\$260	\$260
	Engineer V	8	\$195	\$1,560
				\$1,820
			Expenses	\$200
			PRELIMINARY DESIGN TOTAL	\$70,010

Revised 06/11/2025

TASK	PERSONNEL	HOURS	RATE	TOTAL
FINAL PLANS AND SPECIFICATIONS				
Plan Preparation	Engineer V	8	\$195	\$1,560
	CADD Tech II	8	\$135	\$1,080
				\$2,640
Specifications	Engineer V	4	\$195	\$780
	Admin Support III	2	\$100	\$200
				\$980
Cost Estimate	Engineer V	2	\$195	\$390
				\$390
QA/QC	Engineer VII	6	\$260	\$1,560
				\$1,560
Agency Submittal (DNR and PSC)	Engineer V	38	\$195	\$7,410
	Admin Support III	3.5	\$100	\$350
				\$7,760
			FINAL DESIGN TOTAL	\$13,330

TASK	PERSONNEL	HOURS	RATE	TOTAL
BID ASSISTANCE				
Bidding Assistance	Engineer VII	2	\$260	\$520
	Engineer III	4	\$205	\$820
	Admin Support III	4	\$100	\$400
				\$1,740
			BIDDING ASSISTANCE TOTAL	\$1,740

TASK	PERSONNEL	HOURS	RATE	TOTAL
CONSTRUCTION SERVICES				
Construction Administration	Engineer VII	16	\$260	\$4,160
	Engineer V	8	\$195	\$1,560
	Admin Support III	4	\$100	\$400
				\$6,120
Construction Observation	Engineer V (CIVIL)	80	195	\$15,600
	Engineer V (ELECTRICAL)	24	195	\$4,680
	Engineer V (RM COORD.)	8	195	\$1,560
				\$21,840
			Expenses	\$500
			CONSTRUCTION SERVICES TOTAL	\$28,460
			PROJECT GRAND TOTAL	\$113,540

Revised 06/11/2025

Standard Terms and Conditions



Standard Terms and Conditions

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("Baxter & Woodman"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide Baxter & Woodman with all criteria and full information for the "Project," which is generally otherwise identified in the Letter Proposal. Baxter & Woodman will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to Baxter & Woodman. Baxter & Woodman and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services – The agreed upon services shall be completed within a reasonable amount of time. If Baxter & Woodman is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, Baxter & Woodman's work shall be extended and the rates and amounts of Baxter & Woodman's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments – The fees to perform the proposed scope of services constitutes Baxter & Woodman's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. Baxter & Woodman invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Wisconsin Prompt Payment Law (s. 16.528 and 16.53 (2) (11)).

Opinion of Probable Construction Costs – Baxter & Woodman's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that Baxter & Woodman has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. Baxter & Woodman cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Baxter & Woodman's opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by Baxter & Woodman will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. Baxter & Woodman makes no warranties, express or implied, in connection with its services; (2) Baxter & Woodman shall be responsible for the technical accuracy of its services and documents; (3) Baxter & Woodman shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) Baxter & Woodman may employ such sub-consultants as Baxter & Woodman deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) Baxter & Woodman shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) Baxter & Woodman neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Baxter & Woodman is not acting as a municipal advisor as defined by the Dodd-Frank Act. Baxter & Woodman shall not provide advice or have any responsibility for municipal financial products or securities; (8) Baxter & Woodman is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by Baxter & Woodman shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that Baxter & Woodman's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Baxter & Woodman's consideration of a component does not constitute acceptance of the assembled item; (10) Baxter & Woodman's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, Baxter & Woodman will become generally familiar with observable completed work. If Baxter & Woodman observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate
General Liability:	\$1 million per claim \$2 million aggregate	Professional Liability:	\$5 million per claim \$10 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will Baxter & Woodman's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the policy limits of the applicable insurance policy called for under this Agreement.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, Baxter & Woodman shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages (“Losses”) arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with Baxter & Woodman’s, or its officers, directors, employees, consultants, or agents, negligent act or omission, willful misconduct, or breach of this Agreement; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless Baxter & Woodman and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, 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 Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner’s, or Owner’s officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and Baxter & Woodman waive against each other, and the other’s employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the Baxter & Woodman and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) **Nothing contained within this Agreement is intended to be a waiver or estoppel of the Owner, 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 Owner 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.**

Termination – Either party may terminate this Agreement upon ten (10) business days’ written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay Baxter & Woodman, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All Baxter & Woodman documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Baxter & Woodman to Owner pursuant to this Agreement) are instruments of service and Baxter & Woodman retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by Baxter & Woodman or its consultant. Electronic format of Baxter & Woodman’s design documents may differ from the printed version and Baxter & Woodman bears no liability for errors, omissions or discrepancies. Reuse of Baxter & Woodman’s design documents is prohibited, and Owner shall defend and indemnify Baxter & Woodman from all claims, damages, losses and expenses, including attorney’s fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in Baxter & Woodman’s document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Baxter & Woodman to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and Baxter & Woodman and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Baxter & Woodman, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party’s non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: July 2, 2025

PLACEMENT: Action Item

ITEM TITLE: Consideration of NR854 Water Supply Service Area Plan development to Foth for an amount not to exceed \$29,500.
(ACTION)

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

Wisconsin Statutes Chapter NR 854 introduced a new mandate for water utilities. The regulation went into effect in July 2024. It requires that utilities have a water supply service area plan in place by December 31, 2025. In the attached PDF of the chapter, key sections are highlighted that outline the requirements of the plan. The proposal from Foth makes sense because they have done similar planning activities for Germantown in the past and have the greatest knowledge of our utility. With award of this work in July the plan can be completed by the deadline.

ATTACHMENT:

1. nr854
2. Germantown WI_NR854 WSSAP_AGR_Foth_July 2 2025

STAFF RECOMMENDATION:

Award of NR854 Water Supply Service Area Plan development to Foth for an amount not to exceed \$29,500.

ACTION BY Committee:

Chapter NR 854

WATER SUPPLY SERVICE AREA PLANS

NR 854.01	Purpose.	NR 854.08	Public participation process for persons developing a water supply service area plan.
NR 854.02	Applicability.	NR 854.09	Public notice and comment for plans submitted to the department for approval.
NR 854.03	Definitions.	NR 854.10	Revisions and department reconsideration of an approved water supply service area plan.
NR 854.04	Persons required to prepare a plan.	NR 854.11	Open records requests.
NR 854.05	Content of a water supply service area plan.	NR 854.12	Enforcement.
NR 854.06	Cost–effectiveness analyses of water supply alternatives for plans requiring department approval.		
NR 854.07	Department review and approval process for a water supply service area plan requiring department approval.		

NR 854.01 Purpose. The purpose of this chapter is to establish procedures and requirements for the preparation of water supply service area plans in compliance with the requirements under s. 281.348, Stats., and to establish additional procedures and requirements to ensure that the requirements under ss. 281.343 and 281.346, Stats., are met when department approval of a water supply service area plan is required.

History: CR 23–049; cr. Register June 2024 No. 822, eff. 7–1–24.

NR 854.02 Applicability. This chapter applies to any person who owns or operates a public water supply system that is required to prepare a water supply service area plan under s. NR 854.04.

History: CR 23–049; cr. Register June 2024 No. 822, eff. 7–1–24.

NR 854.03 Definitions. In this chapter:

(1) “Areawide water quality planning agency” means an agency designated by the governor to prepare an areawide water quality management plan under ch. NR 121.

(2) “Consecutive water system” has the meaning specified under s. NR 809.04 (11).

(3) “Cost–effectiveness analysis” has the meaning specified under s. 281.348 (1) (b), Stats.

(4) “Department” means the department of natural resources.

(5) “Diversion” has the meaning specified under s. 281.346 (1) (h), Stats.

(6) “Great Lakes basin” means the watershed of the Great Lakes and the St. Lawrence River upstream from Trois–Rivieres, Quebec, within the jurisdiction of the parties. The boundary of the Great Lakes basin is derived from the subbasin (8–digit) 4th level hydrologic units from the digital Watershed Boundary Dataset for the State of Wisconsin, consisting of geo–referenced digital data and associated attributes created in accordance with the “FGDC Proposal, Version 1.0 – Federal Standards for Delineation of Hydrologic Unit Boundaries 3/01/02.”

Note: A copy of the Great Lakes basin boundary dataset is available as the “Major Basins” layer in the Wisconsin Department of Natural Resources GIS Open Data Portal, available at <https://data-wi-dnr.opendata.arcgis.com>.

(7) “Great Lakes council” has the meaning specified under s. 281.348 (1) (cm), Stats.

(8) “New or increased withdrawal” means a proposal for a new withdrawal or a proposal to increase the amount of a withdrawal over the permitted withdrawal amount that requires department approval under s. 281.346 (4g), (4s), or (5), Stats., for a water use general permit or individual permit.

(9) “Non–revenue water” has the meaning specified under s. PSC 185.85 (1) (c).

(10) “Peak daily withdrawal” means a public water supply system’s highest daily water withdrawal in a year.

(11) “Person” has the meaning specified under s. 281.346 (1) (nm), Stats.

(12) “Planning period” means the period covered by the water supply service area plan.

(13) “Population” means the population of a specified area as shown by the last federal census or by any subsequent population estimate under s. 16.96, Stats.

(14) “Projected growth area” means the area in which the public water supply system anticipates providing water to the public during the period covered by the water supply service area plan.

(15) “Projected water demand” means the total water demand forecasted in the public water supply system’s existing service area, the public water supply system’s projected growth area over the planning period, and any water sold to consecutive water systems.

(16) “Public water supply” has the meaning specified under s. 281.348 (1) (d), Stats.

(17) “Public water supply system” means a physically connected system of treatment, storage, and distribution facilities that distributes public water supply that is treated for human consumption and that is owned by a city, village, county, town, town sanitary district, utility district, public inland lake and rehabilitation district, or municipal water district, joint local water authorities, or a privately owned water utility serving any of these entities.

(18) “Retail customer” means a person who purchases water directly from a public water supply system, except a consecutive water system.

(19) “Schematic” means a diagram that represents the elements of a public water supply system using general locations and graphic symbols rather than scaled maps.

(20) (a) “Source” means an individual location where water is withdrawn from groundwater or surface water.

(b) “Source” may include a well, spring, lake, river, or pond.

(21) “Straddling community” has the meaning specified under s. 281.346 (1) (t), Stats.

(22) “Total resources costs” has the meaning specified under s. 281.348 (1) (e), Stats.

(23) “Water supply service area” means an area in which the public water supply system provides water or may provide water to the public during the planning period covered by the water supply service area plan.

(24) “Water supply service area plan” or “plan” means a document developed in compliance with this chapter.

(25) “Waters of the state” has the meaning specified under s. 281.01 (18), Stats.

(26) “Well” has the meaning specified under s. 281.34 (1) (h), Stats.

(27) “Withdraw” has the meaning specified under s. 281.348 (1) (f), Stats.

(28) "Withdrawal" has the meaning specified under s. 281.348 (1) (g), Stats.

History: CR 23-049: cr. Register June 2024 No. 822, eff. 7-1-24; correction in (17) made under s. 35.17, Stats., Register June 2024.

NR 854.04 Persons required to prepare a plan.

(1) A person owning or operating a public water supply system that serves a population of 10,000 or more, and that withdraws water from the waters of the state, shall prepare a water supply service area plan on or before December 31, 2025.

(2) A person owning or operating a public water supply system that serves or is expected to serve a population of 10,000 or more shall prepare and obtain department approval of a water supply service area plan before the department may issue a general or individual permit under s. 281.346 (4s) and (5), Stats.

(3) A person owning or operating a public water supply system that requests a new or increased diversion of Great Lakes water under s. 281.346 (4), Stats., shall prepare and obtain department approval for a water supply service area plan before the department may grant approval of any new or increased diversion, regardless of the size of the population served by the public water supply system, unless the diversion proposal includes providing water to a straddling community that includes an electronics and information technology manufacturing zone designated under s. 238.396 (1m), Stats.

(4) After December 31, 2025, any person owning or operating a public water supply system that serves a population of less than 10,000 but is expected to serve a population of 10,000 or more in the future shall prepare a water supply service area plan before the date when the public water supply system begins to serve a population of 10,000 or more.

(5) A person owning or operating a public water supply system with a plan that does not require department approval shall review the plan every 5 years and update the plan as needed. A new plan shall be prepared on or before the expiration date of the plan.

(6) A person owning or operating a public water supply system that has an approved water supply service area plan shall submit a new water supply service area plan to the department for approval at least 180 calendar days before the expiration of an approved water supply service area plan.

History: CR 23-049: cr. Register June 2024 No. 822, eff. 7-1-24.

NR 854.05 Content of a water supply service area plan. A person required to prepare a plan under s. NR 854.04 shall prepare a plan that includes all of the following:

(1) **ESTABLISHMENT OF PLANNING PERIOD.** The plan shall identify the planning period covered by the plan. The planning period shall be at least 10 years and no more than 20 years. The plan shall include an expiration date that coincides with the end of the planning period.

(2) **DELINEATION OF THE AREA.** (a) The plan shall delineate the area for which the plan is being prepared, including all areas to which the public water supply system currently serves retail customers and the projected growth area for the system within the planning period under sub. (1). Identifying an area as a projected growth area for planning purposes does not obligate the public water supply system to provide water to the projected growth area.

(b) The water supply service area may be limited as provided under s. 66.0813 (3) (a), Stats.

(c) A plan submitted to the department for approval under s. NR 854.04 (2) or (3) is subject to all of the following requirements:

1. An areawide water quality planning agency may delineate the water supply service area for the public water supply systems within its designated planning area.

2. The plan shall include a map of the water supply service area.

3. If the Great Lakes council approves a diversion area for a public water supply system proposing to make a diversion from the Great Lakes basin under s. 281.346 (4) (e), Stats., that diversion area shall be the delineated water supply service area for the plan.

(3) **DESCRIPTION OF THE PUBLIC WATER SUPPLY SYSTEM.** A plan shall include a description of the public water supply system using schematics, as appropriate. The description shall include all of the following, as applicable:

(a) A description of the existing sources serving the system, including all wells, surface water intakes, and any water purchased from any other water system.

(b) A description of any identified or documented water quality issues relative to existing sources.

(c) An identification of all consecutive water systems currently purchasing water from the public water supply system and all consecutive water systems anticipated to purchase water from the public water supply system during the planning period.

(d) A plan requiring department approval under s. NR 854.04 (2) or (3) shall also include in the description of the public water supply system all of the following, as applicable:

1. A description or schematic identifying the general location of existing water treatment facilities including a description of the type and size of the treatment facilities and related equipment. The description shall also indicate the final disposition of the wastewater and sludge from the treatment processes.

2. A description and schematic of the existing water storage and distribution facilities including, as applicable: the location of water mains; water pressure booster stations; water pressure reducing stations; metering stations; storage reservoirs; and any connections with other water utilities.

3. A map showing the location of the Great Lakes basin in relation to its public water supply facilities.

(4) **DESCRIPTION OF EXISTING SOURCES AND WITHDRAWALS.** (a) The plan shall describe the public water supply system's sources and withdrawals including all of the following:

1. A statement identifying the withdrawals used to supply water to the system.

2. The average daily withdrawal amount for each source in each of the last 10 years preceding the planning period.

3. The maximum withdrawal capacity of each source.

4. For any consecutive water system that purchases a portion of its public water supply, the public water supply system's average daily public water supply obtained from each water supplier for each of the 10 years preceding the planning period.

(b) For a plan requiring department approval under s. NR 854.04 (2) or (3), the plan shall include all of the following:

1. A description of the methods used to measure or estimate the amount of withdrawal and amount of non-revenue water.

2. A description of water quality treatment required or expected to be required relating to existing sources.

(c) For a plan including a diversion, the plan shall include all of the following:

1. A description and schematic of the location and method of return flow to the Great Lakes basin.

2. A table showing the public water supply system's proposed or existing diversion amounts and corresponding return flow amounts.

3. A description of the methods used to measure diversion and return flow amounts.

(5) **DESCRIPTION OF EXISTING WATER USE.** The plan shall describe the existing water use of the public water supply system, including all of the following:

(a) The population and population density of the public water supply system's existing service area.

(b) A table or summary of the number of retail customers purchasing water for residential use, commercial use, industrial use, and public authority use for each year in the 10 years preceding the planning period.

(c) A table or summary of sales of water for residential use, commercial use, industrial use, and public authority use for each year in the 10 years preceding the planning period.

(d) A list of the public water supply system's 10 largest retail customers, other than consecutive water systems, and its water use for each year in the 10 years preceding the planning period.

(e) A table and summary of the sales of water to consecutive water systems for the 10 years preceding the planning period, if applicable.

(6) PROJECTED WATER DEMAND. The plan shall project water demands for the planning period and shall include the projected water demand for the existing service area and proposed growth area of the public water supply system, along with any anticipated sales to consecutive water systems served by the public water supply system. The plan shall include all of the following:

(a) The projected water demand including the projected growth area over the planning period.

(b) A description of the methods used to derive the water demand projections.

(c) Forecasts of the expected population for the projected growth area during the planning period based on population projections for the existing service area and projected growth area and municipally planned population densities. Population projections shall consider department of administration projections made under s. 16.96, Stats., and shall consider any applicable approved regional or areawide water supply plans or regional water needs assessments and other applicable regional water supply information. The plan shall include a description of the methods used to derive the population forecasts.

(d) A summary of projected sales of water to any consecutive water systems, if applicable.

(e) A plan requiring department approval under s. NR 854.04 (2) or (3) shall also include in its projected water demand all of the following:

1. A table showing the projected water demand over the planning period, divided into 5-year increments.

2. A table showing the projection of total annual daily average and total peak daily withdrawal. The table shall include water demand estimates for the existing service area and projected growth area of the public water supply system, categorized by residential use, commercial use, industrial use, and public authority use.

3. An estimate of the non-revenue water associated with the projected water demand over the planning period.

4. An analysis of how the projected water demand is consistent with the public water supply system's past 10 years of water use provided under sub. (5) or a description of how the demand estimate is reasonable based on the purposes for which the demand is forecasted.

5. The projected water use reductions related to the implementation of any of the applicable public water supply system's water conservation alternatives identified under s. NR 854.06 (1) and, if applicable, implementation of the water conservation plan under ch. NR 852.

(7) INVENTORY AND IDENTIFICATION OF THE SOURCES AND QUANTITIES OF WATER SUPPLIES IN THE REGION. A plan shall identify possible water supply alternatives available to the public water supply system, including all of the following:

(a) An inventory of alternative existing groundwater and surface water sources available in the region.

(b) Identification of alternative options for supplying water within the planning area that are approvable under other applica-

ble statutes and rules, and a discussion of the viability and limitations of those options.

(8) PLAN RECOMMENDATIONS. The plan shall include recommendations on how to meet the projected water demand of the public water supply system over the planning period, including all of the following:

(a) An analysis of whether to use existing sources, enlargement of existing sources, development of new sources, or the purchase of new or increased water supply to meet projected water demand described under sub. (6).

(b) A demonstration that the plan effectively utilizes the existing public water supply system, wastewater infrastructure, and water storage, treatment, and distribution facilities, to the extent practicable.

(c) If the plan recommendations include the developments of new sources, enlargement of existing sources, or the purchase of new or increased water supply, the plan shall include all of the following as applicable:

1. A description of the potential water withdrawal facilities, including the number of wells and surface water intakes and general locations and capacity.

2. A description or schematic of any potential public water supply system facilities including the general locations of transmission mains, and any water pressure booster stations, water pressure reducing stations, metering stations, and storage reservoirs needed as a result of new or enlarged water withdrawal facilities.

3. Documentation of a consecutive water system's ability to purchase new or increased water supply over the planning period. Documentation may include a copy of letters or resolutions that provide evidence of support from the public water supply system that will provide water to the consecutive water system.

4. An assessment of potential environmental impacts of carrying out the recommendations of the plan. Factors to consider in evaluating potential environmental impacts may include the following, as applicable:

a. Geologic setting, including regional hydrogeology and any unique geologic formations or conditions.

b. General groundwater or surface water quantity and quality conditions.

c. Analysis of available area aquifer drawdown data.

d. Identification and description of surface water resources.

e. Aquifer drawdown and groundwater quantity and quality conditions as a result of projected groundwater withdrawals.

f. Analysis and summary of any regional hydrogeological studies or assessments and other regional water supply information.

g. Relevant information in other plans listed under sub. (9).

h. Land use trends.

i. Impacts to wetlands.

j. Floodplains.

k. Impacts to environmentally sensitive areas.

5. An assessment of anticipated economic impacts and costs associated with carrying out the recommendations in the plan.

(9) ANALYSIS OF CONSISTENCY WITH OTHER PLANS AND AGREEMENTS. The plan shall include a description and analysis of the plan's consistency with all of the following, as applicable:

(a) Approved comprehensive plans, as defined under s. 66.1001 (1) (a), Stats.

(b) Approved areawide water quality management plans under s. 283.83, Stats., and ch. NR 121.

(c) Existing land use agreements between the person who owns or operates the public water supply system and any city, village, or town included within the projected growth area.

(d) Existing wholesale or retail customer sales agreements between the person who owns or operates the public water supply system and any city, village, or town included within the projected growth area.

(e) Any other existing agreements or approvals obtained from a governing body related to the implementation of the projected growth area.

(10) PUBLIC PARTICIPATION. The plan shall include a description of the public participation process implemented under s. NR 854.08, including a summary of the comments received.

(11) SUBMISSION OF PLAN TO LOCAL GOVERNMENTS. The plan shall include documentation that the plan has been submitted to the governing body of each city, village, and town whose public water supply is addressed by the plan.

(12) PROCEDURES FOR IMPLEMENTING AND UPDATING THE PLAN. The plan shall identify procedures to be used to implement and update the plan and a commitment to using those procedures.

Note: The department advises that the plan uses public service commission data when applicable throughout this section.

History: CR 23-049: cr. Register June 2024 No. 822, eff. 7-1-24; correction in (5) (e), (8) (a) made under s. 35.17, Stats., and correction in (8) (c) 4. g. made under s. 13.92 (4) (b) 7., Stats., Register June 2024 No. 822.

NR 854.06 Cost-effectiveness analyses of water supply alternatives for plans requiring department approval. If department approval is required under s. NR 854.04 (2) or (3), a plan shall include a cost-effectiveness analysis of identified water supply alternatives for meeting the water demand for the planning period. A cost-effectiveness analysis shall include all of the following:

(1) Identification and analysis of potential water supply alternatives, which shall include the sources identified under s. NR 854.05 (7).

(2) A summary of the expected water demand reduction associated with implementing water conservation and efficiency measures as identified in the public water supply system's water conservation plan developed under s. NR 852.07, including a summary of the cost savings as determined under s. NR 852.09 or 852.10.

(3) A description of the sustainability of each water supply alternative in consideration of existing regional water need assessments and the extent to which each alternative identified under s. NR 854.05 (7) is consistent with existing plans under s. NR 854.05 (8).

(4) An evaluation of existing and anticipated costs associated with each water supply alternative identified under s. NR 854.05 (7). Factors to consider in evaluating costs include: construction; operation and maintenance of wells; surface water intakes; treatment plants; chemical feed equipment; pumping facilities; water mains; storage facilities; and purchase of water from a contract supplier.

(5) Conclusions on the identified water supply alternatives and a comparative analysis of the alternatives based on the cost-effectiveness analysis.

History: CR 23-049: cr. Register June 2024 No. 822, eff. 7-1-24; correction in (intro.) made under s. 35.17, Stats., Register June 2024 No. 822.

NR 854.07 Department review and approval process for a water supply service area plan requiring department approval. (1) If department approval is required under s. NR 854.04 (2) or (3), the plan shall be submitted to the department for approval. The department shall issue a written decision on the plan prior to the issuance of any approvals required under s. 281.346 (4), Stats., or permits under s. 281.346 (4s) or (5), Stats.

(2) The department may not approve a water supply service area plan unless all of the following apply:

(a) The diversion or withdrawal proposal that is submitted with the plan meets the requirements under s. 281.346 (4), (4g), (4s), or (5), Stats., or the department finds the plan complies with an

existing approved diversion or withdrawal permit issued under s. 281.346 (4), (4g), (4s), or (5), Stats.

(b) The plan provides for a public water supply system that meets the requirements under this chapter based on a cost-effectiveness analysis of regional and individual water supply and water conservation alternatives under s. NR 854.06.

(c) The plan effectively utilizes existing water supply storage and distribution facilities and wastewater infrastructure to the extent practicable.

(d) The plan is consistent with applicable comprehensive plans as defined under s. 66.1001 (1) (a), Stats.

(e) The projected water demand over the planning period is consistent with the public water supply system's previous 10 years of water use or the department determines the projected water demand is reasonable based on the purposes and uses of the projected water demand.

(f) The plan has undergone the public participation process specified under ss. NR 854.08 and 854.09.

(g) The plan meets the requirements under this chapter.

(3) If a plan includes a new or increased withdrawal from the Great Lakes basin, the department shall specify a withdrawal amount for the public water supply system that is equal to the greatest of the following:

(a) The amount needed for the public water supply system to provide a public water supply in the water supply service area in the plan during the period covered by the plan, as determined using the population and related service projections in the plan.

(b) If the withdrawal is covered by an individual permit issued under s. 281.344 (5) or 281.346 (5), Stats., when the department approves the plan, the withdrawal amount in that permit when the department approves the plan or, if the withdrawal is covered by a general permit issued under s. 281.344 (4s) or 281.346 (4s), Stats., when the department approves the plan, the withdrawal amount for the public water supply system in the database under s. 281.346 (4s) (i), Stats., when the department approves the plan.

(4) If the department determines that a plan does not contain the information specified under ss. NR 854.05 and 854.06 or additional information is necessary for review or approval, the department shall provide the person submitting the plan with written notification of the additional information necessary and allow the applicant to submit additional information or revisions to the plan.

(5) The department shall specify a water supply service area in its approval of a plan. The department may not limit water supply service areas based on jurisdictional boundaries, except as necessary to prevent waters of the Great Lakes basin from being transferred from a county that lies completely or partly within the Great Lakes basin into a county that lies entirely outside the Great Lakes basin, or except where the water supply service area is delineated by a diversion area approved by the Great Lakes council under s. 281.348 (3) (cr), Stats.

(6) The department's approval of a water supply service area plan shall not constitute department approval of the final design of new or enlarged water withdrawal facilities, water supply treatment facilities, or water transmission facilities, including any water pressure booster stations, water pressure reducing stations, or storage reservoirs identified or discussed in the plan. Department approval of new or enlarged facilities shall be obtained in accordance with other applicable statutes and rules.

History: CR 23-049: cr. Register June 2024 No. 822, eff. 7-1-24; correction in (3) (b), (5) made under s. 35.17, Stats., Register June 2024.

NR 854.08 Public participation process for persons developing a water supply service area plan. (1) A person developing a plan, including a plan requiring department approval, shall undertake a public participation process including public notice of the proposed plan, a minimum of one public hearing on the proposed plan, and an opportunity to provide written comment on the proposed plan.

(2) A person who owns or operates the public water supply system shall make the water supply service area plan, any public comments received on the plan, and any approval of the plan available for public inspection.

History: CR 23-049: cr. Register June 2024 No. 822, eff. 7-1-24.

NR 854.09 Public notice and comment for plans submitted to the department for approval.

(1) The department shall satisfy public notice and comment requirements under s. NR 851.72 in its review of a water supply service area plan submitted to the department for approval under s. NR 854.04 (3).

(2) The department shall satisfy public notice and comment requirements under subch. IV of ch. NR 860 in its review of a water supply service area plan submitted to the department for approval under s. NR 854.04 (2).

History: CR 23-049: cr. Register June 2024 No. 822, eff. 7-1-24.

NR 854.10 Revisions and department reconsideration of an approved water supply service area plan.

(1) A person who owns or operates a public water supply system with an approved plan shall submit revisions of the plan to the department for review and approval. The department shall review the revised water supply service area plan and issue a decision on the plan using the process under s. NR 854.07. Proposed plan revisions are subject to the public participation process under ss. NR 854.08 and 854.09. Revisions that require department approval include any of the following:

- (a) Expansion of an approved water supply service area.
- (b) Changes to source.
- (c) Increased projected demand for the water supply area.

(2) A person seeking to revise an approved water supply service area plan that includes a diversion that was approved by the Great Lakes council shall contact the department to discuss the scope of the revision. The person seeking a revision to the plan

shall submit to the department the proposed revision. The department shall work with the applicant to follow regional body and Great Lake council procedures where necessary for review and approval of the revised water supply service area plan.

(3) The department may reconsider an approval of a water supply service area plan or a portion of a water supply service area plan in any of the following situations:

- (a) When necessary to reflect state law or administrative rules or changes to state law or administrative rules.
- (b) When the department finds the plan or portion of the plan conflicts with the department's responsibility to protect, maintain, and improve the quality and management of the waters of the state, ground or surface, public and private.
- (c) When the plan or a portion of the plan is not in the public interest.

History: CR 23-049: cr. Register June 2024 No. 822, eff. 7-1-24.

NR 854.11 Open records requests. The department may consider domestic security concerns when determining whether public records provided to or obtained by the department under this chapter warrant confidential treatment, as allowed under s. 281.346 (3) (cm) and (9) (e), Stats.

History: CR 23-049: cr. Register June 2024 No. 822, eff. 7-1-24; correction made under s. 35.17, Stats., Register June 2024 No. 822.

NR 854.12 Enforcement. (1) Violations of this chapter are enforceable under ch. 281, Stats., and may result in penalties, forfeitures, costs of investigation and prosecution, or orders to abate any nuisance, restore a natural resource, or take or refrain from taking any other action necessary to eliminate or minimize any environmental damage.

(2) The department may withdraw its approval of a plan based on substantial noncompliance with the plan or the requirements under this chapter.

History: CR 23-049: cr. Register June 2024 No. 822, eff. 7-1-24.



AGREEMENT FOR SERVICES

Project Title (the "Project"): NR 854 – Water Supply Service Area Plan (WSSAP) FOTH Project Number: CLIENT Project Number: (If applicable)

This Agreement for Services (hereinafter "Agreement") is made and entered into this 2nd day of July, 2025, by and between FOTH INFRASTRUCTURE & ENVIRONMENT, LLC, (hereinafter "Consultant") and VILLAGE OF GERMANTOWN, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: Village of Germantown Address: N112W17001 Mequon Rd., Germantown, WI 53022 Phone No: 262-250-4700 Email Address: mmortwedt@germantownwi.gov

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

See Exhibit A for deliverables and the detailed scope.

Schedule: Services shall be performed according to the following schedule (if authorization to begin is received no-later than mid-July 2025): Review draft to Village in November 2025. Final draft completed in December 2025.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows: [] Lump-Sum in the amount of \$.00 [] Unit Cost/Time Charges (Standard Rates) [] Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ _____.00 [X] Other as stated here: Billed hourly per standard year rates, see Exhibit B. Estimated Level of Effort for the identified scope: \$27,500 to \$29,500

Notes: This estimate will not be exceeded without the Client's pre-approval in writing. If additional scope is requested and approved by the Client, these efforts will be billed per standard hourly rates per Exhibit B.

Special Conditions (if any): None

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

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

CLIENT CONSULTANT Signed: Name (printed): Title: Date: Signed: Thomas J Ludwig, PE State Operations Director July 2, 2025 Signed: Dale R Broeckert, PE Senior Project Manager July 2, 2025

AGREEMENT FOR SERVICES STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

3.0 Fees and Payment

3.1 Invoice Payment Due - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section. Rates of

Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

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

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

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

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

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

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

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

6.0 Hazardous Materials - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or

patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services, Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

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

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

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

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

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

cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

Background:

NR 854 – Water Supply Service Area Plan (WSSAP) is a new planning-level document required by the DNR. Every community with a water system serving a population over 10,000 must prepare one. This requirement was introduced in late 2024, with a deadline of December 31, 2025. Although communities do not need to submit this document to the DNR for review or approval, it must be completed and meet public participation requirements. Additionally, the document must be posted for public information and viewing.

Given our previous and ongoing work with the water system, we have a strong foundation for portions of the background content, which will create some efficiencies in the document's creation. However, as a public-facing document with specific format and future planning content, there is still a considerable amount of work involved. Creating the document will require close coordination and active participation from the Village, as identified in the scope. Village participation will be critical to the content and accuracy of the document. We will review the specific needs from the Village at the kick-off meeting.

DELIVERABLES

2 hard copies and 1 PDF copy of a 10-year WSSAP completed with the assistance of the Village, based on the requirements of Wisconsin Administrative Code Chapter NR 854 (graphics/data files provided upon request).

SCOPE OF SERVICES

Efforts to be included to complete the 10-year WSSAP:

Water Service Area

- Coordinate and review existing and future water service areas delineated by the Village.
- Create a figure showing water service areas and the proposed land use within the area.

Water Service Area Population

- Coordinate and review population estimates and projections for the service area.
- Develop the water service area population section to be used in the WSSAP.

Existing Water System

- Develop well withdrawal tables from data provided by the Village for the past ten years.
- Identify the maximum withdrawal capacity from each source.
- Create a schematic of existing water facilities.
- Update current existing water system figure.
- Develop the existing sources section to be used in the WSSAP.

Existing Water Quality Issues

- Coordinate and review the description of known water quality issues supplied by the Village.
- Create the existing water quality section in the WSSAP.

Existing Water Use

- Update tables used in previous reports that summarize water use by classification for the past 10 years to be incorporated in the WSSAP.

- Update table used in previous reports that summarize the number of water customers by classification for the past 10 years to be incorporated into the WSSAP.
- Coordinate and review information obtained from the Village for the top 10 water users for the past 10 years and summarize in a table in the WSSAP.
- Update tables used in previous reports that summarize max day water use for the past 10 years and summarize in a section of the WSSAP.
- Update tables used in previous reports that summarize non-accountable water for the past 10 years and summarize in a section of the WSSAP.
- Verify existing average day demands and maximum day demand ratios used in previous reports based on current water use and summarize in a section of the WSSAP.

Basis of Design for Estimating Water Use

- Summarize the basis of design for estimating water use in the WSSAP based on previous reports.

Projected Water Use

- Summarize land use of ultimate service area and pressure zone using GIS information.
- Estimate projected populations in each pressure zone using land use information and dwelling unit densities used in previous reports.
- Calculate projected water use by pressure zone.
- Summarize projected water use in the WSSAP.

Basis of Design for Supply and Storage Analysis

- Summarize basis of design criteria to be used in supply and storage analysis.

Supply and Storage Analysis

- Complete a basic supply and storage analysis for future water service areas.
- Summarize existing supply and storage analysis as part of previous studies and create summary of future supply and storage analysis in WSSAP.

Plan Recommendation

- Determine the required capacity of the supply and storage facility needed in each pressure zone.
- Develop a schematic of the proposed water system.
- Develop a general figure of the proposed water system.
- Perform an assessment of potential environmental impacts including:
 - Supply alternatives
 - Land use trends
 - Impacts to wetlands
 - Floodplains
- Estimated costs.
- Coordinate consistency with other plans.
- Summarize plan recommendations in a section of the WSSAP.

Other

- Complete draft report for internal review.
 - Incorporate comments and complete draft report for the Village's review.
- Coordinate public participation process to gather comments (work does not include development of a public notice, participating in the public hearing, etc.).
- Coordinate and incorporate public comments into the final plan (if applicable and minimal changes are required).
- Distribute final WSSAP

Scope of services and estimated efforts is based on the following Village planned contributions/participation with the WSSAP creation efforts:

Mapping:

- Village to advise on specific mapping lines for estimated 10-year future/growth areas and associated zoning of each future area (included in Village's current Comprehensive Plan).
- Village to advise on specific water demands to be assigned for each individual future zoning area if not identified in previous reports.
- Village to provide access to additional existing GIS database files, and associated shapefiles if necessary, to assist in the efficient creation of mapping.

System Data:

- Village to provide detailed descriptions of background on any water quality issues, 10 years of production/usage data (monthly totals), and describe limitations on withdrawal/production capacities from each source.
- Note: Village may be required to provide EMOR copies (.pdfs) documenting the monthly historical data, if so, Consultant shall compile and organize the pertinent data from the EMOR's into an excel file, so it can be utilized in the WSSAP.

Population Data:

- Village to verify historical population data and share data/methodology for future growth predictions, Village data/methodology to be utilized in the WSSAP (included in Village's current Comprehensive Plan).

Existing Usage Data:

- Data from the PSC is assumed to be readily available for identifying number of retail customers and sales of water (dating 10 years back including 10 largest users). Village to review PSC data compiled by the Consultant and verify general accuracy of data prior to authorizing use in the WSSAP.

Consistency with other Plans and Agreements:

- Village to identify all applicable comprehensive plan(s), water quality management plan(s), or other agreements that may impact the 10-year projected growth area. Village to provide copies of all such plans/agreements to the Consultant with instructions/notes, and potential impacts, to the growth areas. Consultant will utilize the provided items, and incorporate into WSSAP discussion accordingly.

Public Participation:

- Village to advise on the specific plan for the public participation process, which will be described in the WSSAP by the Consultant.

Submission of Plan to Local Governments:

- Village to provide documentation that the WSSAP has been distributed as required, such documentation will be described and included in the WSSAP by the Consultant.

Procedures for Implementation and Updates to the Plan:

- Village to advise on the specific plan for such items, which will be described in the WSSAP by the Consultant.

Not included in Consultant Scope:

- X Creation of base shapefiles for GIS mapping (base files provided by Village or Village's GIS provider).
- X Determination or creation of future growth area boundaries, zoning, or water demands (information provided by Village).
- X Collecting detailed inventory information and historical data of major Village water assets (inventory and monthly EMOR historical data provided by Village).
- X Detailed future population modeling (Village to provide guidance for future zoning and associated population methodology if necessary).
- X Gathering water usage/sales data beyond what the PSC database provides.
- X Attending public participation events.
- X Distribution of WSSAP beyond what is noted under Deliverables.
- X Water modeling or detailed engineered calculations (only basic planning-level water system calculations will be provided, if needed).

If any items identified as not included are found necessary for the Consultant to assist with, the scope will be discussed and estimated separately, and pre-approved by the Village prior to proceeding.

EXHIBIT B

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2025 HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Engineer	\$123 - \$298
Technician	\$92 - \$225
Scientist	\$123 - \$298
Land Surveyor	\$153 - \$253
Planner	\$123 - \$298
Construction Manager	\$153 - \$253
Project Administration	\$65 - \$125

REIMBURSABLE EXPENSES

1. All equipment, field service vehicles, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2025. Rates subject to change annually on January 1.

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: July 2, 2025

PLACEMENT: Action Item

ITEM TITLE: Village Properties and Right-of-Way Beautification Ideas
(DISCUSSION) *and change order authorization to the seal coating contract (ACTION)*

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

The intent of this item is to gather ideas from the Public Works and Highways Committee on beautification projects to be conducted along with the Village Beautification Program being sponsored by the Economic Development Commission. The idea is that the Village should participate in its own program and work to enhance the appeal of Village facilities and the right-of-way.

Examples of ideas to pursue include:

- Increased plantings around Village facilities
- Sealing of Village-owned parking lots
- Flower pots along Mequon Rd similar to Main St.
- Additional street tree plantings

The action item will be to authorize a change order to the seal coating contract with Farner to allow for sealing of the Village Hall and Library parking lots as the first step in the beautification program. The estimated change order amount is \$10,000 - \$15,000. Work will be conducted this summer in coordination with Farner and street sealcoating.

ATTACHMENT:

STAFF RECOMMENDATION:

ACTION BY Committee:

Director's Report - July 2025

Staff Top Projects

Village Engineer

1	2025 Road and sidewalk program construction	Work begin on 6/23. Currently working on Maple and Wagon Trail.
2	High Point Pass	Contracts signed. Construction began 5/29.
3	Rockfield Road construction	Work began on 6/16.

Civil Engineer

1	Division Road Design	Utility coordination, platting, etc.
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Engineering Techs

1	Curbstop and Street Light Locates	Work in coordination with Asset Manager and Interns.
2	Pleasant View - North Phase	Award at 5/7 PWHC
3	Sealcoating Program	Precon meeting held 6/25. Work anticipated in July and Aug.

Asset Manager

1	LCRR Data Review	Additional water meter data being processed for LCRR.
2	New GIS Layers	Creating traffic control, street lighting and road layers.
3	GIS system assessment	VertiGIS discussions. Potential to save money and gain control.

Water Superintendent

1	Well 7 and 2 generator replacement.	Preliminary work. Long lead time on generators.
2	Well 4 Rehab RFP.	Anticipated recommendation at 7/2 PWHC.
3	Tower 1 Emergency Repair	Quotes with repair options being sought by Foth on our behalf.

Wastewater Superintendent

1	Seasonal cleaning	Cleaning underway.
2	Ruekert-Mielke Main St and Old Farm study.	Draft study anticipated at a UAC meeting in July, and August PWHC.
3	Yard waste grinding	Approximately 3 days of grinding material.

Highway, Parks , Buildings & Grounds Superintendent

1	Spring/Summer Work	Sweeping (round 2), Mastic, Router/Tar, broadleaf control, mosquito control at parks, addressing sink holes, catch basins
2	4th of July, Music in the Park	Staff scheduled to work extended hours on and after the 4th of July. Staff also supporting Music in the Park.
3	Brush pick-up	Pick-up wrapping up.

Director's Report - July 2025, cont.

Director

1	Telematics and asset management software demos.	Looking for key integration capabilities.
2	WISDOT SISP Grant	Application submitted. Anticipating award notification by 7/2.
3	Bid Package #4 - DPW Demo	Waiting for drier conditions to pave.
4	GIS UI platform discussions	Working with AM on long term GIS plans.

Richfield IGA Update

ROW acquisition between Freistadt and WSOR progressing.

Work By Other Agencies

ATC Transmission Line - 2025
TC Energy / ANR Pipeline - 2025 - In progress
WISDOT - WIS 167/Mequon Rd - Wasaukee east (in Mequon) Resurfacing - 2025 - In Progress
WISDOT - WIS 145/Fond du Lac - Division Rd Roundabout - 2026
WISDOT - WIS 145/Fond du Lac - Mequon Rd to Brown Deer Rd Resurfacing - 2027
WISDOT - WIS 145/Fond du Lac - Division Road to Pilgrim Rd Resurfacing - 2028
WISDOT - WIS 167/Mequon Rd - I-41 to WIS 145 Resurfacing - 2028
WISDOT - WIS 167/Mequon Rd - Fond du Lac to Wasaukee - 2029

Compliance Milestones

1	PSC CPR - regrouping after meeting with PSC. Bringing report development in-house.
2	DNR Storm Water Pollution Prevention Plan (SWPPP) for new DPW - draft in progress.
3	MS4 Draft Permit Application submitted, working on pond modeling.
4	NR854 Water Supply Service Area Planning - report needed by EOY 2025.
5	LCRR Federal service line inventory violation - Working with DNR. Long process anticipated.

Letters of Credit on File

	Development	Bank	Amount
1	Kinderberg Estates	Lexon Insurance	\$40,000
2	Wrenwood North / Wrenwood LLC	Midland States Bank	\$396,500
3	Murphy/Golden Pet	Cash	\$10,000
4	Heritage Park North	United Casualty and Surety	\$174,375.25
5	Brion Builders/Green Bay Packaging	Cash	\$35,000.00

Director's Report - July 2025, cont.

Department Update

1	Main Street Sidewalk Repairs
2	Wagon Trail construction
3	Maple road mill and overlay
4	Rockfield Rd construction
5	High Point Pass construction
6	Brush pick-up near completion
7	Hilltop Drive damaged from pipeline work. Working through repair with TC Energy.
8	Equipment WG is nearing completion.

Complaint Log - 6/1 - 6/27

Garbage - Missed Recycling	9
Engineering - Misc.	8
Garbage - Damaged Cart	7
Street -Miscellaneous	6
Street - ROW Trimming	6
YW Facility - Miscellaneous	6
Garbage - General Complaint	4
Garbage - RequestNew Cart	4
YW Facility - Hours check/question	4
Engineering - Drainage	3
Other - Brush Pick-up	3
Other - Other Agency	3
Street - Pothole	3
Tree - Damaged Village Tree	3
Engineering - General	2
Engineering - Utility Connection	2
Tree - Branch Down Blocking	2
Tree - Miscellaneous	2
Engineering - Culvert	1
Garbage - Miscellaneous	1
Garbage - Missed Garbage	1
Other - Miscellaneous	1
Other - Other Agency / Private	1
Parks - Miscellaneous	1
Street - Dead Animal	1
Street - Obstruction	1
Tree - Branch Down Not Blocking	1
Water - Break clean-up	1
Water - Color	1
Water - Hydrant	1

Water - Investigate Leak	1
Water - Meter	1
Water - Restoration	1

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