

MEETING: ***AMENDED* REGULAR MEETING OF THE VILLAGE BOARD**

DATE & TIME: **Monday, March 16, 2026 at 7:00 PM**

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

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

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

AGENDA

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE:**
- IV. **PRESIDENT'S REPORT:**
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST / COMMITTEE AND DEPARTMENT REPORTS:**
- VI. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a four (4) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.) Comments that may be injurious to village personnel or other individuals will not be allowed.*
- VII. **CONSENT AGENDA:**
 - A. Meeting Minutes: March 2, 2026 (ACTION)
 - B. Matteo's Mexican Grill One-Time Temporary Outdoor Entertainment Permit for Cinco de Mayo (05/05/2026) (ACTION)
 - C. Producer Full-Service Retail Sales Application: Spirits of Norway Vineyard, LLC dba On Cloud Wine, LLC for Hops & Hounds event on July 10, 2026, at Homestead Hollow County Park (ACTION)
 - D. Contract with Dan Larsen Landscaping for spring tree planting for an amount not to exceed \$27,866.00. (ACTION)
 - E. Purchasing street lighting fixtures from Graybar for an amount not to exceed \$112,226.58. (ACTION)
 - F. Contract with Clark Dietz for Telecom Permit Reviews and Inspection Services as a pass through cost in amount of \$360,000 (ACTION)

- G. Agreements with Fiberoptic Telecommunications Companies (ACTION)
- H. Contract with Ruekert & Mielke to design Main Street Lift Station and Old Farm Lift Station improvements in amount not to exceed \$532,659.00 (ACTION)
Updated Attachment

VIII. UNFINISHED BUSINESS:

- A. A Resolution to adopt an Official Snow and Ice Removal Map as required by the update to Municipal Code 8.02. (ACTION)

IX. PUBLIC HEARINGS:

X. NEW BUSINESS:

- A. A Resolution Establishing a Fee Schedule for Weights & Measures Devices Required Under Section 12.26 of the Municipal Code. (ACTION)
- B. A Resolution Disallowing the Claim of Lance Ambrose (ACTION)
- C. Appointment of Director of Public Works. The Village Board may convene into closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction, and then may reconvene into open session to take such action as it deems appropriate. (ACTION)
- D. Retention bonuses for Certain Key Employees. The Village Board may convene into closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and then may reconvene into open session to take such action as it deems appropriate. (ACTION)

XI. ADJOURNMENT:

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

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 VILLAGE BOARD
DATE AND TIME:	Monday, March 2, 2026 7:00 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

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

Village President Bob Soderberg Called the Village Board meeting to order at 7:08 PM.

II. **ROLL CALL:**

Present: Trustee Robert Warren, Trustee Meg Cutts, Trustee David Baum, Trustee Jan Miller, Trustee Kristen Borst, Trustee Jolene Pieper, Trustee Rick Miller, Trustee Terri Kaminski, Village President Bob Soderberg

Also Present: Village Administrator Steve Kreklow, Village Attorney Brian Sajdak, Village Clerk Donna Ott, Community Development Director Jeff Retzlaff

III. **PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE:**

IV. **PRESIDENT'S REPORT:**

Village President Soderberg shared that the Village's 2024 Annual Comprehensive Financial Report was awarded the Government Finance Officers' Association Certificate of Excellence in Financial Reporting, that Firefighter Craig Rossman (Germantown Fire Department) was presented the Firefighter/EMT of the Year award from VFW Post 9202, and that Sergeant Cody Farnsworth (Germantown Police Department) was recognized by VFW Post 9202 as Officer of the Year. He also welcomed new Police Officer Taylor Weiss to Germantown.

He continued to speak regarding the Germantown Area Chamber of Commerce Candidates Forum on March 11th, and items on tonight's Village Board agenda.

Finally, he read aloud a proclamation recognizing Village Administrator Kreklow and thanking him for his service to the Village of Germantown.

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

Trustee Kaminski announced the upcoming Public Works & Highways Committee

meeting on March 4, 2026, at 5:30 PM.

Trustee Rick Miller announced the upcoming General Government & Finance Committee meeting on March 16, 2026, at 5:30 PM.

Trustee Cutts announced the upcoming Public Safety Committee meeting on April 9, 2026, at 6:00 PM.

Trustee Jan Miller announced the upcoming Economic Development Commission meeting on March 10, 2026, at 6:00 PM, the upcoming Senior Advisory Committee meeting on March 5, 2026, at 1:30 PM, and the upcoming Tree Advisory Board meeting on March 5, 2026, at 5:30 PM.

VI. CITIZEN INPUT: *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a four (4) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.) Comments that may be injurious to village personnel or other individuals will not be allowed.*

Lynne Schauer Bednarz (W156N10121 Pawnee Ct) spoke regarding the Village budget.

Norman Berger (W141N9978 Seven Pines Way) spoke regarding Village garbage pickup.

Melanie Smythe (N140W17938 Cedar Ln) spoke regarding vacant positions and New Business Item F (Retention Bonuses for Certain Department Heads).

Scott Hefle (W159N10514 Old Farm Rd) spoke regarding Unfinished Business Item A (IGA with Washington County Related to a \$750,000 Forgivable Loan to Flamingo Marine).

Charles Krueger (W140N9766 Fond du Lac Ave) spoke regarding additional apartments being built in Germantown.

VII. CONSENT AGENDA:

Motion: Approve as presented

Motioned By: Meg Cutts

Seconded By: Jan Miller

Trustee Baum requested to split the question.

A. Meeting Minutes: February 16, 2026 (ACTION)

On consideration of Item A:

Yes: Robert Warren, Meg Cutts, David Baum, Jan Miller, Kristen Borst, Jolene Pieper, Rick Miller, Terri Kaminski, Bob Soderberg

No: None

Abstain: None

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

B. Approve Contract for Ballfield Fencing (ACTION)

On consideration of Item B:

Yes: Robert Warren, Meg Cutts, Jan Miller, Kristen Borst, Rick Miller, Terri Kaminski, Bob Soderberg

No: David Baum, Jolene Pieper

Abstain: None

Motion Carried by Roll Call Vote (Yes 7, No 2, Abstained 0)

VIII. UNFINISHED BUSINESS:

A. Intergovernmental Agreement with Washington County Related to a \$750,000 forgivable loan to Flamingo Marine. (ACTION)

Village Administrator Kreklow and Christian Tscheschlok of Economic Development Washington County (EDWC) provided details on this item.

Motion: Approve as presented

Motioned By: Jolene Pieper

Seconded By: David Baum

Yes: Robert Warren, Meg Cutts, David Baum, Kristen Borst, Jolene Pieper, Rick Miller, Terri Kaminski, Bob Soderberg

No: Jan Miller

Abstain: None

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

IX. PUBLIC HEARINGS:

X. NEW BUSINESS:

A. Premier Real Estate Management, LLC, Agent for Victory Place, LLC, Property Owner. Ordinance for Rezoning approximately 7 acres from the I: Institutional Zoning District to the Rm-2: Multiple-Family Residential Zoning District for a 48-unit multi-family residential development located on Fond du Lac Avenue and Crimson Road (approximately W140 N9889 Fond du Lac Avenue) in the Victory Center Corridor. (ACTION)

Community Development Director Retzlaff, with Emily McFarland and Joshua Kenitzer, the representatives for Premier Real Estate Management, LLC, provided information for this item.

Motion: Approve as presented

Motioned By: David Baum

Seconded By: Robert Warren

Yes: Robert Warren, David Baum, Rick Miller, Terri Kaminski, Bob Soderberg

No: Meg Cutts, Jan Miller, Kristen Borst, Jolene Pieper

Abstain: None

Motion Carried by Voice Vote (Yes 5, No 4, Abstained 0)

- B. Bradley Jansen, Agent and Prospective Owner for Rao Farms, LLC, Property Owner. Application for a Conditional Use Permit for the "Operation of a Commercial Stable and Horse Boarding Facility" pursuant to Section 17.13(2)(jj) of the Village Zoning Code from property located at N136W21238-21342 Bonniwell Road. (ACTION)

Motion: Approve as presented

Motioned By: Jolene Pieper

Seconded By: David Baum

Yes: Robert Warren, Meg Cutts, David Baum, Jan Miller, Kristen Borst, Jolene Pieper, Rick Miller, Terri Kaminski, Bob Soderberg

No: None

Abstain: None

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

- C. An Ordinance Amending Section 1.379(2) Of The Germantown Municipal Code Relating To The Membership Of The Economic Development Commission. (ACTION)

Motion: Approve as presented

Motioned By: Terri Kaminski

Seconded By: Rick Miller

Yes: Robert Warren, Meg Cutts, Jan Miller, Kristen Borst, Rick Miller, Terri Kaminski, Bob Soderberg

No: David Baum, Jolene Pieper

Abstain: None

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

- D. 4th of July -- Report and Discussion (ACTION)

Motion: Appoint Trustee Jan Miller to head up the 4th of July Committee, with Trustee Kaminski serving in an advisory role

Motioned By: Jolene Pieper

Seconded By: David Baum

Yes: Robert Warren, Meg Cutts, David Baum, Jan Miller, Kristen Borst, Jolene Pieper, Rick Miller, Terri Kaminski, Bob Soderberg

No: None

Abstain: None

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

E. Update on Recruiting for Village Administrator and Director of Public Works.
(ACTION)

Village Administrator Kreklow and Jay Shambeau of Innovative Public Advisors provided information on this item.

Motion: Approve the Village Administrator position description and hiring range

Motioned By: Jolene Pieper

Seconded By: David Baum

Yes: Robert Warren, Meg Cutts, David Baum, Jan Miller, Kristen Borst, Jolene Pieper, Rick Miller, Terri Kaminski, Bob Soderberg

No: None

Abstain: None

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

F. Retention bonuses for Certain Department Heads. The Village Board may convene into closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and then may reconvene into open session to take such action as it deems appropriate. (ACTION)

Motion: Enter into Closed Session at 9:22 PM

Motioned By: David Baum

Seconded By: Jolene Pieper

Yes: Robert Warren, Meg Cutts, David Baum, Jan Miller, Kristen Borst, Jolene Pieper, Rick Miller, Terri Kaminski, Bob Soderberg

No: None

Abstain: None

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

Motion: Return to Open Session at 9:49 PM

Motioned By: Jolene Pieper

Seconded By: David Baum

Yes: Robert Warren, Meg Cutts, David Baum, Jan Miller, Kristen Borst, Jolene Pieper, Rick Miller, Terri Kaminski, Bob Soderberg

No: None

Abstain: None

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

Motion: Direct staff to proceed as discussed in Closed Session with respect to retention bonuses

Motioned By: Jolene Pieper

Seconded By: Terri Kaminski

Yes: Robert Warren, Meg Cutts, Kristen Borst, Jolene Pieper, Rick Miller, Terri Kaminski, Bob Soderberg

No: David Baum, Jan Miller

Abstain: None

Motion Carried by Roll Call Vote (Yes 7, No 2, Abstained 0)

XI. ADJOURNMENT:

Village President Soderberg adjourned the Village Board meeting at 9:50 PM.

From: noreply@civicplus.com
To: [Comments](#)
Subject: Online Form Submittal: Meeting Comment Form for Committees and Village Board
Date: Friday, February 27, 2026 1:27:25 PM

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

Meeting Comment Form for Committees and Village Board

First Name	Matthew
Last Name	Uselding
Address1	3539 S Howell Ave
City	Milwaukee
State	WI
Zip	53207
Email Address	matthew.uselding@outlook.com
(Section Break)	
Which Committee/Commission/Board do you have comments for?	Village Board
What is the date of the meeting?	3/2/2026
For which item do you wish to provide comments?	Item E
What is your opinion of the item?	I am IN FAVOR of the item.
Would you like to speak at the meeting?	No, I do not wish to speak at the meeting. I only want to submit my comments through this form.
Comments	I want to take a moment to share how grateful I am for Administrator Kreklow as he wraps up his time in Germantown and starts his next chapter.

I was 24 years old and finishing grad school when I was hired at the Village of Germantown. I turn 30 next month. Over the past five years, I've had the chance to work side-by-side with Steve as we served this community together. We've worked through tough budgets, big capital projects, staff transitions, and all the daily challenges that come with local government. Through it all, I got to learn from someone who truly knows what he's doing.

Steve has been more than just an Administrator, I'm proud to call him a colleague, a mentor, and a friend. He pushed me to think deeper, communicate better, and stay steady when things weren't easy. He trusted me early on in my career, and that trust meant more than he probably knows. It helped shape my confidence and the kind of leader I'm continuing to become.

What always stood out to me was the respect he has across the profession. I can't tell you how many times at conferences someone would say, "Kreklow is the Administrator down there, right? You're lucky to have him." And they were right, we are.

Our organization is stronger because of him. The culture he built, the team he developed, and the direction he set will last long after his last day here.

I'm incredibly thankful for his mentorship and friendship. I wish him nothing but success in this next chapter. Fox Point is lucky to have him.

Thank you,

Matthew Uselding
Finance Director
Village of Germantown

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Comments](#)
Subject: Online Form Submittal: Meeting Comment Form for Committees and Village Board
Date: Friday, February 27, 2026 6:11:26 PM

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

Meeting Comment Form for Committees and Village Board

First Name	Donna
Last Name	Ott
Address1	N112 W17001 Mequon Rd
City	Germantown
State	WI
Zip	53022
Email Address	dott@germantownwi.gov
(Section Break)	
Which Committee/Commission/Board do you have comments for?	Village Board
What is the date of the meeting?	3/2/2026
For which item do you wish to provide comments?	New Business Item E
What is your opinion of the item?	I am NEITHER in favor or oppose the item.
Would you like to speak at the meeting?	No, I do not wish to speak at the meeting. I only want to submit my comments through this form.
Comments	Administrator Kreklow's leadership within the Village has strengthened not only the daily operations but has also contributed to the morale by staff within the Village, which plays a huge role in employee retention.

Administrator Kreklow's approach and commitment to service truly embodies the organizations values. While I haven't had the privilege of working for and alongside Administrator Kreklow for as long as many other staff members have - I can still say with the same enthusiasm and heart that Administrator Kreklow worked tirelessly and hard to improve residents experiences, create a welcoming village culture, I have been witness to his leadership going far beyond managing daily operations. Steve has been a steady presence that his team has been able to rely on. He is a problem solver who I have only witnessed him approach challenges with calm and clarity. Administrator Kreklow has built internal and external trust, encouraged collaboration, and created an environment where both residents and staff feel supported and valued.

Steve's consistency, patience, collaboration, culture, and professionalism did not go unnoticed.

Through his service as Village Administrator, Steve has built trust and the Germantown community is a direct reflection of his commitment, dedication, care, and integrity.

Thank you Administrator Kreklow for your tireless efforts, open door policy, commitment to unwavering dedication to the constituents, and promoting a work culture that your team can thrive and grow in! I am grateful for your leadership and am proud to have worked alongside you! Wishing you great success in your next chapter! God Bless and "THANK YOU"!

Email not displaying correctly? [View it in your browser.](#)

From: [crb.crb](#)
To: [Comments](#)
Subject: Re: VB MEETING COMMENTS 3-2-26
Date: Monday, March 2, 2026 3:44:59 PM

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

Forgot one item.

That all comments send in need to be read aloud.

Like we said before, we don't know if everyone read all comments send in or not.

The Schneider's

From: crb crb <cash2u@outlook.com>
Sent: Monday, March 2, 2026 3:43 PM
To: Comments <comments@germantownwi.gov>
Subject: VB MEETING COMMENTS 3-2-26

Good evening,

We would like to see the RETENTION BONUSES to be a open meeting.
Since the taxpayers are paying for the increases.
Strongly disagree in giving these bonuses

What is the proper procedure for a item to be submitted for the agenda for a meeting?
Example: RETETNTION BONUSES- NO NAME who submitted it.
It if not done properly then it should not be discuss and or have any action on it.

Tyler Munis due away with. Use Baird system.

ROOFTOPS- homes/condos = more money for the village
Apts/rentals= less money for village, but more
money for developer.

All we hear we need more tax money for the village.
More roof tops equal better business to come to the village.
These are not our words, but the village trustees words.
How many more apts/or rentals do we need in the village?

OLD FLOWER SOURCE & ALL THE OTHER PROPERTIES: A complete list of all expenses from
start to now, how much everything has cost the residents(the landlords).

Including what was paid out to BAILEY COPELAND and all the other companies that have been involved in this issue.

Please get this done, before Mr. Kreklow last day of work in the village of 3-13-26.

Also at every village board, updates on the demo.

If any other fees have come up. Since signing the contract.

Please also included updates from the Police/Fire depts of calls to the property at every board meeting until demo is done.

Example: On 2-27-26 late morning, saw a police car there, but didn't see anything going on.

What are the proper procedures for intergovernmental agreements with Washington County?

Are they written out how things should be done. Example: Flamingo Marine (was this a "closed door meeting" again and or they did it on their own, then almost a year comes before the EDC)

Who will be repaying the \$750,000. back?

The Schneider's

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 16, 2026

PLACEMENT: Action Item

ITEM TITLE: Matteo's Mexican Grill One-Time Temporary Outdoor
Entertainment Permit for Cinco de Mayo (05/05/2026) (ACTION)

SUBMITTED BY: Kasie Miller, Chief Deputy Clerk

SUMMARY EXPLANATION:

Matteo's Mexican Grill, located at W156N11058 Pilgrim Rd, has submitted an application for a One-Time Temporary Outdoor Entertainment Permit for their Cinco de Mayo event, from 10:00AM until 10:00PM. Their temporary patio will be erected before the event, and a 20 ft by 30 ft tent will be used as shelter for the temporary patio for this event only. Five-hundred foot notices were mailed to adjacent property owners on 02/10/2026. The Outdoor Premise Extension to serve alcohol on the noted seating on the sidewalk area and temporary patio was approved on 06/02/2025 for the 2025-2026 licensing year.

Police, Fire, and Community Development Departments have provided approval of this application with recommended contingencies.

ATTACHMENT:

1. Matteos ONE TIME Cinco de Mayo 2026

STAFF RECOMMENDATION:

Approval of the One-Time Temporary Outdoor Entertainment Permit Application for Matteo's Cinco de Mayo event, contingent upon compliance with all provisions of the Zoning Code (Ch. 17) and Building Code (Ch. 14) and obtaining any zoning/building permits where applicable.

ACTION BY COMMITTEE:

Village of



Germantown

N112 W17001 Mequon Road
Germantown, WI 53022

2026 Cinco De Mayo

Permit Year Runs: July 1st until June 30th

OUTDOOR ENTERTAINMENT PERMIT APPLICATION

- Additional permits or approvals may be required by other Departments (sign permits, temporary use permits, building permits, electrical permits, liquor license, etc.). You are responsible for obtaining those permits prior to approval of this application. Contact Community Development at 250-4735 for further information.
- Approved annual permits are valid July 1 – June 30, or upon issuance. Temporary permits are valid during the dates identified on the Permit. If there are any changes to a previously approved permit application, an amended approval will be needed.
- IF YOUR APPLICATION SHOULD BE DENIED BY THE VILLAGE BOARD, THE FEES ARE NON-REFUNDABLE.**

☐	Annual Permit	\$200
☒	Temporary Permit: 1 st and 2 nd Permits within <u>Permit Year</u>	\$0
☐	Temporary Permit – 3 rd Permit and subsequent	\$75
	Total:	0

Applicant Name Karla Cortes Phone Number 262 877 6753 Email _____

Applicant Business Name (if applicable)

Maffros Mexican Grill

Applicant Business Street Address

W156 N11058 Pilgrim Rd

City

Germantown

State

WI

Zip

53022

Describe the area where the outdoor entertainment permit will be utilized, including the property address and a description of the area on the Property to be utilized. You MUST include a detailed, scale drawing of the area with dimensions, locations of speakers, televisions, performance location, and the like.

A 20 by 30 ft heavy-duty tent for tables, chairs. will be serving food and alcohol inside, and performance. Dancers folk Band and Mariachis

Describe the hours of outdoor entertainment. For Temporary Permits, List Dates and Hours of Event. For Annual Permits, List Proposed Days and Hours of outdoor entertainment (e.g., Between June 1 and September 30, Fridays 4pm to 8pm, Saturdays Noon to 9 pm). You MUST include a detailed plan of operation setting forth the dates, hours, location, type and scope of the operation for all outdoor entertainment.

Tent will set up 2nd of May and Remove the 7th of May. only will be using "May 5" from 10 AM to 10 PM.

I hereby certify that the answers on this application are complete, true and correct to the best of my knowledge and belief and

make application for an Outdoor Entertainment Permit in the Village of Germantown, Wisconsin, subject to the provisions and limitations of Wisconsin Statutes and Germantown Municipal Code, and hereby agree to comply with

Karla M. Cortes

04/18/2025

Applicant

Date

For Office Use Only: Date: _____ Initials: _____ Amount Paid: _____ Receipt # _____

Community Development Review: _____ Plan Commission Date (if applicable): _____

Police Chief Date Notified _____ Approve _____ or Deny _____ (Attach basis for denial). Police Chief or Designee: _____ Date: _____

Fire Chief Date Notified _____ Approve _____ or Deny _____ (Attach basis for denial). Fire Chief or Designee: _____ Date: _____

500 foot Notice Mailing date _____ Public Safety Meeting Date _____ Approved/Denied (Circle One)

Village Board Meeting Date _____ Approved/Denied (Circle One) Permit Number: _____ Village Clerk Approval: _____

* Tent placed over the temp patio that takes up the fair spots approved for premise extension 25-26 year

OUTDOOR ENTERTAINMENT PERMIT

POLICY & PROCEDURE

1. An Outdoor Entertainment Permit is required when the following types of entertainment are provided, wholly or in any part, including fixtures, attendees, and sound systems, outside of a fully enclosed permanent structure:
 - a. Amplified or non-amplified music, including live singers, musicians, bands, or orchestras, recorded music, karaoke, juke boxes, live DJ's, background music, radios, and the like.
 - b. Audio-visual broadcasts, including the presentation of live televised events such as a sporting event, television shows, movies and the like.
2. There are two types of outdoor entertainment permits:
 - a. Annual Permit: Allows the permittee to provide outdoor entertainment outside an enclosed structure during specified hours. The permit period is July 1 through June 30, with each year requiring a new permit.
 - b. Temporary Permit: Allows the permittee to provide activities outside an enclosed structure during a specified period or periods for special, limited occurrences.
3. Permit applications must be accompanied by a site plan and a scaled drawing or map showing the location of all speakers, televisions, performance locations, and the like.
4. Permit applications must be accompanied by a detailed plan of operation setting forth the dates, hours, location, type and scope of the operation for all outdoor entertainment activities. A complete plan of operation should include, as applicable: a description of the type of entertainment to be offered, a security plan (including the number of security personnel, how they will be utilized, how they are identified, etc.), a plan to handle control and clearance of the parking lot during hours of operation and at closing time, a plan for unruly patrons, intoxicated patrons, and physical disturbances, a plan of how alcohol sales and consumption will be addressed, a plan for litter and noise complaints, and contact information for an individual to address complaints at times entertainment is ongoing.
5. NO ALCOHOL BEVERAGES shall be served or consumed without appropriate licenses or permits.
6. All applications shall be referred to the Police Chief and Fire Chief for review and recommendation.
7. All property owners within 500 feet of the property to be subject to an Outdoor Entertainment Permit shall be notified of the pendency of application and the date(s), time(s) and location, when the request will be considered by the Public Safety Committee. This shall be done by first class mail, at least 15 days prior to the scheduled meeting.
8. The Public Safety Committee shall review the request, consider the recommendations of the Police and Fire Chiefs, and make a recommendation to the Village Board regarding issuance. The Village Board may impose conditions and restrictions on the permit found to be necessary to minimize the impact of the outdoor entertainment upon surrounding properties including limiting the dates and times of activities and requiring technologically reasonable steps to minimize noise and other impacts.



[red box] seating on sidewalk area

4 car spaces : Temporary patio applied
for in the 4 spaces for ~~order~~ use
30'x20' area, will be disassembled
October 2025.

* Cinco de Mayo 2026 will be tent only
in this area. and patio

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 16, 2026

PLACEMENT: Action Item

ITEM TITLE: Producer Full-Service Retail Sales Application: Spirits of Norway Vineyard, LLC dba On Cloud Wine, LLC for Hops & Hounds event on July 10, 2026, at Homestead Hollow County Park (ACTION)

SUBMITTED BY: Kasie Miller, Chief Deputy Clerk

SUMMARY EXPLANATION:

Effective May 1, 2024, *2023 Wisconsin Act 73* authorizes eligible producers (manufacturers, rectifiers, wineries, and breweries) to make full-service retail sales at their production premises and up to three off-site retail outlets.

Spirits of Norway Vineyard, LLC dba On Cloud Wine, LLC submitted to the Clerk's Office *AB-105 Producer Full-Service Retail Sales Application* and is requesting approval of *Unlimited Transfer Full-Service Retail Outlet* to sell wine at the Hops & Hounds event on July 10, 2026, from 4:00PM-7:30PM at Homestead Hollow County Park. The Village must fill out *Part G* of the application and return to the Applicant prior to the Applicant's submittal to the Wisconsin Department of Revenue's Division of Alcohol Beverages (DAB) for review/approval. For *Part G, Question 1*: we as the municipality are allowed to limit the scope of what the business sells (ex. if they sell beer, wine, and liquor, but we only want them to sell beer, we can limit their offerings.) For *Part G, Question 2*: we as the municipality can limit other activities, such as operating hours. The State DAB conducts the background checks on the applicant and verifies the business is allowed to hold the requested type of license prior to issuance.

The Germantown Police and Fire Departments reviewed the application and recommended approval.

Additionally, the State DAB has provided additional information/faq's to assist municipalities as this form is still relatively new:

What is the difference between a fixed and unlimited transfer full-service retail outlet? Fixed full-service retail outlets may be transferred from one location to another once per year. Unlimited transfer full-service retail outlets may be transferred an unlimited number of times in a year. Only one of a producer's full-service retail outlets may be transferred without limitation on frequency.

Can a municipality limit authorized sales at a full-service retail outlet? Yes, a municipality can limit authorized sales at a full-service retail outlet. Municipalities may limit the scope of alcohol beverages offered for sale by the permittee. Municipal approval of a full-service retail outlet must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses. A municipality may not impose any requirement or restriction in connection with the approval that the municipality does not impose on retail licensees. Some examples of

limitations may be: parking, zoning, or noise ordinance restrictions; not allowing sales of alcohol beverages for off-premises consumption.

Does a producer need licensed operators (bartenders)? Yes. There must be one or more licensed operators in charge of the premises. An operator's license is often called a "bartender's license." Not all bartenders must hold operator's licenses, but there must be at least one licensed operator in charge of the premises. If the premises is large, with several serving areas, bar areas, etc., licensed operators must oversee each distinct area to supervise and direct unlicensed persons who may be selling/serving alcohol beverages.

ATTACHMENT:

1. Spirits of Norway Wine; Hops and Hounds Event 07.10.26_Redacted

STAFF RECOMMENDATION:

ACTION BY COMMITTEE:

Part A: Producer Information

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

SPIRITS OF NORWAY VINEYARD, LLC

2. Business Name or DBA

ON CLOUD WINE, LLC

3. Agent Name

SOLE MEMBER

4. FEIN

454092298

5. Wisconsin Seller's Permit Number

456-1029312080-02

6. Wisconsin Producer Permit Number

315102931208005

7. Producer Type

☐ Brewery☒ Winery☐ Liquor Manufacturer/Rectifier

8. Contact Person's First Name

JOHN

9. Last Name

LARSON

10. M.I.

11. Contact Person's Phone

12. Contact Person's Email

RANDY@SPIRITSOFNORWAYVINEYARD.COM

Part B: Production Quantity

Note: Check appropriate quantity for permit held (see instructions). If you hold more than one producer permit, check the total aggregate quantity produced for each type of permit. Enter the highest quantity produced in any of the last three calendar years.

Brewery

- ☐ Less than 250 barrels
☐ 250 - 2,499 barrels
☐ 2,500 - 7,499 barrels
☐ 7,500 or more barrels

Manufacturer/Rectifier

- ☐ Less than 1,500 liters
☐ 1,500 - 4,999 liters
☐ 5,000 - 34,999 liters
☐ 35,000 or more liters

Winery

- ☐ Less than 1,000 gallons
☒ 1,000 - 4,999 gallons
☐ 5,000 - 24,999 gallons
☐ 25,000 or more gallons

Calendar year:

Quantity:

Calendar year:

Quantity:

Calendar year: 2025

Quantity: 2542 GALLONS

Complete only ONE of Part C, D or E.**Part C: Request for Full-Service Retail Sales at the Production Premises**

1. Start Date

2. Production Premises Address

3. City

4. State

5. Zip Code

6. County

7. Governing Municipality ☐ City ☐ Town ☐ Village
of: _____**Part D: Request for Fixed Full-Service Retail Outlet**1. Are you transferring one fixed full-service retail outlet to a new location? ☐ Yes ☐ No
If yes, complete boxes 2 through 9.

2. Current Outlet Name

3. Current Outlet Premises Address

4. City

5. State

6. Zip Code

7. County

8. Governing Municipality ☐ City ☐ Town ☐ Village
of: _____

9. Premises Phone Number

Continued →

Part D: Request for Fixed Full-Service Retail Outlet (Cont.)			
New Fixed Retail Outlet Information (complete boxes 10 through 23)			
10. Start Date		11. New Outlet Name	
12. New Outlet Premises Address			
13. City		14. State	15. Zip Code
16. County	17. Governing Municipality ☐ City ☐ Town ☐ Village of: _____		18. Premises Phone Number
19. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.			
20. Will you operate a restaurant on the premises? ☐ Yes ☐ No			
21. What alcohol beverages will be offered for sale? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)			
22. What alcohol beverages does the permittee produce? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)			
23. How will customers be served? (check all that apply) ... ☐ Samples ☐ On-premises consumption ☐ Off-premises consumption			

Part E: Request for Unlimited Transfer Full-Service Retail Outlet			
1. Name of Event (if applicable) Hops & Hounds Festival			
2. Dates of Operation (attach a schedule, if necessary) 07/10/2026		3. Hours of Operation 4-7:30 PM	
4. Premises Address N120W19901 Freistad Road			
5. City Germantown		6. State WI	7. Zip Code 53022
8. County WASHINGTON		9. Governing Municipality ☐ City ☐ Town ☒ Village of: GERMANTOWN	
10. Organizer of Event (if not the named applicant) MELISSA PARASK		11. Email and/or Phone Number for Organizer of Event MELISSA.PARASK@WASHCOWISCO.GOV	
12. Organizer Website WASHCOPARKS.COM		13. Event Website VISITWASHINGTONCOUNTY.COM	
14. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. All wine will be stored in a locked truck within the event area. Sales will take place from a popup tent equipped with foldable tables for product display, transactions, and serving wine by the glass for on-site consumption.			
15. On-Site Contact (Last Name, First Name) LARSON, RANDY	16. On-Site Contact Phone (414) 430-5020	17. On-Site Contact Email RANDY@SPIRITSOFNORWAYVINEYARD.COM	
18. Will you operate a restaurant on the premises? ☐ Yes ☒ No			
19. What alcohol beverages will be offered for sale? (check all that apply) ☐ Beer ☒ Wine ☐ Intoxicating Liquor (other than wine)			
20. What alcohol beverages does the permittee produce? (check all that apply) ☐ Beer ☒ Wine ☐ Intoxicating Liquor (other than wine)			
21. How will customers be served? (check all that apply) ... ☐ Samples ☒ On-premises consumption ☐ Off-premises consumption			

Part F: Attestation

Who must sign this application?

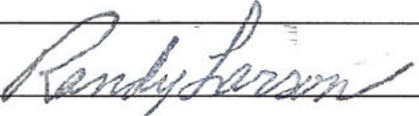
- sole proprietor • general partner of a partnership • corporate officer • member of an LLC

READ CAREFULLY BEFORE SIGNING:

I understand and agree to the following:

- I will not operate this location outside of the dates and times approved by the municipality and Division of Alcohol Beverages.
- I will operate this location according to municipal ordinance and restrictions imposed as a condition of receiving this authorization.
- I will purchase alcohol beverages I do not produce from an authorized source, such as a Wisconsin-permitted wholesaler.
- I will operate this location according to Wisconsin law and administrative regulation including but not limited to: underage restrictions, closing hours, licensed operators, and record keeping requirements.

Further, under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the authorization. Further, I agree that the rights and responsibilities conferred by the authorization, if granted, will not be assigned to another individual or entity. I understand that lack of access to any portion of a premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this authorization. I understand that any authorization issued contrary to Wis. Stats. Chapter 125 shall be void under penalty of Wisconsin law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 		Date 02/10/2026	
Last Name LARSON		First Name JOHN	M.I. R
Title OWNER	Email RANDY@SPIRITSOFNORWAYVINEYARD.COM		Phone 

Part G: For Municipal Use Only (Complete if Requesting Authorization in Part D or E)1. Will the municipality limit the scope of alcohol beverages offered for sale? ☐ Yes ☐ No2. Will the municipality impose any requirements or restrictions for the full-service retail outlet? ☐ Yes ☐ No

3. Describe municipal restrictions indicated in questions 1 or 2 above.

4. Last Name of Municipal Official	5. First Name	6. M.I.
7. Signature of Municipal Official		8. Date
9. Date Application was Filed with Clerk	10. Date Full-Service Retail Outlet Approved by Governing Body	

Form AB-105 Instructions

Producer Full-Service Retail Sales Application

Who may apply for full-service retail sales?

Producer permittees may apply for full-service retail sales on or off the production premises. Producer permittees include brewers, rectifiers, manufacturers, and wineries.

Who qualifies for full-service retail sales?

- A brewery that manufactures a minimum of 250 barrels of fermented malt beverages.
- A manufacturer/rectifier that produces a minimum of 1,500 liters of intoxicating liquor.
- A winery that produces a minimum of 1,000 gallons of wine.

What are full-service retail sales?

Permittees that are granted full-service retail sales privileges may:

- Sell fermented malt beverages and intoxicating liquor at retail for on- or off-premises consumption at their production premises and at one or more off-site full-service retail outlets.
- Provide taste samples of fermented malt beverages and intoxicating liquor.

What are full-service retail outlets?

Full-service retail outlets are authorized locations for full-service retail sales at places other than the permittee's production premises.

What is the difference between a fixed and unlimited transfer full-service retail outlet?

Fixed full-service retail outlets may be transferred from one location to another once per year. Unlimited transfer full-service retail outlets may be transferred an unlimited number of times in a year. Only one of a producer's full-service retail outlets may be transferred without limitation on frequency.

How many full-service retail outlets may I have?

The number of full-service retail outlets a producer qualifies for is determined by alcohol beverage production volume. Producers may have a maximum of three full-service outlets, regardless of the number or type of producer permits they hold.

Who approves full-service retail sales?

Full-service retail sales on the production premises need only be approved by the Division of Alcohol Beverages. Municipalities do not issue licenses for full-service retail sales outlets; however, municipalities must approve of the outlets. The applicant must forward the municipal approval to the Division of Alcohol Beverages for final granting of the authority for sales to commence on the premises.

Can a municipality limit authorized sales at a full-service retail outlet?

Yes, a municipality can limit authorized sales at a full-service retail outlet. Municipalities may limit the scope of alcohol beverages offered for sale by the permittee. Municipal approval of a full-service retail outlet must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses. A municipality may not impose any requirement or restriction in connection with the approval that the municipality does not impose on retail licensees.

How do I fill out Form AB-105 and begin the application process?

Authorizations requested on Form AB-105 must be applied for only one premises in one municipality at a time. To request multiple authorizations, submit a separate Form AB-105 for each location/premises.

Parts A, B, and F: Applicants must complete Parts A, B, and F.

Parts C, D, and E: Complete only one Part. Form AB-105 must be used to request only one authorization at a time.

Example: A producer applicant requesting full-service retail sales authorization on the production premises should complete Parts A, B, C, and F.

Example: A producer applicant requesting a fixed full-service retail outlet should complete Parts A, B, D, and F.

Example: A producer applicant requesting an unlimited transfer full-service retail outlet should complete Parts A, B, E, and F. Producer applicants requesting authorization in Part E must complete one Form AB-105 for each premises. Applicants may use the same Form AB-105 to request authorization for multiple dates and times occurring on the same premises.

Municipal approval is required for authorizations requested in Parts D and E. If a producer is applying for authorization in either of these sections, the completed application must first be submitted to the governing municipality.

After the municipality has granted approval by completing Part G, the applicant should submit AB-105 to the Division of Alcohol Beverages for final approval. If the applicant is only requesting authorization in Part C, the application does not require municipal approval and may be submitted directly to the Division of Alcohol Beverages.

Specific Instructions:

Part A: Producer Information

- Box 1: Enter the legal business name.
- Box 2: Enter the trade name or "doing business as" name, if different than the name in box 1.
- Box 3: Enter the name of the approved agent appointed for your producer permit.
- Box 4: Enter Federal Employer Identification Number (FEIN).
- Box 5: Enter Wisconsin seller's permit number.
- Box 6: Enter the 15-digit Wisconsin Tax Account Number of the permit that these authorizations should be associated with.
- Box 7: Check the corresponding producer permit type.
- Box 8-10: Enter contact person's name.
- Box 11: Enter contact person's phone number.
- Box 12: Enter contact person's email address.

Part B: Production Quantity

- Check the highest cumulative total of alcohol beverages produced in any one of the three preceding calendar years for each specific permit type held.
 - Do not include alcohol beverages produced under a contract production agreement.
- Enter the calendar year in which the highest cumulative total of alcohol beverages produced was met.
- Enter the exact quantity of alcohol beverages produced.
- If an applicant holds more than one type of permit or multiple permits of the same type, the aggregate number of full-service retail outlets that may be established is the maximum number authorized under their permit type, but not exceeding three full-service retail outlets.
 - Under these circumstances, each authorized full-service retail outlet shall serve as the full-service retail outlet associated with each applicable permit, regardless of whether permittee would otherwise be entitled to fewer full-service retail outlets when calculated under their other permit(s).

Part C: Request for Full-Service Retail Sales at the Production Premises

- Authorization under this portion does not require municipal approval. If the applicant is not seeking other retail authorizations on this form, it can be submitted directly to the Division of Alcohol Beverages.
- Box 1: Enter the date that you would like to begin full-service retail sales.
- Box 2-5: List the premises address for the permit identified in Part A, boxes 5 and 6.
- Box 6: Name the county where the production premises is located.
- Box 7: Name the governing municipality where the production premises is located.

Part D: Request for Fixed Full-Service Retail Outlet

- Authorization under this section must be approved by the municipality in which the retail outlet is located prior to submitting to the Division of Alcohol Beverages for final approval.
- Box 1: Check yes if you are applying to transfer a fixed full-service outlet from one location to another. Fixed Full-Service Retail Outlets may be transferred from place-to-place once per year with approval of the municipality that governs the new location.
- Boxes 2-9: Complete these boxes if you checked yes in box 1 to describe the current premises you are applying to transfer.

- Box 10: Enter the date that you would like to open the full-service retail outlet for business.
- Boxes 11-18: Complete these boxes to describe the location of your new premises.
- Box 19: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI 12345 and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000-square-foot building.

- Box 20: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and division approval.
- Box 21: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer or producer group.
- Box 22: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 23: Check all types of service that apply to this full-service retail outlet.
 - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
 - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 18.
 - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 18.

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

- Authorizations under Part E must be for dates of operation where the unlimited transfer location will be located at the same premises in the same municipality. You must use a new Form AB-105 to request authorization for each separate premises, regardless of whether the separate premises are in the same municipality.
- Box 1: If you are requesting authorization to initiate or move your unlimited transfer outlet to a specific event like a farmer's market, festival, or other community event, name it here.
- Box 2: List the requested dates of operation. Attach a schedule or calendar of events, if necessary.
- Box 3: List the requested hours of operation. If no hours are listed, the approving municipality and the Division will assume you are seeking authorization to operate during all hours allowed under Chapter 125, Wis. Stats.
- Box 4-9: Identify the premises address.
- Box 10-13: If you are requesting authorization to move your unlimited transfer outlet to a specific event, provide contact information for the event organizer, if not the named applicant.
- Box 14: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI, 12345, and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000 square foot building.

Example: The premises is the 1,000-square-foot tent within the southwest corner of the parking lot located at XYZ Church at 3456 Main St., Realtown, WI, 12345. All sales and storage of alcohol beverages and records will occur within the 1,000-square-foot tent in the southwest corner of the parking lot.

Example: The premises is located at PDQ Park (7890 Main St., Realtown, WI, 12345). A 5,000-square-foot tent will be constructed in the northeast corner of the park bordering the tree line and northern fence. All alcohol beverage sales and consumption will occur at this tent. Premises includes the adjacent north park office and the space between the tent and the office. Alcohol beverages and records will be securely stored in the north park office for the duration of the event.

- Box 15-17: Provide the name and contact information for a person who will be in control of the premises for the duration of the requested time.
- Box 18: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and Division of Alcohol Beverages approval.
- Box 19: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer under all their permits.
- Box 20: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 21: Check all the types of service that apply to this full-service retail outlet.
 - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
 - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 14.

- Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 14.

Part F: Attestation

- Read the attestation carefully, then sign and date.

Part G: For Municipal Use Only

- Box 1: Check yes or no to indicate if the municipality will limit the scope of alcohol beverages offered for sale at this full-service retail outlet.
- Box 2: Check yes or no to indicate if the municipality will impose other requirements or restrictions on the full-service retail outlet.
- Box 3: Describe any limitations the municipality has placed on the full-service retail outlet as indicated in questions 1 or 2. Some limitations may be: parking, zoning, or noise ordinance restrictions; not allowing sales of alcohol beverages for off-premises consumption.
- Box 4-10: The municipal official completing this part should fill in the information requested.

Completion and Submission of Form AB-105

- The producer applicant should complete Parts A, B, and F completely, and either Part C, D, or E, depending on the type of authorization requested.
- If requesting only a Part C authorization, the application can be submitted directly to the Division of Alcohol Beverages. No municipal approval is required for Part C authorizations.
- If requesting a Part D or E authorization, provide the application to the municipality where the proposed full-service retail outlet will be located.
 - The municipality should complete Part G and return it to the producer applicant.
 - The producer applicant should provide the completed AB-105 to the Division of Alcohol Beverages for final approval.
- Sales of alcohol beverages at full-service retail outlets may not commence until the Division of Alcohol Beverages has provided final approval by way of issuing a printed authorization to the applicant to be posted at the retail premises identified in this application.

After Form AB-105 is completed by the producer and approved by the municipality in Part G, submit the form to the Division of Alcohol Beverages for final approval in one of two ways:

- Email: DORAlcoholPermits@wisconsin.gov
- Mail the form to the following address:
 Wisconsin Department of Revenue
 Division of Alcohol Beverages
 P.O. Box 8934
 Madison, WI 53708-8934

Assistance

This form is designed by the Department of Revenue. If you require assistance with this form, consider reaching out to the Division of Alcohol Beverages for assistance with submission of this application and associated forms.

If you have questions about alcohol beverage laws and regulations, you may contact the Division of Alcohol Beverages using the contact information below.

Website: [DORAlcoholBeverage \(wi.gov\)](http://DORAlcoholBeverage.wi.gov)

Write: DORAlcohol@wisconsin.gov

Call: (608) 266-2526

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 16, 2026

PLACEMENT: Action Item

ITEM TITLE: Contract with Dan Larsen Landscaping for spring tree planting for an amount not to exceed \$27,866.00. (ACTION)

SUBMITTED BY: Scott Anderson, Superintendent

SUMMARY EXPLANATION:

Each year trees around the village are removed for various reasons which include vehicle damage, storm damage and disease. The village currently has an estimated 229 “vacant” planting sites as reflected on our GIS layer. Tree planting was reflected as part of the 2026 Highway Department capital budget in the amount of \$30,000.00. While it would be cost prohibitive to replace every tree at one time, staff works to maintain the urban tree canopy by planting a portion of these vacant sites annually. The proposed planting will be completed in accordance with the Comprehensive Tree Plan, and as reflected in the approved 5-year planting maps. This seasonal planting will focus on the section outlined as “year-3”.

Trees provide significant value to our community, but the most prevalent would be the aesthetic value that can be seen as you travel our roadways and walk in our parks. This year’s project will replace an estimated 90 trees in various areas around the village. The project areas may include main throughfares, around village buildings and in the park system. Again this year, replacement of trees within residential areas is also part of the project scope. Trees planted in residential areas, have been confirmed to be a previous planting site.

Staff has solicited pricing from area contractors and the results are listed below.

Dan Larsen Landscaping, Inc:	\$27,866.00
Property Solutions:	\$29,495.00
ESI LTD:	\$38,786.00
Johnson’s Nursery:	\$41,443.95
Century Landscape:	\$43,885.00
Wendland Nursery:	\$49,775.00
Your Personal Gardner, LLC:	\$95,500.00

ATTACHMENT:

1. g1

STAFF RECOMMENDATION:

Staff recommends contracting with Dan Larsen Landscaping, Inc. to complete the 2026 spring tree planting project in an amount not to exceed \$27,866.00. If approved, funds shall be allocated from the parks department capital account: 40562000-592100.

ACTION BY COMMITTEE:

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

VILLAGE OF GERMANTOWN BID PROPOSAL

I/We hereby agree to furnish to the Village of Germantown all necessary materials, equipment, labor, etc. to complete **TREE PLANTING** in accordance with provisions, instructions, and specifications of the Village of Germantown for the prices as follows:

1. INVITATION TO BID - CONTRACTOR INFORMATION

Company Name: Dan Larsen Landscaping, Inc.

Address: 289 Huntington Drive

City, State, Zip Code: Cedarburg, Wisconsin 53012

Email: larsenkim@wi.rr.com

2. TREE PLANTING Bid Price Table per Specification TREE PLANTING Bid Price Table

Scientific Name	Common Name	Estimated Quantity	Unit Price 2.0" – 2.5" B&B	Extended Amount
Deciduous Trees				
<i>Celtis occidentalis</i> 'Chicagoland'	Chicagoland Hackberry	7	\$292.00	\$2,044.00
<i>Gleditsia triacanthos</i> 'Skycole'	Skyline Honeylocust	4	\$249.00	\$ 996.00
<i>Ginkgo biloba</i> 'Princeton Sentry'	Princeton Sentry Ginkgo	8	\$369.00	\$2,952.00
<i>Gymnocladus dioica</i> 'Espresso'	Espresso Kentucky Coffeetree	7	\$329.00	\$2,303.00
<i>Nyssa sylvatica</i>	Black Tupelo	5	\$292.00	\$1,460.00
<i>Liriodendron tulipifera</i>	Tuliptree / Yellow Poplar	12	\$292.00	\$3,504.00
<i>Ostrya virginiana</i>	Ironwood	8	\$309.00	\$2,472.00
<i>Platanus acerifolia</i> 'Exclamation'	Exclamation London Planetree	6	\$269.00	\$1,614.00
<i>Quercus bicolor</i>	Swamp White Oak	5	\$329.00	\$1,645.00
<i>Quercus x schuettei</i>	Swamp White x Bur Oak Hybrid	7	\$449.00	\$3,143.00
<i>Syringa reticulata</i> 'Ivory Silk'	Ivory Silk Tree Lilac	6	\$289.00	\$1,734.00
<i>Tilia tomentosa</i>	Silver Linden	5	\$252.00	\$1,260.00
<i>Ulmus japonica x wilsoniana</i> 'Morton'	Accolade Elm	6	\$249.00	\$1,494.00
<i>Ulmus</i> 'New Horizon'	New Horizon Elm	5	\$249.00	\$1,245.00

Total Bid (Numeric) \$27,866.00

Total Bid (Script) Twenty seven thousand eight hundred sixty six dollars

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary.

NOTE TO BIDDERS: IF YOU CANNOT SUPPLY THE REQUESTED QUANTITIES, SUBSTITUTIONS MUST BE INCLUDING WITHIN YOUR REPLY

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 16, 2026

PLACEMENT: Action Item

ITEM TITLE: Purchasing street lighting fixtures from Graybar for an amount not to exceed \$112,226.58. (ACTION)

SUBMITTED BY: Scott Anderson, Superintendent

SUMMARY EXPLANATION:

As part of the 2026 Highway Department capital budget, \$114,000.00 was allocated to upgrade street lighting fixtures. The project will replace 134 “cobra” and 81 “shoebox” fixtures along many main throughfares.

The project will greatly reduce staff time spent responding to outages due to recent lamp failures. Increased visibility would also be a safety improvement, especially at major intersections in the project areas. County Line Road, Appleton Avenue, Lannon Road, Pilgrim Road, River Lane and the Maple Road Industrial Park are some of the areas where the project will have the greatest impact.

If approved, the street lighting fixtures will be supplied to the village through a local vendor, Graybar. Graybar has been coordinating this project on behalf village staff with the manufactures representative for both fixtures to be used in the project. The project coordination dates back to the start of the 2026 budget process. Because of this, the manufactures representative provides Graybar with a pricing discount over other potential supply vendors. While staff could solicit pricing from other supply houses, the cost per fixture will not be lower than the price obtained through Graybar. This is because of the manufacture representatives internal controls. Please see the pricing as outlined below.

Graybar Electrical Supply: \$112,226.58

ATTACHMENT:

1. 2001648906_OLSONAX2

STAFF RECOMMENDATION:

Staff recommends purchasing the replacement street lighting fixtures from Graybar in an amount not to exceed \$112,226.58 and to forward this request onto the Village Board with a positive recommendation. If approved, the funds shall be allocated from the Highway Department borrowed capital account: 40562000-594400.

ACTION BY COMMITTEE:

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



650 S 108TH ST
WEST ALLIS WI 53214-1134
Phone: 414-607-7700
Fax: 414-778-1873

To: VILLAGE OF GERMANTOWN
N122 W17177 FOND DU LAC
GERMANTOWN WI 53022
Attn: Scott Anderson
Phone: 262-250-4700
Email: ap@germantownwi.gov
Fax:

Date: 02/20/2026
Project Name:
GB Quote #: 2001648906
Purchase Order Nbr:
Release Nbr:
Additional Ref#:
Revision Nbr:
Valid From: 02/20/2026
Valid To: 03/22/2026
Contact: Andrew Olson
Email: andrew.olson@graybar.com

Proposal

We appreciate your request and take pleasure in responding as follows

Notes:

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	136	HOLOPHANE	ATB0 P304 MVOLT R3 NR		\$410.39	1	\$55,813.04
GB Part#: ATB0 P304 MVOLT R3 NR							
Item Note: * ESTIMATED LEAD TIME 35 BUSINESS DAYS AT TIME OF ORDER * NON- CANCELABLE * NON-RETURNABLE							
200	82	COOPER LTG	USSL-PA2B-74 0-U-T3-SA-BZ -U165762		\$663.00	1	\$54,366.00
GB Part#: USSL-PA2B-740-U-T3-SA-BZ -U165762							
300	82	COOPER LTG	USSL/DIS-FDV		\$24.97	1	\$2,047.54
GB Part#: USSL/DIS-FDV							

Total in USD (Tax not included): \$112,226.58

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To: VILLAGE OF GERMANTOWN
N122 W17177 FOND DU LAC
GERMANTOWN WI 53022
Attn: Scott Anderson

Date: 02/20/2026
Project Name:
GB Quote #: 2001648906

Proposal

We appreciate your request and take pleasure in responding as follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
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Signed:_____

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/suppliers-files/E-J/Graybar/Contract_Documents/EV2370/EV2370_Graybar_MAD_2017_12_20.pdf

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 4, 2026

AGENDA ITEM: New Business

ITEM TITLE: Consultant Services to Review Permit Applications for Fiberoptic Telecommunications Installations and Inspections

SUBMITTED BY: Kevin Driscoll – Village Engineer

SUMMARY EXPLANATION:

In previous Director's Reports the topic of anticipated large scale Fiberoptic Telecommunications installations was identified. One applicant anticipates fiberoptic installation over two miles in the Lone Oaks and Meadow Creek Cross subdivisions. A second applicant anticipates fiberoptic installation beginning with a five-mile ring along Pilgrim Road, Mequon Road and Division Road, then expects to build out and expand from that ring in the future over two years over 100 miles.

Village staff historically have issued permits under the Village of Germantown Code of Ordinance "Section 8.06 - Street Excavations" for utility work in the right-of-way under with a fixed fee per permit application. That fee is typically \$500 for street cut permit, and \$150 for work outside of the roadway. In addition to 8.06, the Village of Germantown Code of Ordinance "Section 8.065 Regulation of Rights of Way" was established following the Telecommunications Act of 1996 to recover costs. It is anticipated that Village staff review and inspection time is anticipated to exceed the \$500 fee per permit, where the amount collected in permit fees may not cover the amount time to review and inspect the proposed Fiberoptic Telecommunications work. In addition, that amount of time would pull staff away from Village Board approved public works projects.

Village have requested proposals from consultant firms with experience in permit reviews and inspection services. Prior to incurring consultant fees, Village staff expect to enter into agreements to be signed by the respective utilities. These agreements with the respective fiberoptic utility applicants are intended for the Village to recover costs per 8.065.

The following firms have submitted proposals:

Firm	Hours	Amount	Rate
raSmith	833	\$120,000	\$144/hr
Ruekert Mielke	1,070	\$165,330	\$154/hr
Sigma	1,980	\$249,600	\$126/hr
Clark Dietz	2,400	\$360,000	\$150/hr
S.E.H.	3,087	\$445,400	\$144/hr

The consultant range of services greatly varies due to the uncertainty and unknown range of services that will be required. R-M and Clark Dietz each have direct experience with similar

fiber optic installations being completed. Staff has contacted references and all references for both the consulting firm, Ruekert Mielke, and the consulting firm Clark Dietz had positive references. The proposals for these two firms with applicable experiences are attached. Staff requested the footages of the fiber optics their project experiences. Ruekert Mielke responded with 1,170 miles of project experience. Staff plans to provide additional information on Clark Dietz at the meeting.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____
Proposals

RECOMMENDATION:

Staff requests a discussion with the Public Works and Highways Committee prior to making a recommendation to the Village Board for entering into a Consultant Contract to Complete Permit Reviews and Site Inspections as a pass through cost with the respective utility company, contingent upon Village Attorney review.

COMMITTEE ACTION:

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

PROFESSIONAL SERVICES AGREEMENT

Telecommunications Permitting Assistance (“Project”)

This Agreement is by and between

Village of Germantown (“Client”)

N112 W17001 Mequon Rd.
Germantown, WI 53022

and

Clark Dietz, Inc. (“Clark Dietz”)

759 N. Milwaukee St
Suite 624
Milwaukee, WI 53202

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in PART I – SERVICES BY CLARK DIETZ and Clark Dietz agrees to perform the Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - IV and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

By: _____

Title: _____

Date: _____

Agreed to by Clark Dietz

By: _____

Title: _____

Date: _____

PART I
SERVICES BY CLARK DIETZ

A. Project Description

Provide Consultant Administrative Permitting and Construction Inspection Services for Telecommunications Permitting per Ordinance Section 8.065.

B. Scope

Scope shall be as detailed in the attached Proposal dated February 27, 2026 and adjusted by the Client as necessary.

C. Schedule

Services are expected to begin Spring 2026 and continue up to 2 years or more, or as agreed upon between Client and Clark Dietz.

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. Detailed scope of services will be as discussed with the Client as part of negotiations with the telecommunications company.
2. Fees are anticipated as shown in the attached Proposal dated February 27, 2026 and will be adjusted accordingly as necessary during negotiations with the Client and the telecommunications company.
3. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the location of the project.
4. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
5. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.

The tasks below can be performed for an additional fee:

1. Preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services;
2. Preparation of assessment roles or schedules;
3. Geotechnical investigations;
4. Processing of Federal permits
5. Contaminated site Phase I or Phase II environmental assessment investigations or remediation activities;
6. Cultural, historic, archaeological, or wetland assessment investigations or remediation activities;
7. Retrieval and procurement of records required pursuant to a Freedom of Information Act request.

The list above is not all-inclusive.

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the Services:

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services.

The Client representative for this Agreement will be Kevin Driscoll, PE, Village Engineer.

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

D. Other

PART III COMPENSATION

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I - SERVICES BY CLARK DIETZ of this Agreement will be at the hourly billing rates shown in the attached Proposal dated February 27, 2026. The total compensation shall include the following:
 - a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz. Clark Dietz will obtain written Client approval before authorizing these services.
 - b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

B. Billing and Payment

2. Timing/Format
 - a. Invoices shall be submitted monthly for Services completed at the time of billing. Invoices shall be considered past due if not paid within 45 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation required by the Client.
 - b. If payment in full is not received by Clark Dietz within 45 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
 - c. If the Client fails to make payments within 45 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
 - d. Client shall make payments to Clark Dietz using one of the following methods:
 - 1) CLARK DIETZ LOCKBOX:
Clark Dietz, Inc.
125 West Church Street
Champaign, IL 61820
 - 2) ELECTRONIC FUNDS/ACH PAYMENT:
Account Name : Clark Dietz, Inc
Bank Name: Hickory Point Bank and Trust
Address: 225 N. Water St.
City/State/Zip: Decatur, Il 62523
Account Number: 3911880
ABA Routing Number: 071124805
 - 3) WIRE TRANSFER (*Wire fees are the responsibility of the sending party)
Bank Name: Hickory Point Bank and Trust
Address: 225 N. Water St.
City/State/Zip: Decatur, Il 62523
ABA/Routing Number: 071124805
Account Title: Clark Dietz, Inc.

Account Address: 125 W. Church St.
City/State/Zip: Champaign, IL 61820-3510
Account Number: 3911880

3. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay increases the cost or time required for Clark Dietz to perform its services, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including expenses and profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Clark Dietz, the Client agrees that all such electronic files are instruments of service of Clark Dietz, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of Clark Dietz. The Client further agrees that Clark Dietz shall have no responsibility or liability to Client or others for any changes made by anyone other than Clark Dietz or for any reuse of the electronic files without the prior written consent of Clark Dietz.

Any changes to the electronic specifications by either the Client or Clark Dietz are subject to review and acceptance by the other party. If Clark Dietz is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants (collectively, Clark Dietz) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Clark Dietz or from any use or reuse of the electronic files without the prior written consent of Clark Dietz.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern.
7. **OPINIONS OF CONSTRUCTION COST.** In providing estimates of probable construction cost, the Client understands that Clark Dietz has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that Clark Dietz's estimates of probable construction costs are made on the basis of Clark Dietz's professional judgment and experience. Clark Dietz makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the estimate of probable construction cost.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **CONSTRUCTION OBSERVATION AND RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the services and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and Clark Dietz, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or an inspection of the Contractor's work but rather are to allow Clark Dietz to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, Clark Dietz will keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work.

Clark Dietz will not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

Clark Dietz will not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. Clark Dietz does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

10. **THIRD PARTY CLAIMS.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Clark Dietz. Clark Dietz's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Clark Dietz because of this Agreement or the performance or nonperformance of services hereunder. The Client and Clark Dietz agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.

13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.

14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and Clark Dietz, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed Clark Dietz's total fee for services rendered on this Project, or \$250,000 , whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

16. **CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither the Client nor Clark Dietz, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Clark Dietz shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

17. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

18. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

19. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

Both parties acknowledge that Clark Dietz's scope of services does not include services related to the presence, identification, abatement or removal of any Hazardous Materials. In the event Clark Dietz or any other person or entity involved in the Project encounters any Hazardous Materials, or should it become known to Clark Dietz that any Hazardous Material may be present on or about the jobsite, Clark Dietz may, at its sole option and without liability for consequential or other damages, suspend performance of its services until the Client identifies, abates and removes the Hazardous Materials and indicates the jobsite is in full compliance with applicable laws and regulations.

The Client agrees to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees, agents and subconsultants from and against any claims, suits, demands, liabilities, losses, damages or costs arising out of or in connection with the detection, presence, handling, removal, abatement, or disposal of any Hazardous Materials, except for the sole negligence or willful misconduct of Clark Dietz.

20. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

21. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants.

22. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

23. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

24. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

25. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

Administrative & Construction Inspection Services for Telecommunications Permitting



Germantown, WI

February 27, 2026



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ClarkDietz

Engineering Quality of Life®

Kevin R. Driscoll, P.E.
Village Engineer
N112 W17001 Mequon Rd.
Germantown, WI 53022
engineering@germantownwi.gov

Re: Consultant Administrative Permitting Services and Construction Inspection Services for
Telecommunications Permitting per Ordinance Section 8.065
CC: Matthew Mortwedt – Director of Public Works, Village of Germantown

Dear Kevin:

Clark Dietz has significant recent experience dealing with broadband fiber installation across Southern Wisconsin and Northern Illinois. In fact, we have most recently developed a process for permit reviews and construction observations within this broad service area with a vetted solution and tracking database to achieve the most efficient result. Enclosed you'll find details on our approach, considerations, and qualifications of our staff and firm to better explain the following pillars of our capabilities.

- **Permit submittal expectations for streamlined workflow.** Our unique approach consists of upfront development with the permittee regarding plan submittals, insurance requirements, public outreach expectations, performance bond requirements, and restoration specifications.
- **Fully customized project tracking.** Our exceptional GIS capabilities allow us to provide an accessible dashboard, fully customized to the needs of the Village, for tracking this widespread and complex undertaking. Graphical visualization of each project area by stage (plan review, layout verification, installation, restoration and completion) is foundational for improved communication and information sharing.
- **Understanding of the importance of protecting Germantown's infrastructure for the future.** Not only is the existing underground infrastructure critical, but the community perception and disruption must be managed during widespread impacts. Setting clear expectations upfront is crucial to controlling the speed of installation and thus minimizing Village resources.

A project of this size can be a major undertaking, and Clark Dietz proposes to act as a partner in achieving long-term success. Having worked with many communities on this type of project, we know what to prepare for: drain on local resources, risk of field conflicts with existing infrastructure, appropriate installation depths to prevent future disruption after the project is complete, frequent resident communication, and necessary assurances regarding restoration. We look forward to your consideration and please contact me with any additional information or discussion.

Sincerely,

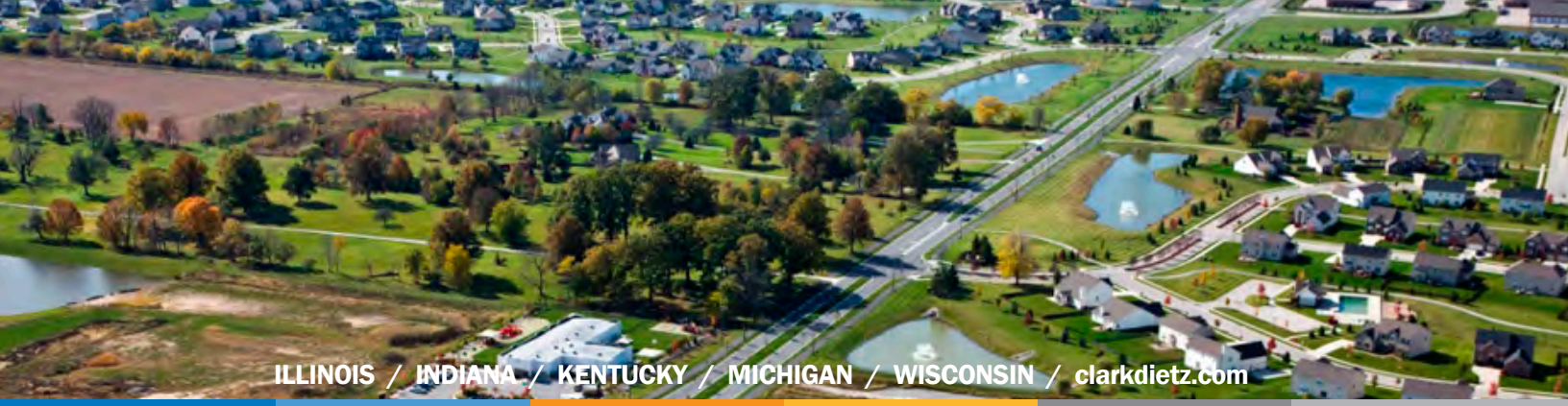


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Project Manager
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Executive Vice President
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ILLINOIS / INDIANA / KENTUCKY / MICHIGAN / WISCONSIN / clarkdietz.com

ClarkDietz

ABOUT US

Clark Dietz, Inc. is a multi-disciplined consulting engineering firm operating from offices in Illinois, Indiana, Kentucky, Michigan, and Wisconsin. Our primary areas of service include civil and environmental infrastructure, transportation, structural, mechanical, and electrical engineering.

OUR PHILOSOPHY

As experienced consultants, we serve as trusted advisors to our clients. As partners, we become fully vested in achieving their goals. We believe in serving our clients to our utmost capacity, period. We operate with integrity, foster collaboration, and expect excellence in all we do. For more than 70 years we have built a reputation for the integrity of our work, our actions, and our results. With an unwavering commitment to our clients, we stand behind everything we do.

BELONGING & OPPORTUNITY

At Clark Dietz, we believe that the strength of our firm lies in the diverse perspectives, experiences, and talents of our people. As an employee-owned company, we succeed together by cultivating a workplace where every individual feels valued, empowered, and motivated to contribute their best.

We are committed to creating an environment where team members can show up authentically and thrive—personally and professionally. Our focus is on fostering engagement, belonging, and collaboration, ensuring that everyone has a fair opportunity to grow and contribute to our shared success.

Through partnerships with universities across the Midwest, we are also investing in the next generation of engineering talent by offering scholarships and experiential learning opportunities to students with strong potential and drive. We believe that when people belong, they excel—and when they excel, we all benefit.

SUSTAINABILITY

Nature's most precious assets need our protection and we take this responsibility seriously. Our specialists in environmental science, green infrastructure, and our LEED Accredited professionals thoroughly assess the impact a design may have on energy consumption, waterways, habitat, vegetation, and water quality. At Clark Dietz, we are fully committed to optimizing the benefits of sustainability in every solution we design.

OUR HISTORY

Our roots go back to the 1940's to three University of Illinois Engineering professors; James Clark, Eugene Daily, and Jess Dietz. These three formalized their association by incorporating in 1953. By the late 1970s Clark Dietz was a recognized leader among Midwest-based civil engineering companies serving clients from seven regional offices. The original owners sold the firm and it was ultimately owned by CRS Serrine, one of the nation's largest engineering and architectural firms. Through an employee buy-out of the Champaign office and the name, Clark Dietz again became a privately held corporation in 1987. Employee ownership has been a key factor in the success of the firm, with approximately 30 percent of current employees now owning stock in the company and all employees participating through an ESOP. Today Clark Dietz employs more than 195 professionals in 13 offices.

OUR LOCATIONS





Our mission is to collaborate with clients to create infrastructure and built environments that improve the quality of life.

CIVIL/STRUCTURAL
WATER RESOURCES
TRANSPORTATION
TRAFFIC
MECHANICAL
ELECTRICAL
CONSTRUCTION



ClarkDietz

Engineering Quality of Life®

Our work is driven by purpose. To have a positive impact on people, the natural environment, and the economic well-being of our client communities. We are engineering more than infrastructure, we are engineering quality of life.

ENGINEERING SERVICES

WATER, WASTEWATER, STORMWATER

*Supply, Distribution, Storage
System Modeling and Studies
Facility and Master Plans
Treatment Processes
System Renewal and Rehabilitation
Sanitary Sewer Collection Systems
CSOs and SSOs
I/I Evaluation and Characterization
Geospatial Asset Management*

TRANSPORTATION

*Public Involvement
Streetscaping and Lighting
Traffic Engineering
Roadways and Highways
Multi-Modal Transportation
Intersection Design
Urban Drainage
Structural Engineering*

CONSTRUCTION

*Resident Engineering
Observation Services
Construction Layout
Documentation
Cost and Schedule Control*

MECHANICAL AND ELECTRICAL

*Heating, Ventilation, Air Conditioning
Chiller and Boiler Plants
Facility Piping Systems
Power Distribution Systems
Energy Modeling
Building, Site, Roadway Lighting
Plumbing and Fire Protection
SCADA, Automation, Controls
Security and Telecom
ARC Flash Hazard Analysis*

MUNICIPAL SERVICES

*Municipal Engineering
Development Reviews
Roadway Maintenance
Storm, Sewer, Water Main Maintenance
Regulatory Compliance and Reports
Grant Funding Assistance
Capital Planning
Land Acquisition*

RENEWABLE ENERGY

*Feasibility Assessments
Conceptual Design
Civil/Electrical/Structural Analysis*

Fiber Programs Are Expanding... And Clark Dietz Is Already There.

Clark Dietz is currently under contract for fiber installation program management and inspection services in multiple municipalities, giving our team real-time, boots-on-the-ground experience with the exact challenges Germantown is preparing to face: multi-permit phasing, neighborhood coordination, juggling multiple providers at once, restoration enforcement, and public communication.



Clark Dietz understands the importance of delivering high-speed fiber infrastructure to the residents of Germantown in a manner that is efficient, well-coordinated, and minimally disruptive. We are currently supporting North Shore communities as well as several municipalities in Northern Illinois as telecommunications providers advance of similar installations. Based on this experience, we have developed a repeatable and scalable process for managing community-wide fiber projects that aligns closely with municipal preferences and operational needs.

Our approach emphasizes clear expectations, proactive coordination, transparent tracking, and consistent public communication to ensure a successful outcome for all stakeholders.

TASK 1 – PROJECT ADMINISTRATION

Pre-construction coordination is critical to the success of a village-wide fiber installation program. The following activities establish a clear baseline for execution and communication. Each task can be adjusted to align with Village preferences; however, Clark Dietz strongly recommends addressing expectations upfront to minimize field conflicts and schedule impacts.

1.1 MEETINGS

KICK-OFF MEETING

Kick-Off Meeting (Village and Clark Dietz)

Establish project expectations prior to commencement. Based on our experience reviewing right-of-way permits for community-wide fiber installations, clear guidelines are essential to maintaining schedule and avoiding surprises.

Topics may include:

- Submittal procedures
- Restoration standards
- Inspection and tracking processes
- Roles, responsibilities, and communication protocols

REGULAR PROGRESS MEETINGS

Clark Dietz will lead weekly meetings and prepare agendas and minutes. These meetings will continue at a weekly basis until they can be transitioned to less frequent meetings with mutual consent of the Village and Clark Dietz staff.

Topics may include, depending on the timeline of activities:

- Schedule updates
- Resident issues and resolutions
- RFIs and response timelines
- Coordination with Village departments
- Status of notifications
- Dashboard feedback
- Process adjustments
- Customization or troubleshooting
- Overall schedule and progress
- Dashboard feedback
- Process adjustments
- Customization or troubleshooting
- Overall schedule and progress
- Monthly invoicing by permit area and stage

PROJECT APPROACH



WHAT SETS OUR APPROACH APART:

- **Dedicated, experienced staffing**
- **GIS-driven inspection and documentation**
- **Municipal-first mindset:** we act on behalf of the Village, not telecomm providers, with a focus on resident needs, locator availability, and speed/schedule of installation.
- **Proven resident-facing coordination**
- **Approach built from scratch:** lessons learned, already applied

PRE-CONSTRUCTION MEETING

A formal MANDATORY pre-construction meeting with the Contractor will be conducted prior to any field work.

At a minimum, the meeting will address:

- Utility potholing requirements (hydro-excavation recommended)
- Verification of permits outside the public right-of-way
- Restoration standards, timelines, and procedures
- Notification protocols for field work initiation
- Use of centralized email and dashboard updates for stage tracking
- Meeting minutes will be prepared and distributed

TRACK RESIDENT FEEDBACK, COMPLAINTS, AND PROJECT PROGRESS

Clark Dietz will work with the Village's existing GIS tracking systems, including Survey123, and enhance functionality as needed to manage feedback tracking, project documentation, and status.

Village staff will have direct access to view records and submit comments or tasks.

Dashboard elements may include:

- Permit number with geographic project location
- Resident complaints and resolutions (linked spatially)
- Stage-based tracking, color-coded for clarity:
 - Plan Review
 - Initial Centerline Layout Inspection
 - Construction
 - Restoration Inspection
 - Reinspection / Spot Inspection
 - Punch List
 - Final Approval
 - Field records summarized by permit area

ADJUST SUBMITTAL PROCESS WHEN NEEDED

Setting expectations with the permittee/contractor prior to commencement of the project is integral to its success. In our prior experience reviewing right-of-way permits for community-wide fiber installation projects, guidelines are the best way to keep the project on schedule while minimizing surprises.

Clark Dietz will be open to discussions with the Village and the permit applicants to fine tune intake and submittal requirements as the project progresses.

Task 2 describes an initial list of submittal requirement – however, these conditions may be adjusted to the needs to the Village and the expectations of the residents in living with the disruption of fiber installation.

There may also be additional changes needed to accommodate constraint on the contractor and permit applicant. Overall, Clark Dietz will come to the table with an open mind but hold firm in enforcing the letter and the intent of Ordinance 8.065.

TROUBLESHOOT ISSUES WITH PERMIT APPLICATIONS

In our experience, many permit submittals will be incomplete and some will ignore the established requirements. Clark Dietz is fully prepared to handle these issues and work with applicants to remedy the inconsistencies and incompleteness of submittals.

PROJECT APPROACH

As fiber projects accelerate across the region, **Clark Dietz is focused on this specialized municipal infrastructure**—bringing accountability, structure, and confidence to a type of project that **must be managed with a community's needs in mind**, while maintaining a positive relationship with fiber installers.



We have some lessons learned on this matter – such as recognition of ‘systemic’ submittal deficiencies that must be addressed before we are too far into the project. An example of this type of deficiency is the use of the wrong scale, consistently not including necessary items on plans, or consistently not using the appropriate clearance or set back distances etc.

In our view, one of the most significant consequences of permit application issues will be the additional review costs that will be incurred by the applicant. In almost every case, the applicant will be completely “surprised” by these additional costs incurred and will demand immediate explanations. The explanations are not difficult, but the financial consequences might be.

We are prepared for such inquiry: we will work with the Village in setting up the appropriate amount of escrow or other financial tool to cover these somewhat expected overruns, in the event that they come to reality.

UPDATES ON RESPONSES TO COMPLAINTS

The tracking dashboard is proposed as a great tool for the maintenance of issue resolution documentation and updates on complaint resolution.

Clark Dietz proposes to implement a resident notification system that seeks to prevent most complaints. Stakeholder communication is essential to minimizing disruption and maintaining public confidence.

Clark Dietz recommends the following outreach milestones:

- **Initial Village-wide Mailer**
 - Distributed during plan review; includes QR code linking to the Village’s GIS.
- **Door Hangers by Permit Area**
 - Distributed at least 7 days prior to construction, including:
 - Schedule
 - Contractor and contact information
 - FAQs

1.2 SUMMARY OF SUBMITTALS/STAGES OF WORK

Clark Dietz is proposing to leverage and enhance the Village’s existing GIS tools, including Survey123, for project tracking purposes. We have used dashboard concepts on many occasions and have found that it helps in tracking resident and project participant inquiries enables the team to respond to and track resident inquiries during construction.

1.3 SET UP CALL LINE

DEDICATED PHONE NUMBER

Clark Dietz will create the toolset to track Emergency Contact and Communications.

- Establish a 24-hour emergency response contact for resident inquiries
- Develop a centralized email inbox linked to the GIS dashboard to ensure all correspondence is logged and traceable

FAQ

Clark Dietz will prepare a FAQ document that will be continuously maintained and updated as the project progresses. The FAQ document will be widely distributed and addressed to Village officials as well as residents.



TRACK RESIDENT COMPLAINTS

Ongoing Complaint Tracking will leverage the Village's GIS tools, including Survey123 and associated tracking dashboards, as enhanced for this project.

- Field concerns logged and resolved through the dashboard
- Information provided to Village staff for GIS updates, including:
 - Project timeline and purpose
 - Updated schedules
 - FAQs
 - Contact information

1.4 PERMIT CLOSEOUT/REPORTS/RECORDS

PUNCH LIST

- Maintain a preliminary punch list during construction within the dashboard
- Coordinate formal punch list walkthroughs with Village staff for each permit area
- Coordinate punch list completion with the Contractor within 20 working days

FINAL WALKTHROUGH AND RECORD DRAWINGS

- Conduct final inspections with Village staff
- Update dashboard status to Final Approval
- Review Contractor-submitted record drawings (hardcopy and GIS formats)
- Cross-check as-builts against field-collected survey data

TASK 2 – REVIEW PERMITS / INSPECTIONS PER 8.065

2.1 REVIEW OVERALL NETWORK PLAN

APPROVAL OF OVERALL PLAN

We strongly recommend that the applicants be required to submit an OVERALL WORKPLAN. Review and approve the overall network vision, including the hub location, prior to individual permit submittals.

The review and approval of an overall vision of the network will help address anticipated conflicts with alignment, including the hub (starting point) prior to individual submittals.

The overall plan review will accomplish the early identification of:

- Alignment conflicts
- Non-public right-of-way segments
- Environmental or jurisdictional constraints ensures compliance with local requirements and minimizes redesign.

COORDINATE REVIEWS WITH VILLAGE STAFF

Conduct an initial review of fiber plans prior to the formal pre-construction meeting. Fiber plan detail varies significantly, and early alignment on expectations reduces downstream conflicts.

- Conduct a pre-application meeting with the applicants
- Provide formal guidance on plan content, level of detail, and conditions



Proven, Repeatable Municipal Fiber Program Mode:

Clark Dietz is not developing this process from scratch. We are currently supporting multiple North Shore and Northern Illinois communities through similar scale fiber installations. Our approach is refined, field-tested, and scalable—reducing learning curves, preventing common pitfalls, and accelerating program startup for Germantown.

PERMIT APPLICATION WORKFLOW AND GUIDELINES

The following items are recommended before submittals begin. These can be adjusted based on the preferences of the Village, but it's important to address each item early on with all stakeholders.

For example, a reasonable submittal framework for the applicant could have the following set of requirements and expectations:

- Each submittal to consist of approximately 1 mile of fiber installation (8-10 pages, no more than 1"=60' scale half size, depending on congestion of the corridor). Anything deviating from this will warrant additional review times and fees.
- Establish escrow amount for collection of fees prior to review/inspection. This allows the Village to reduce even temporary expenditures of their taxpayer funds.
- Set expectations for the location of any structures (handholes), and requirements for the fiber network alignment (outside of pavement, rear yards, clearance from other utilities, etc.).
- Require hydro-excavation for any potholing necessary within Village right-of-way and notification to residents
- Determine a process for installation in rear yards and verification of existing easements (if applicable).
- Finalize process for review, request for inspections, and final approval (for locations in Village right-of-way and on private property).

2.2 REVIEW INDIVIDUAL WORK PLANS

COORDINATE PERMIT TRACKING

Tracking individual permits will be done through an online system built upon and integrated with the Village's existing GIS tools (including Survey123), with enhancements added as necessary. The system leverages an automatic notification process for each request by sending an email to Clark Dietz and the Village. This process of direct input by the permittee/contractor to request each of the 4 Stages of the project (Plan Review, Initial Centerline (CL) Inspection, Final Inspection, or Reinspection) would allow better clarity and organization and improve efficiency of communication.

This Task will help to minimize the shuffling of paperwork, scanning documents, and inconsistencies during submittal intake.

- There is a potential to create additional functionality in addition to the Village's current GIS tools.

PROJECT APPROACH

Unlike traditional spreadsheet-based tracking, we'll use the Village's GIS tools to provide spatial permit tracking, stage-based color coding, resident complaint linkage, photo documentation, and a full “**who-what-when**” accountability chain. This creates transparency for Village staff, improves response time, and provides defensible documentation aligned with Section 8.065 requirements. **This is real-time accountability, not just a permit-log.**

REVIEW EACH SUBMITTAL FOR 8.065 COMPLIANCE

In order to clearly demonstrate compliance with Section 8.065, Clark Dietz will create a form that mimics the contents of that section for use by the applicants. In our experience, having a stand-alone document that contains all of the requirements of the ordinance is a great resource, both for the review agent and the applicant.

In the past, we have transformed stormwater ordinances into a stormwater management plan approval application, the erosion control ordinance into an erosion control permit application, etc. The ordinance in fact refers to an application form, which may be available already. The ordinance also refers to the “required attachments,” in other words, many of the items we would expect to use are already in place, though may also need some tweaks and updates to clarify the intent of the Village.

The application form will essentially “bridge” the ordinance requirements with the engineering review, and thereby offer a comprehensive tool that satisfies the intent of the ordinance and the practicalities of construction.

Here's the excerpt from the ordinance regarding permit applications:

EXCAVATION PERMIT APPLICATION. Application for a permit shall be made to the Department. Permit applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

- 1) Registration with the Department if required by this chapter;*
- 2) Submission of a completed permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed project and the location of all existing and proposed facilities;*
- 3) Payment of all money due to the Village for:*
 - a. Applicable permit fees and costs as set forth below;*
 - b. Subject to section e., unpaid fees or costs due for prior excavations; or*
 - c. Subject to section e., any loss, damage, or expense suffered by the Village because of applicant's prior excavations of the rights-of-way or any emergency actions taken by the Village.*
 - d. When an excavation permit is requested for purposes of installing additional facilities, and the posting of a restoration bond for the additional facilities is insufficient, the posting of an additional or larger restoration bond for the additional facilities may be required.*
 - e. The Department shall not deny a registrant an excavation permit because of a dispute between the Village and the registrant, related to subsections b. and/or c. if the dispute has been adjudicated in favor of the registrant or if the dispute is the subject of an appeal filed by the registrant and no decision in the matter has at yet been rendered.*

PROJECT APPROACH

Clark Dietz transforms ordinance language into functional application tools and review checklists that help applicants achieve compliance the first time. By creating structured intake forms and clear submittal standards, we reduce rework, minimize disputes over fees, and protect Village resources.



UNDERSTAND SCOPE OF WORK FOR EACH SUBMITTAL

Part of the requirement of an overall plan is to understand where in the network at any given permit application fits – in other words, our understanding and access of the overall plan helps in positioning any given permit application within the overall network.

And understanding the position of a permit application within the network gives us and the Village and understanding of the constraints that the segment may create or solve as part of the overall network.

For example, a less-than-optimal location of a hub (or ring) may affect connecting network links to the hub to potential space or alignment constraints.

At Clark Dietz, we have developed an understanding of fitting each component of a network in the overall system and predict potential pitfalls.

SET LOCATION AND ALIGNMENT EXPECTATIONS

Clark Dietz will assist the Village in establishing clear program-wide guidelines, including:

- **Submittal Criteria**
 - Maximum plan scale requirements
 - Identification of all existing utilities
 - Recommendation that all permit areas be submitted concurrently, when feasible, to avoid connectivity conflicts
- **GIS Data Requirements**
 - Require submittal of proposed fiber linework in GIS format
 - Integrate approved alignments into the project dashboard to support inspections and coordination
- **Aboveground Infrastructure Standards**
 - Locations and placement requirements
 - Clearance from existing utilities
- **Fiber Conduit Depth**
 - Preferred depth: 24–36 inches
 - Balance shallow installation (utility avoidance) with long-term Village maintenance needs (e.g., sidewalks)
- **Agency Coordination**
 - Address permit requirements with WisDOT, Washington County DOT, WDNR, and other agencies as applicable
- **Escrow Consideration**
 - Assistance in establishing an escrow account for review and inspection fees to reduce any use of Village funds

COORDINATE INSTALLS/EXCAVATIONS IN PUBLIC ROW

Clark Dietz will require that the contractor/applicant perform hydro-excavation for any potholing necessary within Village right-of-way and notification to residents. This will greatly reduce disturbance to both the public realm and affected private properties.



COORDINATE INSTALLS/EXCAVATIONS OUTSIDE OF PUBLIC ROW

Outside of the public ROW, Clark Dietz believes that the installations in private property are tightly defined and prescribed by the applicant.

We will require that the contractor determine and present for approval a process for installation on private property and verification of existing easements.

FINAL APPROVALS AND INSPECTION NEEDS

Before the permit intake process is started, Clark Dietz will work with Village staff to create a clear submittal requirements document for the applicants. The workflow we envision as a deliverable for this work is as follows:

- **Stage 1:** Plans and application are submitted for review:
 - Enter/confirm plan location, documents, and application into the GIS database
 - Verify presence of existing easement (rear yard installation)
 - Draw schematic location of centerline alignment (based on plan)
 - Notify contractor of comments/revisions or approval of plan
- **Stage 2:** Centerline alignment is staked in the field and utilities located:
 - Conduct preliminary field inspection to ensure location matches approved plans
 - Track photos, comments, and create a field report in the GIS database
 - Notify contractor of comments/revisions or approval of centerline
- **Stage 3:** Installation and restoration is complete:
 - Conduct final field inspection
 - Track photos, comments, and create a field report in the GIS database
 - Notify contractor of comments/punchlist items or final approval
- **Stage 4:** Re-Inspections requested by Village or necessary for follow-up of comments:
 - Conduct additional field inspection
 - Track photos, comments, and create a field report in the GIS database
 - Determine next steps (if any) or resolution and notify contractor and Village

ARCGIS SURVEY 123 UPDATES

We will work with the Village to leverage its Survey 123 system to keep track of the project.

- Each time the permit application moves through the intake-review-comment-approval-construction-verification workflow, the Online dashboard is updated, and accountability chain is recorded.
- Each time a complaint is filed, and response-action-resolution workflow is implemented, the Online Dashboard is updated, and accountability chain is recorded.

Our GIS Specialist will be available for troubleshooting and modifications as necessary during ongoing maintenance of the dashboard and corresponding database throughout the life of the project.

Note: “*accountability chain*” refers to the recording of “*who, what, when*” for responses to permit movements or complaint resolution.

Proactive Resident Communication:

Fiber installation is highly visible and disruptive. Our layered communication strategy—**Village-wide mailers, door hangers, 24-hour call line, centralized email logging, and live dashboard tracking**—prevents most complaints before they occur and provides defensible documentation when issues arise. This protects public trust while minimizing staff time spent responding to escalations.

TRACK SUBMITTALS. REVIEWS. INSTALLS. INSPECTIONS

We will use the Village's GIS tools to track the fiber installation. Our specialists may offer enhancements for existing tools to elevate the functionality of existing tools.

This is a completely customized setup to fit the needs of the Village, including custom summaries, ability to submit feedback and detailed daily activities.

Permit applications and status tracking will be accomplished through an enhanced version of the Villages Survey 123 tool described above.

The dashboard will offer Stage-based tracking, color-coded for clarity:

- Permit number with geographic “project” location established for each submittal
- Tracking of Stage (color coded for easy visual navigation) with database information captured for each stage:
 - Stage 1: Plan Review
 - Reviewer
 - Comments/Next Steps
 - Approval Date
 - Stage 2: Initial CL Inspection
 - Inspector
 - Photos
 - Comments/Next Steps
 - Approval Date
 - Stage 3: Final Inspection
 - Inspector
 - Photos
 - Comments/Next Steps
 - Approval Date
 - Stage 4: Reinspection/Spot Inspection (as needed or requested)
 - Inspector
 - Photos
 - Comments/Next Steps
 - Final Approval Date
- Resident complaints and resolutions (linked to permit number location)
- Summary section of # of submittals in each Stage and linear footage

2.3 WEEKLY REPORTS

The proposed Project dashboard will have the capability to produce weekly (or any other frequency) reports for distribution. The distribution may be internal project participants or to a wider audience as directed by the Village staff.

PROJECT APPROACH

TASK 3 – INSPECTION SERVICES

The Construction phase services consist of the following main elements:

- Pre-construction photos and video
- Daily field reports integrated into ArcGIS Online, including:
- Work activities
- Field notes
- GIS-based photos and survey shots
- Resident outreach and resolutions

3.1 CENTERLINE LAYOUT VERIFICATION

- Require Contractor to stake or paint the proposed centerline prior to construction
- Clark Dietz will verify alignment against approved plans and confirm JULIE locates
- Recommend a pre-application meeting with JULIE due to current locate delays

3.2 INSTALLATION AND RESTORATION VERIFICATION

- Conduct final field inspection
- Track photos, comments, and create a field report in the GIS database
- Notify contractor of comments/punchlist items or final approval

3.3 RE-INSPECTIONS IF NEEDED OR REQUIRED

Re-Inspections requested by Village or necessary for follow-up of comments:

- Conduct additional field inspection
- Track photos, comments, and create a field report in the GIS database
- Determine next steps (if any) or resolution and notify contractor and Village

PROFESSIONAL FEES AND INVOICE DETAILS

As you know, the devil in computing the fee is in the details. For this purpose, we are assuming that the limits and rules set for permit applications and submittals will roughly follow the example given in the above referenced **PERMIT APPLICATION WORKFLOW AND GUIDELINES**.

Under this scenario, we would expect to receive and process about 100 permit applications (each for about a mile of installation).

Task 1: Project Administration (2 yrs)	400 hours	\$80,000
Task 2: Track and Review 100 Permits (1 Review Per Permit)	1,000 hours	\$140,000
Task 3: Inspection Services (2 Field Visits Per Permit)	1,000 hours	\$140,000
TOTAL:	2,400 hours	\$360,000

For a 100-mile fiber installation, broken into 100 separate submittals, the above fee structure can be presented as:

- 20 hours of review and inspections per 1 mile submittal.
- \$2,800 in professional fees for review and inspections per 1 mile submittal.
- We are anticipating that the hours and fee breakdown between review and inspection will be 50-50.
- The above numbers do not include potential additional expenses for re-inspections, violations of permit conditions, or submittals that require additional revisions due to incomplete materials etc.

Once an overall plan is discussed and approved, submittal limitations and process are established, work will be conducted with a mix of the staff below, as necessary.

Assigned Staff and Rates

Project Manager	Emily Basalla	\$255/hr
GIS Specialist	Devin Carlson	\$175/hr
Reviews	Andy Ashley	\$180/hr
	Tania Tkatchuk	\$140/hr
Inspections	Steve Wlahovich	\$180/hr
	Tania Tkatchuk	\$140/hr
	Jake Westall	\$135/hr

Monthly invoices to the Village will be formatted exactly in the three categories listed above and will include permit number and location.

PROJECT APPROACH

GIS EXPERIENCE & SOLUTIONS

Clark Dietz recognizes GIS as an integral and rapidly evolving technology. Our team is committed to leveraging its potential to enhance our services. Guided by our values of flexibility, community, and trust, we design solutions that combine process improvement principles with geospatial technology. We balance infrastructure needs with economic pressures, ensuring that our solutions are not only effective, but also aligned to the unique needs of our clients and the communities we serve.

In the ever-evolving landscape of Construction Management, our team recognized a growing challenge: traditional inspection processes were often time-consuming, prone to errors, and lacked the ability to capture real-time data. To address these issues, we developed a GIS-based Construction Inspection Solution that streamlines inspection workflows and project management.

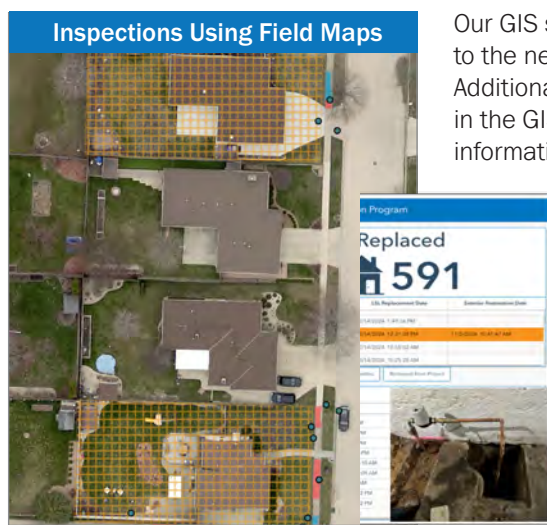
Our Construction Inspection Solution was developed with the needs of Field Inspectors, Project Managers, and our Clients in mind. Central to this solution is our ArcGIS based inspection app, which empowers inspectors to collect data and project photos directly from the field using mobile devices. This data is instantly uploaded to a cloud-based, centralized database, eliminating the need for cumbersome paper forms and reducing the risk of errors.

While GIS platforms are not new to the Engineering industry, Clark Dietz has developed a way to give up-to-date information to our Clients in real time.

Our construction site observers enter the data into their smartphone or tablet, and the customized dashboard populates for both the project/construction manager and client to access.

This information includes:

- Resident contacts (time of call, name, address, inquiry, date of resolution, and needed follow-up);
- Field data input information (similar to field book with weather, conditions, challenges, and workings of the day);
- Quantity tracking (both preliminary and final at the end of the field day);
- Project photos (including geolocated location and direction of each photo);
- Reporting options, such as weekly progress reports.



Our GIS solution can be fully customizable to the needs and desires of the Client. Additionally, once this information is housed in the GIS, cloud-based database, certain information can be posted for the public to see as well such as phase maps for a project, anticipated start of construction, updates, contact information, and so much more.



Why GIS

Fiber installation infrastructure projects require tracking information on a parcel-by-parcel basis. With GIS, data tracking includes quantities, photos, and resident inquiries, and engineering coordination.

Managing this complexity with GIS allows for **clear communication** among the Village, contractor, consultant, and public, now and into the future.

How We Use It

Our GIS-integrated inspection system enables real-time field data collection, parcel-based documentation, custom dashboards for staff updates, and streamlined reporting and regulatory compliance.

Field-Ready Tools

We tailor GIS solutions for construction inspection, utility asset management, and communication, using mobile tools designed with **inspectors, engineers, and municipal staff** in mind.

The Result

A structured, location-based platform that supports accurate documentation, improved public transparency, faster project delivery, and smarter infrastructure decisions.

Explore More

Scan the QR code to explore our GIS StoryMap.



TEAM ORGANIZATION*



CLIENT LIAISON

Mustafa Emir, PhD, PE
MILWAUKEE OFFICE



PROJECT MANAGER

Emily Basalla, PE, CFM
MILWAUKEE OFFICE

***OUR MILWAUKEE OFFICE IS
LESS THAN 20 MILES FROM
GERMANTOWN**



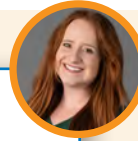
GIS SPECIALIST

*Program Manager/
GIS Specialist*
Devin Carlson, GISP
KENOSHA OFFICE



PLAN REVIEW

Plan Reviewer
Andy Ashley, PE
MILWAUKEE OFFICE



*Plan Reviewer/
Field Observer*
Tania Tkatchuk, EIT
MILWAUKEE OFFICE

INSPECTION



Construction Oversight
Steve Wlahovich
MILWAUKEE OFFICE



Field Observer
Jake Westall
MILWAUKEE OFFICE

TEAM RESUMES



EMILY BASALLA, PE, CFM
PROJECT MANAGER
CLARK DIETZ

Emily Basalla is a senior project manager with more than 20 years of experience in municipal, environmental, and civil engineering, with deep expertise in stormwater management and permitting. Her experience includes storm sewer and drainage design, roadway and pavement projects, water main relocations, sanitary sewer systems, and wastewater processes. Emily is a Certified Floodplain Manager and regularly supports communities with floodplain mapping, regulatory compliance, and flood risk reduction strategies.

Emily is particularly valued for her leadership in municipal permitting and developer review services. She is highly experienced with NPDES, state, and local permitting processes and serves as a trusted on-call reviewer for multiple municipalities, handling stormwater design, grading and drainage, floodplain impacts, and hydrologic and hydraulic analyses. Her balanced approach protects neighborhood integrity while supporting responsible development, ensuring municipalities receive technically sound, defensible reviews that stand up to regulatory and public scrutiny.

- ▶ Gurnee Fiber Management, Gurnee, IL
- ▶ Glendale Fiber Management, Glendale, WI
- ▶ Elmhurst Fiber Design & Management, Elmhurst, IL
- ▶ Village Engineering, Green Oaks, IL
- ▶ Village Engineering Services, Bayside, WI
- ▶ Scott Street Basin Design, Franklin Park, IL
- ▶ Stormwater Quality Initiative, Glendale, WI
- ▶ City Engineering Services, Glendale, WI
- ▶ Village Staff Eng. Services, Harwood Heights, IL
- ▶ Village Engineering, Shorewood, WI
- ▶ Village Engineering Services, River Hills, WI
- ▶ Village Staff Eng. Services, Franklin Park, IL

EXPERIENCE

22 Years

EDUCATION

BS, Civil Engineering, Univ. of Missouri Columbia

REGISTRATIONS

PE, WI, E-41026
PE, MI, 6201313671
PE, IN, 12100316
ASFP/CMF, MST, US-17-09577
PE, IL, 062.061744

ADDITIONAL TRAINING

Using Hec-Ras to Model Bridges, Culverts and Floodplains, University of WI - Madison
BMP-LID Design with EPA-SWMM, IAFSM
WinSLAMM for Urban Stormwater Quality Management, NASECA
Wisconsin Designing Bio/Infiltration BMPs for Stormwater Quality Improvement, University of WI-Madison
XP-SWMM Training, XP

Emily Says...

“Large-scale fiber installations are not traditional construction projects, and they shouldn’t be managed like them.

They are utility programs that touch nearly every neighborhood, every right-of-way condition, and every municipal department at once. **The difference between a smooth program and a community headache is proactive inspection, clear expectations, and constant coordination.**

Clark Dietz is already navigating this exact challenge for fiber installations

in communities like Gurnee and Warren Township, where we serve as the City’s extension, coordinating with contractors, managing resident concerns, protecting municipal infrastructure, and documenting every step through **GIS-based tracking and reporting**. We understand how quickly issues can escalate if they are not addressed in real time, particularly related to right-of-way restoration, erosion control, and utility conflicts.

For Germantown, our focus is simple: be present in the field, **responsive** to residents, and **accountable** to the Village. Our inspection approach is *structured, repeatable, and proven*, aiding efficiency of the fiber network installation while the character, infrastructure, and standards of the community are protected throughout construction and long after the work is complete.”

TEAM RESUMES



DEVIN CARLSON, GISP
PROGRAM MANAGER/
GIS SPECIALIST
CLARK DIETZ

Devin Carlson is a Certified GIS Professional and Clark Dietz GIS Specialist with more than 15 years of experience supporting municipal infrastructure programs. Her expertise includes GIS-based asset management, potable water and sanitary sewer systems, field data collection, and utility mapping. Devin has developed and maintained GIS platforms that help municipalities better understand, manage, and plan for their infrastructure investments.

Devin plays a key leadership role in integrating GIS with stormwater, water, and sewer programs. Her experience includes stormwater quality modeling support, erosion control enforcement mapping, utility inspections, and coordination with county and state agencies. By leveraging GIS to link inspection data, CCTV footage, and maintenance records, Devin provides municipalities with actionable information that improves decision-making, transparency, and long-term system performance.

- ▶ Gurnee Fiber Management, Gurnee, IL
- ▶ Glendale Fiber Management, Glendale, WI
- ▶ Elmhurst Fiber Design & Management, Elmhurst, IL
- ▶ Village Engineering, Green Oaks, IL
- ▶ City Engineering Services, Glendale, WI
- ▶ Village Engineering Services, Bayside, WI
- ▶ Village Engineering, River Hills, WI
- ▶ Village Engineering, Random Lake, WI
- ▶ Municipal Engineering Services, Kenosha, WI
- ▶ Erosion Control Enforcement, Glendale, WI
- ▶ Engineering Services, Whitefish Bay, WI
- ▶ General Engineering, Elmhurst, IL
- ▶ Village Engineering, Brown Deer, WI

EXPERIENCE

15 Years

EDUCATION

AS, Civil Engineering, Fresh Water Resources, Gateway Technical College
AS, Architectural Structural Engineering, Gateway Technical College
BA, Environmental Science, Carthage College
MS, Cartography & GIS, University of Wisconsin - Madison

ADDITIONAL TRAINING

Certified GIS Professional
WinSLAMM for Urban Stormwater Quality Management
ESRI Training - Going Places with Spatial Analysis
ESRI Training - Field Data Collection and Management Using ArcGIS
Esri Training - Cartography



ANDREW ASHLEY, PE
PLAN REVIEWER
CLARK DIETZ

Andy Ashley is a civil engineer with broad municipal planning, design, and construction observation experience that supports effective plan review and inspection for infrastructure projects. His background includes street, sanitary sewer, and stormwater design; surveying; hydrologic and hydraulic modeling; water main replacement; and construction management, with regular involvement in reviewing plans for constructability and compliance with municipal standards. Andy serves as a trusted municipal engineer to multiple communities, acting as the primary consultant for roadway rehabilitation and traffic engineering in Whitefish Bay and leading annual water main replacement programs in Glendale that replace more than 7,000 feet of pipe per year. His experience also includes roadway resurfacing and reconstruction design, traffic studies, bidding support, and incorporation of green infrastructure and sustainable design elements. In addition, Andy assists municipalities with grant identification and application development and supports park and trail planning efforts that reflect local conditions and community priorities.

- ▶ Gurnee Fiber Management, Gurnee, IL
- ▶ Glendale Fiber Management, Glendale, WI
- ▶ Elmhurst Fiber Design & Management, Elmhurst, IL
- ▶ City of Glendale, 2021 Resurfacing Construction, Glendale, WI
- ▶ 2015 Stormwater Plan Review, New Albany, IN
- ▶ Alley Construction, Glendale, WI
- ▶ Brown Deer 2023 Permit Review Services, Brown Deer, WI
- ▶ Old Grand Ave Water Main, Gurnee, IL
- ▶ 2022 City Engineering, Glendale, WI
- ▶ Bayside 2024 Village Engineering, Bayside, WI
- ▶ Village Engineering, Whitefish Bay, WI
- ▶ General Engineering Services, Shorewood, WI
- ▶ 2022 Village Engineering Services, River Hills, WI
- ▶ General Engineering Services, Pleasant Prairie, WI

EXPERIENCE

14 Years

EDUCATION

BS, Civil Engineering, University of Wisconsin Milwaukee

REGISTRATIONS

PE, IL, 062.070457
PE, WI, 45780-6

AFFILIATIONS

American Public Works Association

TEAM RESUMES



STEVEN WLAHOVICH
CONSTRUCTION OVERSIGHT
CLARK DIETZ

Steven is a seasoned Construction Inspector with more than 20 years of field experience. His experience includes managing daily field operations of public infrastructure projects including water main, sanitary, storm sewer, and roadway construction. He completes detailed documentation of daily field operations (IDR's), measure and document job quantities, plan review, implementation of job specifications and local governing specifications, implementing soil erosion/soil control procedures, project estimating, preparing bidding documents and progress payments for various projects, survey and layout, preparing record drawings, and on the job problem solving.

As a former Construction Manager for the Village of Pleasant Prairie, Steven managed the Construction Management department operations, budgeting, and field staff. Steven had full oversight of Village projects related to Public Infrastructure: survey, design, estimating, bidding documents, contract administration, permitting, and specification documents. Other responsibilities included management of GPS Village assets, plan reviews, job specification review and local governing specification review, traffic control plan review, and job safety review, right-of-way inspection and permitting, and implementation of soil erosion/soil control procedures.

- ▶ Kenosha Water Utility, Redevelopment Block I Inspection, Kenosha, WI
- ▶ Annual Sidewalk and C&G Inspection, Kenosha, WI
- ▶ Vel R. Phillips Plaza Construction Inspection Services, Milwaukee, WI
- ▶ Maple Fields Site Development Phase 2, Construction Inspection, Jackson, WI
- ▶ PPII Sump Collection Inspection, Franklin, WI
- ▶ Lake County Public Works, Oak Terrace Wellhouse Construction Services, Lake County, IL
- ▶ East Side Sewer Construction, Bayside, WI
- ▶ Resurfacing Construction, Glendale, WI
- ▶ Glencoe Sewer Construction Services, Bayside, WI

EXPERIENCE

24 Years

ADDITIONAL TRAINING

Medium Diameter Pipe
Fusion Certified

EDUCATION

AAS, Civil Engineering
Technician-Highway, Gateway
Technical College



TANIA TKACHUK, EIT
FIELD OBSERVER
CLARK DIETZ

Tania is a civil engineer with an emphasis in structural engineering and extensive experience in construction inspection for municipal infrastructure projects. She has served as a construction inspector on a wide range of public works projects, including water main installations, paving, sidewalks and ramps, parking structures, demolition, and reservoir upgrades. Tania is trained in erosion control through NASECA and has inspected projects funded by agencies such as MMSD, including Regenerative Stormwater Conveyance (RSC) and Green Alley improvements.

She is experienced in monitoring contractor compliance, maintaining thorough documentation, and coordinating with residents, contractors, and municipal stakeholders to keep projects on schedule and minimize community disruption. Her professional and approachable demeanor helps maintain clear communication throughout construction.

In addition to her inspection work, Tania is proficient in AutoCAD, Civil 3D, ArcGIS Pro, Survey123, and Bluebeam, allowing her to efficiently review plans, track field changes, and support accurate project recordkeeping. Her combined field and design experience brings a practical, detail-oriented approach to infrastructure inspection projects.

- ▶ Port Washington & Jean Nicolet Water Sewer Construction Inspection, Glendale, WI
- ▶ Lateral Replacement Inspection, Glendale, WI
- ▶ Annual Sidewalk and C&G Inspection, Kenosha, WI
- ▶ Komatsu Mining Parking Lot Inspection, Oak Creek, WI
- ▶ Vel R. Phillips Plaza Construction Inspection Services, Milwaukee, WI
- ▶ Lead Service Line Replacement Program Construction Inspection Services, Milwaukee, WI
- ▶ Sump Collection Inspection, Franklin, WI
- ▶ Rosenow Creek Trail Construction Inspection, Oconomowoc, WI

EXPERIENCE

9 Years

EDUCATION

BS, Civil Engineering, Univ. of
Wisconsin Platteville

REGISTRATIONS

EIT, WI, 514139-500

ADDITIONAL TRAINING

Naseca, Construction Site
Erosion Control & Stormwater
Permit Compliance Training

WinSLAMM for Urban
Stormwater Quality
Management

TEAM RESUMES



JAKE WESTALL
FIELD OBSERVER
CLARK DIETZ

Jacob (Jake) Westall is an Environmental Engineer with Clark Dietz, supporting municipal infrastructure and construction projects throughout Wisconsin and Illinois. A December 2024 graduate of the University of Wisconsin–Milwaukee with a Bachelor of Science in Environmental Engineering, Jake brings strong technical skills in GIS, AutoCAD, and hydraulic modeling, along with hands-on experience in roadway, sidewalk, storm sewer, and watermain improvement projects. His Clark Dietz project experience, led by high-hour involvement on major construction assignments such as the City of Kenosha 38th Street Construction project and the City of Glendale 2024 ARPA Sidewalk Construction program, reflects substantial participation in active construction environments and coordination with municipal stakeholders.

Jake's background includes construction-phase support, field coordination, inspection assistance, and contractor communication. His prior field and GIS experience with the Milwaukee Metropolitan Sewerage District further strengthened his inspection, documentation, and utility coordination capabilities.

- ▶ 38th Street Construction, Kenosha, WI
- ▶ 2024 ARPA Sidewalk Construction, Glendale, WI
- ▶ 2024 Emergency Storm Sewer Improvements, Whitefish Bay, WI
- ▶ 2024 Alley Construction, Glendale, WI
- ▶ 38th Street Construction, Kenosha County, WI
- ▶ 2024 Resurfacing Construction, Glendale, WI
- ▶ Glen Flora Avenue Construction, Gurnee, IL
- ▶ East Side Sewer Construction, Bayside, WI
- ▶ Construction Inspection, Oconomowoc, WI
- ▶ Watermain Design, Elmhurst, IL
- ▶ 2026 Watermain and Road Design, Glendale, WI
- ▶ Sewer Lateral Digitization, Milwaukee, WI

EXPERIENCE

1 Year

EDUCATION

BS, Environmental
Engineering, University of
Wisconsin Milwaukee

ADDITIONAL TRAINING

Medium Diameter Pipe
Fusion Certified

Our Milwaukee-based team, less than 20 miles from Germantown, combines senior municipal permitting leadership, dedicated GIS expertise, and experienced construction inspectors.

Our strategy pairs ordinance-level review expertise with real-time, parcel-based inspection tracking.

The result is a field-tested, accountable program model that protects Village infrastructure, minimizes staff burden, and maintains public trust from permit intake through final restoration.

Our decades of public infrastructure experience will provide Germantown with responsive, defensible information through the project lifecycle.

PROJECT EXPERIENCE



FIBER INSTALLATION/INSPECTION PROJECTS

City-Wide Fiber Optic Installation

City of Elmhurst, IL

Clark Dietz designed and provided construction oversight for 12 miles of fiber optic cable throughout the City of Elmhurst. Clark Dietz was responsible for permitting the length of the fiber through City owned properties and right of way, IDOT roadways, Illinois Prairie Path crossings, and creek crossings. A majority of the fiber was installed in residential areas which required heavy coordination with the City and residents. The work required potholing of all utility crossings, including all water and gas services, installation of fiber handholes, directional drilling of 2" conduit with tracer wire, pulling fiber, and fiber terminations and connections to various facilities. Weekly map updates were delivered to residents detailing where crews would be and what to expect along with City website updates throughout the project. **We developed a GIS dashboard for monitoring installation locations and documenting photos of the work, including before, during, and restoration which streamlined our ability to respond to resident questions and concerns.**

Village of Gurnee Fiber Management Program

Village of Gurnee, Illinois

The Village of Gurnee reached out to Clark Dietz for assistance regarding the management of a community-wide fiber installation project. **Clark Dietz and the Village worked together to develop a construction monitoring dashboard, brainstorming and customizing ways to organize the permit review submittals, comments, project stage and overall mapping for easy access by Village staff.** Clark Dietz established permit requirements, service request processes, and created standard permit applications and restoration specifications for fiber optic installation permitting. Services include plan reviews for conflicts with existing utilities, restoration requirements, and construction inspections for alignment and restoration.

Warren Township Highway Department (WTHD) Fiber Management Program

Warren Township, Lake County, Illinois

Clark Dietz is currently assisting the WTHD with fiber company coordination. Two different fiber companies have applied for permits for community-wide fiber optic in northern Illinois. Being a small township entity, WTHD reached out to Clark Dietz to help develop a right-of-way permit application, set permit requirements for plan submittals, provide recommendations on escrow and insurance limits, and work to file a Master License Agreement with each company. **Clark Dietz led a process expectation meeting with the WTHD and two fiber companies, is currently reviewing submittals, providing comments, ensuring permits from other agencies are being received, and handling part-time construction inspection and restoration expectations.**



PROJECT EXPERIENCE



RIGHT OF WAY (ROW) PERMIT REVIEW PROJECTS

Right-of-Way Permit & Development Review Services

Village of Green Oaks, Illinois

Clark Dietz provides right-of-way permit review and development review services for the Village of Green Oaks as part of our role as Village Engineer. Clark Dietz reviews ROW permit applications and associated plans for compliance with Village ordinances, floodplain and stormwater requirements, erosion control standards, and accepted engineering practices. Reviews are coordinated with Village staff and outside agencies as needed to ensure consistency and timely approvals.

During construction, Clark Dietz provides inspection oversight within the public right-of-way to verify compliance with approved permits and standards, while maintaining clear documentation and communication through project closeout.

Right-of-Way Permit Review & Construction Coordination

City of Glendale, Wisconsin

Clark Dietz performs right-of-way permit review services for the City of Glendale, supporting development and utility projects within the public right-of-way. Services include review of permit applications, construction plans, and supporting documentation for compliance with municipal codes, stormwater and erosion control requirements, and infrastructure standards. **Clark Dietz coordinates closely with City staff, contractors, and utility providers to address conflicts, clarify requirements, and expedite reviews.** Construction inspections are conducted as needed to confirm permitted work is installed in accordance with approved plans, protecting City infrastructure and minimizing impacts to residents and traffic.

Right-of-Way Permit & Engineering Review Services

Village of Bayside, Wisconsin

Clark Dietz assists the Village of Bayside with right-of-way permit reviews for public and private projects, ensuring proposed work complies with Village ordinances and engineering standards. Reviews include evaluation of roadway, grading, drainage, utility, and restoration details within the public right-of-way, with particular sensitivity to established residential neighborhoods. **Clark Dietz provides clear review comments and works directly with applicants and Village staff to resolve issues efficiently.** When construction occurs, Clark Dietz supports compliance through field coordination and inspection, helping ensure safe, orderly, and properly restored rights-of-way.

Right-of-Way Permit Review & Compliance Oversight

Village of Brown Deer, Wisconsin

Clark Dietz provides right-of-way permit review services for the Village of Brown Deer, supporting development, utility, and infrastructure projects within the public right-of-way. Clark Dietz reviews permit submittals for compliance with municipal codes, subdivision and zoning requirements, stormwater and erosion control standards, and accepted engineering practices. **Our staff coordinates reviews with Village departments and utility providers to identify conflicts early and maintain efficient permit processing.** Construction activities within the right-of-way are monitored as needed to verify compliance with approved permits and restoration requirements.

Right-of-Way Permit Review & Neighborhood-Focused Coordination

Village of Whitefish Bay, Wisconsin

Clark Dietz provides right-of-way permit review services for the Village of Whitefish Bay, supporting development and utility work within a highly developed and neighborhood-focused community. **Clark Dietz reviews ROW permit applications and associated engineering plans for compliance with Village ordinances, stormwater and erosion control requirements, and infrastructure standards, with careful attention to constructability and neighborhood impacts.** Our team coordinates closely with Village staff, contractors, and residents to clearly communicate requirements and expectations. When construction occurs, Clark Dietz supports the Village through field coordination and inspection to ensure permitted work is completed properly and public rights-of-way are restored in accordance with Village standards.

PROJECT EXPERIENCE



EROSION CONTROL PROJECTS

Erosion Control Plan Review & Inspection Services

Village of Green Oaks, Illinois

Clark Dietz serves as the Village Engineer and Erosion Control Enforcement Officer for the Village of Green Oaks, providing erosion control plan review, permitting support, and construction-phase inspections for public and private projects. Clark Dietz reviews development applications for compliance with local ordinances and Lake County Watershed Development Ordinance requirements, coordinates reviews with Village staff and outside agencies, and conducts routine and follow-up site inspections to identify deficiencies and protect downstream resources. Inspection findings are documented and communicated to permit holders and Village staff, and corrective actions are tracked through project closeout. **This structured, responsive approach allows the Village to maintain consistent ordinance enforcement while minimizing construction impacts to residents and natural resources.**

Erosion Control Inspection & Ordinance Administration

City of Glendale, Wisconsin

Clark Dietz provides erosion control inspection services for the City of Glendale, administering the City's erosion control ordinance and enforcing compliance with WDNR and NPDES construction site requirements. Services include review of erosion control plans prior to permit issuance and routine inspections of active construction sites, including projects one acre or greater, conducted at frequencies required by NPDES permits. **Clark Dietz documents site conditions, identifies non-compliance or potential threats to waters of the state, and works directly with contractors and City staff to ensure timely corrective action.** Inspection records are maintained and shared with the City to support enforcement, compliance tracking, and reporting.

Municipal Erosion Control Review & Construction Oversight

Village of Bayside, Wisconsin

Clark Dietz assists the Village of Bayside with erosion control plan review and construction-phase inspection services for development and infrastructure projects. Clark Dietz evaluates erosion control and grading plans for ordinance compliance and constructability, then performs field inspections to verify proper installation and maintenance of approved best management practices, particularly within public rights-of-way and established residential areas. **Deficiencies are communicated directly to contractors and Village staff, with corrective actions tracked to resolution.** This proactive inspection and coordination approach supports Bayside's development goals while protecting adjacent properties and environmental resources.

Erosion Control Permitting & Inspection Services

Village of Brown Deer, Wisconsin

Clark Dietz provides erosion control permitting support and inspection services for the Village of Brown Deer, assisting with plan review, permit administration, and construction-phase compliance monitoring. Erosion control plans are reviewed for adherence to Village ordinances and applicable regulatory standards, followed by routine site inspections to verify implementation and maintenance of approved measures. **Clark Dietz documents inspection findings, coordinates corrective actions with contractors and Village staff, and maintains organized permit and inspection records through project closeout.** This approach helps the Village manage construction activity efficiently while safeguarding public infrastructure and waterways.

PROJECT EXPERIENCE



CONSTRUCTION INSPECTION PROJECTS

Vel R. Phillips Plaza Construction Inspection Services

City of Milwaukee, Wisconsin

Clark Dietz is providing construction inspection and oversight services for the City of Milwaukee's \$15 million Vel R. Phillips Plaza development at 401 West Wisconsin Avenue, a 30,000-square-foot civic space honoring the legacy of civil rights leader Vel R. Phillips and designed to serve as a gateway gathering place in the Westtown district. The project includes a 2,900-square-foot food and beverage tenant space, landscaped public plaza areas, integration with the MCTS East-West Bus Rapid Transit (BRT), and provisions for a future Milwaukee Streetcar extension. **During construction, Clark Dietz identified a modified design approach that significantly reduced the volume of contaminated soil requiring off-site disposal, saving the City more than \$500,000 while maintaining project quality and schedule.** In partnership with Ellis Engineering and Construction Management Services (EECMS), our team has provided full-time inspection, pay quantity oversight, budget management, documentation, and coordination to address unforeseen site conditions, expedite permitting, and support successful delivery of this highly visible public project.

Watermain Construction Administration

City of Elmhurst, Illinois

Clark Dietz provided construction administration and inspection services for the City of Elmhurst's 2022 Water Main Improvements Project, which included the replacement of approximately 3,500 linear feet of water main along IL-83 and Fellows Court and was completed in 2024. Our team oversaw construction activities within the State Highway 83 right-of-way, ensuring contractor compliance with project specifications, schedules, and budget requirements while monitoring water main installation, pavement replacement, and parkway restoration. Construction inspectors managed contract administration, reviewed and tracked pay quantities, maintained paperless daily reports and project documentation, and coordinated closely with City staff, IDOT, and contractors. Advanced traffic control measures were monitored to maintain public and worker safety along this high-traffic corridor, and GIS-supported, digital reporting tools were used for real-time tracking and efficient project management. **Through consistent field oversight and proactive coordination, Clark Dietz helped deliver the project on time, within budget, and in full compliance with City and state standards.**

Oak Terrace Well House/Interconnect Construction Observation

Lake County, Illinois

Clark Dietz provided construction observation services for the Oak Terrace Well House Interconnect and System Improvements project for Lake County Public Works. Our inspection team monitored the construction of the new well house and integration with the existing water distribution system, including installation of well pumps, treatment equipment, controls, site piping, HVAC, a backup generator, and a sanitary sewer relocation. **Throughout construction, we verified compliance with project plans, regulatory requirements, safety standards, and quality control procedures, coordinating closely with the contractor and County staff to support successful system integration and project completion.**

Special Service Areas Construction Engineering and Inspection

Village Green Oaks, Illinois

Clark Dietz provided construction engineering and inspection services for Special Service Areas 14 and 15 and associated Village-funded water system extensions in the Village of Green Oaks. The project included installation of approximately 5,100 linear feet of new water main serving 29 residential lots along Cranbrook Road, Kenton Lane, and Lexington Road, as well as roadway rehabilitation using full-depth reclamation with cement stabilization. **Our construction staff coordinated closely with Village representatives, contractors, and residents, providing field inspection, quantity tracking, and documentation to support multiple funding sources.** Services also included resident coordination, inspection of water main installation and testing, oversight of roadway reconstruction, and verification that all improvements met Village standards and IEPA requirements prior to project closeout.

REFERENCES

Client relationships are important to Clark Dietz. We believe strong relationships are built by listening to and understanding our clients. We see our clients as integral members of our project teams, and we genuinely value our rapport with them. We encourage you to contact our clients listed below to discuss their experiences working with us.



Ted Sianis, PE

City Engineer
City of Elmhurst
630.530.3769
ted.sianis@elmhurst.org

Amy Sarver

Highway Commissioner
Warren Township
847.244.1101 x301
highway@warrentownship.net

Nicholas Leach, PE, CFM

Village Engineer
Village of Gurnee
847.599.7586
nleach@village.gurnee.il.us

What our Clients have to say ...



"Clark Dietz's professionalism, teamwork, ingenuity, and collaboration brought improvements well beyond the original goal... Their genuine interest in listening to our needs and vision to optimize the result brought our entire community a [project] of which they can be proud..."

– Robert Vanden Noven, PE, Director of Public Works
Port Washington, WI

"Clark Dietz remained committed to delivering a successful product, ultimately contributing to a project that has positively impacted our community in meaningful ways. The 60th Street Reconstruction project not only fulfilled its original objectives but also introduced additional benefits, such as increased mobility throughout the corridor, incorporation of planned flooding relief, and all six segments designed and constructed over \$1.5M below the City's budget, despite unforeseen challenges. Thanks to the dedication and expertise of Clark Dietz, the project stands as a lasting example of thoughtful engineering and community-driven solutions."

– Brian Cater, PE, Director of Public Works
Kenosha, WI

"The Brush Hill Roadway Improvements included a section of road that was a full reconstruction and raising of the pavement in front of two large condo buildings and a church. [Clark Dietz's] excellent communication between the contractor, city staff and these properties made this project a success, as the City didn't need to address any complaints or issues from these properties for the entire month of pavement removal, a temporary stone pavement section and paving operations."

– Michael Litwin, Civil Engineer II
City of Elmhurst



Engineering Quality of Life®

Emily Basalla, PE, CFM

Senior Vice President

Project Manager

Clark Dietz, Inc.
759 North Milwaukee Street, Suite 624
Milwaukee, WI 53202

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✉ emily.basalla@clarkdietz.com

clarkdietz.com

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**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 4, 2026

AGENDA ITEM: New Business

ITEM TITLE: Fiberoptic Telecommunications Agreements

SUBMITTED BY: Kevin Driscoll – Village Engineer

SUMMARY EXPLANATION:

The Village anticipates Fiberoptic Telecommunications installations in 2026 in STH 145/Fond du Lac Ave, Donges Bay Road, Pilgrim Road, and the subdivisions of Glenwood Heights, Pilgrim Park, Lone Oaks, Meadow Creek Crossing and Rustic Meadows. This includes one fiberoptic installation over two miles, and a second fiberoptic installation beginning with a five-mile ring that is expected to build out with significant expansion from that ring in the future.

Village staff historically have issued permits under the Village of Germantown Code of Ordinance “Section 8.06 - Street Excavations” for utility work in the right-of-way based on a fixed fee per permit application. That fee is typically \$500 for street cut permit, and \$150 for work outside of the roadway. In addition to 8.06, the Village of Germantown Code of Ordinance “Section 8.065 Regulation of Rights of Way” was established following the Telecommunications Act of 1996 to recover costs. It is anticipated that Village staff time for the plan reviews and inspections may exceed the \$500 fee and the Village would not recover 100% of the costs to review and inspect the proposed Fiberoptic Telecommunications work.

In coordination with the Village Attorney, Village staff are looking to establish agreements with the respective fiberoptic utility applicants. These agreements are intended to recover 100% of the costs associated with permit review and inspection of the fiberoptic work. The Village is looking to contract consultant services for permit reviews and inspections. Village staff have been in communication with the prospective applicants of the respective utility companies regarding these agreements based on 8.065.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____
Exhibit of anticipated Fiberoptic Work Areas, Draft Agreements, Ordinances

RECOMMENDATION:

Staff requests that the Public Works and Highways Committee recommend approval to the Village Board to enter into agreements with the respective utility companies that allows the Village to pass through costs of Consultant Permit Reviews and Inspection Services, contingent upon final review by the Village Attorney.

COMMITTEE ACTION:

A motion to support authorize staff and a vote “Aye” is in the affirmative to support the agreements.

Exhibit 1 - Overview Map

Proposed Fiberoptic Installation Area
(Lone Oaks, Meadow Creek Crossing, Rustic Meadows)

Proposed Fiberoptic Installation Area
(Donges Bay Road)

Proposed Fiberoptic Installation Area
(Pilgrim Road)

Proposed Fiberoptic Installation Area
(FDL Av)

Proposed Fiberoptic Installation Area
(Glenwood Park, Pilgrim Heights)

Village of Germantown GIS Proposed Fiberoptic Utility Installations

DISCLAIMER:

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

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



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



SCALE: 1 = 2000'

Print Date: 2/27/2026

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("this Agreement") is entered into by and between the Village of Germantown, a village organized and existing under the laws of the state of Wisconsin ("Village"), and Metro Fibernet, LLC, a Nevada limited liability company ("Licensee"), for the use of Village's rights-of-way for the installation, operation and maintenance of telecommunications facilities.

WHEREAS, the Village is the owner of certain public rights-of-way, and has adopted official standards governing the construction of facilities within those rights-of-way; and

WHEREAS, the Village is authorized under applicable law, including Village of Germantown Code of Ordinance 8.065, to grant, renew and revoke licenses for the use of the public rights-of-way for the installation, operation and maintenance of telecommunications facilities within its municipal boundaries; and

WHEREAS, Licensee desires to construct, install, operate, and maintain telecommunications facilities in and/or upon the Village's public rights-of-way (the "ROWs") within the Village's boundaries, subject to the provisions of this Agreement; and

WHEREAS, the Village desires to permit Licensee to utilize the ROWs for such purposes, subject to the provisions of this Agreement; and

WHEREAS, the Village Board has determined that establishing a License Agreement for telecommunications use of public rights-of-ways will provide an efficient and consistent framework for managing the deployment of telecommunications facilities, while ensuring compliance with applicable laws and Village standards, and without requiring a telecommunications company to seek separate Village Board approval for each site-specific permit involving a Village right-of-way; and

WHEREAS, Licensee is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken.

NOW, THEREFORE, in consideration of the above stated preambles and the mutual covenants and promises hereinafter contained, the Licensee and the Village agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into this License Agreement as if fully set forth in herein.
2. **Grant of License.** For and in consideration of the mutual covenants herein, and subject to the terms and conditions set forth herein and compliance with all Federal, State and local laws and regulations, the Village grants a non-exclusive revocable license ("License") to Licensee to use the ROWs to install, operate and maintain telecommunications and broadband equipment (the "Facilities"). This License does not convey to Licensee any right, title or interest (including

leasehold interest) in the ROWs, but constitutes only a license to use and occupy the ROWs for the purposes stated herein.

The rights granted to Licensee are and shall remain at all times subordinate to the Village's superior rights of ingress, egress, and use of the public ROWs. This Agreement and the rights granted herein are non-exclusive and do not, explicitly or implicitly, preclude the Village from granting other licenses or permissions for the installation and operation of telecommunications facilities within the Village's municipal boundaries.

3. **Term.** The term of this Agreement shall be for a period of five (5) years, beginning on the date approved by the Village Board and ending five (5) years thereafter, unless sooner terminated as provided for herein. Upon expiration of the initial term, this Agreement shall automatically renew for successive five (5) year terms. Either party may terminate this Agreement at the end of the initial term or renewal term by providing the other party with at least twelve months (12) months' prior written notice of termination.

4. **Title; Condition of ROWs.** It is understood and agreed that the Village makes no representations, warranties, or assurances regarding: (a) the condition of title or boundaries of the ROWs; (b) the condition of any underground ducts, conduits, utilities, or other facilities within the ROWs; (c) any improvements or soil conditions located on the ROWs; or (d) the suitability of the ROWs for Licensee's intended use.

Licensee assumes all risks associated with the placement, operation, and maintenance of the Facilities within the ROWs, including the suitability of the ROWs for such Facilities. Licensee accepts the ROWs in an "AS IS, WHERE IS" condition, including any environmental conditions. Accordingly, the Village shall not be liable for any damages, claims, or liabilities arising from or related to adverse claims concerning the title, boundaries, or condition of the ROWs.

5. **Location.** The location of the Facilities shall be subject to approval by the Village's Director of Public Works or designee. Unless otherwise specified in a permit issued by the Village, Licensee shall not place the Facilities in any manner that unreasonably interferes with the use of the ROWs by the Village, any utility, the general public, or other persons lawfully authorized to use or be present in the public ROWs. Licensee shall comply with all applicable Village ordinances and regulations, including the Village of Germantown Development Handbook, regarding permitting for the design, installation, operation, and maintenance of the Facilities. If any portion of the Facilities is designed to be installed in a location that does not comply with permit requirements or applicable standards, Licensee shall, at its sole cost and expense, promptly relocate such Facilities to a location approved by the Village.

6. **Use of ROWs.** In its use of the ROWs and any work performed thereon, Licensee shall comply with all applicable laws, ordinances, regulations, and requirements of Federal, State, County, and local regulatory authorities, including all applicable Village ordinances governing permitting and construction within the ROWs, including Germantown Municipal Code §8.065, attached as an exhibit to this agreement.

Prior to work in the ROW, applicant to provide registration information as outlined in sections 8.065 (d) and (e). Upon authorization from Village, Licensee shall use and occupy the ROWs solely for the installation, operation, and maintenance of the Facilities, which shall be limited to:

- underground conduit, fiber optic telecommunications cable, and related equipment where existing similar utilities are underground; and
- aerial fiber optic telecommunications cable and related equipment where existing similar utilities are aerial.

Applicant shall satisfy all requirements of the excavation permit as outlined in the Village Code of Ordinances 8.06 and 8.065. In addition, applicant to provide a traffic control plan conforming with the MUTCD, a staging plan showing equipment and materials storage areas, a communication plan for resident outreach and complaints, and a corresponding schedule for the traffic control and staging and operations. These plans are to be in accordance with the Village of Germantown Development Handbook Section 1.2 and be provided by the applicant to the Village for review, comment and approval in advance of mobilizing and beginning work. It is specifically understood that the ROWs shall not be used for the burning of refuse, the accumulation or storage of debris or other material, or for any unsanitary or unhealthful purposes. All parts of Licensee's Facilities shall be underground except in areas where existing similar utilities are aerial. Any unauthorized or impermissible use of the ROWs shall constitute a material breach of this License Agreement.

If necessary, Licensee shall adjust and/or relocate any affected portion of a permitted or unpermitted utility facility that occupies Village ROW to facilitate the alteration, improvement, safety enhancement or maintenance of a highway as may be directed by the Village. The adjustment or relocation may affect facilities off the ROW as well. A utility is responsible for all costs associated with the adjustment or relocation unless a specific Village executed utility parcel or agreement otherwise provides. This paragraph shall not impact utility priorities otherwise established by law.

7. **Installation, Operation and Maintenance.** In performing any work or exercising any rights under this Agreement, Licensee shall not obstruct or interfere in any manner with the Village's ROWs, existing utility easements, private rights-of-way, sanitary sewers, sewer laterals, water mains, storm drains, gas mains, poles, aerial facilities, or other existing telecommunications facilities without the express written approval of the Village or the owners, including franchisees, of the affected property.

Maintenance of the Facilities within the ROWs shall be the sole responsibility of Licensee. Licensee shall maintain the Facilities in good and safe condition and in compliance with all applicable Federal, State, and local laws, regulations, and policies. The Village reserves the right to enter upon and repair any damage to areas surrounding the licensed premises. If such damage is caused by Licensee, the actual, reasonable, and documented cost of such repair shall be borne by Licensee.

Notwithstanding any provisions to the contrary, in the event of an unexpected repair or emergency (“Emergency Maintenance”), Licensee is required to notify the Village’s on site representative (Inspector) and may access the ROWs and commence such Emergency Maintenance work, following communication with the Director of Public Works and as required under the circumstances.

8. **Marking.** Prior to and during any installation or relocation of any underground cables or utility lines, Licensee shall contact the Diggers Hotline One Call System (commonly known as “Call Before You Dig” or “811”) to obtain planning prints for design and for hotline markings in the respective field location to ascertain the presence and location of existing aboveground and underground facilities within the ROWs to be occupied by Licensee’s Facilities and shall install route markers in accordance with applicable law. On application materials submitted to the Village, applicant to provide Diggers Hotline registration certificate number as required by Village of Germantown Ordinance section 8.065 (e)(1)a, along with other contact registration information

Licensee agrees that it will become a member of the One Call System (811) as a requirement of this Agreement. This system is designed to alert Licensee to planned work in the rights-of-way so that Licensee can mark the location of its Facilities to avoid damage.

In the event the field markings are different than the plan drawings, such as due to changes in underground utility locations, Contractor to stop and cease work in that area, and applicant to resubmit updated plans for that excavation area.

9. **Public Safety.** Licensee or other person acting on its behalf, at its own expense, shall submit a traffic control plan for the placement and use of suitable barricades, flags, flagmen, lights, flares and other measures as required per the Manual for Uniform Traffic Control for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of any work in or affecting the ROWs or other property. The Village may require regular weekly meetings, and interim phone calls with the Foreman, to discuss safety and schedule and communication and overall project plans and progress.

10. **Restoration of ROWs.** Within fourteen (14) days after completion of initial construction operations or any repair, relocation, or removal of the Facilities, Licensee shall grade and restore all areas disturbed by such work to a condition substantially similar to that which existed prior to the work. This time period may be reasonably extended upon written request by Licensee for good cause shown. Applicant is required to notify the Village’s representative (Inspector) of restoration activity, as scheduled, to document the restoration condition and proceed as outlined in Village of Germantown Code of Ordinances sections 8.065 (j) and (k).

If weather or other conditions prevent full restoration within the required time, Licensee shall perform temporary restoration at its sole expense and shall promptly complete permanent restoration when conditions permit.

In the event Licensee fails to restore disturbed areas or make necessary repairs to the ROWs or other Village property as required herein, the Village may, after providing Licensee with at least

fourteen (14) days' prior written notice and an opportunity to cure, perform or cause such restoration or repairs to be made. The Village may then seek reimbursement from Licensee for the actual, reasonable, and documented costs incurred, which shall be supported by invoices and documentation provided to Licensee. Licensee shall remit payment within thirty (30) days of receipt of such documentation. Alternatively, the Village may draw upon any security posted by Licensee to recover such costs.

11. **Damage to Licensee's Facilities.** The Village shall not be liable for, and Licensee expressly waives, any claims for damage to or loss of Licensee's Facilities within the ROWs arising from or in connection with public works, public improvements, construction, excavation, grading, filling, or other work of any kind in the ROWs by or on behalf of the Village, except to the extent such damage or loss is caused by the Village's gross negligence or willful misconduct.

12. **Reimbursement of Village Expenses.** Licensee shall reimburse the Village for all actual, reasonable, and documented costs incurred by the Village for third-party contracted services and related expenses directly attributable to Licensee's activities under this Agreement, including but not limited to:

- (a) inspection services;
- (b) engineering or technical review;
- (c) traffic control services; and
- (d) restoration work performed by contractors on behalf of the Village.

The Village shall provide Licensee with written documentation of such costs, including copies of invoices and receipts. Licensee shall remit payment within thirty (30) days of receipt of such documentation.

In accordance with Wisconsin statutory requirements, the Village shall not charge Licensee overhead or administrative costs in excess of those amounts recoverable under state law, and any such charges must be separately itemized and supported by documentation.

This Section shall comply with applicable Wisconsin statutes and municipal ordinances governing municipal cost recovery.

13. **No Transfer or Assignment.** This License Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. During the term of this License Agreement, Licensee acknowledges and agrees that it does not have the right or authority to transfer or assign this License Agreement or any interest herein without the prior written consent of the Village; provided, however that Licensee shall have the right, without the Village's prior written consent, to assign or otherwise transfer this License Agreement to any successor entity or affiliate or subsidiary of Licensee, or to any entity into which Licensee may be merged or consolidated or which purchases all or substantially all of the assets of Licensee. Any such written consent required under this Section 12 may not be unreasonably withheld or delayed. Any

transferee or assignee must, at a minimum, show satisfactory evidence that it meets the insurance requirements and other terms, conditions, and provisions contained herein.

14. **Indemnity/Hold Harmless.** Each party (the “Indemnifying Party”) agrees to defend, indemnify, and hold harmless the other party (the “Indemnified Party”), including its officers, directors, employees, agents, affiliates, successors, and permitted assigns, from and against any and all third-party claims, actions, proceedings (including administrative or informal proceedings), judgments, damages, penalties, fines, costs, liabilities, or losses, together with reasonable attorneys’ fees and other expenses, to the extent arising directly out of or directly related to:

- (a) the Indemnifying Party’s breach of this Agreement; or
- (b) the negligent acts, errors, or omissions, or willful misconduct of the Indemnifying Party or its contractors, agents, or employees in connection with activities undertaken pursuant to this Agreement.

This indemnity shall not apply to the extent that any claim or liability results from the negligence or willful misconduct of the Indemnified Party.

Nothing contained within this License Agreement is intended to be a waiver or estoppel of the Village 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 Village 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.

15. **Insurance.** Licensee shall, at its sole expense, cause to be issued and maintained during the Term of this Agreement insurance coverages of the types and in the amounts set forth below, as applicable:

<u>Type of Insurance</u>	<u>Limit</u>	
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2,000,000
	Prod./Comp. Op. Agg.	\$1,000,000
	Personal & Adv. Injury	\$1,000,000
	Each Occurrence	\$1,000,000
Automobile Liability, including any auto, hired auto and non-owned autos	Combines Single Limit	\$1,000,000
Excess Liability, Umbrella Form	Each Occurrence	\$2,000,000
	Aggregate	\$2,000,000
Workers’ Compensation	Each Accident	\$ 500,000

Prior to commencing work on the Facilities described herein, Licensee shall furnish the Village with the appropriate Certificates of Insurance, and applicable policy endorsements. Licensee shall have the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Germantown, its officers, officials, agents and employees” as “additional insureds”.

17. **No Encumbrances.** Licensee shall not place, permit, or allow any liens, mortgages, security interests, pledges, claims, or other encumbrances to attach to or be filed against the Village’s title to the ROWs. This provision shall not restrict Licensee from granting security interests or liens in its own Facilities, provided that such interests do not encumber or otherwise affect the Village’s ownership of the ROWs.

18. **Taxes.** Nothing contained in this License Agreement shall be construed to exempt Licensee from any fee, tax, property tax levy or assessment, which is or may be hereinafter lawfully imposed on it relative to its use of the ROWs or its operation of the Facilities.

19. **Termination.** The Village may terminate this License Agreement and the License granted herein for any of the following reasons:

- (i) **Fraud or Misrepresentation:** Licensee knowingly made fraudulent, false, or materially incomplete statements in the permit application; or
- (ii) **Failure to Cure Breach:** Licensee fails to cure a material breach of this Agreement or noncompliance with any material provision after receiving written notice and a forty-five (45) day cure period; provided, however, that if such noncompliance cannot reasonably be cured within forty-five (45) days, the cure period shall be extended for such additional time as is reasonably necessary under the circumstances, provided Licensee has commenced and is diligently pursuing such cure; or
- (iii) **Public Safety Threat:** Licensee’s physical presence or the presence of its Facilities within the ROWs presents a direct or imminent threat to public health, safety, or welfare; or
- (iv) **Failure to Construct as Approved:** Licensee fails to construct the Facilities substantially in accordance with the permit and approved plans; or
- (v) **Traffic Control Deficiencies:** Licensee fails to provide required traffic control and does not respond to Village requests to correct such deficiencies within a reasonable time frame.

Upon termination of this Agreement for any reason, Licensee shall, within one hundred eighty (180) days of written notice from the Village, remove its Facilities from all Village ROWs and restore all ROWs as required herein.

This paragraph shall not apply to decisions to non-renew this License under paragraph 3.

20. **No Waiver.** The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

21. **Amendments.** This Agreement represents the entire agreement between the parties. No oral changes or modifications of this Agreement shall be permitted or allowed. Changes or modifications to this Agreement shall be made only in writing and upon necessary and proper signature of the Licensee and the Village.

22. **Notices.** Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first-class postage affixed and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

Village: Department of Public Works –
Engineering Section
N112 W17001 Mequon Road
Germantown, WI 53022

Licensee: Metro Fibernet, LLC
Attn: Sr. Vice President OSP
3701 Communications Way
Evansville, IN 47715

With a copy to: Metro Fibernet, LLC
Attn: Legal – ROW Permitting
11880 College Boulevard. Ste 100
Overland Park, KS 66210

23. **Severability.** In the event that any provision of this License Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.

24. **Conflict with Village Ordinances.** In the event of any conflict or inconsistency between the provisions of this License Agreement and any applicable Village ordinance, the terms of this License Agreement shall control and govern the rights and obligations of the parties with respect to the subject matter herein.

25. **Law and Venue.** This License Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of law principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction located within the State of Wisconsin who's jurisdiction includes Washington County, and each party hereby consents to the jurisdiction and venue of such courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and to become effective as of the date first written above.

METRO FIBERNET, LLC

By: _____

Printed Name: _____

Its:

Date: _____, 20____

VILLAGE OF GERMANTOWN

By: _____

Printed Name: _____

Its: Village President

Date: _____, 20____

8.065 REGULATION OF RIGHTS-OF-WAY. (Cr. Ord. #05-16)

- (a) **FINDINGS AND PURPOSE.** The Village finds that the passage of the Telecommunications Act of 1996 has resulted in increased use of the public rights-of-way and increased costs to the taxpayers of the Village and that these costs are likely to continue into the foreseeable future.

The Village finds that excavation and occupancy of the public rights-of-way causes direct and indirect costs to be borne by the Village and its taxpayers, including but not limited to:

- (1) Administrative costs associated with public right-of-way projects, such as registration, permitting, inspection and supervision, supplies and materials.
- (2) Management costs associated with ongoing management activities necessitated by public right-of-way users.
- (3) Repair costs to the roadway associated with the actual excavation into the public right-of-way.
- (4) Degradation costs defined as depreciation caused to the roadway in terms of decreased useful life, due to excavations into the public rights-of-way.

In response to the foregoing facts, the Village hereby enacts this ordinance relating to administration of and permits to excavate, obstruct and/or occupy the public rights-of-way, together with an ordinance making necessary revisions to other Code provisions. This ordinance imposes reasonable regulations on the placement and maintenance of facilities currently within its rights-of-way or to be placed therein at some future time. It is intended to complement the regulatory roles of state and federal agencies.

The Village's authority to enact this ordinance is pursuant, but not limited to, the following federal, state and local authority: 47 U.S.C. 253(c); Wis. Stat. § 61.34(1); Wis. Stat. § 66.0425; Wis. Stat. § 66.0915; Wis. Stat. § 86.16; Wis. Stat. § 182.017; Wis. Stat. § 196.58; and Wis. Stat. § 196.499(1).

The purpose of this [section] is to provide the Village a legal framework within which to regulate and manage the public rights-of-way, and to provide for recovery of costs. This [section] provides for the health, safety and welfare of the residents of the Village as they use the rights-of-way of the Village, as well as to ensure the structural integrity of the public rights-of-way. The Village desires to minimize and anticipate the number of excavations taking place thereon and to regulate the placement of facilities within the rights-of-way to ensure that they remain available for public services. The taxpayers of the Village bear the financial burden for the upkeep of the rights-of-way. A primary cause for the early and excessive deterioration of its rights-of-way is the frequent excavation by persons who locate facilities therein. Under this chapter, all persons who excavate, obstruct and/or occupy the public rights-of-way will reimburse the Village's administrative, ongoing management and degradation costs. Right-of-way users will bear a fair share of the financial responsibility for the integrity of the public rights-of-way.

- (b) **DEFINITIONS.** The following definitions apply in this [section]. References hereafter to "sections" are unless otherwise specified references to sections in this [section]. Defined terms remain defined terms whether or not capitalized.

"Alternative Telecommunications Utility Other" has the meaning in Wis. Stat. § 196.01.

"Applicant" means any person requesting permission to excavate, obstruct and/or occupy a right-of-way.

"Degradation" means the accelerated depreciation of the right-of-way, caused by an excavation of the right-of-way, resulting in the need to reconstruct such right-of-way earlier than would be required if the excavation did not occur,

"Department" means the Department of Public Works of the Village.

"Department Inspector" means any person authorized by the Department to carry out inspections related to the provisions of this chapter.

"Emergency" means a condition that (1) poses a clear and immediate danger to life or health, or of a significant loss of property; or (2) requires immediate repair or replacement in order to restore service to a customer.

"Excavate" means to dig into or in any way remove or physically disturb or penetrate any part of a right-of-way.

"Facilities" means all equipment owned, operated, leased or subleased in connection with the operation of a service or utility service, and shall include but is not limited to poles, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber optic cables, lines and other structures and appurtenances.

"In," when used in conjunction with "right-of-way," means over, above, in, within, on or under a right-of-way.

"Local Representative" means a local person or persons, or designee of such person or persons, authorized by a registrant to accept service and to make decisions for that registrant regarding all matters within the scope of this chapter.

"Obstruct" means to place any object in a right-of-way so as to hinder free and open passage over that or any part of the right-of-way.

"Occupy" means to dwell or reside above, on, in, or below the boundaries of the public rights-of-way.

"Permittee" means any person to whom a permit to excavate or occupy a right-of way has been granted by the Village under this chapter.

"Person" means, municipality, corporation, company, association, firm, partnership, limited liability company, limited liability partnership and individuals and their lessors, transferees and receivers.

"PSC" means the Public Service Commission of the State of Wisconsin.

"Public Utility" has the meaning provided in Wis. Stats. § 196.01.

"Registrant" means any person who has registered with the Village (1) to have its facilities located in any right-of-way, or (2) to use or seek to occupy or use the right-of-way or any facilities in the right-of-way.

"Repair" means to perform construction work necessary to make the right-of-way useable for travel, according to department specifications, or to return facilities to an operable condition.

"Repair Bond" means a performance bond, a letter of credit, or cash deposit posted to ensure the availability of sufficient funds to assure that right-of-way excavation repair work is completed in both a timely and quality manner, per Department specifications.

"Restore or Restoration" means the process by which an excavated right-of-way and surrounding area, including pavement and foundation, is reconstructed according to Department specifications.

"Restoration Bond" means a performance bond, a letter of credit, or cash deposit posted to ensure the availability of sufficient funds to assure that right-of-way excavation restoration work is completed in both a timely and quality manner, per Department specifications.

"Right-of-Way" means the surface and space above and below a public roadway, highway, street, bicycle lane and public sidewalk in which the Village has an interest, including other dedicated rights-of-way for travel purposes.

"Service" or **"Utility Service"** includes municipal sewer and water services and also includes, except as provided herein, but is not limited to (1) those services provided by a public utility as defined in Wis. Stat. § 196.01(5); (2) telecommunications, pipeline, fire and alarm communications, water, electricity, light, heat, cooling energy, or power services; (3) the services provided by a district heating or cooling system; and (4) cable service as defined and regulated under 47 U.S.C. 521 through 573. Wireless telecommunications service and cellular mobile radio telecommunications (CMRS) services as defined by Section 332(d) of the Federal Communications Act of 1996 (47 U.S.C. 332 (d)(1)) are excluded, unless these services have a presence in the right-of-way.

"Supplementary Application" means an application made to excavate or obstruct more of the right-of-way than allowed in, or to extend, a permit that had already been issued.

"Telecommunications Carrier" has the meaning in Wis. Stat. § 196.01.

"Telecommunications Provider" has the meaning in Wis. Stat. § 196.01.

"Telecommunications Rights-of-Way User" means a person owning or controlling a facility in the public right-of-way, or seeking to own or control a facility in the public right-of-way, that is used or is intended to be used for transporting telecommunication or other voice or data information. This includes telecommunications providers, utilities, ATUs, and carriers. For purposes of this chapter, a cable television system defined and regulated under Wis. Stat. § 66.082(2)(d), and telecommunication activities related to providing natural gas or electric energy services, and which are not offered for resale as telecommunications services, are not telecommunications right-of-way users.

"Telecommunications Service" means the offering for sale or the conveyance of voice, data or other information at any frequency over any part of the electromagnetic spectrum, including the sale of service for collection, storage, forwarding, switching and delivery incidental to such communication and including the regulated sale of customer premises equipment. Telecommunications service does not include cable television service, wireless service or broadcast service.

"Telecommunications Utility" has the meaning in Wis. Stat. § 196.01.

"Unusable Facilities" means facilities in the right-of-way which have remained unused for one year and for which the registrant is unable to provide proof that it has either a plan to begin using them within the next 24 months or a potential purchaser or user of the facilities.

"Village" means the Village of Germantown, Wisconsin, a Wisconsin municipal corporation.

(c) **ADMINISTRATION.** The Department of Public Works ("Department") is responsible for the administration of the rights-of-way, and the permits and ordinances related thereto.

(d) **REGISTRATION FOR RIGHT-OF-WAY OCCUPANCY.**

- (1) Registration. Each person who occupies, uses, or seeks to occupy or use, the right-of-way or any facilities in the right-of-way, including by lease, sublease or assignment, or who has, or seeks to have, facilities located in any right-of-way shall register with the Department and pay the fee set forth in subsection (f). Registration will consist of providing application information and paying a registration fee.

This section shall not apply to those persons exclusively utilizing facilities provided by another right-of-way user.

- (2) Registration Prior to Work. No person may construct, install, repair, remove, relocate, or perform any other work on, or use any facilities or any part thereof in any right-of-way without first being registered with the Department.
- (3) Exceptions. Nothing herein shall be construed to repeal or amend the provisions of a Village ordinance requiring persons to plant or maintain the tree lawn in the area of the right-of-way between their property and the street curb, construct sidewalks, install street signs or perform other similar activities. Persons performing such activities shall not be required to obtain any permits under this Chapter.

(e) **REGISTRATION INFORMATION.**

- (1) Information Required. The information provided to the Department at the time of registration shall include, but not be limited to:
- Each registrant's name, Diggers Hotline registration certificate number, address and e-mail address, if applicable, and telephone and facsimile numbers.
 - The name, address and e-mail address, if applicable, and telephone and facsimile numbers of a local representative. The local representative or designee shall be available at all times. Current

information regarding how to contact the local representative in an emergency shall be provided at the time of registration.

- c. All right-of-way users shall demonstrate to the satisfaction of the Village the financial capability to cover any liability which might arise out of their presence in the right-of-way.
 - d. If the person is a corporation, a LLC or LLP, a copy of any certificate required to be filed under Wisconsin statute as recorded and certified to by the Department of Financial Institutions.
 - e. A copy of the person's certificate of authority from the Wisconsin Public Service Commission or other applicable state or federal agency, where the person is lawfully required to have such certificate from said commission or other state or federal agency.
 - f. Execution of an indemnification agreement in a form prescribed by the Department, which is consistent with, and shall not exceed the obligations provided in, Section 1.24 herein.
- (2) Notice of Changes. The registrant shall keep all of the information listed above current at all times by providing to the Department information as to changes within 15 working days following the date on which the registrant has knowledge of any change.

(f) **REGISTRATION FEE.**

- (1) Registration Fee. The Department shall establish the registration fee in an amount sufficient to recover the costs incurred by the Village for processing registrants. This fee shall be computed as the average of labor costs, indirect costs, and other costs associated with registration.
- (2) Fee Computation. The Village may recalculate, and by resolution, establish the registration fee.

(g) **EXCAVATION PERMIT REQUIREMENT.**

- (1) Excavation permit required. Except as otherwise provided in this chapter or other chapters of the Village Code, no person shall excavate any right-of-way or place facilities in a right-of-way without first having obtained an excavation permit from the Department. No person shall excavate the right-of-way or maintain an excavation in the right-of-way beyond the date or area specified in the permit unless such person makes a supplementary application for another excavation permit before the expiration of the initial permit, pursuant to subsection (n), and a new permit or permit extension is granted.
- (2) Permit Display. A copy of any permit issued under this chapter shall be made available at all times by the permittee at the indicated work site and shall be available for inspection by the Department upon request.

(h) **EXCAVATION PERMIT APPLICATION.** Application for a permit shall be made to the Department. Permit applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

- (1) Registration with the Department if required by this chapter;
- (2) Submission of a completed permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed project and the location of all existing and proposed facilities;
- (3) Payment of all money due to the Village for:
 - a. Applicable permit fees and costs as set forth below;
 - b. Subject to section e., unpaid fees or costs due for prior excavations; or
 - c. Subject to section e., any loss, damage, or expense suffered by the Village because of applicant's prior excavations of the rights-of-way or any emergency actions taken by the Village.

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- d. When an excavation permit is requested for purposes of installing additional facilities, and the posting of a restoration bond for the additional facilities is insufficient, the posting of an additional or larger restoration bond for the additional facilities may be required.
 - e. The Department shall not deny a registrant an excavation permit because of a dispute between the Village and the registrant, related to subsections b. and/or c. if the dispute has been adjudicated in favor of the registrant or if the dispute is the subject of an appeal filed by the registrant and no decision in the matter has at yet been rendered.

(i) **EXCAVATION PERMIT FEE.**

- (1) Fee Calculation. The excavation permit fee shall be established by the Department in an amount sufficient to recover the costs incurred by the Village. This fee shall recover costs incurred by the Village for each of the following categories as provided herein:
 - a. *Administrative:* The general formula for computing the administrative fee shall be the average per-permit costs for labor plus indirect and other costs.
 - b. *Repair:* No repair fee shall be collected by the Village, however the Permittee shall be required to repair the public right-of-way to Department specifications, subject to inspection and acceptance by the Department, as per subsection (j), and to pay a degradation fee.
 - c. *Degradation:* The general formula for computing the degradation fee shall be the cost per square yard for street, overlay and seal coat multiplied by the appropriate depreciation rate for that street multiplied by the area of the patch. The area of the patch shall be calculated by adding 2 feet to each side of the actual street cut. Depreciation schedules shall be provided by type of street.
 - d. The total excavation permit fee shall be calculated as follows:
$$\text{Total Excavation Permit Fee} = \text{Administrative Cost} + \text{Degradation Fee (if applicable)}.$$
- (2) Village Exemption. Notwithstanding subsection (1)c., the Village and its contractors shall not pay degradation fees.
- (3) Payment of Permit Fees. No excavation permit shall be issued without payment of applicable fees.
- 4. Non refundable. Permit fees paid for a permit that the Department has revoked for a breach as stated in subsection (q) are not refundable.

(j) **RIGHT-OF-WAY REPAIR.**

- (1) Timing. The work to be done under the excavation permit, and the repair of the right-of-way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the permittee or when work was prohibited as unseasonable or unreasonable under subsection (p).
- (2) Repair. In addition to repairing its own work, the permittee must repair the general area of the work, and the surrounding areas, including the paving and its foundations, to the specifications of the Department. The Department shall inspect the area of the work and accept the work when it determines that proper repair has been made, per specifications of the Department. A Permittee may request to have the Village repair the right-of-way.
 - a. *Village Repair.* If the permittee requests to have the Village repair the right-of-way, the Village may accept or reject the request at its sole option. If the Village accepts, the permittee shall be billed for the Village's costs, and shall pay the amount thereof within 30 days of billing.
 - b. *Permittee Repair.* If the Permittee chooses to repair the right- of-way, it shall at the time of application for an excavation permit post a repair bond in an amount determined by the

Department to be sufficient to cover the cost of repairing the right-of-way to Department specifications. If, 36 months after completion of the repair of the right-of-way, the Department determines that the right-of-way has been properly repaired, the surety on the repair bond shall be released.

- (3) Standards. The Permittee shall perform repairs according to the specifications of the Department and/or in the conditions specified in the permit the Department shall have the authority to prescribe the manner and extent of the repair, and may do so in written procedures of general application or on a case-by-case basis.
 - (4) Guarantees. The permittee guarantees its work and shall maintain it for 36 months following its completion, except for organic material which shall be maintained for 12 months. During this period it shall, upon notification from the Department, correct all repair work to the extent necessary, using the method required by the Department. Said work shall be completed within 10 calendar days of the receipt of the notice from the Department, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonable or unreasonable under subsection (p).
 - (5) Failure to Repair. If the permittee fails to repair the right-of-way in the manner and to the condition required by the Department, or fails to satisfactorily and timely complete all repair required by the Department, the Department at its option may do such work. In that event the permittee shall pay to the Village, within 30 days of billing, the cost of repairing the right-of-way. If permittee fails to pay as required, the Village may exercise its rights under the repair bond.
- (k) **RESTORATION IN LIEU OF REPAIR AND DEGRADATION**. The permittee may elect to restore the excavation and surrounding pavement in lieu of repair and a degradation fee. If restoration is elected, the Department shall specify the area to be restored, and the methods and materials to be used for the restoration. The permittee shall then also comply with the preceding subsection (j), as applied to restoration instead of repair.
- (l) **INSPECTION**.
- (1) Notice of Completion. When the work under any permit hereunder is completed, the permittee shall notify the Department.
 - (2) Site Inspection. Permittee shall make the work site available to the Department and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.
 - (3) Authority of Department. At the time of inspection, the Village may order the immediate cessation of any work which poses a threat to the life, health, safety or well being of the public. The Village may issue an order to the registrant for any work that does not conform to the applicable standards, conditions or codes. The order shall state that failure to correct the violation will be cause for revocation of the permit. Within 10 days after issuance of the order, the registrant shall present proof to the Department that the violation has been corrected. If such proof has not been presented within the required time, the Department may revoke the permit pursuant to subsection (q).
- (m) **ONGOING MANAGEMENT FEES**.
- (1) Fee Basis. Fees shall reflect the ongoing or long-term costs to the Village of managing access to the right-of-way. These costs are exclusive of Administrative costs collected under Excavation Permit Fees. Fees shall be initially set, and may be annually re-computed, to recover the costs incurred by the Village in ongoing management of the right-of-way. Ongoing management costs include, but are not limited to, inventory maintenance, facility tracking, GIS, tree trimming, grass mowing, right of way maintenance, location marking and general inquiries related to public right-of-way users. The fee shall be based on the number of feet of right-of-way occupancy by a Telecommunications Right-of-Way

User. The per foot management fee shall be calculated as follows: Annual management fee per foot = Total annual management cost/Total ROW occupancy feet.

- (2) Payment of Fees. Ongoing management fees shall be subject to adjustment and correction at the conclusion of the calendar year. Such fees shall be paid for all and any part of a calendar year, prorated on a daily basis, during any time period in which the said person uses or occupies the right-of-way to furnish telecommunications service, or places, maintains or uses the person's wires, mains, pipes, or any other facilities in the right-of-way.

(n) **JOINT APPLICATIONS.**

- (1) Joint Application. Registrants may jointly apply for permits to excavate the right-of-way at the same place and time.
- (2) With Village Projects. Registrants who join in a scheduled excavation performed by the Village, whether or not it is a joint application by two or more registrants or a single application, are not required to pay the degradation portion of the excavation permit fee.
- (3) Shared Fees. Registrants who apply for permits for the same excavation, which the Department does not perform, may share in the payment of the excavation permit fee. Registrants must agree among themselves as to the portion each will pay and indicate the same on their applications.

(o) **SUPPLEMENTARY APPLICATIONS.**

- (1) Limitations on Area. An excavation permit is valid only for the area of the right-of-way specified in the permit. No permittee may perform any work or excavate outside the area specified in the permit, except as provided herein. Any permittee which determines that an area greater than that specified in the permit must be excavated must, before working in that greater area (1) make application for a permit extension and pay any additional fees required thereby, and (2) be granted a new permit or permit extension.
- (2) Limitation on Dates. An excavation permit is valid only for the dates specified in the permit. No permittee may begin its work before the permit start date or, except as provided herein, continue working after the end date. If a permittee does not finish the work by the permit end date, it must apply for a new permit for the additional time it needs, and receive the new permit or an extension of the old permit before working after the end date of the previous permit.
- (3) Fees for Supplementary Applications. A permittee shall pay administration costs for any additional permits. A permittee is not required to pay an additional degradation fee for the same excavation, if one has already been paid on the original permit.

(p) **OTHER OBLIGATIONS.**

- (1) Compliance with Other Laws. Obtaining a permit to excavate and/or occupy the right-of-way does not relieve permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by any other Village, County, State, or Federal rules, laws or regulations. A permittee shall comply with all requirements of local, state and federal laws. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work.
- (2) Prohibited Work. Except in an emergency, or with the approval of the Department, no right-of-way excavation may be done when seasonally prohibited or when conditions are unreasonable for such work.

(q) **REVOCATIONS, SUSPENSIONS, REFUSALS TO ISSUE OR EXTEND PERMITS.**

- (1) Grounds. The Department may refuse to issue a permit or may revoke, suspend or refuse to extend an existing permit if it finds any of the following grounds:

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- a. The applicant or permittee is required by subsection (d) to be registered and has not done so;
 - b. The applicant or permittee is seeking to perform work not included in its construction and major maintenance plan required under subsection (g); which work was reasonably foreseeable by the applicant or permittee at the time said plan was filed;
 - c. Issuance of a permit for the requested date would or interfere with an exhibition, celebration, festival, or other event;
 - d. Misrepresentation of any fact by the applicant or permittee;
 - e. Failure of the applicant or permittee to maintain required bonds and/or insurance;
 - f. Failure of the applicant or permittee to complete work in a timely manner;
 - g. The proposed activity is contrary to the public health, safety or welfare, including factors related to clear zones, fall zones and other similar concerns;
 - h. The extent to which right-of-way space where the permit is sought is available;
 - i. The competing demands for the particular space in the right-of-way;
 - j. The availability of other locations in the right-of-way or in other rights-of-way for the facilities of the permit applicant;
 - k. The applicability of ordinances or other regulations of the right-of-way that affect location of facilities in the right-of-way;
 - l. The condition and age of the right-of-way, and whether and when its is scheduled for total or partial reconstruction; or
 - m. The applicant or permittee is otherwise not in full compliance with the requirements of this chapter or other local, state or federal law.
- (2) Discretionary Issuance. Notwithstanding subsection (1)b., the Department may issue a permit where issuance is necessary (a) to prevent substantial economic hardship to a customer of the permittee or applicant, or (b) to allow such customer to materially improve its utility service, or (c) to allow the permittee or applicant to comply with state or federal law or Village ordinance or an order of a court or administrative agency.
- (3) Appeals. Any person aggrieved by a decision of the Department revoking, suspending, refusing to issue or refusing to extend a permit may file a request for review with the Public Works and Highways Committee. A request for review shall be filed within 10 days of the decision being appealed. Following a hearing, the Public Works and Highways Committee may affirm, reverse or modify the decision of the Department.
- (r) **WORK DONE WITHOUT A PERMIT.**
- (1) Emergency Situations. Each registrant shall immediately notify the Village by verbal notice on an emergency phone number provided by the Village of any event regarding its facilities that it considers to be an emergency. The registrant may proceed to take whatever actions are necessary to respond to the emergency. Within 2 business days after the occurrence of the emergency the registrant shall apply for the necessary permits, pay the fees associated therewith and otherwise fully comply with the requirements of this Chapter. If the Village becomes aware of an emergency regarding a registrant's facilities, the Department may attempt to contact the local representative of each registrant affected, or potentially affected, by the emergency. The Village may take whatever action it deems necessary to protect the public safety as a result of the emergency, the cost of which shall be borne by the registrant whose facilities occasioned the emergency.

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- (2) Non-Emergency Situations. Except in an emergency, any person who, without first having obtained the necessary permit, excavates a right-of-way must subsequently obtain a permit, and shall in addition to any penalties prescribed by ordinance, pay double the normal fee for said permit, pay double all the other fees required by this chapter or other chapters of the Village Code, deposit with the Department the fees necessary to correct any damage to the right-of-way and comply with all of the requirements of this chapter.
- (s) **SUPPLEMENTARY NOTIFICATION**. If the excavation of the right-of-way begins later or ends sooner than the date given on the permit, permittee shall notify the Department of the accurate information as soon as this information is known.
- (t) **LOCATION OF FACILITIES**.
- (1) Undergrounding. Under conformity with local, state and federal law, unless existing aboveground facilities is used, the installation of new facilities and replacement of old facilities shall be done underground or contained within buildings or other structures in conformity with applicable codes except where otherwise authorized by the Department.
- (2) Corridors. The Department may assign specific corridors within the right-of-way, consistent with Wisconsin Public Service Commission standards. All excavation or other permits issued by the Department involving the installation or replacement of facilities shall designate the proper corridor for the facilities at issue consistent with the Wisconsin Public Service Commission's corridor selection standards.
- (3) Limitation of Space. The Department may prohibit or limit the placement of new or additional facilities within the right-of-way if there is insufficient space to accommodate all of the requests of persons to occupy and use the right-of-way. In making such decisions, the Department shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but may prohibit or limit the placement of new or additional facilities when required to protect the public, health, safety or welfare.
- (u) **RELOCATION OF FACILITIES**. Except as prohibited by State or Federal law, a Registrant must promptly and at its own expense, with due regard for seasonal working conditions, permanently remove and relocate its facilities in the right-of-way whenever the Department requests such removal and relocation, and shall restore the right-of-way to the same condition it was in prior to said removal or relocation. The Department may make such request to prevent interference by the company's facilities with (i) a present or future Village use of the right- of-way, (ii) a public improvement undertaken by the Village, (iii) an economic development project in which the Village has an interest or investment, (iv) when the public health, safety and welfare require it, or (v) when necessary to prevent interference with the safety and convenience of ordinary travel over the right-of-way.
- Notwithstanding the foregoing, a person shall not be required to remove or relocate its facilities from any right-of-way which has been vacated in favor of a non-governmental entity unless and until the reasonable costs thereof are first paid to the person therefor.
- (v) **INTERFERENCE WITH OTHER FACILITIES DURING MUNICIPAL CONSTRUCTION**. When the Village performs work in the right-of-way and finds it necessary to maintain, support, shore, or move a registrant's facilities , the Village shall notify the local representative. The registrant shall meet with the Village's representative within 24-hours and coordinate the protection, maintenance, supporting, and/or shoring of the registrant's facilities. The registrant shall accomplish the needed work within 72-hours, unless the Village agrees to a longer period. In the event that the registrant does not proceed to maintain, support, shore, or move its facilities, the Village may arrange to do the work and bill the registrant, said bill to be paid within 30 days.
- (w) **INDEMNIFICATION**. Permittee expressly acknowledges and agrees, by acceptance of the permit, to indemnify, defend, and hold harmless the Village, its officers, boards, committees, commissions, elected

officials, employees and agents, from and against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Village or its agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the permittee's acts or omissions in the exercise of its rights under this permit, whether caused by or contributed to by the Village or its agents or employees.

(x) **ABANDONED FACILITIES.**

(1) Discontinued Operations. A registrant who has determined to discontinue its operations in the Village must either:

- a. Provide information satisfactory to the Department that the registrant's obligations for its facilities under this chapter have been lawfully assumed by another registrant; or
- b. Submit to the Department a proposal and instruments for dedication of its facilities to the Village. If a registrant proceeds under this clause, the Village may, at its option:
 - i. Accept the dedication for all or a portion of the facilities; or
 - ii. Require the registrant, at its own expense, to remove the facilities in the right-of-way at ground or above ground level; or
 - iii. Require the registrant to post a bond or provide payment sufficient to reimburse the Village for reasonably anticipated costs to be incurred in removing the facilities.

However, any registrant who has unusable and abandoned facilities in any right-of-way shall remove it from that right-of-way within 2 years, unless the Department waives this requirement.

(2) Abandoned Facilities. Facilities of a registrant who fails to comply with subsection (1) and which, for 2 years, remains unused shall be deemed to be abandoned. Abandoned facilities are deemed to be a nuisance. In addition to any remedies or rights it has at law or in equity, the Village may, at its option (i) abate the nuisance, (ii) take possession of the facilities, or (iii) require removal of the facilities by the registrant, or the registrant's successor in interest.

(3) Public Utilities. This section shall not apply to a public utility as defined by Wis. Stat. § 196.01(5).

(y) **RESERVATION OF REGULATORY AND POLICE POWERS.** The Village, by the granting of a permit to excavate, obstruct and/or occupy the right-of-way, or by registering a person under this chapter does not surrender or to any extent lose, waive, impair, or lessen the lawful powers and rights, which it has now or maybe hereafter granted to the Village under the Constitution and statutes of the State of Wisconsin to regulate the use of the right-of-way by the permittee; and the permittee by its acceptance of a permit to excavate, obstruct and/or occupy the right-of-way or of registration under this chapter agrees that all lawful powers and rights, regulatory power, or police power, or otherwise as are or the same may be from time to time vested in or reserved to the Village, shall be in full force and effect and subject to the exercise thereof by the Village at any time. A permittee or registrant is deemed to acknowledge that its rights are subject to the regulatory and police powers of the Village to adopt and enforce general ordinances necessary to the safety and welfare of the public and is deemed to agree to comply with all applicable general law, and ordinances enacted by the Village pursuant to such powers.

(z) **SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion of this chapter is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("this Agreement") is entered into by and between the Village of Germantown, a Village organized and existing under the laws of the state of Wisconsin ("Village"), and AT&T ("Licensee"), for the use of Village's rights-of-way for the installation, operation and maintenance of telecommunications facilities.

WHEREAS, the Village is the owner of certain public rights-of-way, and has adopted official standards governing the construction of facilities within those rights-of-way; and

WHEREAS, the Village is authorized under applicable law, including Village of Germantown Code of Ordinance 8.065, to grant, renew and revoke licenses for the use of the public rights-of-way for the installation, operation and maintenance of telecommunications facilities within its municipal boundaries; and

WHEREAS, Licensee desires to construct, install, operate, and maintain telecommunications facilities in and/or upon the Village's public rights-of-way (the "ROWs") within the Village's boundaries, subject to the provisions of this Agreement; and

WHEREAS, the Village desires to permit Licensee to utilize the ROWs for such purposes, subject to the provisions of this Agreement; and

WHEREAS, the Village Board has determined that establishing a License Agreement for telecommunications use of public rights-of-ways will provide an efficient and consistent framework for managing the deployment of telecommunications facilities, while ensuring compliance with applicable laws and Village standards, and without requiring a telecommunications company to seek separate Village Board approval for each site-specific permit involving a Village right-of-way; and

WHEREAS, Licensee is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken.

NOW, THEREFORE, in consideration of the above stated preambles and the mutual covenants and promises hereinafter contained, the Licensee and the Village agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into this License Agreement as if fully set forth in herein.
2. **Grant of License.** For and in consideration of the mutual covenants herein, and subject to the terms and conditions set forth herein and compliance with all Federal, State and local laws and regulations, the Village grants a non-exclusive revocable license ("License") to Licensee to use the ROWs to install, operate and maintain telecommunications and broadband equipment (the "Facilities"). This License does not convey to Licensee any right, title or interest (including

leasehold interest) in the ROWs, but constitutes only a license to use and occupy the ROWs for the purposes stated herein.

The rights granted to Licensee are and shall remain at all times subordinate to the Village's superior rights of ingress, egress, and use of the public ROWs. This Agreement and the rights granted herein are non-exclusive and do not, explicitly or implicitly, preclude the Village from granting other licenses or permissions for the installation and operation of telecommunications facilities within the Village's municipal boundaries.

3. **Term.** The term of this Agreement shall be for a period of five (5) years, beginning on the date approved by the Village Board and ending five (5) years thereafter, unless sooner terminated as provided for herein. Upon expiration of the initial term, this Agreement shall automatically renew for successive five (5) year. Either party may terminate this Agreement at the end of the initial term or renewal term by providing the other party with at least twelve months (12) months' prior written notice of termination.

4. **Title; Condition of ROWs.** It is understood and agreed that the Village makes no representations, warranties, or assurances regarding: (a) the condition of title or boundaries of the ROWs; (b) the condition of any underground ducts, conduits, utilities, or other facilities within the ROWs; (c) any improvements or soil conditions located on the ROWs; or (d) the suitability of the ROWs for Licensee's intended use.

Licensee assumes all risks associated with the placement, operation, and maintenance of the Facilities within the ROWs, including the suitability of the ROWs for such Facilities. Licensee accepts the ROWs in an "AS IS, WHERE IS" condition, including any environmental conditions. Accordingly, the Village shall not be liable for any damages, claims, or liabilities arising from or related to adverse claims concerning the title, boundaries, or condition of the ROWs.

5. **Location.** The location of the Facilities shall be subject to approval by the Village's Director of Public Works or designee. Unless otherwise specified in a permit issued by the Village, Licensee shall not place the Facilities in any manner that unreasonably interferes with the use of the ROWs by the Village, any utility, the general public, or other persons lawfully authorized to use or be present in the public ROWs. Licensee shall comply with all applicable Village ordinances and regulations, including the Village of Germantown Development Handbook, regarding permitting for the design, installation, operation, and maintenance of the Facilities. If any portion of the Facilities is designed to be installed in a location that does not comply with permit requirements or applicable standards, Licensee shall, at its sole cost and expense, promptly relocate such Facilities to a location approved by the Village.

6. **Use of ROWs.** In its use of the ROWs and any work performed thereon, Licensee shall comply with all applicable laws, ordinances, regulations, and requirements of Federal, State, County, and local regulatory authorities, including all applicable Village ordinances governing permitting and construction within the ROWs, including Germantown Municipal Code §8.065, attached as an exhibit to this agreement.

Prior to work in the ROW, applicant to provide registration information as outlined in 8.065 sections (d) and (e).

Upon authorization from Village, Licensee shall use and occupy the ROWs solely for the installation, operation, and maintenance of the Facilities, which shall be limited to:

- underground conduit, fiber optic telecommunications cable, and related equipment where existing similar utilities are underground; and
- aerial fiber optic telecommunications cable and related equipment where existing similar utilities are aerial.

Applicant shall satisfy all requirements of the excavation permit as outlined in the Village Code of Ordinances 8.06 and 8.065 Sections (g) and (h). In addition, applicant to provide a traffic control plan conforming with the MUTCD, a staging plan showing equipment and materials storage areas, a communication plan for resident outreach and complaints, and a corresponding schedule for the traffic control and staging and operations. These plans are to be in accordance provided by the applicant to the Village for review, comment and approval in advance of mobilizing and beginning work. It is specifically understood that the ROWs shall not be used for the burning of refuse, the accumulation or storage of debris or other material, or for any unsanitary or unhealthful purposes. All parts of Licensee's Facilities shall be underground except in areas where existing similar utilities are aerial. Any unauthorized or impermissible use of the ROWs shall constitute a material breach of this License Agreement.

7. **Installation, Operation and Maintenance.** In performing any work or exercising any rights under this Agreement, Licensee shall not obstruct or interfere in any manner with the Village's ROWs, existing utility easements, private rights-of-way, sanitary sewers, sewer laterals, water mains, storm drains, gas mains, poles, aerial facilities, or other existing telecommunications facilities without the express written approval of the Village or the owners, including franchisees, of the affected property.

Maintenance of the Facilities within the ROWs shall be the sole responsibility of Licensee. Licensee shall maintain the Facilities in good and safe condition and in compliance with all applicable Federal, State, and local laws, regulations, and policies. The Village reserves the right to enter upon and repair any damage to areas surrounding the licensed premises. If such damage is caused by Licensee, the actual, reasonable, and documented cost of such repair shall be borne by Licensee.

Notwithstanding any provisions to the contrary, in the event of an unexpected repair or emergency ("Emergency Maintenance"), Licensee is required to notify the Village's on site representative (Inspector) and may access the ROWs and commence such Emergency Maintenance work, following communication with the Director of Public Works and as required under the circumstances.

8. **Marking.** Prior to and during any installation or relocation of any underground cables or utility lines, Licensee shall contact the Diggers Hotline One Call System (commonly known as “Call Before You Dig” or “811”) to obtain planning prints for design and for hotline markings in the respective field location to ascertain the presence and location of existing aboveground and underground facilities within the ROWs to be occupied by Licensee’s Facilities and shall install route markers in accordance with applicable law. On application materials submitted to the Village, applicant to provide Diggers Hotline registration certificate number as required by Village of Germantown Ordinance 8.065 Section (e)(1)a, along with other contact registration information

Licensee agrees that it will become a member of the One Call System (811) as a requirement of this Agreement. This system is designed to alert Licensee to planned work in the rights-of-way so that Licensee can mark the location of its Facilities to avoid damage.

In the event the field markings are different than the plan drawings, such as due to changes in underground utility locations, Contractor to stop and cease work in that area, and applicant to resubmit updated plans for that excavation area.

9. **Public Safety.** Licensee or other person acting on its behalf, at its own expense, shall submit a traffic control plan for the placement and use of suitable barricades, flags, flagmen, lights, flares and other measures as required per the Manual for Uniform Traffic Control for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of any work in or affecting the ROWs or other property. The Village may require regular weekly meetings, and interim phone calls with the Foreman, to discuss safety and schedule and communication and overall project plans and progress.

10. **Restoration of ROWs.** Within fourteen (14) days after completion of initial construction operations or any repair, relocation, or removal of the Facilities, Licensee shall grade and restore all areas disturbed by such work to a condition substantially similar to that which existed prior to the work. This time period may be reasonably extended upon written request by Licensee for good cause shown. Applicant is required to notify the Village’s representative (Inspector) of restoration activity, as scheduled, to document the restoration condition and proceed as outlined in Village of Germantown Code of Ordinances 8.065 Sections (j) and (k).

If weather or other conditions prevent full restoration within the required time, Licensee shall perform temporary restoration at its sole expense and shall promptly complete permanent restoration when conditions permit.

In the event Licensee fails to restore disturbed areas or make necessary repairs to the ROWs or other Village property as required herein, the Village may, after providing Licensee with at least fourteen (14) days’ prior written notice and an opportunity to cure, perform or cause such restoration or repairs to be made. The Village may then seek reimbursement from Licensee for the actual, reasonable, and documented costs incurred, which shall be supported by invoices and documentation provided to Licensee. Licensee shall remit payment within thirty (30) days of receipt of such documentation. Alternatively, the Village may draw upon any security posted by Licensee to recover such costs.

11. **Damage to Licensee's Facilities.** The Village shall not be liable for, and Licensee expressly waives, any claims for damage to or loss of Licensee's Facilities within the ROWs arising from or in connection with public works, public improvements, construction, excavation, grading, filling, or other work of any kind in the ROWs by or on behalf of the Village, except to the extent such damage or loss is caused by the Village's gross negligence or willful misconduct.

12. **Reimbursement of Village Expenses.** Licensee shall reimburse the Village for all actual, reasonable, and documented costs incurred by the Village for third-party contracted services and related expenses directly attributable to Licensee's activities under this Agreement, including but not limited to:

- (a) inspection services;
- (b) engineering or technical review;
- (c) traffic control services; and
- (d) restoration work performed by contractors on behalf of the Village.

The Village shall provide Licensee with written documentation of such costs, including copies of invoices and receipts. Licensee shall remit payment within thirty (30) days of receipt of such documentation.

In accordance with Wisconsin statutory requirements, the Village shall not charge Licensee overhead or administrative costs in excess of those amounts recoverable under state law, and any such charges must be separately itemized and supported by documentation.

This Section shall comply with applicable Wisconsin statutes and municipal ordinances governing municipal cost recovery.

13. **No Transfer or Assignment.** This License Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. During the term of this License Agreement, Licensee acknowledges and agrees that it does not have the right or authority to transfer or assign this License Agreement or any interest herein without the prior written consent of the Village; provided, however that Licensee shall have the right, without the Village's prior written consent, to assign or otherwise transfer this License Agreement to any successor entity or affiliate or subsidiary of Licensee, or to any entity into which Licensee may be merged or consolidated or which purchases all or substantially all of the assets of Licensee. Any such written consent required under this Section 12 may not be unreasonably withheld or delayed. Any transferee or assignee must, at a minimum, show satisfactory evidence that it meets the insurance requirements and other terms, conditions, and provisions contained herein.

14. **Indemnity/Hold Harmless.** Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party (the "Indemnified Party"), including its officers, directors, employees, agents, affiliates, successors, and permitted assigns, from and against any and all third-party claims, actions, proceedings (including administrative or informal proceedings), judgments, damages, penalties, fines, costs, liabilities, or losses, together with reasonable

attorneys' fees and other expenses, to the extent arising directly out of or directly related to:

- (a) the Indemnifying Party's breach of this Agreement; or
- (b) the negligent acts, errors, or omissions, or willful misconduct of the Indemnifying Party or its contractors, agents, or employees in connection with activities undertaken pursuant to this Agreement.

This indemnity shall not apply to the extent that any claim or liability results from the negligence or willful misconduct of the Indemnified Party.

15. **Insurance.** Licensee shall, at its sole expense, cause to be issued and maintained during the Term of this Agreement insurance coverages of the types and in the amounts set forth below, as applicable:

<u>Type of Insurance</u>	<u>Limit</u>	
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2,000,000
	Prod./Comp. Op. Agg.	\$1,000,000
	Personal & Adv. Injury	\$1,000,000
	Each Occurrence	\$1,000,000
Automobile Liability, including any auto, hired auto and non-owned autos	Combines Single Limit	\$1,000,000
Excess Liability, Umbrella Form	Each Occurrence	\$2,000,000
	Aggregate	\$2,000,000
Workers' Compensation	Each Accident	\$ 500,000

Prior to commencing work on the Facilities described herein, Licensee shall furnish the Village with the appropriate Certificates of Insurance, and applicable policy endorsements. Licensee shall have the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of _____, its officers, officials, agents and employees" as "additional insureds".

17. **No Encumbrances.** Licensee shall not place, permit, or allow any liens, mortgages, security interests, pledges, claims, or other encumbrances to attach to or be filed against the Village's title to the ROWs. This provision shall not restrict Licensee from granting security interests or liens in its own Facilities, provided that such interests do not encumber or otherwise affect the Village's ownership of the ROWs.

18. **Taxes.** Nothing contained in this License Agreement shall be construed to exempt Licensee from any fee, tax, property tax levy or assessment, which is or may be hereinafter lawfully imposed on it relative to its use of the ROWs or its operation of the Facilities.

19. **Termination.** The Village may terminate this License Agreement and the License granted herein for any of the following reasons:

- (i) Fraud or Misrepresentation: Licensee knowingly made fraudulent, false, or materially incomplete statements in the permit application; or
- (ii) Failure to Cure Breach: Licensee fails to cure a material breach of this Agreement or noncompliance with any material provision after receiving written notice and a forty-five (45) day cure period; provided, however, that if such noncompliance cannot reasonably be cured within forty-five (45) days, the cure period shall be extended for such additional time as is reasonably necessary under the circumstances, provided Licensee has commenced and is diligently pursuing such cure; or
- (iii) Public Safety Threat: Licensee's physical presence or the presence of its Facilities within the ROWs presents a direct or imminent threat to public health, safety, or welfare; or
- (iv) Failure to Construct as Approved: Licensee fails to construct the Facilities substantially in accordance with the permit and approved plans; or
- (v) Traffic Control Deficiencies: Licensee fails to provide required traffic control and does not respond to Village requests to correct such deficiencies within a reasonable time frame.

Upon termination of this Agreement for any reason, Licensee shall, within one hundred eighty (180) days of written notice from the Village, remove its Facilities from all Village ROWs and restore all ROWs as required herein.

20. **No Waiver.** The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

21. **Amendments.** This Agreement represents the entire agreement between the parties. No oral changes or modifications of this Agreement shall be permitted or allowed. Changes or modifications to this Agreement shall be made only in writing and upon necessary and proper signature of the Licensee and the Village.

22. **Notices.** Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first-class postage affixed and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

Village: Village Clerk
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

Licensee: AT&T
Attn: Jeff Oldenburg
<Address>

With a copy to: AT&T
Attn: Legal – ROW Permitting
<Address>

23. **Severability.** In the event that any provision of this License Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.

24. **Conflict with Village Ordinances.** In the event of any conflict or inconsistency between the provisions of this License Agreement and any applicable Village ordinance, the terms of this License Agreement shall control and govern the rights and obligations of the parties with respect to the subject matter herein.

25. **Law and Venue.** This License Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of law principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction located within the State of Wisconsin, and each party hereby consents to the jurisdiction and venue of such courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and to become effective as of the date first written above.

AT&T

By: _____
Printed: _____
Title: _____

Date: _____, 20____

VILLAGE OF GERMANTOWN

By: _____
Printed: _____
Title: Village President

Date: _____, 20____

8.06 STREET EXCAVATIONS. (Rep. & Recr. Ord. #5-94)

- (1) **PERMIT REQUIRED.** (Am. Ord. #10-05) No person shall excavate in any street, alley or public ground without a permit therefore from the Public Works Department.
- (2) **FEE.** (Am. Ord. #9-00; Am. Ord. #10-05; Am. Ord. #36-05)
 - (a) The following permit issuance and administration fees shall be collected by the Public Works Department prior to the issuance of any permit for excavating in the municipal right-of-way but outside paved or improved streets, and excavating within a paved or improved street, except that such fees shall not apply to telecommunications carriers and utilities, public service corporations, and cooperative associations organized under Ch. 185, Wis. Stats., to furnish telecommunications, gas, light, heat or power services:
 1. For excavating in the municipal right-of-way but outside paved or improved streets: \$200.00.
 2. For excavating within a paved or improved street: \$500.00.
 - (b) The following permit issuance and administration fees shall be collected by the Public Works Department prior to the issuance of any permit to telecommunications carriers and utilities, public service corporations, and cooperative associations organized under Ch. 185, Wis. Stats., to furnish telecommunications, gas, light, heat or power services, for excavating in the municipal right-of-way but outside paved or improved streets, and excavating within a paved or improved street:
 1. For excavating in the municipal right-of-way but outside paved or improved streets, and for excavating within a paved or improved street: \$150.00.
- (3) **PROTECTION OF THE PUBLIC.** (Am. Ord. #10-05) No permit shall be issued unless the method of construction and location of the work to be performed shall be such that the public safety and convenience will not be impaired. The person seeking the permit (1) shall erect and maintain such barriers, warning lights and signs in accordance with the Manual on Uniform Traffic Control Devices as to adequately inform the traveling public of the nature and location of the work being performed, and (2) shall comply with all provisions and conditions as stated on the permit.
- (4) **REPAIR OF STREET OPENING.** The person to whom a permit is issued under this section shall complete the work involved as soon as possible and shall immediately repair all pavements, gutters and sidewalks in as good condition as before the opening and as may be directed by the Village Engineer in accordance with standards and specifications established by the Public Works Committee and on file in the office of the Village Engineer.
- (5) **CERTIFICATE OF INSURANCE REQUIRED.** In addition, the applicant shall file with the Village Clerk a certificate of general liability and property damage insurance in the amount of \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 aggregate and \$500,000.00 property damage per occurrence, \$500,000.00 aggregate, conditioned that the applicant will indemnify and save harmless the Village, its officers and agents against all injuries and property damage resulting or arising from any negligence on the part of the applicant or his agents, employees or subcontractors and that such applicant or his insurer shall notify the Village, in writing, 10 days prior to the cancellation of any certificate of insurance afforded hereunder.
- (6) **PERFORMANCE BOND.** (Cr. Ord. #10-05) Applicant shall submit to the Public Works Department a performance bond or check in the amount of \$1,500.00 to be returned upon satisfactory completion of road opening repair and final inspection.
- (7) **EXPIRATION.** (Cr. Ord. #23-10) Permits shall remain valid for 90 days from the date of issuance, after which the permit shall expire.

-
- (8) **PENALTIES.** (Cr. Ord. #23-10) Persons who violate the terms of the permit or who neglect to receive an approved permit before beginning street excavation in the right-of-way shall be penalized as provided in section 25.04 of the Municipal Code.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 16, 2026

PLACEMENT: Action Item

ITEM TITLE: Contract with Ruekert & Mielke to design Main Street Lift Station and Old Farm Lift Station improvements in amount not to exceed \$532,659.00 (ACTION) **Updated Attachment**

SUBMITTED BY: Kevin Driscoll, Village Engineer, Timothy Zimmerman, Superintendent

SUMMARY EXPLANATION:

The Utility Advisory Committee, Public Works and Highway Committee and Village Board authorized the generation of the Sanitary Sewer System Facilities Plan in 2024 and finalized the Main Street and Old Farm Lift Station Facilities Plan Report in 2025. The Village Board approved a budget amount for a consultant contract to design improvements to the Main Street and Old Farm Lift Stations and force mains. Staff requested proposals to select consultants with experience in lift station design. The proposals are summarized:

Firm	Hours	Amount
Ruekert Mielke	2,917	\$532,659
S.E.H.	3,952	\$795,215
ATI	5,352	\$1,094,478
MSA	6,513	\$1,122,472

Hourly rates are comparable ranging from \$172/hr to \$204/hr, where the budgeted amount of hours is based on the respective consultants' project background familiarity of the Village's sanitary system.

ATTACHMENT:

1. Germantown, Village of - Main St_Old Farm Lift Station_Force Mains

STAFF RECOMMENDATION:

Village Staff requests the Public Works and Highways Committee recommend to the Village Board the award of a contract for Consultant Design Services to Improve Main Street Lift Station and Old Farm Lift Station and Force Mains to Ruekert Mielke on a time and materials basis in an amount not to exceed \$532,659.

ACTION BY COMMITTEE:

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

VILLAGE OF GERMANTOWN



Consultant Design Services to Improve Main Street Lift Station and Old Farm Lift Station and Force Mains (#2609)

February 20, 2026

February 20, 2026

Matthew Mortwedt
Director of Public Works
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

Re: Consultant Design Services to Improve Main Street Lift Station and Old Farm Lift Station and Force Mains (#2609)

Mr. Mortwedt:

Ruekert & Mielke, Inc. is pleased to submit our proposal to provide professional engineering services for the Main Street Lift Station and Old Farm Lift Station and Force Mains project. We have received and reviewed addenda 1 through 4 and have incorporated their requirements into this submittal.

A Proven Team Aligned with the Village's Project Goals

The Village is undertaking a critical investment in its wastewater conveyance system to address aging infrastructure, improve reliability, and support long-term growth. Over 45 years of work with the Village culminated most recently in our collaboration on the Facilities Plan for this project. Our long-standing knowledge of the Village's wastewater system, combined with the recent study efforts and ongoing engagement with Village staff, positions the R/M team and the Village to move forward with confidence in developing this project.

In-House Expertise for Efficient Project Execution

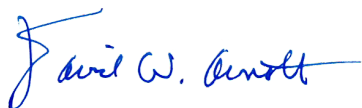
Our multidisciplinary, in-house team offers comprehensive expertise in wastewater process design, force mains, structural, mechanical, electrical, HVAC, environmental permitting, and SCADA integration. This approach provides continuity, clear accountability, and a coordinated design that supports constructability and long-term system performance.

Proven Navigation of WDNR and Clean Water Fund Requirements

Our environmental team offers extensive experience navigating WDNR and Clean Water Fund Program requirements. This expertise supports the Village's regulatory compliance and funding objectives while minimizing delays during permitting and implementation.

We appreciate the opportunity to support the Village on this important project and look forward to continuing our long-standing partnership. If you have any questions or would like additional information, please let us know.

Sincerely,
RUEKERT & MIELKE, INC.



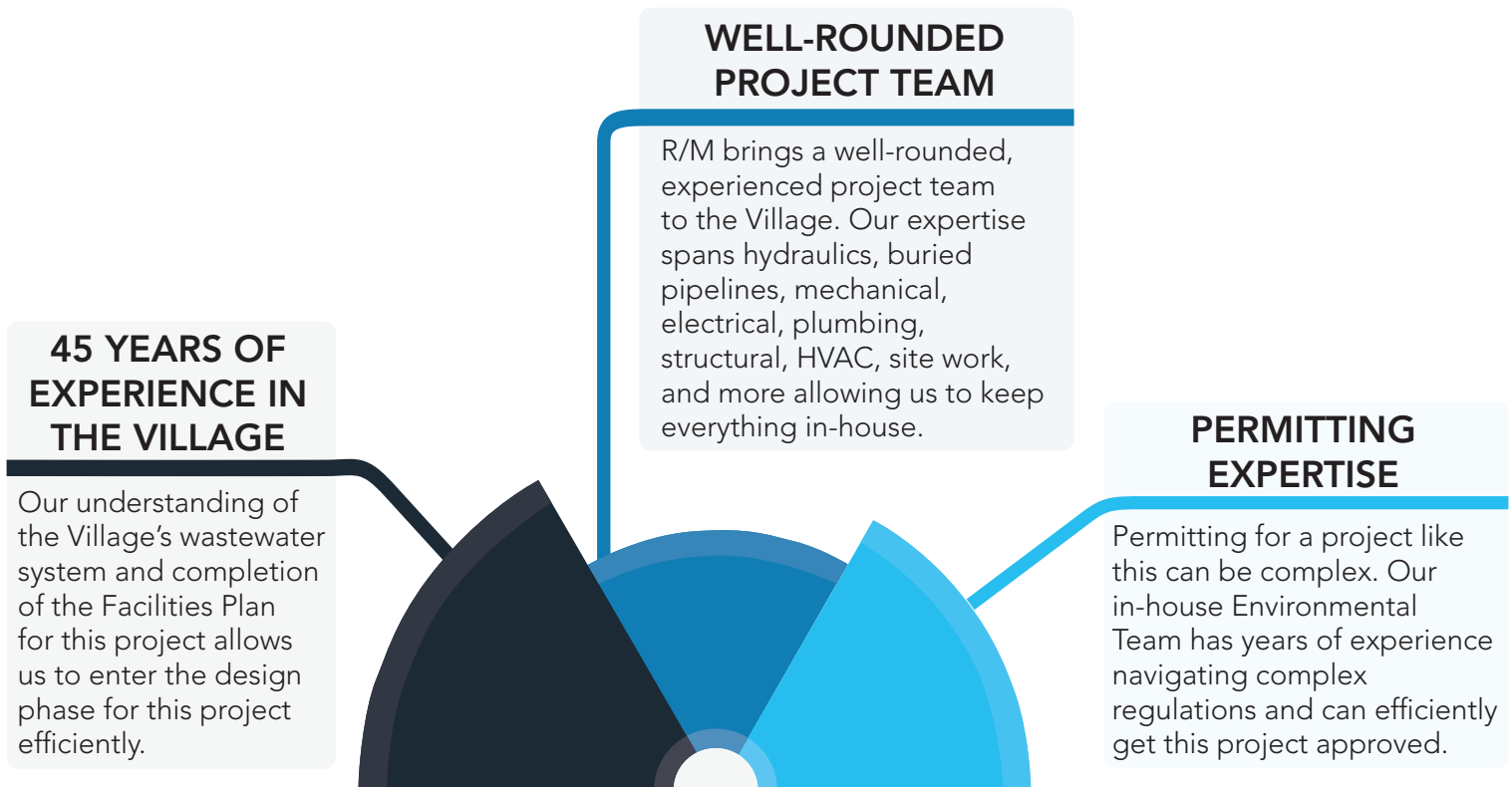
Dave Arnott, P.E.
Project Manager
darnott@ruekert-mielke.com



Jerad Wegner, P.E.
Client Liaison
jwegner@ruekert-mielke.com

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KEY DIFFERENTIATORS

WHY RUEKERT & MIELKE?

Ruekert & Mielke, Inc. (R/M) is uniquely positioned to support the Main Street and Old Farm lift station and force main project with expertise, experience, and a deep understanding of the Village's specific needs.

R/M has worked with the Village for over 45 years on your sanitary sewer system and lift stations. We are familiar with your collection system, lift stations, permitting system, internal committee organization, approval processes, and SCADA system. This will reduce hassle and extra effort on the part of the Village for this project with a tight design timeline. **Dave Beyer, Dave Arnott, and Jared Wegner offer a combined 72 years of experience with the Village.**

EXPERIENCE WITH THE VILLAGE



Dave Beyer
30 YEARS



Dave Arnott, PE
26 YEARS



Jared Wegner, PE
16 YEARS

Our environmental group delivers comprehensive environmental permitting expertise. This is critical for this project with complex permits, such as waterway crossings, wetland permits and floodplain permits. **We will work to identify the critical path for environmental and other permitting at the project onset through a permitting matrix that we will prepare initially with the preliminary Design Study Report. The R/M environmental group will be an asset to the Village for this project with multiple complex permits.**

Our Environmental Experts are skilled in compliance efforts and permits, including:



Wetland & Waterway Disturbance Permitting



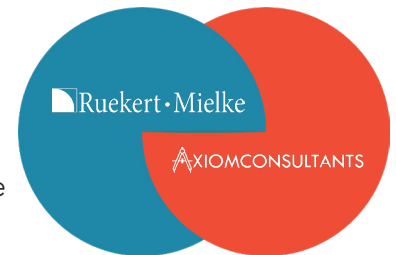
Threatened Endangered Species Compliance



Cultural, Archeological, & Historic Compliance Oversight

R/M has a full-service team that includes electrical, mechanical, structural, plumbing, and HVAC.

R/M acquired Axiom Consultants in 2024 to provide our clients with in-house structural, plumbing, and HVAC services. This advantage will provide the Village with structural, plumbing, and HVAC services will provide cohesion and consistency for the design project.



The Axiom addition to R/M also brings enhanced building expertise and design to R/M. No subconsultants for electrical, mechanical, structural, plumbing, and HVAC will be used by R/M on this project.



R/M's reputation extends beyond the Village, with a **proven history of similar successful projects for communities across southeastern Wisconsin**, including:

- Lake Pewaukee Sanitary District
- Village of Hartland
- City of Oconomowoc
- City of Pewaukee
- Village of Pewaukee

Area operators consistently provide positive references to our work.

REGIONAL REPUTATION



R/M offers the Village of Germantown a high-value solution for this project. Our long history with your system, combined with in-house multidisciplinary and environmental expertise, allows us to anticipate challenges, streamline coordination, and deliver a cohesive design that supports reliable operations and long-term performance.



PROJECT UNDERSTANDING

The Village is undertaking a significant upgrade to its two primary wastewater conveyance assets: the Main Street and Old Farm Lift Stations and their associated force mains to address aging infrastructure, operational reliability, and long-term capacity needs. Both stations, constructed in 1986, are critical components of the Village's conveyance system and are currently challenged by pump clogging, aging mechanical/electrical systems, limited ventilation, aging building assets such as roofing and brickwork, and capacity constraints associated with future growth, including anticipated full build-out with development in the Town of Richfield.

The Village's 2025 Facilities Plan, authored by R/M, outlines a comprehensive improvement strategy that increases conveyance capacity, enhances reliability and safety, and provides the redundancy needed for long-term system resilience. The final WDNR Facilities Plan approval is pending, and the R/M design will incorporate all elements as described in the approved plan.

Lift Station Conditions & Drivers

Both facilities are wet well/dry well stations with three pumps, a recirculation chopper pump for rag mitigation, and original 1986 equipment. The Main Street station provides 6,250 gpm of firm capacity, and Old Farm provides 7,400 gpm of firm capacity. While structurally sound, both stations require modernization to address capacity, ventilation, safety,

and operational issues, particularly the persistent clogging problems that reduce pump efficiency and increase maintenance burden at the most critical times during wet weather events.

Force Main Improvements

At Main Street, the existing force main consists of a 16-inch ductile iron pipe, while at Old Farm, it is a 20-inch ductile iron pipe. These existing pipes will be retained and lined to backup systems for redundancy. New C-900 PVC force mains with larger diameters (20-inch and 30-inch) will be installed to deliver the increased conveyance capacity needed for anticipated growth. The new mains may follow the current alignment and are likely to be constructed using open-trench methods, which support cost-effectiveness and simplify both permitting and easement processes. Three options for force main alignment will be presented to the Village in the preliminary Design Study Report. We will coordinate with the Village to help determine the optimal force main route from each station.

Process, Mechanical, HVAC, Electrical, and Structural Upgrades

The project includes comprehensive mechanical improvements: new pumps and motors at Old Farm, upgraded pump impellers at Main Street, and full replacement of original check and plug valves. Aging overhead cranes require replacement due to parts unavailability.



Main Street Pumps

HVAC upgrades are essential to increase ventilation in the lower pump rooms and avoid Class I, Division 1 classification. Conversion from electric to natural gas heating, heat recovery units in the generator rooms, and corrosion-minimizing exhaust routing are key safety and energy-efficiency improvements for the HVAC systems.

Electrical modernization includes new motor control centers, switchgear, PLC-based controls, and upgraded service capacity. The existing variable frequency drives will be reused.



Old Farm Motor Control Center

New Buildings and Facility Enhancements

Two significant new structures will be constructed at each site: the Generator Buildings and the Screenings Buildings. Both will be designed to match the architecture of the existing buildings and will provide expanded functionality. Natural-gas-powered standby

generators will be appropriately sized to supply power to all three pumps at each station, ensuring full redundancy and resiliency during outages. The new Screenings Buildings will include an automated fine screen and washer/compactor, which will greatly reduce the frequency of pump clogging and the amount of pump maintenance required.



Old Farm Lift Station

Building and site upgrades will include roof replacement, tuckpointing, wet well HVAC improvements, wet well crack sealing, and replacement of access door interlocks. These improvements are intended to extend the life of existing assets and enhance operator safety.



Main Street Lift Station

Funding and Regulatory Framework

The Village intends to finance the project through the WDNR Clean Water Fund Program (CWFP), which provides low-interest loans and can significantly reduce life-cycle costs. Design must therefore incorporate all CWFP requirements, including Buy America, Build America (BABA) provisions, documentation for financial assistance, and coordination with WDNR throughout permitting and bidding.



PROJECT APPROACH

There are several technical factors that we will be focusing on early in the project:

1 R/M will confirm that new station piping is not required for the Old Farm lift station. We expect the fittings immediately before and after the pumps may have to be replaced. We will confirm that no additional pump room space is needed at the Old Farm station.

2 The size of the screening facilities at each station will be critical. The hydraulics of sewer system immediately upstream of each lift station are very important. We will have to determine how much the sewer can be surcharged at each station with a partially blinded screen. It is likely that a screen with a lower capacity compared with the projected peak hour (8.0 MGD for Main Street and 13.7 MGD for Old Farm) capacity may be economical and still provide a significant reduction in the amount of rags entering the wet well. In general, residents do not use more rags in wet weather when flow rates to the lift stations are the highest. However, we also realize that higher-than-normal flow rates can dislodge rags that are caught up in the sewers and temporarily cause a release of significant rags in a slug.

3 The pump controls will be analyzed to accommodate the temporary higher flow rates to the wet well when the screen takes several steps clearing the screen field. When this happens, wastewater at a high flow rate will enter the wet well. R/M will coordinate the screen controls with the pump controls to optimize overall performance.

4 The methodology of lining the existing force main with its bends will be investigated. Detailed specification and design will be completed based on coordination with multiple contractors. R/M has already started this process in the lift stations Facilities Plan.

R/M will utilize our full-service team with our technical expertise to deliver a complete, accurate, constructible, and CFWP-compliant project while minimizing operational disruptions and ensuring long-term performance.

1. Project Initiation and Data Collection

We will begin with a comprehensive kick-off meeting to confirm project goals, facility constraints, schedules, and design preferences. Early tasks include:

- Reviewing the Facilities Plan and integrating any WDNR feedback.
- Verifying pump curves, hydraulic conditions, and operational histories.
- Conducting field assessments of structural, mechanical, HVAC, electrical, and Instrumentation & Control (I&C) components.
- Surveying force main routes for constructability, utility conflicts, and restoration needs. We plan to use a drone flight for each force main route. We have used drones before on utility projects in the last 5 years to efficiently capture existing utility (paint and flags) and topographic information.

These initial tasks were completed by R/M in the successful design of the recent Lake Pewaukee Sanitary District Lift Station 13 Reconstruction project. We will use this experience for the Village of Germantown.

2. Basis of Design Development

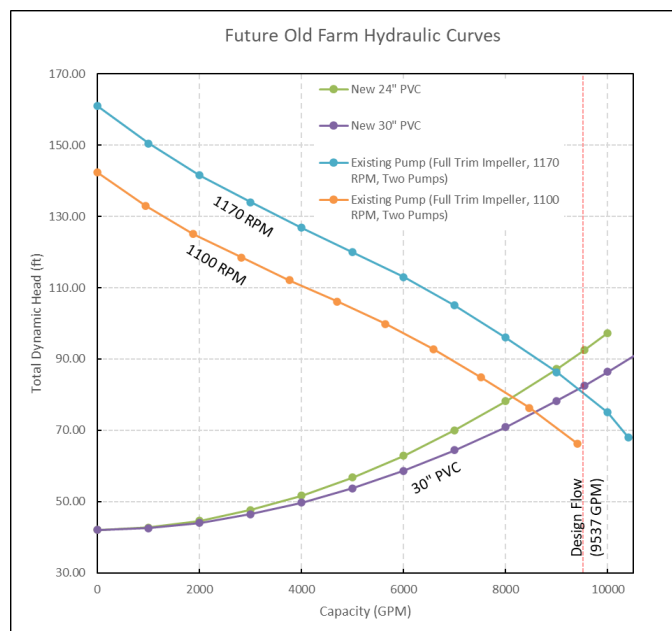
As a foundation for our design, we will prepare a preliminary and final Design Study Report (DSR) that clearly defines:

- A listing of project upgrades based on our kickoff meeting and initial coordination.

- An initial size, location and configuration of the Generator and Screenings Buildings.
- Three alternatives to the force main alignment for each station.
- We will identify how the new force main for Old Farm Lift will be constructed with respect to the Village's plan to reconstruct Division Road in 2027 from the Jefferson Creek to County Line Road.
- Force main lining methodology and constructability.

R/M will meet and coordinate with the Village on the preliminary and final Design Study Report. After coordination with the Village and a decision on the chosen route, a Final Design Study Report will be issued along with 30% plans. The deliverables of this report and plans are:

- Pump selection and hydraulic modeling for both stations and force mains.



Old Farm Hydraulic Curve From Study

- Mechanical and HVAC design standards consistent with code and safety requirements.
- Initial footprint, layout, size, and configuration for the new Generator and Screenings Buildings.
- Initial electrical one-lines, MCC and PLC configurations, and standby power needs.
- Wet well rehabilitation approach and confined-space entry improvements.
- Open-trench force main construction sequencing and traffic/restoration requirements.

- Geotechnical analysis of the lift station sites and chosen force main route.
- 30% plans.
- Initial cost estimate.

The DSR will be reviewed collaboratively with Village staff to ensure alignment before progressing to detailed design.

3. Detailed Design (60% and 90% Submittals)

Design will proceed through structured milestones, each accompanied by cost estimates and permitting updates. Key design elements include:

Force Mains: Plan and profile drawings, air release valves, connection/tie-in details, and lining approach for the existing mains.

Lift Station Improvements: Pump sizing, structural modifications, valve replacement details, crane replacements, and wet well rehabilitation specifications.

Buildings: Architectural, structural, HVAC, plumbing, electrical, and controls design for both new buildings.

Electrical Systems: New MCCs, PLC panel design, generator integration, grounding, and safety compliance.

I&C and SCADA: Standardized controls architecture that aligns with Village preferences. We will coordinate the new designed controls and telemetry equipment at each location with the Village's SCADA system. SCADA design will be completed. SCADA integration (most of item Addendum 2, item 5.7.1) will be completed in a future construction phase.

Constructability reviews at each stage ensure safe sequencing, efficient tie-ins, and minimized downtime.

4. Permitting and CWWP Coordination

We will prepare all WDNR submittals required for:

- WDNR lift station and force main plan review and permitting.
- Environmental permits (floodplain, storm water, wetland and waterway, other).
- CWWP Application and Financial Assistance Agreement and loan closing coordination after the bidding process.

- Buy American Build American compliance and material certifications.

Our team maintains up-to-date knowledge of WDNR review timelines and will coordinate closely to avoid schedule delays.

5. Public Bidding Support

We will prepare complete, biddable, and clear contract documents including front-end specifications consistent with CFWP requirements (e.g. Disadvantaged Business Enterprise solicitation, Federal wage rates, and Buy America, Build America provisions). Bidding services include:

- Conducting a pre-bid meeting.
- Answering bidder questions.
- Managing addenda.
- Attending bid opening.
- Reviewing bids and preparing award recommendations.
- Our scope includes bidding services for the Old Farm and Main Street projects separately. Main Street will likely be approximately one year after the Old Farm bidding.

6. Construction-Period Support (If Authorized)

Although construction management is not part of the RFP, our documents will be prepared with construction-phase clarity in mind.

Subconsultants

R/M does not propose the use of subconsultants for this project. **We will complete all work in-house, which will streamline coordination and support efficient project delivery while keeping the project on schedule.**

PROJECT SUCCESS

We will utilize our technical expertise and knowledge of the Village to deliver a high-quality design for this crucial project. By grounding design decisions in the Facilities Plan, engaging closely with Village operators, and aligning with WDNR CFWP requirements, we will deliver a project that meets future growth needs, enhances safety, and extends the life of critical wastewater assets.

Project Flexibility

The R/M team also offers the Village project flexibility in the following aspects:



R/M will present the option to the Village to bid the Old Farm lift station and force main project approximately 1 year before the bid for the Main Street lift station and force main.



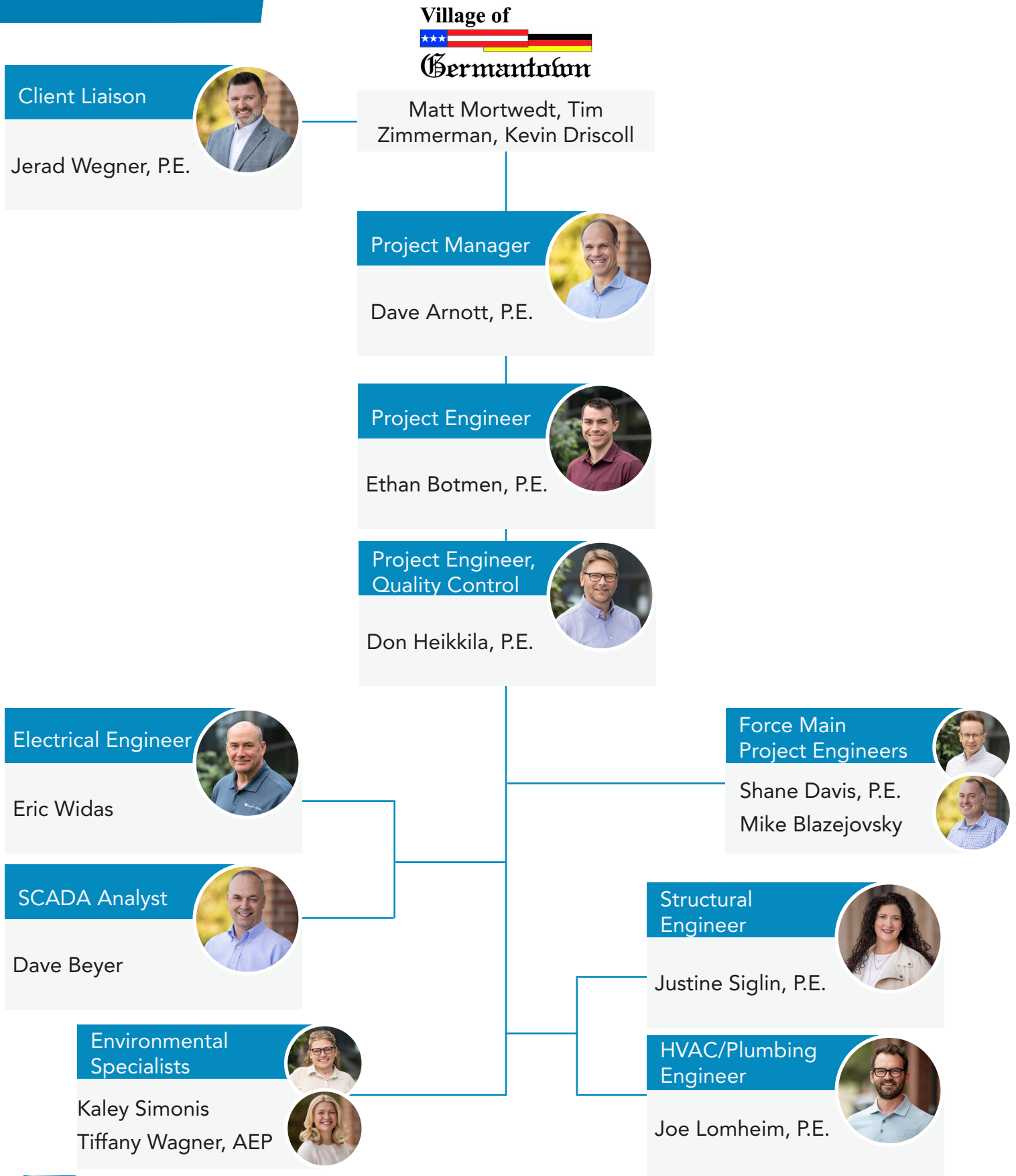
R/M will present the option to the Village to bid both lift stations and force main together. In this case, there would be one phase construction project.



R/M will present three force main route options for each lift station. The Village can choose the option that is optimum for cost and ongoing maintenance.



ORGANIZATIONAL CHART



OUR TEAM



DAVE ARNOTT, P.E.
Project Manager

Dave will serve as the Project Manager and oversee overall management for the design and bidding phases. He has more than 25 years of experience in the municipal water and wastewater industry and has completed numerous lift station projects. His expertise includes hydraulics, pump selection, process mechanical design, and lift station plumbing and HVAC. His experience spans the planning, design, bidding, and construction phases.



ETHAN BOTMEN, P.E.
Project Engineer

Ethan will lead the site, process mechanical, and building design. He has four years of experience in the municipal water and wastewater industry, including a recent design project with upgrades at 21 lift station locations. Typical improvements included pump replacements, hydraulic upgrades, and building design.



DON HEIKKILA, P.E.
Project Engineer, Quality Control

Don brings more than 27 years of experience in the water and wastewater industry. He has expertise in process mechanical, instrumentation, electrical, and building systems. Don's strong attention to detail and focus on completeness support his role in quality assurance.



JOE LOMHEIM, P.E.
HVAC and Plumbing Engineer

Joe is a Senior Mechanical Engineer with over 15 years of experience in building systems design and construction with plumbing and HVAC. He will lead the plumbing and HVAC design for the Screening Building, Generator Building and existing buildings at each lift station.



JUSTINE SIGLIN, P.E.
Structural Engineer

Justine is a Senior Structural Engineer with over a decade of experience in building design and construction. She will lead the building design for the Screening and Generator Buildings at each lift station.



ERIC WIDAS
Electrical Engineer

Eric will serve as the Project Engineer for electrical and controls. He has completed several lift station upgrades with new or replacement natural gas powered standby generators. He designs 480V power distribution for R/M water and wastewater projects and has experience with SCADA systems, including PLC programming. Eric will work closely with Dave Beyer to ensure the correct controls, SCADA, and telemetry components are specified for the new station.



DAVE BEYER
SCADA Analyst

Dave will assist Eric with the controls and telemetry design for the new lift station components. During construction, Dave will lead telemetry coordination for alarms and generator operational status. He will ensure this information is integrated into the station PLC and communicated back to the City's main SCADA system.



SHANE DAVIS, P.E.
MIKE BLAZEJOVSKY
Project Engineers

Mike will design the existing force main lining and assist Shane with the new force main design. They recently completed the design and construction management of 7,000 feet of force main for the Lake Pewaukee Sanitary District. They will apply this experience to the Village of Germantown project.



KALEY SIMONIS
TIFFANY WAGNER, AEP
Environmental Specialists

Kaley and Tiffany will oversee environmental compliance, including wetland and waterway disturbance permitting, threatened endangered species compliance, and cultural, archaeological, and historic compliance oversight.



DAVID W. ARNOTT, P.E.

PROJECT MANAGER

With 27 years of municipal wastewater experience, Dave interfaces with multiple internal project stakeholders to ensure alignment and efficiency on the design process. He is committed to delivering high-quality results and will work closely with the Village to ensure a reliable, long-term solution for the Old Farm and Main Street lift station and force main project. Dave realizes that close communication with the Village throughout the design process is critical to success.

EXPERTISE:

- Screening Processes
- Hydraulics
- Mechanical Equipment
- Standby Power
- Energy Efficiency
- Force Main Design

EXPERIENCE

Dave is an experienced project manager specializing in wastewater infrastructure design and improvement. He has led numerous lift station and treatment facility upgrades, focusing on enhancing safety, efficiency, and providing capacity for future growth. Dave has successfully managed projects involving influent pumping system upgrades, screening facilities upgrades, and standby power improvements. With a strong ability to lead multidisciplinary teams, he ensures projects are completed on time and within budget while prioritizing reliability and cost-effective solutions that benefit operators and communities for decades.

LIFT STATION EXPERIENCE

Atkinson Street Lift Station Upgrade

Village of Mukwonago

This project upgraded the Village's largest lift station by converting the existing dry pit station to a submersible design, eliminating confined space hazards associated with the buried steel pump chamber. The improvements significantly increased station capacity to support future development in the tributary area. A new control building now houses the valves and controls near the wet well, and the station was upgraded from a duplex to a triplex design. The enhanced system also resolved issues with rags accumulating on pump impellers. The existing wet well was reused to reduce costs, and the station now operates without confined spaces.

Wastewater Treatment Facility Influent Lift Station Upgrade

Village of Mukwonago

To meet increased influent pumping demands, this project converted an existing dry pit station with a buried steel pump chamber into a modern dry pit design within a heated, well-lit, and ventilated pump room, eliminating confined space hazards. The new underground pump room houses three larger-capacity dry pit submersible pumps, piping, and valves, providing a peak hour capacity of 3,600 GPM. Upgraded pumps prevent rag accumulation, improving facility operations. Variable speed drives and enhanced controls were also implemented for better performance during peak events.

CONTACT

262.542.5733
darnott@ruekert-mielke.com
Waukesha

EDUCATION

- Master of Science, Civil Engineering and Mechanics - University of Wisconsin, Milwaukee
- Bachelor of Science, Civil and Environmental Engineering - University of Wisconsin, Madison



DAVID W. ARNETT, P.E.
PROJECT MANAGER

Kopmeier Drive Lift Station

Village of Pewaukee

This project upgrades the existing dry pit lift station to a submersible design, eliminating confined space hazards associated with the buried pump and valve chamber. The improvements increase station capacity to accommodate future growth in the tributary area. A new adjacent control building will house valves, controls, and a standby generator, while the existing concrete wet well will be preserved with an epoxy coating for longevity. Variable speed drives will enhance pumping rate flexibility, and special permitting was required due to the station's proximity to a railroad. This project is currently in construction.

Wastewater Treatment Facility Influent Lift Station Upgrade

City of Columbus

The City needed extra capacity for its influent pumping at the wastewater treatment facility. Five vertical line shaft pumps were replaced with three larger capacity dry pit submersible pumps for maintenance considerations. The pumps were located in an existing lower level pump room in a building. Valve and pipe fitting changes were made too. With the different style pumps, staff no longer must grease shaft couplings at elevated levels increasing safety. The station capacity was expanded to over 3,500 gpm. The newer pumps no longer catch rags improving the operation of the facility. The pump motors were outfitted with variable speed drives and the controls were upgraded for improved operation during peak events.

Jericho Acres Lift Station Upgrade

City of Pewaukee

This project upgraded an existing dry pit station to a submersible design, eliminating the buried steel pump chamber and associated confined space hazards. The existing wet well was reused to reduce costs. A new building was constructed to house pump controls, switchgear, valves, and a standby generator, with valve access available from both inside and outside the building. The upgrade also increased station capacity to accommodate future development in the tributary area.

WWTF UPGRADE EXPERIENCE

Wastewater Treatment Facility Screening Upgrade

City of Columbus

The City replaced their screening facilities that were located on the wet well deck level. The new screen and washer/compactor were located on the finished floor level. The upgrade improved operator safety by eliminating the need to manually carry bagged screenings up a staircase 25 feet deep on a daily basis. The project greatly reduced the operators from needing to access the lower level of the influent wet well which contained hazardous gases. The project included much updated screening and washing equipment and ventilation equipment that benefited the City with enhanced operations.

Grit Removal System Wastewater Treatment Facility Upgrade

City of Oconomowoc

Project Manager for the replacement and upgrade of the facilities grit removal system. Dave led a technical team for planning, design, and construction management for a newer, more efficient grit removal system. This project included mechanical, hydraulic, structural, electrical, and control components. The upgraded system allowed the facility to capture more grit protecting downstream processes and tanks.

Wastewater Treatment Facility & Screening Addition

Village of Mukwonago

The Village replaced their comminuter (cutting and grinding) facilities with screening facilities. A new fine screen was placed in the lift station wet well deck. Rags and debris were removed before the wastewater fell to the lower wet well level. Screenings were automatically transferred to the ground floor level of a building addition where the screenings compactor was located. Here, the screening were washed and compacted before being compressed and collected in a rolling dumpster for disposal. The project included new plumbing, electrical and HVAC equipment for code requirements. The project allowed inert material to be removed at the headworks of the facility instead of collecting in downstream tanks and treatment processes. The farm-applied biosolids from the facility are now cleaner and do not contain rag material that was previously only cut up in smaller pieces.



ETHAN J. BOTMEN, P.E.

PROJECT MANAGER

Ethan has hands-on and project administration experience with a wide range of municipal engineering and pursued his master's studies to focus on water and wastewater treatment. Ethan focused on studying the biochemistry involved in treating a variety of constituents, as well as experimenting with different water treatment technologies.

EXPERIENCE

Lift Station 13 Reconstruction

Lake Pewaukee Sanitary District

The goal of this project was to convert an existing wet well/dry well "can-style" lift station into a submersible station without routine confined entry concerns. Ethan assisted in the mechanical design of the system and site design, as well as coordinating between disciplines for a canopy-covered wet well and controls building.

Mukwonago WWTF Biosolids Study

Village of Mukwonago

For this ongoing study, Ethan checked calculations for solids generation, developed conceptual designs for alternatives, and conducted equipment sizing and cost coordination. This study will provide the Village with a plan for more efficient management of their biosolids including the potential to accept high strength waste.

Waterford Lift Station Upgrades

Waterford Sanitary District #1

This design project was to upgrade lift station facilities that were determined to have undersized pumping capabilities in a previous study. Ethan assisted in hydraulic calculations and subsequent pump sizing. He also worked on the site and mechanical design at multiple lift stations, and is currently assisting in ongoing construction administration.

Main Street & Old Farm Lift Station Facilities Plan Report

Village of Germantown

This study focused on identifying the upgrades necessary for two major lift stations in the Village. Ethan assisted in hydraulic calculations and cost estimating for establishing a plan and budget for improvement.

Evergreen Lift Station Upgrades

City of Cedarburg

This project converted an existing wet well/dry well "can-style" lift station into a submersible station with an above ground control and valve building. Ethan was the project manager for this project and designed the hydraulic and mechanical features as well as site design for the lift station and nearby access driveway.

CONTACT

920.876.6382
ebotmen@ruekert-mielke.com
Green Bay

EDUCATION

- B.S. - Civil & Environmental Engineering
- University of Wisconsin, Madison
- M.S. - Civil & Environmental Engineering
- University of Minnesota, Twin Cities

REGISTRATIONS & AFFILIATIONS

- Professional Engineer - WI



DONALD J. HEIKKILA, P.E.

PROJECT ENGINEER, QA/QC

Don has over 25 years of experience with planning, design, and construction administration related to Wastewater Pumping, Wastewater Treatment, and Water Supply and Treatment facilities. Don is the engineer of record for the Erie Sewer Authority and is the project manager for planning studies and capital projects for the City of Erie/ Erie Sewer Authority Wastewater Treatment Plant.

CONTACT

920.876.6382
dheikkila@ruekert-mielke.com
Green Bay

EDUCATION

- B.S. - Environmental Engineering
- Michigan Technological University

REGISTRATIONS & AFFILIATIONS

- Professional Engineer - WI, PA
- Central States Water Environment Association (CSWEA)
- Water Environment Federation (WEF)
- Wisconsin Wastewater Operators Association (WWOA)
- American Waterworks Association (AWWA)



» professional «
engineer

EXPERIENCE

Wastewater Treatment Facility Upgrade

City of Oconomowoc

Lead designer for grit removal system. Project involved replacing the aeration system and grit collection and dewatering system for the existing aerated grit chambers with an induced vortex stacked tray grit removal system and the installation of grit pumps and high efficiency grit classification and dewatering equipment. The project also involved repairs and painting of circular sludge and scum collector mechanisms in one primary clarifier and one secondary clarifier.

Wastewater Treatment Facility Upgrade

Village of Mukwonago

Lead designer. The project involved rehabilitating the existing floating covers for anaerobic digesters, the addition of a pumped mixing system for the anaerobic digesters, replacement of the grit pump and grit classifier and dewatering equipment, enhancements to the grit chamber, and the addition of a septage receiving station.

Wastewater Treatment Facilities Design & Planning

- City of Oconomowoc
- City of Peshtigo
- Village of Suring
- Salem Utility District
- City of Waupaca
- City of Erie
- Town of Baileys Harbor
- Village of Mukwonago
- City of Oconto Falls
- Village of Crivitz

Sewage Lift Stations

- Village of Suamico
- City of Peshtigo
- Village of Mishicot
- Kenosha County Parks
- Delevan Lake Sanitary District
- City of Columbus
- Village of Mukwonago
- Village of Crivitz

Industrial Wastewater Treatment Design & Operation Assistance

- Industrial Meat Processing
- Dairy/Cheese, WI & MN



SHANE DAVIS, PE
FORCE MAIN PROJECT
ENGINEER

Office

90.876.6382

Email

sdavis@ruekert-mielke.com

Education

- Master of Science, Civil &
Environmental Engineering
- Brigham Young University, Utah
- Bachelor of Science, Civil
Engineering
- Brigham Young University, Idaho

Shane is a project engineer with experience in the design and planning of water supply, distribution systems, and booster stations. Shane also has experience with drinking water and wastewater treatment processes design and construction administration.

PROJECT HIGHLIGHTS

Lift Station 13 Force Main | Lake Pewaukee Sanitary District

Shane designed 7,000 feet of new 16-inch force main for the LPSD's Lift Station 13. The force main is located under a county trunk highway and was carefully designed around existing utilities including water, sewer, gas, and communication lines. Shane's responsibilities included creation of project drawings, specifications, and project contract, obtain DNR approval, and construction administration.

State Highway 117 Water Main Replacement | Village of Bondeul

Shane was the primary design engineer for a water main replacement along State Highway 117. The project included roughly 2,700 feet of new water main. Shane's responsibilities included water main design and writing project specifications for review within the Wisconsin Department of Transportation.

ADDITIONAL EXPERIENCE

- Water Distribution System Modeling | Village of Howard
- Well Head Protection Programs | Village of Oregon
- Well Site Investigation | Village of Menomonee Falls



MIKE BLAZEJOVSKY
FORCE MAIN PROJECT
ENGINEER

Office

262.542.5733

Email

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Education

- Bachelor of Science, Civil
Engineering
- Marquette University

Mike has extensive experience managing a wide variety of projects including sanitary and storm sewer inspection, sewer condition analysis, sewer main and lateral rehabilitation, chemical grouting, manhole rehabilitation, sanitary and storm sewer design, sanitary sewer inflow and infiltration studies, cost estimating, and quantity take-offs. Mike also has unique field experience with hands-on installation of sewer, water, and storm utilities as well as design, permitting, and installation of Private Onsite Wastewater Treatment Systems (POWTS) in the State of Wisconsin.

PROJECT HIGHLIGHTS

Lift Station 13 Force Main | Lake Pewaukee Sanitary District

Completed design, bidding, and construction management for a 7,000 linear foot 16-inch diameter force main installation to serve a new pumping station and alleviate capacity issues within the LPSD sanitary system. The project required significant coordination with other municipal and County stakeholders and was completed early and under budget.

Sanitary Sewer Interceptor Rehabilitation | Lake Pewaukee Sanitary District

Completed planning, design, bidding, and currently managing construction of televising, lining, and grouting of the Sanitary District's main sanitary sewer interceptor, which showed signs of severe deterioration in many locations. A key component of the project was planning for bypass of the District's main lift station, pumping almost continuously through an existing 16" Force Main.

ADDITIONAL EXPERIENCE

- Sanitary Sewer System Facilities Plan | Village of Germantown



JUSTINE SIGLIN, PE
STRUCTURAL ENGINEER

Office

319.519.6220

Email

jsiglin@axiom-con.com

Education

Bachelor of Science, Civil
Engineering (Structures)
- Iowa State University

Justine is a Senior Structural Engineer with over a decade of experience in building design and construction. She specializes in multi-story wood, concrete, and steel structures, as well as architectural integration, existing building analysis, and historic rehabilitation. As a team leader, Justine manages projects from concept through completion, ensuring tailored, cost-effective solutions that meet client goals.

PROJECT HIGHLIGHTS

Lift Station 13 Reconstruction | Lake Pewaukee Sanitary District

Justine completed the structural design efforts, project drawings, and specifications for a new control building, a new adjacent wet well structure, and a canopy structure covering the wet well. The control building was designed as a masonry structure with a wood framed roof, supported on traditional shallow foundation system. The interior design aspects of the control building included a recessed in ground control room, generator pad, and equipment hoist beam. The wet well structure was designed out of concrete and extended 36 feet below grade. The owner also requested the design of a steel framed, open air, canopy structure over the surface of the wet well. Integrated into the design of the canopy was a hoist beam system and two operable roof hatches. The roof hatches were controlled by a hydraulic ram system allowing the hatches to be opened, providing the required access for pumping equipment to easily gain entrance into the wet well for required maintenance and pumping.

ADDITIONAL EXPERIENCE

- Reasoner Dam Analysis | City of Humboldt
- Muscatine County Maintenance Building | City of Muscatine



JOE LOMHEIM, PE
HVAC & PLUMBING
ENGINEER

Office

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Email

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Education

Bachelor of Science, Mechanical
Engineering
- University of Iowa

Joe is a Senior Mechanical Engineer with over 15 years of experience in building systems design and construction. He leads the Mechanical, Electrical, Plumbing, and Technology (MEPT) Division, specializing in systems analysis, specialty studies, and building rehabilitation. He oversees multidisciplinary coordination and ensures seamless delivery from kickoff to completion. His expertise and leadership make him a trusted consultant for integrated solutions that align with client goals.

PROJECT HIGHLIGHTS

Harrison Elementary School Additions & Renovations | City of Cedar Rapids

Joe provided mechanical engineering leadership for the Harrison Elementary School additions and renovations. His work included HVAC system design, plumbing layouts, and integration with architectural plans to ensure energy efficiency and occupant comfort.

Iowa River Power Building Rehabilitations | City of Coralville

Joe managed mechanical system upgrades for the historic Iowa River Power Building. He focused on modernizing HVAC and plumbing systems while preserving the building's character and meeting current code requirements.

ADDITIONAL EXPERIENCE

- The MoLo Historica Rehabilitation | City of Des Moines
- Field Day Brewery Co. | City of North Liberty
- MidAm Building Supply New HQ | City of Mount Pleasant



ERIC WIDAS
ELECTRICAL ENGINEER

Office

920.876.6382

Email

ewidas@ruekert-mielke.com

Education

Bachelor of Science, Electrical
Engineering

- Michigan Technological University

Eric has more than 34 years of design and project management experience in the water, automotive, pulp and paper, food, packaging and personal hygiene industries. Eric has a broad range of skill sets including facility power distribution, generators, motor control, instrumentation, CAD, and PLC/SCADA software.

PROJECT HIGHLIGHTS

Lift Station Upgrades | Waterford Sanitary District

20 Lift Station upgrades included electrical designs for three new generator/pump control buildings, new pump control panel specification for all locations, instrumentation and PLC/SCADA upgrades.

Well 3 Upgrade & Well 6 Building | Village of Oregon

Well 3 upgrade included electrical designs for replacing an existing MCC, new outdoor generator, chemical rooms additions, SCADA/PLC panel replacement, and other facility upgrades. Well 6 new construction included electrical designs for a MCC, building lighting, HVAC, chemical rooms, filter system, PLC/SCADA panel, and generator.

ADDITIONAL EXPERIENCE

- Lift Station Upgrades | Village of Hartland, Village of East Troy, Village of Pewaukee
- Well 4 HMO Treatment Upgrade | Village of Pewaukee
- SCADA & PLC | City of New Berlin
- Wastewater Treatment Facility Aeration Expansion | Village of Slinger
- Booster Station Upgrades | City of Muskego



DAVE BEYER
SCADA ANALYST

Office

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Email

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Education

Associate of Science, Electrical
Engineering Technology

- Wisconsin School of Electronics

Dave brings over 30 years of SCADA experience that includes the design, configuration, start-up, training, and operations support of SCADA systems for water and wastewater utilities.

PROJECT HIGHLIGHTS

Village of Germantown

- SCADA Service Work
- SCADA Upgrades
- Goldendale Booster SCADA Integration
- Well 4 Controls & SCADA
- Well 7 SCADA PLC Integration
- Well 12 SCADA Integration
- SCADA Radio System Upgrade

Water & Wastewater Utility - SCADA System | Village of Grafton

Responsibilities included: Evaluation of SCADA system status and preparation of System Analysis report; SCADA system hardware and software design; SCADA computer network and radio network design; supervision of radio system hardware installation and configuration; coordination of the project team throughout system design and deployment; on-going support for the entire SCADA system.

ADDITIONAL EXPERIENCE

- SCADA System Design & Analysis
- Design & Integration of Controls and SCADA Telemetry (Lift Station Rehabilitation/Upgrade)
- PLC Programming & Network Design



KALEY SIMONIS

ENVIRONMENTAL
SPECIALIST & PERMITTING

Office

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Education

Bachelor of Science, Environmental
Studies, Business Minor,
Concentration in Leadership &
Management
- California University, Pennsylvania

Kaley brings more than 15 years of experience in environmental project management and planning. She specializes in complex permitting, and excels in coordinating field data collection, government communication, and stakeholder engagement to ensure the successful completion of permit applications. Her strategic approach to ecological assessments has led to the successful delineation, routing, and oversight of environmentally sensitive projects.

PROJECT HIGHLIGHTS

Wisconsin Public Service Commission (PSC) Construction Authorizations

Kaley facilitates project planning and guidance for clients to meet PSC's Application Filing Requirements for critical infrastructure projects, including water towers, wells, and treatment facilities.

Clean Water Act 401/404 Permitting

Kaley has been performing wetland and waterway disturbance permitting and compliance for over 15 years. She has worked across the state of Wisconsin to facilitate compliance for projects ranging from private development to large scale municipal infrastructure, and utility scale development. She provides guidance during sitting to facilitate compliance and scheduling.

ADDITIONAL EXPERIENCE

- NEPA/WEPA Environmental Assessments for Clean Water Fund/Safe Drinking Water Loan Programs and Community Development Block Grant



TIFFANY WAGNER, AEP

ENVIRONMENTAL
SPECIALIST & PERMITTING

Office

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Email

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Education

Bachelor of Science, Environmental
Studies, Minor in Geoscience
- University of Wisconsin, Parkside

Tiffany plays a key role in integrating environmental considerations into project development and ensuring regulatory compliance. She has supported environmental review efforts for municipal, utility, and private sector projects, including Certified ER Reviews, NEPA/WEPA reviews under the SDWLP, and wetland and waterway permitting and field assessments. Her work includes evaluating natural resource impacts, coordinating with regulatory agencies, and providing field data to support project planning.

PROJECT HIGHLIGHTS

Certified Endangered Resource (ER) Review

Perform ER Reviews to screen a proposed project area for potential impacts on endangered resources like rare plants, animals, and natural communities for clients.

Wetland and Waterway Permitting Compliance

Support municipal, utility, and private sector projects through preparation and coordination of state and federal wetland and waterway permits. Experience includes permitting for road improvements, paths, water main extensions, and other infrastructure. Responsibilities include impact evaluation, preparing applications, coordinating with regulators, and ensuring compliance.

ADDITIONAL EXPERIENCE

- Wetland and Waterway Delineation
- Safe Drinking Water Loan Program Environmental Review
- Wisconsin Public Service Commission (PSC) Construction Authorization

LIFT STATION, FORCE MAIN, SCREENING FACILITIES PROJECT EXPERIENCE

R/M has partnered successfully with dozens of municipal clients over the past 40 years to complete lift station, force main, and screening projects. The table below highlights our experience with these project types. It includes brief project descriptions, a dot matrix illustrating similarities to the Germantown components, the R/M staff who completed the work and are part of this project team, and reference information.

Client/Project Name	Project Components	Clean Water Fund	Screening Facilities	Building	Standby Generator	Team/Area of Responsibility	Contact
City of Columbus WWTF Screening Facilities	Design new screenings facilities with fine screen and washer/compactor. Design of building addition to house screening equipment. HVAC upgrades.		X	X		Dave Arnott - Mechanical and Building Don Heikkila - Electrical and Controls	Peter Gallun 920-630-0037
WI Dept of Admin. Div. of Facilities Development Oshkosh Correctional Institute	Design new heavy duty screenings facilities with fine screen and washer/compactor. Design of building addition to house screening equipment. HVAC upgrades. Plumbing upgrades.		X	X		Dave Arnott - Mechanical and Building Don Heikkila - Electrical and Controls	Kathy Kalscheur (retired)
Village of Mukwonago WWTF Upgrade	Design new screenings facilities with fine screen and washer/compactor. Design of building addition to house screening equipment. HVAC upgrades. Plumbing upgrades.		X	X		Dave Arnott - Mechanical and Building	Wayne Castle 262-441-1366
City of Oconomowoc WWTF Septage Receiving Improvements	Project management of new septage receiving screening facilities, lift station, and storage system.		X	X		Dave Arnott - Administration and Management Mike Hallada - Inspection	Tim Reel 262-569-2192
Lake Pewaukee Sanitary District Lift Station 13 Reconstruction	Design of 7,000 feet of 16-inch PVC force main. Design of new lift station, with chopper pumps for rags, building design and canopy design. Project includes standby generator.	X		X	X	Dave Arnott, Ethan Botmen - Mechanical and Building Eric Widas, Dave Beyer - Electrical and Controls Shane Davis - Force Main Justine Siglin - Structural Joe Loheim, Plumbing and HVAC Don Heikkila - QA/QC	Tom Koepp 262-333-9603
City of Cedarburg Evergreen Lift Station Upgrade	Design of new lift station to replace a dry pit station, also included new wet well and bike path.			X	X	Ethan Botmen - Mechanical and Buildings Eric Widas, Dave Beyer - Electrical and Controls Don Heikkila - QA/QC	Mike Weiser 262-375-7900
Town of Waterford Sanitary District No. 1 Lift Station Upgrades	Design of upgrades at 21 lift stations. Upgrades included new pumps, buildings, generators, controls, and SCADA system.	X		X	X	Ethan Botmen, Dave Arnott - Mechanical and Buildings Eric Widas, Dave Beyer - Electrical and Controls Don Heikkila - QA/QC	Dan Dickinson 414-331-0065
City of Oconomowoc Northeast Park Lift Station	New submersible lift station. Provide generator inside new park shelter building.			X	X	Dave Arnott - Structural, Mechanical, and Site Work	Tim Reel 262-569-2192
Village of Mukwonago Atkinson Dr. Lift Station	Add generator and valve building. Replace controls and valves. Convert station to submersible design.			X	X	Dave Arnott - Site Plan and Mechanical Don Heikkila - Electrical and Controls	Dave Brown 262-363-6416
City of Columbus Kiwanis Lift Station Renovation	Flow rate analysis with pump run time data, pump replacement and generator addition, wet well mixing system addition.				X	Dave Arnott - Mechanical Don Heikkila - Electrical and Controls	Peter Gallun 920-623-5915
Village of Hartland Crystal Drive Lift Station Renovation	Building addition, generator addition, telemetry upgrade.			X	X	Dave Arnott - Building	Tom Jensen 262-367-8168
City of Cedarburg Dorchester Dr. Lift Station	Convert drypit station to submersible design. Provide piping and valves in new generator building.			X	X	Dave Arnott - Mechanical Don Heikkila - Electrical and Controls	Mike Wieser 262-375-7900
Village of Benseville Redmond Reservoir Pump Station Upgrade	Storm water pump station rehabilitation including mechanical.					Dave Arnott - Site Plan and Mechanical	Mehul Patel 630-350-3405
City of Crystal Lake Lift Station 12 upgrade	Pump replacement, piping upgrades & MCC replacement.					Dave Arnott - Mechanical	Dan Langguth 815-459-2020, ext. 4169

Client/Project Name	Project Components	Clean Water Fund	Screening Facilities	Building	Standby Generator	Team/Area of Responsibility	Contact
Village of Dousman Main Street Lift Station	New submersible lift station with building. Electrical & piping upgrades. New force main & gravity sewer.			X	X	Dave Arnott - Site Plan, Mechanical, and Force Main	262-965-3302
City of Muskego McShane Dr. Lift Station	Wet well rehabilitation. Emergency force main to creek. Valve replacement. Controls replacement.					Dave Arnott - Site Plan and Mechanical	Tim Bourdo 262-679-4100
Village of Mukwonago Black Bear Lift Station	New submersible lift station with building.			X	X	Dave Arnott - Site Plan and Mechanical	Dave Brown 262-363-6416
City of Pewaukee Northmound Dr. Lift Station	Replace generator and building. Replace controls. Add auxiliary pump connection. Rehabilitate maintenance elevator. Re-route force main. Reconfigure site. Provide temporary pumping facilities.			X		Dave Arnott - Mechanical, Structural and Site Plan	Jane Mueller 262-691-0804
City of Oconomowoc Lily Rd. Lift Station	Replace valves. Replace pumps and a portion of force main. Incorporation of salvaged control panel. Add wet well riser sections. Add valve manhole.					Dave Arnott - Mechanical, and Force Main	Tim Reel 262-569-2192
City of Pewaukee Jericho Acres Lift Station	Convert drypit station to submersible design. Provide piping and valves in new generator building.			X	X	Dave Arnott - Mechanical	Jane Mueller 262-691-0804
Village of Menomonee Falls Menomonee Ave Lift Stations and Force Main	Wet weather sewage lift stations & force main. Reroute sewage to another party of collection system with greater capacity. Project included 12,000 feet of 12-inch forcemain.			X		Dave Arnott - Main and Gravity Sewer Force	Tom Hoffman 262-535-4415
Village of Germantown Lift Station No. 6	Replace generator in relocated building. Replace pumps, valves, drives and controls. Replace manhole decks. Provide temporary pumping facilities.			X	X	Dave Arnott - Mechanical and Structural	Tim Zimmerman 262-253-7765
Village of Hartland Arlene Dr. Lift Station	Updated controls, added VFDs, replace pumps. Provide temporary pumping facilities.				X	Dave Arnott - Mechanical Don Heikkila - Electrical Dave Beyer - Controls and SCADA	Tom Jensen 262-367-8168
City of Pewaukee Kopmeier Dr. Lift Station	Replace pumps. Add valve manhole. Replace generator, building and controls. Provide temporary pumping facilities. Draw down testing.				X	Dave Arnott - Mechanical, Structural and Site Work	Jane Mueller 262-691-0804
Village of Dousman WWTF	Design new screenings facilities with fine screen and washer/compactor	X	X	X		Dave Arnott- Mechanical and Process	262-965-3302

"Dave Arnott and Ruekert & Mielke did a fantastic job with the rehabilitation of two of our lift stations in 2024. We had no issues during the project. The whole process went smoothly."

Peter Gallun
Lead Wastewater Operator
Columbus WWTP

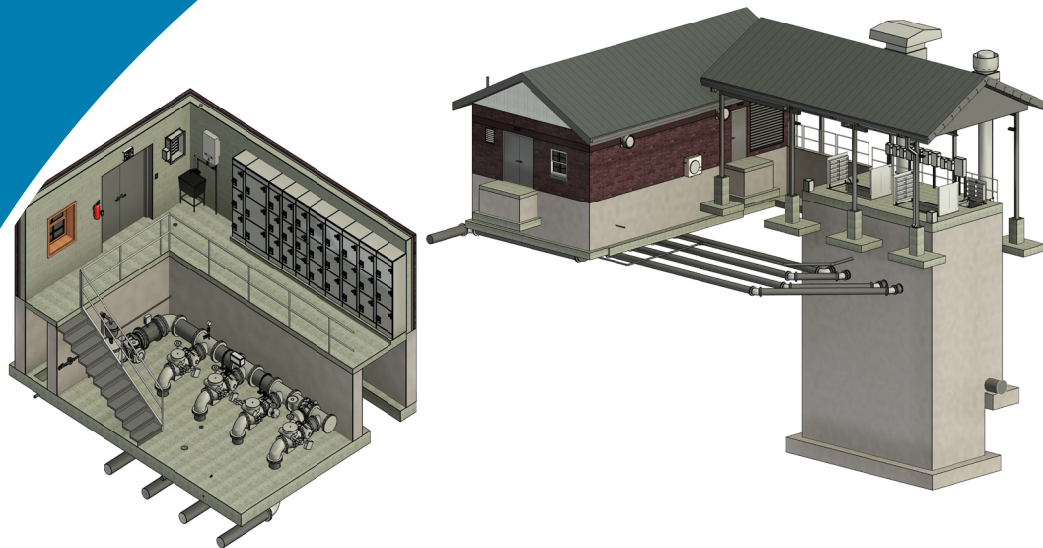
Dan Dickinson
President
Town of Waterford
Sanitary District

"I have worked personally with Dave Arnott and his team and find them excellent to work with. We are currently working with Dave and his team on our large lift station upgrade design project. They adapted well to the ideas we had and our needs. Dave also did a great job guiding us through the Clean Water Fund application process which will save the District over \$1M during the course of the 20-year loan. The depth and breadth of their capabilities, from engineering through help with securing favorable financing for the project is beyond our expectations. I highly recommend Ruekert & Mielke, Inc."

"You can always rely on Dave and his team to respond to your needs. You call and they answer, there is no delay in response time. This is absolutely critical when the pressure is on. Dave has a great professional relationship with the WDNR and is well respected in the field. This is key to getting approvals and achieving project success."

Thomas Koepp
Manager
Lake Pewaukee
Sanitary District

LAKE PEWAUKEE SANITARY DISTRICT



SERVICES

- Planning
- Cost Estimating
- Design
- Bidding
- Clean Water Fund Application

PROJECT TEAM

- Dave Arnott, PE
- Eric Widas
- Ethan Botmen, PE
- Justin Siglin, PE
- Joe Loeheim, PE
- Bill Bancroft
- Dave Beyer

CLIENT CONTACT

Tom Koepp
Manager
Lake Pewaukee Sanitary
District
262.691.4485
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LIFT STATION 13 RECONSTRUCTION

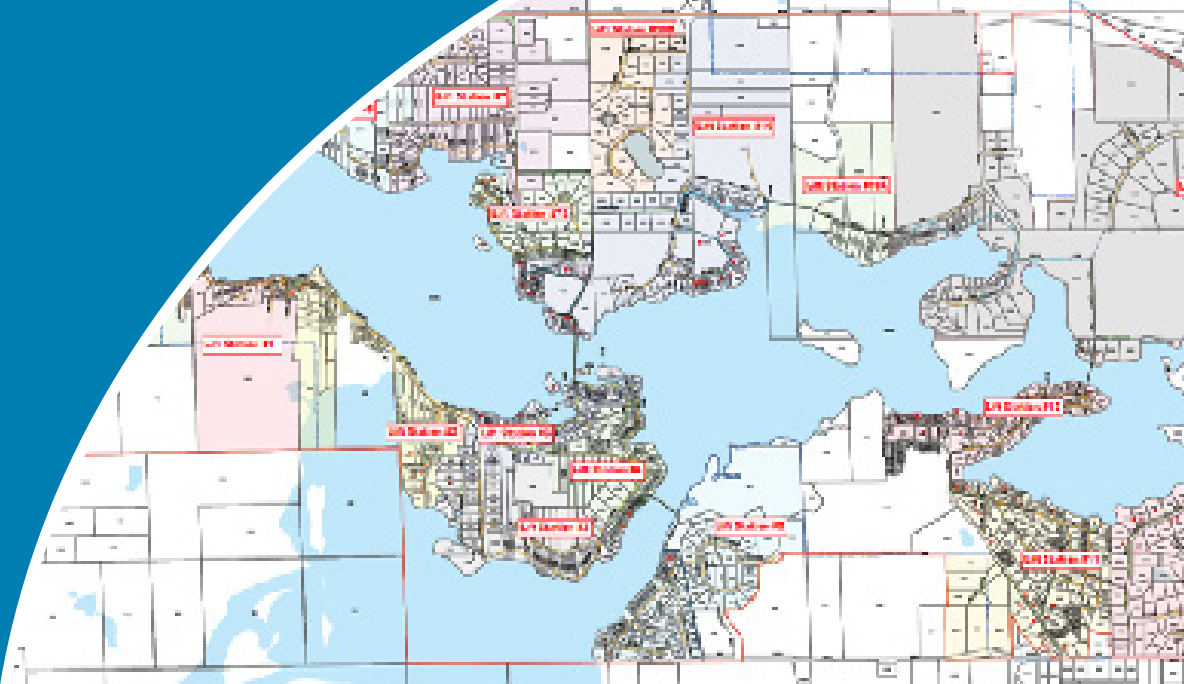
This project addressed capacity, reliability, and safety deficiencies at a critical wastewater facility for the Lake Pewaukee Sanitary District. The existing station lacked sufficient hydraulic capacity and experienced frequent pump clogging during rain events. These failures forced operators to respond under emergency conditions while working in a deep, confined space in a below grade steel structure that housed the pumps and valves. The District needed a solution that increased capacity, reduced downtime, and improved operations and maintenance.

The primary challenges involved pump clogging, limited access, and severe site constraints. The original wet well and dry well configuration placed pumps and valves in a buried steel chamber approximately 30 feet underground, requiring confined-space permits and complicating routine maintenance. During high-flow events, operators had to manually de-clog pumps, often with one unit out of service.

The project team designed a new submersible lift station that eliminated the need to enter a buried chamber. Pumps could be removed from the new wet well and reinstalled using an overhead bridge crane system, improving safety and efficiency. The design incorporated specialty pumps with improved clog resistance, a pumped recirculation mixing system to break down rags in the wet well, and a four-pump configuration to increase redundancy. Valves were relocated to an accessible lower level of the control building, simplifying maintenance and reducing service interruptions.

The completed design will increase pumping capacity and significantly reduced pump downtime caused by clogging. Operations and maintenance will improve through safer access and more efficient equipment handling. The team also coordinated with an architect working on a headquarters expansion at the same site to submit a joint Clean Water Fund application. The combined effort secured approximately \$10 million in funding through a 20-year low-interest loan at 55% of the standard market rate, saving the District hundreds of thousands of dollars over the life of the loan and supporting long-term system reliability.

WATERFORD SANITARY DISTRICT NO. 1



SERVICES

- Lift Station Design & Rehab
- Pump Selection & Capacity Analysis
- Force Main & Gravity Sewer Evaluation
- Wet well & Valve Vault Upgrades
- Standby Generator Design
- Site Design

PROJECT TEAM

- Dave Arnott, PE
- Ethan Botmen, PE
- Eric Widas

CLIENT CONTACT

Dan Dickinson
President
Town of Waterford Sanitary
District #1
414-331-0065
dcdickinson2@hotmail.com

LIFT STATION UPGRADES

The Town of Waterford Sanitary District required significant upgrades to its aging wastewater collection system, which had seen little reinvestment since the late 1980s. A chain of 20 lift stations served the lakefront community, and several key stations struggled to manage rising flows during major storms.

The September 2022 event that forced emergency pumping at Lift Station 15 illustrated the system's vulnerability and confirmed findings from the 2023–2024 capacity study. Stations 1, 2, 6, 10, and 15 did not have adequate firm capacity for existing or future peak hour flows, and many sites lacked reliable power, modern controls, or flood resilient structures. These issues created a clear risk of backups, environmental impacts, and operational strain.

R/M addressed these challenges with a comprehensive upgrade program guided by flow metering, pump testing, and site evaluations. Improvements included new pumps sized for future conditions, updated control panels, expanded SCADA capabilities, and new or replacement standby generators across the system. The most complex work occurred at Lift Stations 6, 10, and 15 due to their size and proximity to homes near the lake. Design solutions included flood resistant buildings, larger valve vaults, refined grading, and a full conversion to triplex pumping at Lift Station 15. Together, these upgrades strengthened system reliability, improved emergency response, and positioned the District for long term operational resilience.

Lift Station #6



Lift Station #10



Lift Station #15





SERVICES

- Mechanical Process Equipment Addition
- Electrical Upgrades
- Building Addition
- HVAC Improvements

PROJECT TEAM

- David Arnott, P.E.
- Don Heikkila, P.E.

CLIENT CONTACT

Peter Gallun
Wastewater Director
Columbus Utilities
920.623.5915
kanding@columbuswi.us

WWTF INFLUENT SCREEN REPLACEMENT AND BUILDING ADDITION

R/M, in partnership with IBC Engineering, designed an upgrade at the Influent Building at the WWTF. The upgrade consisted of a new screen and compactor/washer. A building addition was also constructed to house the new equipment. The building addition matched the architecture and height of the adjacent existing building.

The new screen transfers captured solids from the influent flow upstream of pumping, to the finished floor level. Previously, the screenings with a much older and inefficient screen, were collected in a dumpster at the lower wet well deck level. The screenings, weighing approximately 70 pounds, were manually carried up 15 sets of stairs every day and hoisted to a refuse container at chest level.

To accommodate the new equipment, a new building addition was constructed as an extension to the existing building. In addition, the overall HVAC, plumbing, and electrical were greatly improved for this classified area. To save cost associated with the screen vertical height, a lower floor was added for the compactor/washer. This equipment compressed the screenings and transported them to the finished floor level dumpster.

R/M specified an alternate screen and compactor/washer that provided greater solids capture efficiency while saving approximately \$37,000 in upfront capital cost. The project was completed in December of 2020.





SERVICES

- Screen Addition
- Influent Pump and Piping Replacement
- Blower Replacement
- Addition of IFAS

PROJECT TEAM

- Dave Arnott, P.E.
- Dave Beyer

CLIENT CONTACT

Dave Brown
Utilities Director
Village of Mukwonago
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villageofmukwonago.com

WASTEWATER TREATMENT FACILITY DESIGN

In 2008, Ruekert & Mielke was hired to design upgrades needed to be undertaken in response to tighter permit requirements enacted by the Wisconsin Department of Natural Resources (WDNR). The upgrades ensured that the facility's discharge into the Fox River remained at their consistently high levels. Three new influent pumps and new blowers, both equipped with variable speed drives, provided energy savings. The headworks building was completely revamped. The original building had an elevator that posed significant safety concerns. That elevator was removed and a new open staircase and ventilation system was installed.

Three new variable speed, positive displacement blowers replaced three 1980's vintage centrifugal blowers. The energy savings from this aeration upgrade are approximately 30%, according to energy bills.

An influent step screen has proven especially beneficial. It removes debris at the headworks of the facility that in the past would accumulate in the downstream tanks. This greatly reduces the expected cleaning and maintenance of downstream treatment processes. Once screenings are cleaned and then compressed to remove water, they are deposited directly into a large plastic bag that rests inside a small, roll-off dumpster. Once a week, the bag is emptied. The screen has proven to be especially beneficial to the primary digester as rags and debris no longer accumulate in this tank.

A new ammonia limit was the impetus for the upgrade and the decision to install Integrated Fixed Film Activated Sludge (IFAS) modules at the facility. The IFAS submerged grid of media sheets upon which beneficial microorganisms attach and thrive, increases the treatment capacity of the facility to remove organic wastes and ammonia without constructing an additional aeration tank. This is the first application of IFAS in the State of Wisconsin, and one of only a handful of sites in the nation at the time.



Ruekert • Mielke

YOUR INFRASTRUCTURE ALLY

Ruekert & Mielke, Inc. (R/M) is a 100% employee-owned civil engineering firm with **more than 75 years of service** to local communities and organizations. Our engineers, environmental scientists, agricultural experts, and technology consultants empower our clients to thrive by solving infrastructure challenges.

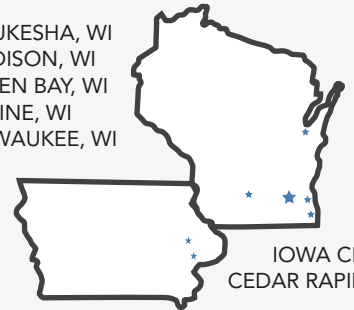
ABOUT

- Established in 1946
- 125+ Employees Located in Wisconsin & Iowa
- 8x Top Workplace

100%
EMPLOYEE
OWNED

LOCATIONS

WAUKESHA, WI
MADISON, WI
GREEN BAY, WI
RACINE, WI
MILWAUKEE, WI

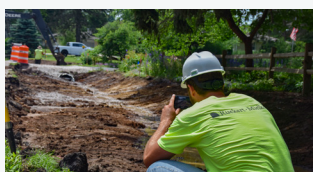


IOWA CITY, IA
CEDAR RAPIDS, IA

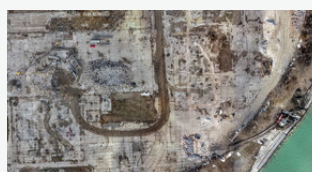
SERVICES



AGRICULTURE



CONSTRUCTION SERVICES



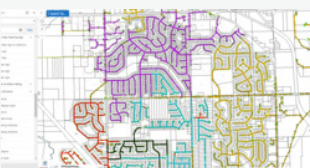
DRONE & SURVEY



ENVIRONMENTAL



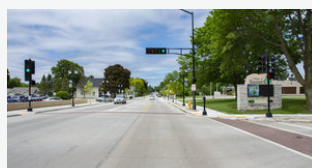
MECHANICAL, ELECTRICAL,
PLUMBING, TECHNOLOGY



GIS



GRANTS



MUNICIPAL



PAVEMENT MANAGEMENT



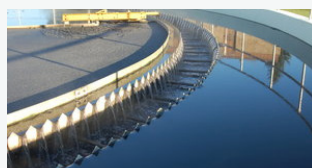
STREETS & ROADS



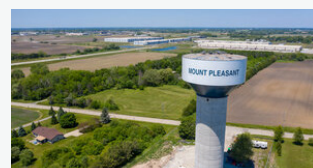
STRUCTURAL



SITE DEVELOPMENT



WASTEWATER



WATER & SCADA



WATER RESOURCES

SCHEDULE

The scheduling of the project revolves around meeting the Clean Water Fund application deadline of September 30, 2026. The application must include complete plans and specifications with all front-end contract documents. This deadline is technically for receiving principal forgiveness. The Village is unlikely to receive principal forgiveness because of its high median household income relative to the overall State of Wisconsin. However, even to receive a low-interest rate loan, **it is advantageous for the Village to submit on or very close to September 30, 2026 for the State Fiscal Year 2027 funding cycle. R/M will aggressively complete the design to meet this critical milestone.** The Village can save approximately \$2.7M over the life of the 20-year loan if they receive a low-interest rate loan through the Clean Water Fund at 55% of the normal market rate.

The following milestones are proposed to support the schedule in meeting the September 30, 2026 deadline:

1. Final Design Study Report and 30% Plans and Specifications - May 25, 2026
2. 60% Plans and Specifications - July 20, 2026
3. 90% Plans and Specifications - September 13, 2026

R/M anticipates that Old Farm lift station and force main work will be bid first followed by the Main Street lift station and force main work. The Old Farm project would start in spring of 2027, and the force main work would be timed to take place before the construction on Division Road.

CONSULTANT EFFORT AND COST

The detailed project tasks are based on the RFP. We have added tasks we believe are necessary to deliver a complete project. Some RFP tasks are organized differently in our scope.

Task 3:

- R/M understands that geotechnical work will not be performed by R/M and will instead be completed by a geotechnical firm hired by the Village. R/M will coordinate with the Village during the selection process.
- Included 30% Plans and Specifications.

Task 4:

- Our scope includes permit fees, with the exception of the floodplain permitting with HEC RAS modeling at the Old Farm lift station (there was a great degree of variability for this particular permit fee). In general, these would not be an extra cost to the Village for permit fees.

Task 5:

- We included the effort for the one Clean Water Fund Application.

Task 6:

- Included a separate bidding effort for the Main Street lift station and force main work.
- We have included assistance with the Clean Water Fund Loan closing and Financial Assistance Agreement services.

COST

A detailed level of effort can be found on the next page.

	Hours	Fees
Task 1: Meetings	82	\$ 17,892
Task 2: Survey/Data Collection	165	\$ 25,667
Task 3: Complete Design Study Report with Geotechnical Analysis*	854	\$ 157,408
Task 4: Permits	291	\$ 55,991
Task 5: Prepare Contract Documents	1,413	\$ 253,708
Task 6: Administration and Bid Services	112	\$ 21,993
Total	2,917	\$ 532,659

*Task 3 revisions include additional analysis of two additional options for both lift station/force main locations as part of the Design Study Report. First, in lieu of a screening facility and building, consider a below ground vault with an inline grinder to comminute rags. Provide new Flygt N-impeller pumps at each lift station. Second, in lieu of one larger force main and the existing lined force main, use two smaller force mains and do not line and reuse the existing force main.

R/M proposes to complete the Scope of Services on a time and materials basis for a Not To Exceed amount of \$532,659.

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

Select Billing Rate Table:		ENG7	ENG6	ENG6	ENG5	ENG4	ENG4	ENG3	SRDESIGN	ENS5	ENS1	SSCAA2	PLS	SCC	SURVT	AA	TOTAL TASK HOURS	TOTAL TASK LABOR COST	TASK REIMBURSABLE COSTS	TOTAL TASK COST
Employee Initials		DWA/JJW	DJH/RBS	EAW	MJB	EJB/SBD/HFJ	AHH	JJE	WCB	KAS	TMW	DCB	TSP							
Classification		Engineer 7	Engineer 6	Engineer 6	Engineer 5	Engineer 4	Engineer 4	Engineer 3	Senior Designer	Environment al Scientist 5	Environment al Scientist 1	Senior SCADA Analyst 2	Professional Land Surveyor	Survey Crew Chief	Survey Technician	Administrativ e Assistant				
Billing Rate 2026 (Design Permitting and Bidding)		\$233.00	\$211.00	\$211.00	\$199.00	\$189.00	\$189.00	\$164.00	\$153.00	\$175.00	\$135.00	\$226.00	\$175.00	\$159.00	\$115.00	\$97.00				
Task 1: Meetings																				
Phase Start Date: 1/0/1900																				
	Task Description	Hours																		\$ 17,892
1	Attend project kickoff meeting. Issue meeting notes.	12.00															12	\$2,796	\$38	\$2,834
2	Attend meeting for Preliminary Design Study Report.	6.00															6	\$1,398	\$38	\$1,436
3	Have 30%, 60% and 90% review meetings. Issue meeting notes.	18.00															18	\$4,194	\$114	\$4,308
4	Prepare material and attend two Public Information Meetings.	8.00															8	\$1,864	\$76	\$1,940
5	Prepare material and attend two Plan Commission meetings.	8.00				8.00			16.00								32	\$5,824	\$76	\$5,900
6	Attend two Public Works Committee Meetings.	6.00															6	\$1,398	\$76	\$1,474
	PHASE LABOR TOTALS	58.00	0.00	0.00	0.00	8.00	0.00	0.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82	\$17,474		
	PHASE REIMBURSABLES																		\$418	
	PHASE CONSULTANTS																			\$0
	PHASE TOTAL																			\$17,892
Task 2: Survey/Data Collection																				
Phase Start Date: 1/0/1900																				
	Task Description	Hours																		\$ 25,667
1	Prepare for field work.					10.00	2.00						4.00				16	\$2,968	\$0	\$2,968
2	Conduct research and review as- built drawings.					17.00											17	\$3,213	\$0	\$3,213
3	Perform fieldwork.													40.00	40.00		80	\$10,960	\$80	\$11,040
4	Perform measure downs for water main and storm sewer.													16.00	16.00		32	\$4,384	\$80	\$4,464
5	Perform drone flight.					4.00											4	\$756	\$400	\$1,156
6	Process drone flight data.					8.00											8	\$1,512	\$0	\$1,512
7	Coordinate with geotechnical firm.	1.00						6.00								1.00	8	\$1,314	\$0	\$1,314
	PHASE SUBTOTAL	1.00	0.00	0.00	0.00	39.00	2.00	6.00	0.00	0.00	0.00	0.00	4.00	56.00	56.00	1.00	165	\$25,107		
	PHASE REIMBURSABLES																		\$560	
	PHASE CONSULTANTS																			\$0
	PHASE TOTAL																			\$25,667

Task 3: Complete Design Study Report With Geotechnical Analysis (Includes 30% Plans and Specifications)																			
Phase Start Date: 1/0/1900																			
	Task Description	Hours																	\$ 132,177
1	Complete preliminary Design Study Report with force main route options and exhibit for possible soil borings.	5.00	3.00			20.00			15.00						3.00	46	\$8,164	\$30	\$8,194
2	Coordinate with contractors for lining methods of existing force main, preliminary design and cost estimates.			2.00	14.00										1.00	17	\$3,305	\$0	\$3,305
3	Complete final Design Study Report.	6.00	4.00	3.00		20.00									4.00	37	\$7,043	\$0	\$7,043
4	Conduct preliminary design for equipment sizing and configuration, and screening and generator buildings size and layout.	8.00		12.00		16.00										36	\$7,420	\$0	\$7,420
5	Conduct preliminary design of force main alignment and depth. Preliminary design of lining existing force mains.				15.00	25.00										40	\$7,710	\$0	\$7,710
6	Conduct preliminary design for site plans.					20.00										20	\$3,780	\$0	\$3,780
7	Conduct preliminary structural design for screening and generator buildings.															0	\$0	\$0	\$10,000
8	Conduct preliminary architectural design for screening and generator buildings. Coordinate updates to existing buildings (e.g. roof and brick tuckpointing).	2.00				8.00			5.00							15	\$2,743	\$0	\$2,743
9	Conduct preliminary design for HVAC and plumbing.															0	\$0	\$0	\$4,000
10	Conduct preliminary design for process mechanical.	16.00				40.00										56	\$11,288	\$0	\$11,288
11	Conduct preliminary design for electrical, controls and SCADA. Conduct one site visit for each site.		8.00	20.00								10.00				38	\$8,168	\$1	\$8,169
12	Organize sheet setup for project.								20.00							20	\$3,060	\$2	\$3,062
13	Conduct preliminary drafting of force main alignment and depth. Preliminary drafting for lining existing force mains.					4.00			20.00							24	\$3,816	\$3	\$3,819
14	Conduct preliminary drafting for site plan.					2.00			20.00							22	\$3,438	\$4	\$3,442
15	Conduct preliminary drafting for structural for screening and generator buildings.															0	\$0	\$0	\$10,000
16	Conduct preliminary drafting for architectural components for screening and generator buildings. Coordinate updates to existing buildings (e.g. roof and brick tuckpointing).					2.00			8.00							10	\$1,602	\$0	\$1,602
17	Conduct preliminary drafting of HVAC and plumbing.															0	\$0	\$0	\$4,000
18	Conduct preliminary drafting for process mechanical components. Draft existing facilities.	4.00				8.00			70.00							82	\$13,154	\$0	\$13,154
19	Conduct preliminary drafting for electrical, controls, and SCADA components.			26.00					20.00							46	\$8,546	\$0	\$8,546
20	Complete preliminary specifications.	8.00	6.00	8.00	3.00	20.00									15.00	60	\$10,650	\$250	\$10,900
	PHASE SUBTOTAL	49.00	21.00	71.00	32.00	185.00	0.00	0.00	178.00	0.00	0.00	10.00	0.00	0.00	0.00	23.00	716	\$103,887	\$290
	PHASE REIMBURSABLES																		
	PHASE CONSULTANTS																		\$0
	PHASE TOTAL																		\$132,177

Task 4: Permits																					
Phase Start Date:	1/0/1900																				
	Task Description	Hours																		\$	55,991
1	Perform environmental hazards desktop review and draft permit matrix	1.00		1.00		1.00				7.00							10	\$1,858	\$250	\$2,108	
2	Conduct Certified Environmental Review for Threatened and Endangered Resources					1.00				5.00							6	\$1,064	\$150	\$1,214	
3	Perform Federal threatened and endangered species assessment via Information and Planning Consultation (IPaC)	1.00				1.00				8.00							10	\$1,822	\$0	\$1,822	
4	Delineate wetlands and waterways at each site					2.00					50.00						52	\$7,128	\$0	\$7,128	
5	Prepare and receive Shoreland permit at each site. Includes permit fee.						4.00						34.00				38	\$6,706	\$2,570	\$9,276	
6	Prepare and receive NPDES construction stormwater permit and Village stormwater permit at each site. Includes permit fee.	1.00				4.00	20.00										25	\$4,769	\$1,515	\$6,284	
7	Conduct HEC RAS modeling for fill in floodplain at Old Farm Lift Station site (assumes 35 hours). Receive permit and no-rise certificate.						35.00										35	\$6,615	\$0	\$6,615	
8	Prepare and receive WDNR General Permit 11 and Chapter 30 permit at Main Street site. Includes permit fees.					3.00	5.00				26.00						34	\$5,022	\$1,253	\$6,275	
9	Prepare Pre-Construction Notification and receive United States Army Corp of Engineers Utility Regional General Permit authorization at Main Street site. Obtain floodplain permit. Include permit fees.	1.00				2.00				3.00	8.00						14	\$2,216	\$700	\$2,916	
10	Coordinate with WDNR for possible hazardous waste contamination at Main Street force main route (southern).	1.00				2.00				4.00							7	\$1,311	\$0	\$1,311	
11	Right of Way Permit with traffic control plan. Coordinate with Village to notify required departments (police, fire, Public Works).					2.00		4.00	12.00								18	\$2,870	\$0	\$2,870	
12	WISDOT ROW Permit. For Main Street. Prepare WISDOT required documents for work in STH 167 / Mequon Rd. ROW.					1.00		4.00									5	\$845	\$100	\$945	
13	Write WDNR submittal design report, complete WDNR forms and submit project approval package to the WDNR.	4.00	2.00			12.00									3.00		21	\$3,913	\$50	\$3,963	
14	Answer questions and address comments from the WDNR. Achieve WDNR approval for project.	2.00	2.00	4.00	2.00	6.00											16	\$3,264	\$0	\$3,264	
	PHASE SUBTOTAL	11.00	4.00	5.00	2.00	37.00	64.00	8.00	12.00	27.00	84.00	0.00	34.00	0.00	0.00	3.00	291	49,403			
	PHASE REIMBURSABLES																		\$6,588		
	PHASE CONSULTANTS																			\$55,991	
	PHASE TOTAL																				

Task 5: Prepare Contract Documents																			
Phase Start Date:	1/0/1900																		
	Task Description	Hours																	\$ 253,708
1	Conduct intermediate and final design of force main alignment and depth and lining existing force mains. Work includes design of air release valves where required.	4.00			25.00	70.00			6.00								105	\$20,055	\$0 \$20,055
2	Conduct intermediate and final design of site plans.					24.00											24	\$4,536	\$0 \$4,536
3	Conduct intermediate and final design for structural for screening and generator buildings.																0	\$0	\$0 \$20,000
4	Conduct intermediate and final design for architectural for screening and generator buildings. Coordinate updates to existing buildings (e.g. roof and brick tuckpointing).	4.00				6.00			20.00								30	\$5,126	\$0 \$5,126
5	Conduct intermediate and final design for HVAC and plumbing.																0	\$0	\$0 \$8,000
6	Conduct intermediate and final design for process mechanical.	10.00	10.00			50.00											70	\$13,890	\$0 \$13,890
7	Conduct intermediate and final design for electrical, controls and SCADA.	4.00	15.00	40.00								12.00					71	\$15,249	\$0 \$15,249
8	Conduct intermediate and final drafting of force main alignment and depth and final drafting for lining existing force mains.	3.00	3.00		4.00	10.00			90.00								110	\$17,788	\$26 \$17,814
9	Conduct intermediate and final drafting for site plans.					4.00			30.00								34	\$5,346	\$25 \$5,371
10	Conduct intermediate and final drafting for structural for screening and generator buildings.																0	\$0	\$0 \$24,000
11	Conduct intermediate and final drafting for architectural for screening and generator buildings. Coordinate updates to existing buildings (e.g. roof and brick tuckpointing).	4.00				4.00			45.00								53	\$8,573	\$25 \$8,598
12	Conduct intermediate and final drafting for HVAC and plumbing.																0	\$0	\$0 \$8,000
13	Conduct intermediate and final drafting for process mechanical.	6.00				8.00			100.00								114	\$18,210	\$25 \$18,235
14	Conduct intermediate and final drafting for electrical, controls, and SCADA.			34.00					5.00			6.00					45	\$9,295	\$25 \$9,320
15	Write technical specifications.	6.00	6.00	20.00	4.00	40.00						6.00				40.00	122	\$20,476	\$25 \$20,501
16	Write front end of project manual including contract, insurance, and bidding requirements. Project manual will be in format of Engineer's Joint Contract Documents Committee.	6.00				18.00									40.00		64	\$8,680	\$25 \$8,705
17	Incorporate Village comments at 30%, 60% and 90% completion.	10.00		6.00		20.00			30.00								66	\$11,966	\$0 \$11,966
18	Develop Engineer's Opinion of Probable Construction Cost.	4.00	4.00	8.00	4.00	8.00											28	\$5,772	\$0 \$5,772
19	Conduct QA/QC. Make updates.	8.00	28.00		4.00	15.00			18.00							8.00	81	\$14,933	\$0 \$14,933
20	Complete application for WDNR Clean Water Fund Program (CWFP).	8.00				12.00		55.00								5.00	80	\$13,637	\$0 \$13,637
	PHASE SUBTOTAL	77.00	66.00	108.00	41.00	289.00	0.00	55.00	344.00	0.00	0.00	24.00	0.00	0.00	0.00	93.00	1,413	\$193,532	\$176
	PHASE REIMBURSABLES																		\$0
	PHASE CONSULTANTS																		\$0
	PHASE TOTAL																		\$253,708

Task 6: Admin/Bid Services																				
Phase Start Date: 1/0/1900																				
	Task Description	Hours																	\$	21,993
1	Old Farm Lift Station - Assemble drawings and specifications for public bidding. Upload to Quest.														6.00	6	\$582	\$1,200	\$1,782	
2	Old Farm Lift Station - Plan and attend Prebid meeting.	4.00														4	\$932	\$40	\$972	
3	Old Farm Lift Station - Answer bidder questions.	3.00				10.00										13	\$2,589	\$0	\$2,589	
4	Old Farm Lift Station - Issue needed addenda.	1.00				6.00			3.00						5.00	15	\$2,311	\$0	\$2,311	
5	Old Farm Lift Station - Attend bid opening.	2.00														2	\$466	\$40	\$506	
6	Old Farm Lift Station - Review bids for accuracy.	2.00														2	\$466	\$0	\$466	
7	Old Farm Lift Station. Write Letter of Recommendation and Notice of Award.	1.00													2.00	3	\$427	\$0	\$427	
8	Old Farm Lift Station - Coordinate WDNR CWFPP Loan Closing and Financial Agreement.	4.00						15.00								19	\$3,392	\$0	\$3,392	
9	Main Street Lift Station - Assemble drawings and specifications for public bidding. Upload to Quest.														6.00	6	\$582	\$1,200	\$1,782	
10	Main Street Lift Station - Plan and attend Prebid meeting.	4.00														4	\$932	\$40	\$972	
11	Main Street Lift Station - Answer bidder questions.	3.00				2.00	10.00									15	\$2,987	\$0	\$2,987	
12	Main Street Lift Station - Issue needed addenda.	1.00				6.00			3.00						6.00	16	\$2,408	\$0	\$2,408	
13	Main Street Lift Station - Attend bid opening.	2.00														2	\$466	\$40	\$506	
14	Main Street Lift Station - Review bids for accuracy.	2.00														2	\$466	\$0	\$466	
15	Main Street Lift Station - Write Letter of Recommendation and Notice of Award.	1.00													2.00	3	\$427	\$0	\$427	
	PHASE SUBTOTAL	30.00	0.00	0.00	2.00	32.00	0.00	15.00	6.00	0.00	0.00	0.00	0.00	0.00	27.00	112	\$19,433			
	PHASE REIMBURSABLES																	\$2,560		
	PHASE CONSULTANTS																		\$0	
	PHASE TOTAL																		\$21,993	

Task 3A Additional Effort For Design Approach																				
Phase Start Date: 1/0/1900																				
	Task Description	Hours																		\$ (25,231)
1	Analyze Option of In-line Grinder With Specialty Impeller Pumps	6.00				8.00											14	\$2,910	\$0	\$2,910
2	Coordinate with Manufacturer's Reps for Equipment	2.00				6.00											8	\$1,600	\$0	\$1,600
3	Determine Conceptual Design	4.00				8.00											12	\$2,444	\$0	\$2,444
4	Determine Capital Cost	4.00				8.00											12	\$2,444	\$0	\$2,444
5	Compare Capital Cost of Grinder Against Screening Alternative With Existing Pumps	1.00				4.00											5	\$989	\$0	\$989
6	Compare Life Cycle Cost of Grinder Against Screening Alternative With Existing Pumps	3.00				8.00											11	\$2,211	\$0	\$2,211
7	Identify Non Economic Factors of Grinder Against Screening Alternative With Existing Pumps	2.00				4.00											6	\$1,222	\$0	\$1,222
8	Analyze Option of Two Smaller FMs vs. One Larger FM	2.00				4.00											6	\$1,222	\$0	\$1,222
9	Compare Capital Costs of Two Smaller FMs vs. One Larger FM	1.00				4.00											5	\$989	\$0	\$989
10	Identify Non-Economic Factors of Two Smaller FMs vs. One Larger FM	2.00				5.00											7	\$1,411	\$0	\$1,411
11	Meet With Village With Findings	8.00															8	\$1,864	\$50	\$1,914
12	Edit Facilities Plan	4.00				10.00									2.00		16	\$3,016	\$0	\$3,016
13	Resend Facilities Plan to WDNR	1.00				2.00											3	\$611	\$0	\$611
14	Answer questions From WDNR, Achieve Approval	1.00				3.00											4	\$800	\$0	\$800
15	Meeting and Coordinate With Village on Additional Scope	6.00															6	\$1,398	\$50	\$1,448
	PHASE SUBTOTAL	47.00	0.00	0.00	0.00	74.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	123	\$25,131		
	PHASE REIMBURSABLES																		\$100	
	PHASE CONSULTANTS																			\$0
	PHASE TOTAL																			\$25,231
ESTIMATED PROJECT TOTALS		262.00	87.00	179.00	75.00	627.00	2.00	76.00	544.00	0.00	0.00	34.00	4.00	56.00	56.00	146.00	2902.16		\$	532,659

CONSULTANT DESIGN SERVICES TO IMPROVE MAIN STREET LIFT STATION AND OLD FARM
LIFT STATION AND FORCE MAINS (#2609)Village of Germantown
and
Ruekert & Mielke, Inc.
Dated March 13, 2026

CLIENT NAME:

Village of Germantown

By: _____

Title: _____

Date: _____

ENGINEER:

Ruekert & Mielke, Inc.

By:  _____

Ryan T. Amtmann, P.E.

Title: Senior Vice PresidentDate: March 13, 2026

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Designated Representative:

Name: David W. Arnott, P.E.Title: Team Leader / Senior Project Manager

Phone Number: (262) 953-3086

A. Standards of Performance

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

B. Designated Representatives

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

C. Payments to Consultant

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

D. Ownership and Reuse of Documents

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

E. Permits and Approvals

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

F. Opinions of Probable Cost

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

G. Client and Third Party Provided Information

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

H. Access

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

I. Construction Observation

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

J. Environmental

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

K. Termination of Contract

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

L. Insurance

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

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

M. Indemnification and Allocation of Risk

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

N. Limit of Liability

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

O. Consequential Damages

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

P. Third Party Beneficiaries

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

Q. Severability and Waiver of Provisions

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

R. Hold Harmless

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

S. Consultant's Services

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

T. Changed Conditions

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

U. Delays

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

V. Entire Agreement

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

W. Assignment

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

X. Dispute Resolution

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

Y. Governing Law

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

Z. Definitions

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

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

END OF DOCUMENT

Page 3 of 3 pages

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

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 16, 2026

PLACEMENT: Action Item

ITEM TITLE: A Resolution to adopt an Official Snow and Ice Removal Map as required by the update to Municipal Code 8.02. (ACTION)

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

With the modifications to section 8.02 of the Municipal Code regarding the removal of snow and ice from sidewalks at the 10/27/2015 Village Board Meeting, it is now necessary to adopt an official snow and ice removal map. The map presented for consideration is a result of previous meetings with the Public Works and Highway Committee and revisions by staff. The biggest changes are along County Line Road, and allocating previously unmaintained sections of sidewalk to adjacent properties.

UPDATE: The Village Board assigned the Snow and Ice Removal Map back to the Public Works and Highway Committee for additional evaluation. Staff are requesting the PWHC re-recommend the map to the Village Board for reconsideration.

ATTACHMENT:

1. 06-2026 Snow and Ice Map Resolution
2. Village of Germantown Snow Removal Map
3. 110525 PWHC - Sidewalk Snow Review

STAFF RECOMMENDATION:

Staff is seeking a positive recommendation on this resolution to the Village Board.

ACTION BY COMMITTEE:

RESOLUTION NO. 06-2026

A RESOLUTION ADOPTING THE OFFICIAL SNOW AND ICE REMOVAL MAP

WHEREAS, the previous version of the code assigned the responsibility for snow and ice removal on sidewalks solely to the Department of Public Works; and

WHEREAS, that approach worked historically, but it had grown into a significant responsibility out of sync with most area municipalities; and

WHEREAS, the Village Board desired to save costs on equipment and labor and align more closely with neighboring communities; and

WHEREAS, the Village Board modified the code to assign responsibility for sidewalk snow and ice removal by adoption of a map;

NOW, THEREFORE, BE IT RESOLVED by the Germantown Village Board that the Official Snow and Ice Removal map be adopted.

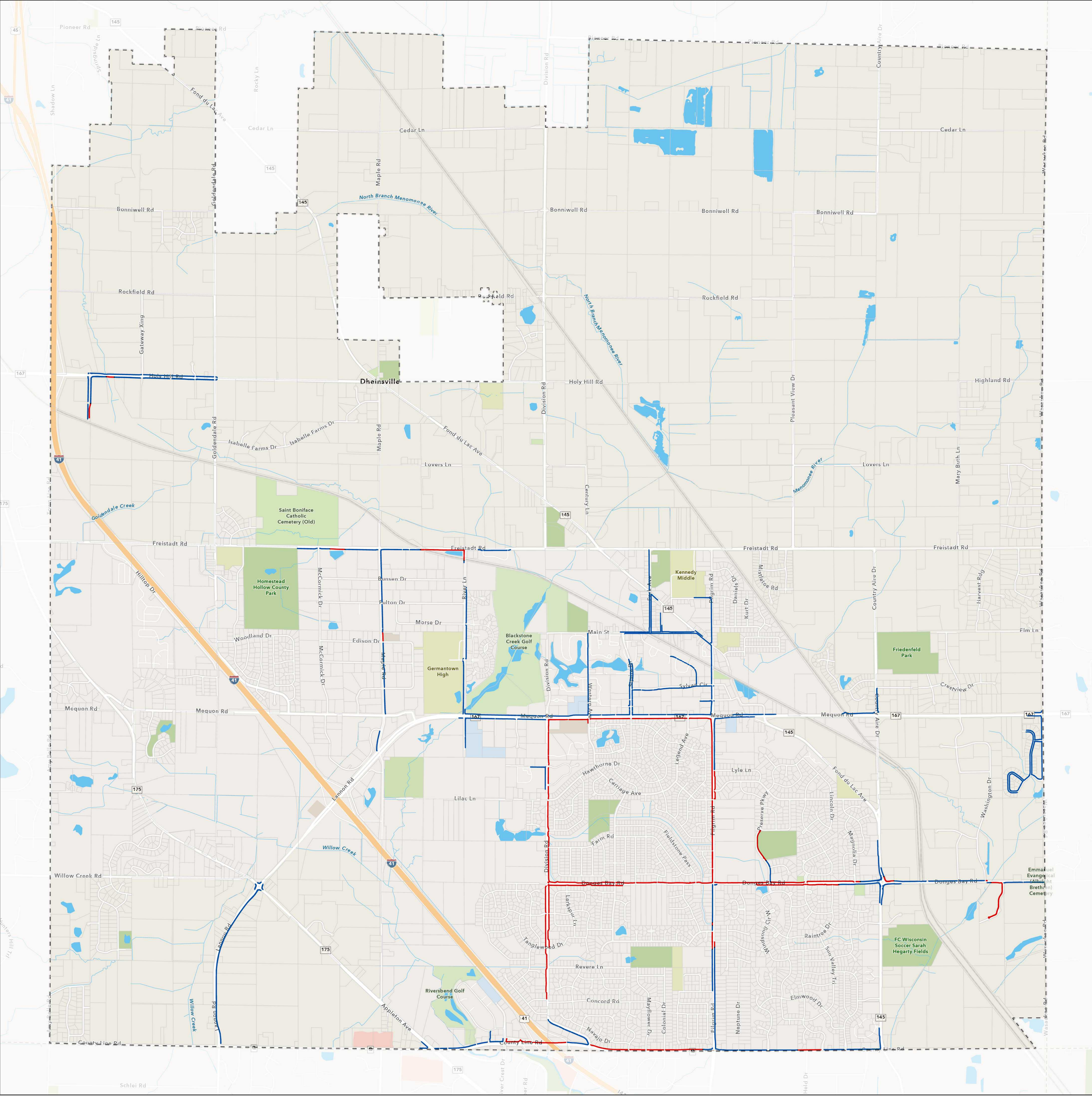
Adopted: March 16, 2026

Robert A Soderberg, Village President

ATTEST:

Donna Ott, Village Clerk

Village of Germantown Sidewalk Snow Removal Map



Legend

 Village of Germantown Boundary

Snow Removal Responsibility

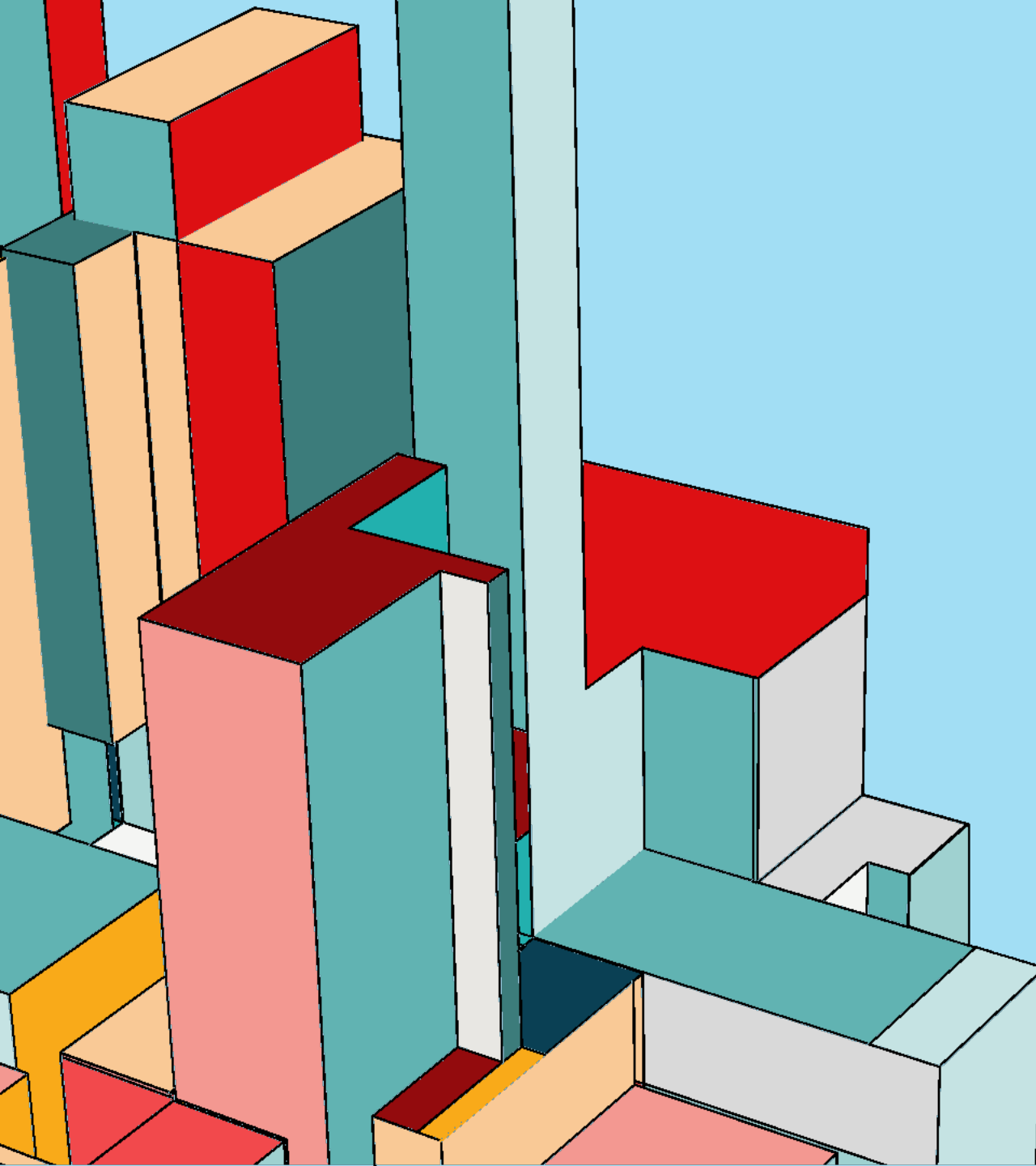
 Village Responsibility

 Adjacent Property Owner Responsibility



0 0.5 1 2 Miles



An abstract composition of various 3D rectangular blocks in shades of red, orange, teal, and light blue, arranged in a layered, architectural style on the left side of the page. The blocks have black outlines and are set against a solid light blue background.

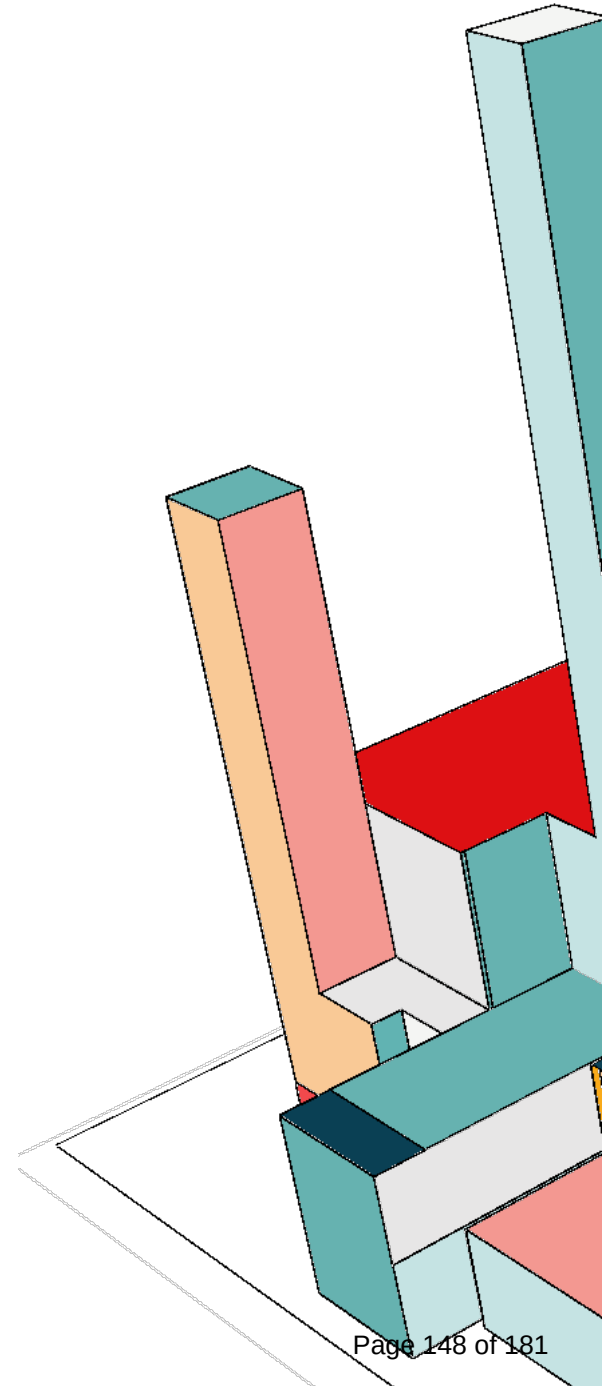
SIDEWALK SNOW AND ICE REMOVAL



REFRESHER ON WHAT BROUGHT US TO THIS POINT

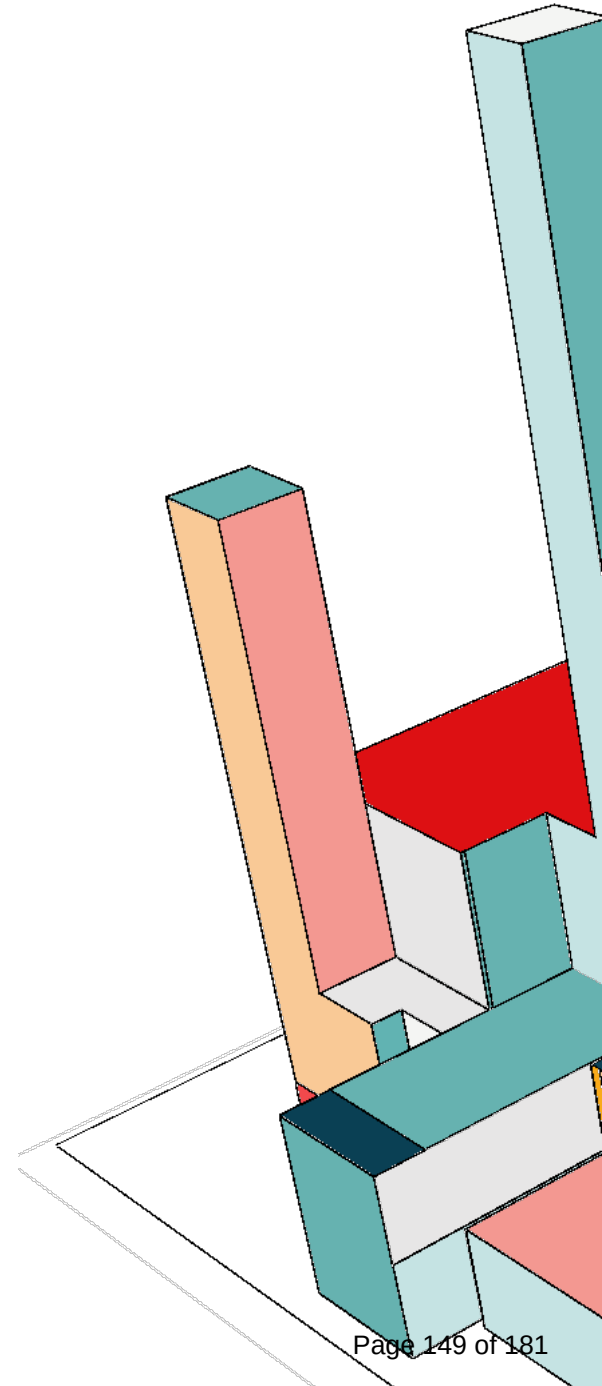
REFRESHER

- The current code has existed probably since the 1950's when the snow removal obligation was very small.
- Sidewalks have continued to expand from a small area around Main Street to miles and miles of sidewalk.
- New developments have been approved with sidewalk. Other developments being proposed also have sidewalk.



REFRESHER

- The current code has limited staff's desire to add sidewalk due to the maintenance obligation.
- The current code does not align with almost all neighboring communities.
- We purchase and maintain expensive equipment to plow sidewalks. Some of that equipment was scheduled to be replaced in 2026.
- The removal of snow is a time-consuming task for staff.
- Equipment needed for the service has already been removed from the 2026 budget.

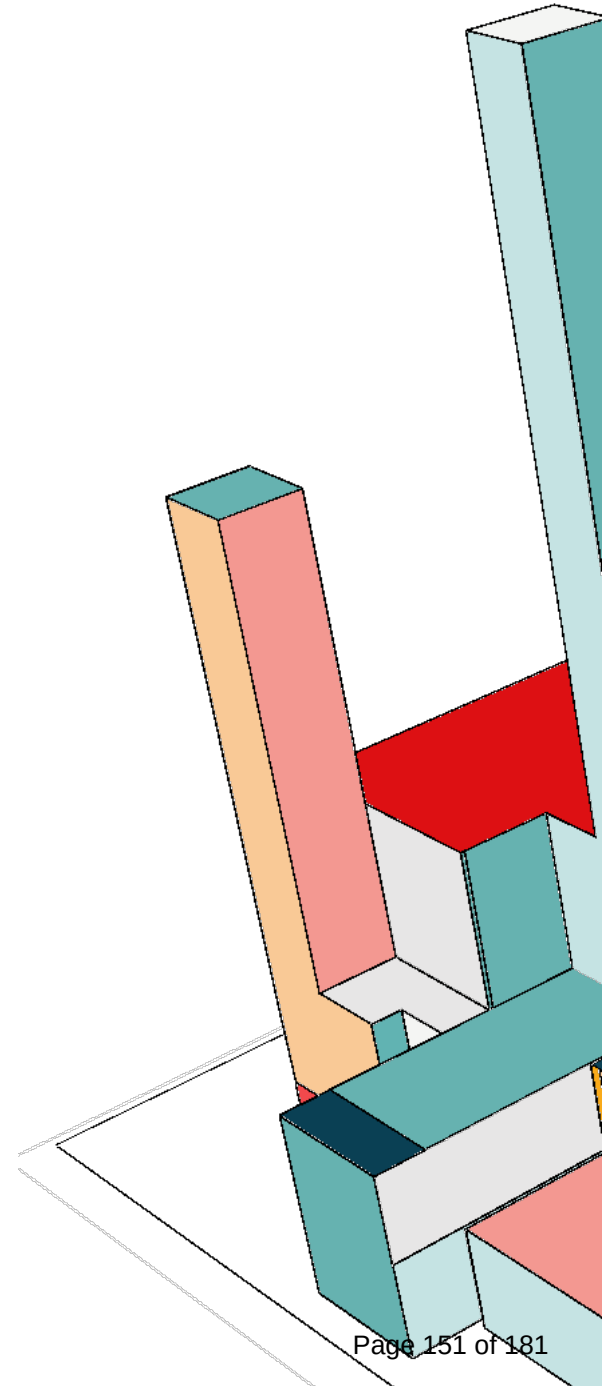


OPTIONS FOR NEW CODE RELATED TO SNOW AND ICE REMOVAL ON SIDEWALKS



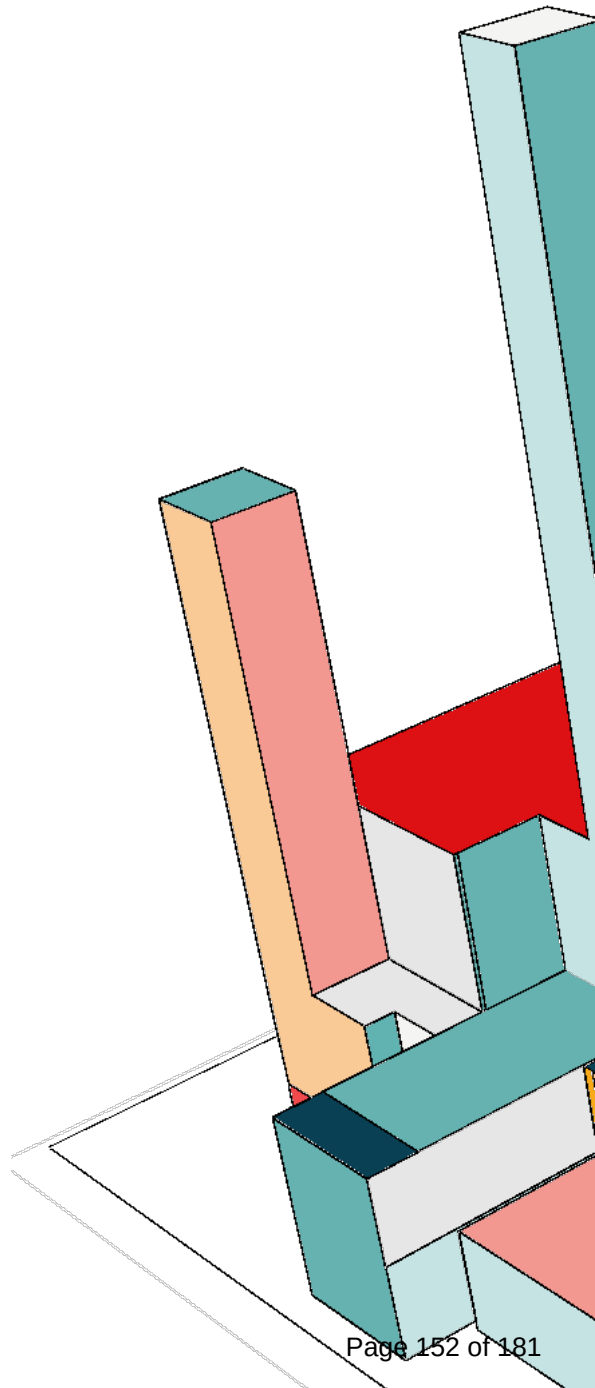
CODE OPTIONS

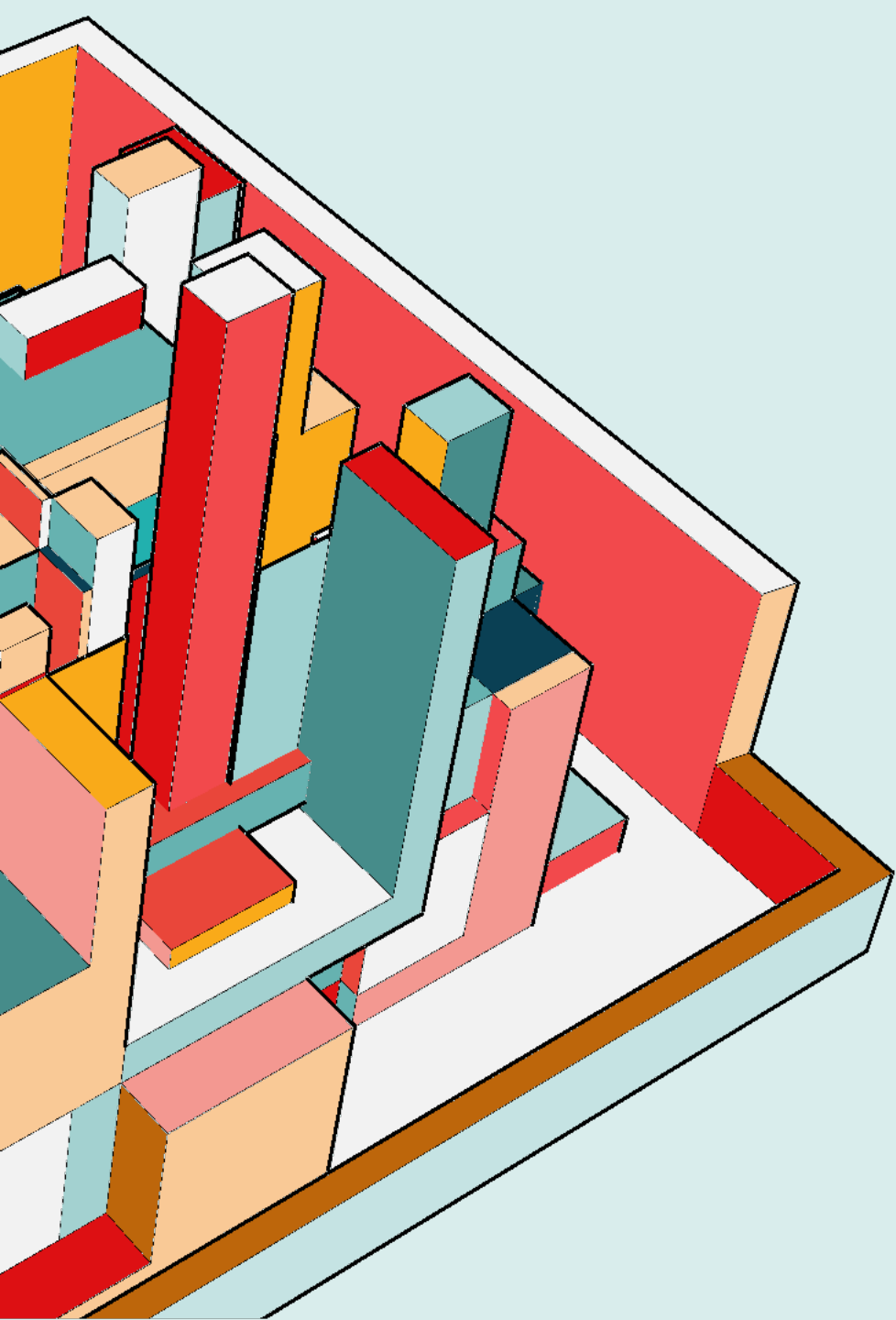
- Make no changes. Purchase the necessary equipment to perform the service.
- Commit to what we are doing today and nothing additional.
- Make adjacent property owners responsible for all maintenance.
- Some alternative/hybrid approach.



CODE THAT REQUIRES A MAP

- The Public Works and Highway Committee and the Village Board adopted an approach where a winter snow and ice removal map would outline responsibility.
- The map being considered tonight:
 - Generally, the Village continues to plow the main square of Mequon/Pilgrim/Donges/Division at the request of the PWHC.
 - Generally, the Village would continue to plow where sidewalk was in a back yard.
 - Generally, the adjacent property owner would assume responsibility where the sidewalk was in the front or side yard.
 - If the approach resulted in segmented areas of service, the Village continued plowing that section.



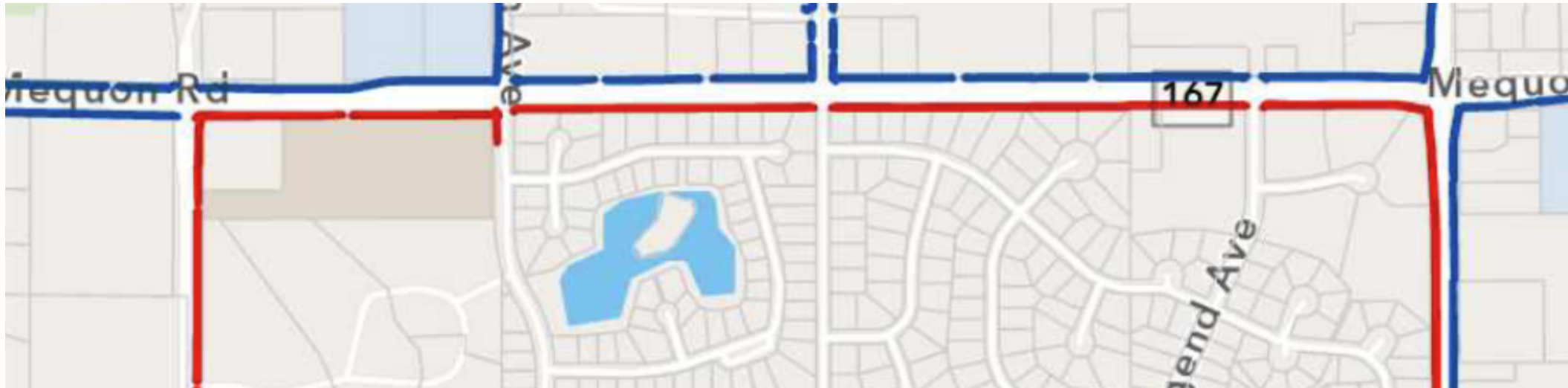


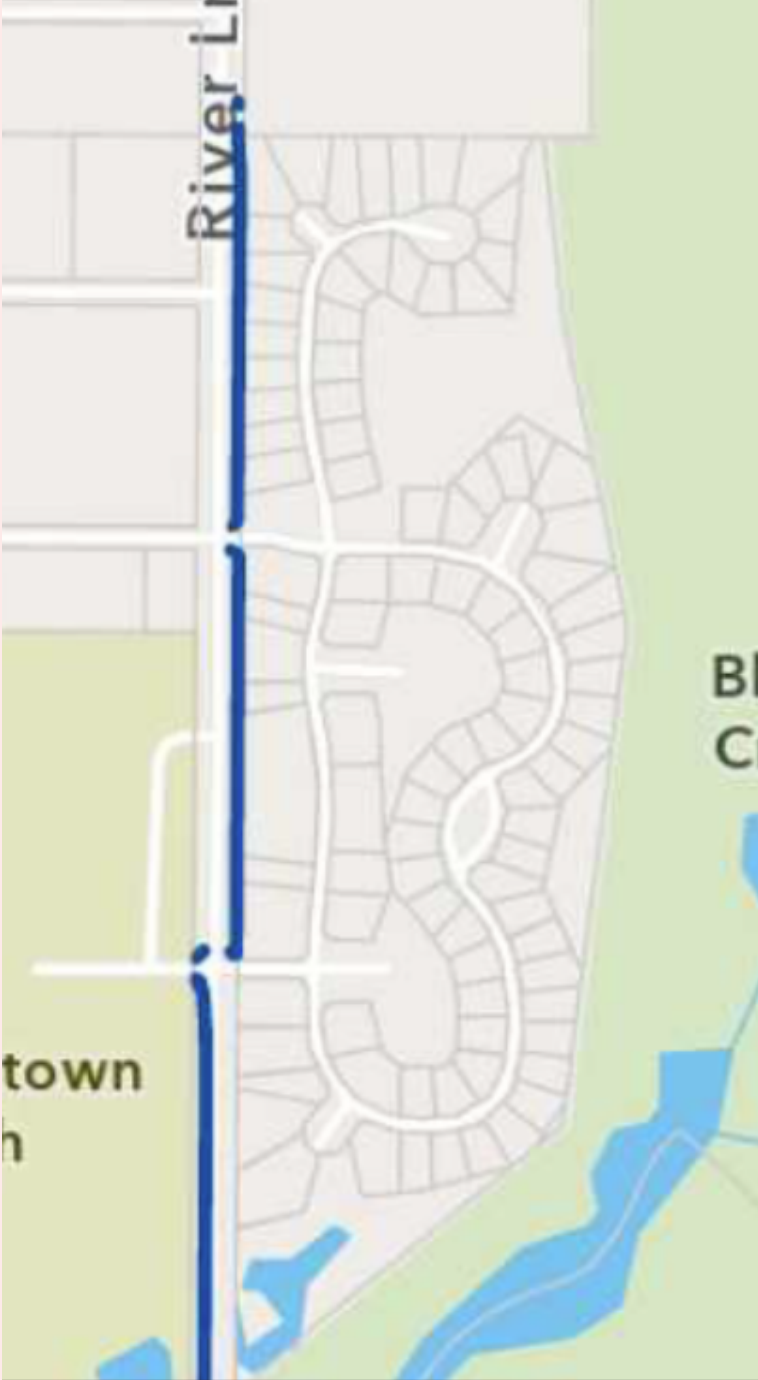
AREAS THAT REQUIRED ADDITIONAL ANALYSIS

COMMERCIAL PROPERTY

Responsibility for snow removal along commercial properties is proposed to transfer to the adjacent commercial property owner.

EX: The north side of Mequon Rd

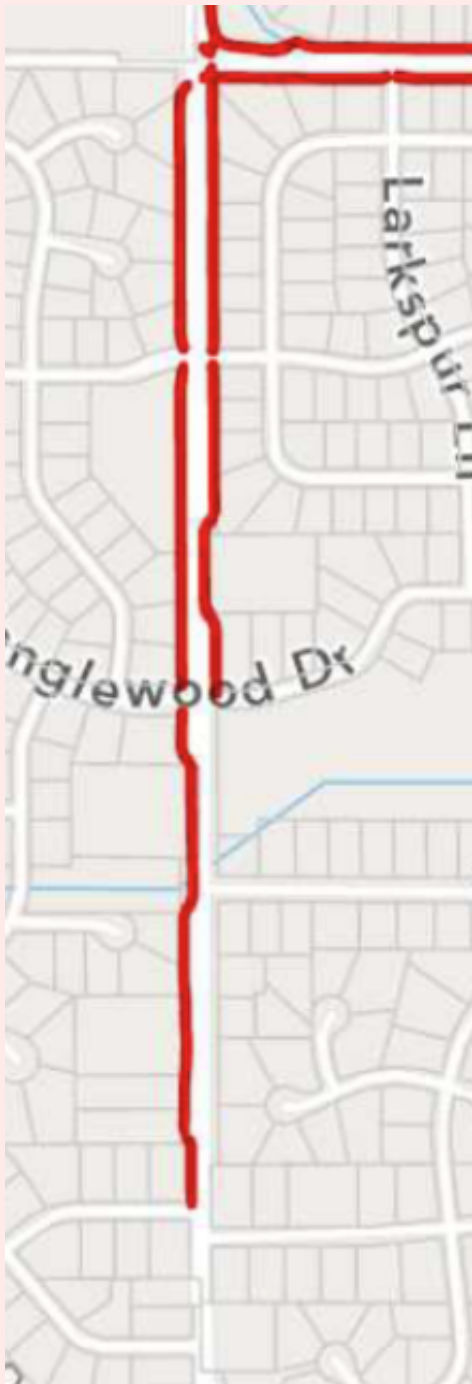




HOA, CONDO ASSOCIATION OR APARTMENT BUILDINGS

Responsibility for snow removal is proposed to transfer where the adjacent property is managed by an HOA, Condo Association, or is an apartment building.

EX: Blackstone, Lake Park, etc.



HOA, CONDO ASSOCIATION BUT IN PRIMARY CORRIDOR

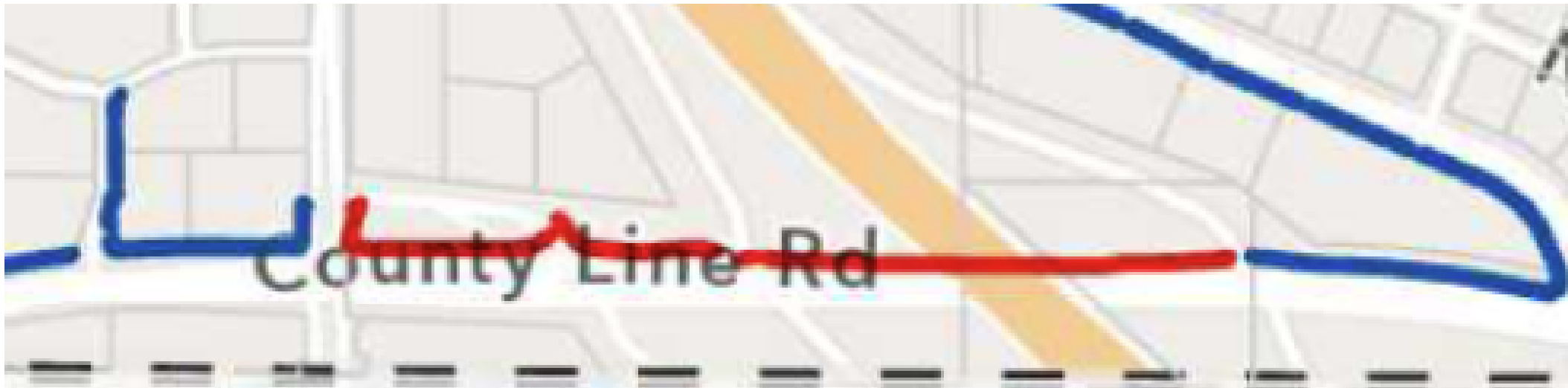
Responsibility for snow removal is not proposed to be transferred where the adjacent property is managed by an HOA, Condo Association, or is an apartment building, but is in the priority corridor.

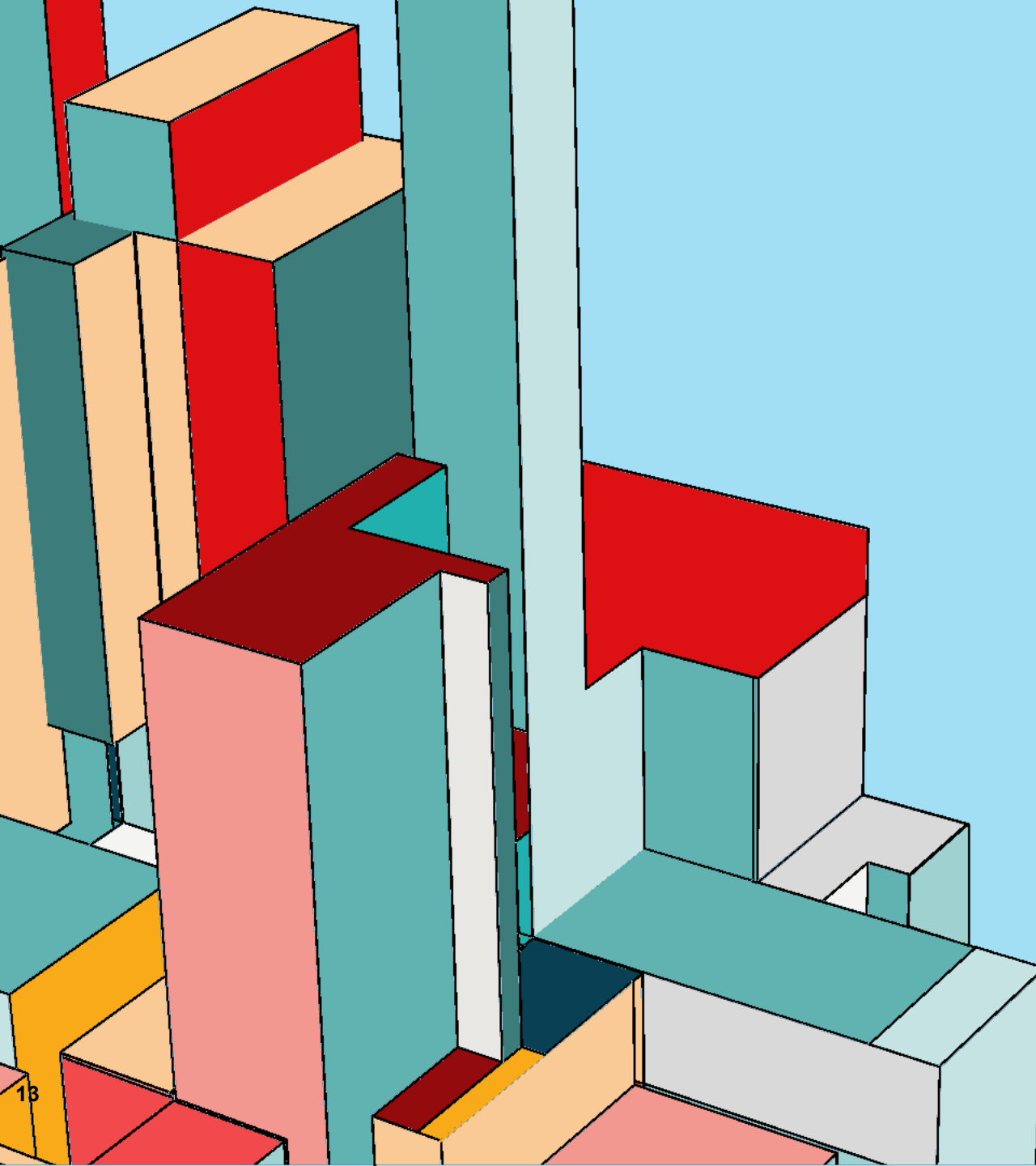
EX: Willow Creek Heights

DOT ROW

Responsibility for snow removal remained with the Village in several areas of DOT and County ROW.

EX: DOT ROW on County Line Road over I-41





MAP REVIEW

RESOLUTION NO. 04-2026

A RESOLUTION ESTABLISHING A FEE SCHEDULE FOR WEIGHTS & MEASURES
DEVICES REQUIRED UNDER SECTION 12.26 OF THE MUNICIPAL CODE

WHEREAS, The Village of Germantown and the Wisconsin Department of Agriculture, trade and Consumer Protection (DATCP) entered into a annually-renewing Memorandum of Agreement where both agencies agree that DATCP will furnish the services and perform the duties of sealers of weights and measures on an annual basis over a license period from July 1 to June 30 under Chapter 98.04, and that the Village will pay DATCP annually an amount necessary to cover the cost of such services no later than May 1 of the fiscal year; and

WHEREAS, the cost to DATCP for providing services to the Village of Germantown for the next license period (July 1, 2026 to June 30, 2027) is \$5,250; and

WHEREAS, the cost to the Village of Germantown for providing administrative services for the next license period (July 1, 2026 to June 30, 2027) is projected to be not less than \$1,650; and

WHEREAS, it is required under Section 12.26(7) that the Village Board establish a schedule of fees for each type of weighing and measuring device used for the purpose of computing a charge or payment for service rendered based on weight or measure within the Village of Germantown; and

WHEREAS, on March 16, 2026, the Village's General Government & Finance Committee did review and recommend approval of the proposed Weights & Measures Fee Schedule set forth in Exhibit 1 attached hereto; and

WHEREAS, the proposed fees were calculated by taking the total cost of the Weights and Measures program and dividing the same by the total number of anticipated licenses;

NOW, THEREFORE, BE IT RESOLVED that the Weights & Measures Fee Schedule attached hereto as Exhibit 1 is hereby established for licenses issued for the license period from July 1, 2026 to June 30, 2027; and

BE IT FURTHER RESOLVED that the Weights & Measures Fee Schedule attached hereto as Exhibit 1 will be effective upon adoption and will remain in effect until superseded or amended by a subsequent resolution.

Adopted: March 16, 2026

Robert A. Soderberg, Village President

ATTEST:

Donna Ott, Village Clerk

EXHIBIT 1
WEIGHTS AND MEASURES DEVICE FEE SCHEDULE
EFFECTIVE: MARCH 16, 2026

Device Type	Fee Per Device
Vehicles Scales	\$53.00
Small Capacity Scales 0-30#	\$11.00
Large Capacity Scales 31-1000#	\$25.00
Point of sale Scanner Combo	\$14.00
Liquid Measuring Device (LMD)	\$11.00
Late Fee (per License)	\$100.00
Administrative Cost (per License)	\$50.00

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 16, 2026

PLACEMENT: Action Item

ITEM TITLE: A Resolution Disallowing the Claim of Lance Ambrose (ACTION)

SUBMITTED BY: Donna Ott, Village Clerk

SUMMARY EXPLANATION:

ATTACHMENT:

1. Resolution 05-2026 Disallowance of Claim; Ambrose, Lance
2. 10.01.25 1615hrs Notice of Circumstance-1_Redacted
3. 10.01.2025 1615hrs Notice of Circumstance 2_Redacted
4. IncidentAbstract_Redacted
5. Ambrose, Lance 02.09.26 Claim_Redacted

STAFF RECOMMENDATION:

ACTION BY COMMITTEE:

RESOLUTION NO. 05-2026

A RESOLUTION DISALLOWING THE CLAIM OF LANCE AMBROSE FOR VEHICLE
DAMAGE

WHEREAS, Lance Ambrose filed an initial claim with the Village on February 9, 2025, for damage to vehicle that he alleges was due to negligent actions taken by officers of the Germantown Police Department on April 1, 2025; and

WHEREAS, the claim was forwarded to the Village Attorney and the Village's Insurance company, who have reviewed the claim and recommended that the Village disallow the claim; and

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown, Wisconsin, that the claim of Lance Ambrose as described above is hereby disallowed as that term is used in Wis. Stat. §893.80; and

BE IT FURTHER RESOLVED, that Staff in the Village Clerk's Office is directed pursuant Wis.Stat. §893.80(I g) to provide Lance Ambrose with written notice of the disallowance.

Adopted: March 16, 2026

Robert A Soderberg, Village President

ATTEST:

Donna Ott, Village Clerk

October 1, 2025

RECEIVED

Lance J Ambrose Sr

OCT 01 2025

Email: lanceambrosresr@gmail.com

VILLAGE OF GERMANTOWN
CLERK'S OFFICE

phone

pm
4:15pm

on request is with
PD incident report,
pictures + video
-still forthcoming
and can submit
if needed *lcm*

To:

Village Clerk

Village of Germantown

N112 W17001 Mequon Road

Germantown, WI 53022

Re: Notice of Claim Pursuant to Wis. Stat. § 893.80

Dear Clerk,

Enclosed please find my Notice of Claim pursuant to Wisconsin Statutes § 893.80, regarding negligent actions taken by officers of the Germantown Police Department on April 1, 2025.

As detailed in the enclosed Notice, members of the Germantown Police Department, including Sgt. Pesch and Officer T. Nisiewicz, improperly released my vehicle keys to an unauthorized third party against my explicit instructions. This action directly resulted in the unlawful sale and

destruction of my 2020 E450 Mercedes Benz and caused me substantial financial and personal damages.

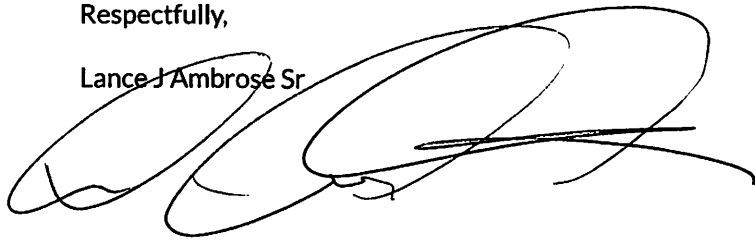
This Notice is being formally served upon the Village of Germantown to preserve my rights under state law. Please acknowledge receipt of this Notice for your records.

I respectfully request that this matter be resolved promptly and that restitution be made without the necessity of litigation.

Thank you for your attention.

Respectfully,

Lance J Ambrose Sr

A large, stylized handwritten signature in black ink, appearing to read 'Lance J Ambrose Sr', written over the printed name.

Lance J Ambrose Sr



October 1,2025

RECEIVED

OCT 01 2025

VILLAGE OF GERMANTOWN
CLERK'S OFFICE

pm 4:15pm

STATE OF WISCONSIN

[County Circuit Court – Insert County Name]

LANCE J. AMBROSE SR.,

Plaintiff,

v.

Case No: _____

GERMANTOWN POLICE DEPARTMENT,

SGT. PESCH, and OFFICER T. NISIEWICZ,

Defendants.

CIVIL COMPLAINT

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to Wisconsin law governing tort and negligence claims.

2. Venue is proper in this Court because the events giving rise to this claim occurred in Germantown, Wisconsin.

II. PARTIES

3. Plaintiff, Lance J. Ambrose Sr., is an adult resident of Mequon, Wisconsin.

4. Defendant, Germantown Police Department, is a municipal police agency located in Germantown, Wisconsin.

5. Defendant, Sgt. Pesch, is an officer employed by the Germantown Police Department, acting under color of law at all relevant times.

6. Defendant, Officer T. Nisiewicz, is an officer employed by the Germantown Police Department, acting under color of law at all relevant times.

III. STATEMENT OF FACTS

7. On or about April 1, 2025, Plaintiff was operating his 2020 E450 Mercedes Benz when he was stopped and arrested by Defendants Sgt. Pesch and Officer T. Nisiewicz.

8. At the time of arrest, Plaintiff explicitly instructed the officers, on body camera, that A. Eckford was not authorized to receive his vehicle or keys.

9. Despite these instructions, Defendants negligently and without lawful justification relinquished Plaintiff's vehicle keys to A. Eckford.

10. A. Eckford subsequently sold Plaintiff's vehicle to drug dealers in Milwaukee.

11. Said drug dealers were later arrested by the Milwaukee Police Department, and Plaintiff's vehicle was ultimately destroyed and totaled.

12. Defendants' actions directly caused Plaintiff's loss of his 2020 E450 Mercedes Benz and related damages.

13. Plaintiff did not consent to the release of his vehicle keys or his property, and Defendants had a duty to safeguard Plaintiff's property while he was in custody.

IV. CAUSE OF ACTION – NEGLIGENCE

14. Plaintiff incorporates by reference all preceding paragraphs.

15. Defendants owed Plaintiff a duty of care to properly secure and safeguard his vehicle and property while Plaintiff was under arrest.

16. Defendants breached that duty when they disregarded Plaintiff's explicit instructions and released his vehicle keys to an unauthorized third party.

17. As a direct and proximate result of Defendants' negligence, Plaintiff suffered the total loss of his vehicle, significant financial harm, and emotional distress.

V. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully demands judgment against Defendants, jointly and severally, for the following relief:

- a. Compensatory damages equal to the fair market value of Plaintiff's 2020 E450 Mercedes Benz at the time of loss;
- b. Additional damages for financial costs, loss of use, and emotional distress;
- c. Punitive damages to deter similar conduct by law enforcement officers;
- d. Attorney's fees and costs of this action;
- e. Any further relief this Court deems just and proper.

Respectfully submitted,

Dated: _____, 2025

Lance J. Ambrose Sr.



Plaintiff, Pro Se



Sincerely,

Lance J Ambrose Sr

A handwritten signature in blue ink, appearing to be "Lance J. Ambrose Sr.", written over the typed name.

Citizen Involved Incident (General Liability) Incident Details

Accident Date 04/01/2025

Detail Incident Description see attached documentation

- ☐ Incident Only?
- ☒ Recommendation Needed?

Contact Person Information

Enter name and phone number of person who can be contacted for further information

Name Gosia Wormsbacher

Phone 2622504750

Email  gwormsbacher@germantownwi.gov

2nd Contact Person Information

Enter name and phone number of 2nd person who can be contacted for further information

Name Donna Ott

Phone 262-250-4745

Email  dott@germantownwi.gov

Department/Division Selection

Member Germantown, Village of

Department Police

Division 88 - Police

Person Involved

Is Company ☐

First Name Lance

Middle Name J

Last / Company Name Ambrose Sr

Address 1 

City 

State 

Zip 

FEB 09 2026

RECEIVED

FEB 09 2026

RECEIVED

INDIVIDUAL ACKNOWLEDGMENT

VILLAGE OF GERMANTOWN
CLERK'S OFFICEState/Commonwealth of WisconsinCounty of Ozaukee

} ss.

On this the 6th day of February, 2026, before me,
Day Month YearCandace Bell

Name of Notary Public

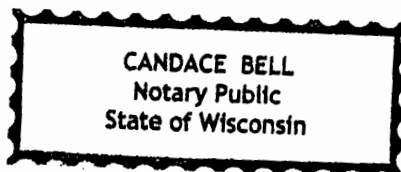
the undersigned Notary Public,

personally appeared Lance Ambrase, Sr

Name(s) of Signer(s)

☐ personally known to me – OR –☒ proved to me on the basis of satisfactory evidenceto be the person(s) whose name(s) is/are subscribed
to the within instrument, and acknowledged to me
that he/she/they executed the same for the purposes
therein stated.

WITNESS my hand and official seal.

Candace Bell
Signature of Notary PublicCommission expires: 10/13/2026Candace BellAny Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

Place Notary Seal/Stamp Above

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states.
Completing this information can deter alteration of the document or fraudulent reattachment
of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Demand for SettlementDocument Date: 02/06/2026Number of Pages: 6

Signer(s) Other Than Named Above: _____

To Whom It May Concern,

This correspondence serves as a formal Notice of Claim and Demand for Settlement pursuant to Wisconsin Statutes § 893.80, arising from negligent actions taken by officers of the Germantown Police Department on April 1, 2025, which resulted in the loss and damage of my vehicle and related financial harm.

Summary of Incident

On April 1, 2025, officers of the Germantown Police Department took actions and/or failed to take actions that fell below the reasonable standard of care required under Wisconsin law. As a direct and proximate result of these negligent acts and omissions, my vehicle was damaged, rendered unusable, and ultimately resulted in financial loss.

The actions taken were not discretionary policy decisions, but operational acts carried out in a negligent manner, thereby subjecting the municipality to liability under Wis. Stat. § 893.80.

Legal Basis for Liability

Under Wisconsin law, a municipality may be held liable for negligent acts of its employees acting within the scope of their employment. The officers involved had a duty to exercise reasonable care. That duty was breached, and the breach directly caused measurable damages.

As discussed in prior communication with the Village Attorney, liability has not been denied. The request at this stage is clarification of the damages sought and the relief requested, which is provided herein.

Damages and Losses

As a direct result of the negligent conduct, I incurred the following damages, including but not limited to:

- Loss of vehicle value and/or total loss
- Towing, storage, and recovery expenses
- Repair estimates and related costs
- Loss of use and transportation expenses
- Administrative and incidental costs directly related to the incident

All supporting documentation substantiating these losses is attached and incorporated by reference.

Demand for Settlement

In an effort to resolve this matter without litigation, I hereby make a formal demand for settlement in the amount of \$38,500.

This amount reflects reasonable compensation for:

- The loss and damage to the vehicle
- Out-of-pocket expenses
- Consequential financial losses
- The negligent conduct giving rise to this claim

This demand is made in good faith and with the intent to resolve this matter efficiently and amicably.

Response Requested

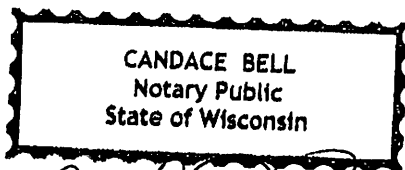
Please provide a written response within 30 days of receipt of this Notice. If the Village wishes to discuss settlement or requires clarification regarding the attached documentation, I am open to constructive communication.

Failure to resolve this matter may leave me no alternative but to pursue further legal remedies available under Wisconsin law.

Thank you for your attention to this matter.

Sincerely,
Lance J. Ambrose Sr.
Saving Our Sons Mentoring Movement Inc.


Lanceambrosesr@gmail.com
Savingoursonsmentoringmke@gmail.com




Commission expires: 10/13/2020

WISCONSIN BUYERS GUIDE



Information on this guide is based on what the dealership can find. You may learn more by following the suggestions on the back.

VEHICLE HISTORY

- Check all that apply
- ☒ Personal use
 - ☐ Business use
 - ☐ Lease use
 - ☐ Rental use
 - ☐ Demonstrator use
 - ☐ Executive use
 - ☐ Titled/transferred to insurance
 - ☐ History and use not known
 - ☐ Other:

TITLE BRANDS

- Title will have these brands:
- ☐ Rebuilt salvage
 - ☐ Damage claim paid
 - ☐ Flood damaged
 - ☐ Manufacturer buyback/Lemon
 - ☐ Other:

All states titled in:
IL, WI

ODOMETER READING

Odometer information will be on your title.

- ☒ ODOMETER READ 29,045 miles when vehicle was acquired. To the best of dealership's knowledge, the reading was:

☒ Actual

☐ In excess of mechanical limits

☐ Not Actual - WARNING ODOMETER DISCREPANCY

- ☐ EXEMPT from odometer disclosure because vehicle is model year 2010 or older. Reading is not required.

WARRANTY & SERVICE CONTRACT INFORMATION

Refer to separate document for coverages and exclusions. Dealer disclaims implied warranties of merchantability and fitness for a particular purpose. AS IS - NO WARRANTY. Unless "Dealership" is checked under Limited Extended Warranty, this vehicle is sold AS IS and the dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.

IMPORTANT: Ask for all promises in writing. Spoken promises are difficult to enforce. Warranty terms may be negotiable. Terms agreed to on the purchase contract are final.

Manufacturer Warranty Information

(Dealer is not a party to any manufacturer warranty.)

- ☒ Original Manufacturer Warranty (either new or remaining)
Expiration: 08/03/2024 (date) 50000 (miles), whichever comes first
Deductible: \$0.00 Transfer fee: \$0.00
Percentage of repair costs to be paid by you: 0 %

- ☐ Original Manufacturer Warranty EXPIRED or NOT KNOWN
☐ Original Manufacturer Warranty CANCELLED due to history

- ☒ LIMITED EXTENDED WARRANTY/SERVICE CONTRACT provided by: ☒ Manufacturer ☐ Warranty Company ☐ Dealership
Duration: 12 (months) 9999999999 (miles), whichever comes first
Deductible: \$0.00 Transfer fee: \$0.00
Percentage of repair costs to be paid by you: 0 %
Warranty term begins on: 08/03/2024

Year, Make, Model
2020 MERCEDES-BENZ E450 4MATIC AMG LINE 2DR 3.0TBO/A9 AWD

VIN

Dealership Name
Umansky UMG, LLC dba
Umansky Motor Cars/Mercedes-Benz of Milwaukee North

Engine: Size 3.0L No. Cyl. 6 Price \$46,570.00

Drive Type: ☐ FWD ☐ RWD ☒ 4WD/AWD Service Fee \$399.00

Transmission: ☒ Automatic ☐ Manual Stock Number P31735

USED VEHICLE GENERAL CONDITION

- YES NO Heating and Cooling System
- ☐ ☒ Engine heating/cooling system problem
 - Drive Train
 - ☐ ☒ Shifting Problem
 - ☐ ☒ Abnormal noise or vibration
 - ☐ ☒ Visible cracks or damage to cases or housings
 - Electrical System
 - ☐ ☒ Starting/charging/ignition system problem
 - Engine
 - ☐ ☒ Gasoline ☐ Diesel ☐ Electric ☐ Hybrid
 - ☐ ☒ Signs of excessive oil consumption
 - ☐ ☒ Abnormal noise
 - ☐ ☒ Signs of cracked block or head, or blown head gasket or inoperative turbo
 - ☐ ☒ Electrical control module problem
 - ☐ ☒ Abnormal exhaust or engine smoke
 - ☐ ☒ Belts frayed / missing / or cracked
 - Does NOT include timing belt
 - ☐ ☒ Changed or modified from original manufacturer specification
 - Fluid
 - ☐ ☒ Fluid levels low
 - ☐ ☒ Known or visible leaks, excluding minor seepage
 - Gauges and Warning Devices
 - ☐ ☒ Gauge or device indicating a system problem
 - ☐ ☒ Gauge, dash lights or device inoperative
 - Repaired Damage
 - ☐ ☒ Corrective welds / knowledge or evidence of repair to strut tower / floor pan / frame / or structural portion of unibody
 - ☐ ☒ Evidence or knowledge of frame repair or replacement
 - Other Equipment
 - ☐ ☒ ABS Brake System problem
 - ☐ ☒ Cruise control problem
 - ☐ ☒ Air conditioning system problem
 - ☐ ☒ Interior cabin heating system problem
 - ☐ ☒ Power accessory problem
 - ☐ ☒ Sound system problem
 - ☐ ☒ Navigation system problem
 - ☐ ☒ Entertainment system problem
 - ☐ ☒ Spare tire / jack missing

VEHICLE EQUIPMENT REQUIREMENTS

To safely and legally operate this vehicle on Wisconsin highways, all items listed below must be in proper working condition according to TRANS 305, Wis. Adm. Code.

- Not Legal Legal
- Brakes System
 - ☐ ☒ Parking Brake
 - ☐ ☒ Service Brake
 - Bumpers
 - ☐ ☒ Doors, Hoods, and Trunk Lid
 - Emission Equipment
 - Dealership inspection does not ensure vehicle will pass state emission test where required.
 - Exhaust System
 - ☐ ☒ Fenders, Firewall and Floor Pan
 - ☐ ☒ Frame or Structural Portion of Unibody
 - Fuel System
 - ☐ ☒ Horn
 - Lights
 - ☐ ☒ Restraining Devices and Seats - air bags/belts
 - ☐ ☒ Speedometer and Odometer
 - ☐ ☒ Steering Components
 - Suspension
 - ☐ ☒ Tires and Wheels
 - ☐ ☒ Windshield, Windows and Mirrors
 - ☐ ☒ Windshield Defroster, Wipers, and Washers

Explain all items marked "YES" or "Not Legal"

I certify that to the best of my knowledge that the information provided on this guide is accurate

BOB GUTEKUNST
(Vehicle Inspector - Print Name)

DUSTIN KOPLIEN
(Records Inspector - Print Name)

(Signature of Dealer Licensed Representative)

1/10/2024
(Vehicle Inspection Date)

I understand that I will receive a copy of this guide and the dealer will keep the original

(Buyer Signature)

2/20/24
(Date)

DEALER'S COPY

**WISCONSIN**

0000000

Certificate of Vehicle Registration

Plate Number				Registration		Chassis		Gross Weight		Period		Color		Registration Number	
[REDACTED]				AUT AUT		AUTO				A		WHITE		[REDACTED]	
Vehicle Identification Number								Year		Make		Expiration Date		Fleet No.	
[REDACTED]								2020		MERZ		02/28/2025		Amount Received	
														\$.00	

THIS IS NOT A BILL

This Registration Certificate is not a Title. Not Valid for Transfer of Ownership.

Contact the Division of Motor Vehicles at:
wisconsindmv.gov
608-264-7447

AMBROSE LANCE J SR AND SAVING OUR SONS MENTORING
MOVEMENT

**License Plate / Sticker Information:** Carry this notice in your vehicle.

Wisconsin DMV will mail your plates (plate number shown above) and stickers separately if they were not handed to you or received with this certificate of registration. Regular plates and stickers should arrive in 21 to 28 days. Special / personalized plates with stickers should arrive in 4 to 6 weeks.

If you did not request new plates, you are receiving them because state law requires the replacement of older plates.

If you currently have plates, keep them on the vehicle until your new plates arrive. You must destroy your old plates after you put the new plates on your vehicle. You may not operate an auto or truck registered at 8,000 lbs. or less without license plates.

If you have questions about regular plates, visit wisconsindmv.gov/email.

If you have questions on special/personalized plates, e-mail: special-plates.dmv@dot.wi.gov.

If you have questions about reissuance of plates visit wisconsindmv.gov/reissuance.

G what is the blue book value of e 450 2020 coupe mercedes

58

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AI Overview

The 2020 Mercedes-Benz E-Class E 450 Coupe has a Kelly Blue Book resale value of approximately \$28,400, with a trade-in value around \$21,000 to \$26,000 depending on condition. Private party values often range between \$25,000 and \$30,000 for this model with average mileage.



2020 E 450 Coupe Value Breakdown:

- **Resale Value (Private Party):** ~\$27,000 - \$28,400
- **Trade-In Value:** ~\$21,000 - \$26,500
- **Dealer Retail Price:** Often listed closer to \$33,000 - \$36,000

Factors Affecting Value:

- **Mileage & Condition:** Values assume average mileage and good to excellent condition.
- **4MATIC®:** The 4MATIC® (all-wheel-drive) model generally holds a higher value than the rear-wheel-drive version.
- **Packages:** Vehicles with the Premium Package, AMG Line, or Driving Assistance Package may command higher prices.

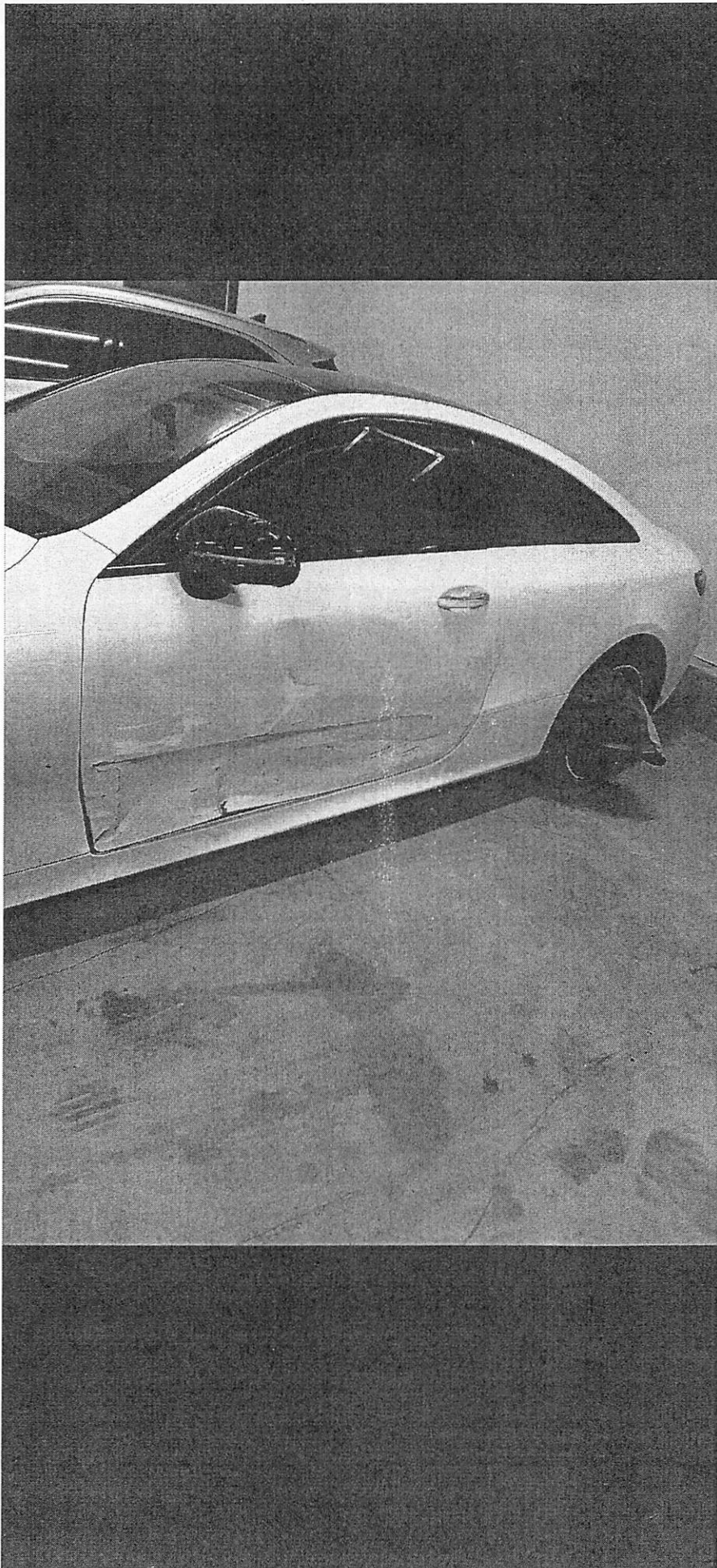
Disclaimer: Values are estimates based on early 2026 data and can change based on your location and the car's specific, exact condition.

2020 Mercedes-Benz E-class E 450 4MATIC Coupe 2D - Kelley Blue Book

A 2020 Mercedes-Benz E-Class E 450 4MATIC Coupe 2D has depreciated \$18,467 or 39% in the last 3 years and has a current resale val...



Kbb.com



BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 16, 2026

PLACEMENT: Action Item

ITEM TITLE: Appointment of Director of Public Works. The Village Board may convene into closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction, and then may reconvene into open session to take such action as it deems appropriate. (ACTION)

SUBMITTED BY:

SUMMARY EXPLANATION:

Members of the Village Board participated in the interviews of the internal candidates for the vacant Director of Public Works position. Under the statutes, the Board may utilize a closed session under Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction. In this case, the discussion of interview performance and backgrounds of the candidates would be a permitted purpose to use this provision, and would be the ultimate consideration of possible employment in this position and their compensation.

ATTACHMENT:

1. Memo to Board re DPW Director Appointment
2. Job Description Detail
3. Zimmerman - cover 2026
4. Zimmerman - application
5. Zimmerman Resume
6. Zimmerman- references
7. Driscoll_cover-letter2026Feb (PublicWorksDirector)
8. Driscoll - application
9. 2026_Driscoll-resume
10. Driscoll_references(2026Feb)
11. Kleiss - application
12. Eric Kleiss_Resume

STAFF RECOMMENDATION:

A motion to enter into closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction.

ACTION BY COMMITTEE:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 16, 2026

PLACEMENT: Action Item

ITEM TITLE: Retention bonuses for Certain Key Employees. The Village Board may convene into closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and then may reconvene into open session to take such action as it deems appropriate. (ACTION)

SUBMITTED BY:

SUMMARY EXPLANATION:

Because of the departure of two key department heads in short succession, efforts to retain certain key employees that remain may be important to ensure appropriate continuity of operations. Under the statutes, the Board may utilize a closed session under Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction. In this case, the compensation of specific employees is a permitted use of a closed session. Further, as part of the discussion, it is anticipated the performance evaluation data may be considered for the employees, another permitted use of a closed session under the statute.

ATTACHMENT:

STAFF RECOMMENDATION:

A motion to convene into closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering compensation and/or performance evaluation data of any public employee over which the Village Board has jurisdiction or exercises responsibility.

ACTION BY COMMITTEE: