

PO Box 159  
242 Fredonia Avenue  
Fredonia, WI 53021



Phone: 262-692-9125  
Fax: 262-692-2883  
mdepies@village.fredonia.wi.us

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## AGENDA

### **FREDONIA VILLAGE BOARD MEETING THURSDAY, DECEMBER 15, 2022 – 7:00 PM**

Fredonia Government Center - Board Room  
242 Fredonia Avenue, Fredonia, Wisconsin

### **THE FOLLOWING BUSINESS WILL BE BEFORE THE VILLAGE BOARD FOR INITIATION, DISCUSSION, CONSIDERATION, DELIBERATION AND POSSIBLE FORMAL ACTION**

1. Call to order
2. Pledge of Allegiance / Roll Call
3. Consent agenda:
  - a. Approve minutes of December 1, 2022 Village Board meeting.
  - b. Approve General Fund, Water and Sewer Invoices.
  - c. Approve a Temporary Class "B" Retailer's License for Divine Savior Catholic School – Janke Cancer Fundraiser
4. Public Comments  
Please note public comments are limited to five minutes per person
5. Report on operations of Village by:
  - a. Village President
    1. Proclamation honoring Annie Stadler for her outstanding service to the Village of Fredonia
  - b. Village Administrator
    1. Preliminary 2022 End of Year Budget Review
  - c. Village Marshal
  - d. Fire Chief
  - e. Public Works/Wastewater Treatment Plant
  - f. Clerk/Treasurer
  - g. Ozaukee County District 2 Supervisor
  - h. Report of Plan Commission – D. Dohrwardt
6. Items for Discussion and/or Action:
  - a. Motion to approve variance to the Village of Fredonia Zoning Code Section 575-63 – Parking Requirements request from Dollar General to reduce the

- size of the parking space to 9' wide X 20' deep and reducing the parking requirements from 36.4 parking stalls to 30 parking stalls.
- b. Motion to approve the Final Plat for Village Green Subdivision No 2.
  - c. Motion to approve the Subdivider's Agreement for Village Green Subdivision Addition No. 2 with a change to the language in paragraph 7 of the Subdivider's Agreement replacing \$1.00 with "a price to be determined at a later date".
  - d. Motion to approve the Letter of Credit for paving and curb from Subdivider's Agreement contingent on attorney review and approval.
  - e. Motion to approve a contract with Strand Engineering as the Village Consulting Engineer.
  - f. Motion to approve an additional \$3,740 for the purchase of a 2014 F350 with plow from Wisconsin Surplus utilizing ARPA funds.
  - g. Motion to approve the Fifteenth-Amended Agreement for the Operation of the Mid-Moraine Municipal Court.
  - h. Motion to approve Brandon Heinen to attend a Groundwater supply & Distribution Certification class in Green Bay, WI, for a cost of \$472.35 plus lodging, meals, and mileage.
7. Convene to closed session pursuant to Wisconsin Statutes 19.85(1)(c) for considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – Appointment of Village Clerk and Insurance issues.
8. Adjourn closed session and reconvene into open session
9. Motion to appoint Village Clerk.
10. Motion to approve insurance payment as discussed in closed session.
11. Correspondence
12. Items for future consideration by Village Board.
13. Adjournment

**UPCOMING MEETINGS:**

Architectural Control Board – December 21  
Village Board – January 5

**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, contact the village clerk at (262) 692-9125.

## VIEW/ATTEND MEETING VIA ZOOM

The Village of Fredonia will be utilizing ZOOM as a part of the Village Board meetings. All meetings will adhere to Wisconsin Open Meetings Laws and follow guidance provided by the WI Department of Justice. **The public is able to attend public meetings in person.** ZOOM is intended to provide an additional option for the public to join the meeting via computer, iPad, tablet, or telephone.

We ask that you have your microphone muted. The Village reserves the right to mute disruptive attendees.

The Village President will recognize anyone wishing to talk at the appropriate time and ask you to make your comments.

To have the link sent to you, please contact the Village Clerk at: [mdepies@village.fredonia.wi.us](mailto:mdepies@village.fredonia.wi.us)

<https://us02web.zoom.us/j/89112502374?pwd=STY1YWIMQ0FDR3k4K1FUTnp0RlNydz09>

**VILLAGE OF FREDONIA  
VILLAGE BOARD MEETING MINUTES  
DECEMBER 1, 2022**

President Dohrwardt called the Village Board meeting to order at 7:00 p.m. the Pledge of Allegiance followed.

Board members present: Don Dohrwardt, Dan Gehrke, Bill McLarty, John Long, Rick Abegglen, Josh Haas, and Bruce Paape.

Staff/Officials present: Village Administrator Christophe Jenkins, Director of Public Works Eric Paulus, Village Clerk/Treasurer Melissa Depies, Marshal Mike Davel, and Crewperson Brandon Heinen.

Others present: Representative Robert Brooks and many concerned residents

**Representative Robert Brooks – Review of group home rules and regulations**

Representative Robert Brooks reiterated the laws governing adult family homes, stating that these homes have no requirements to notify the municipality prior to occupancy. These properties are treated just like any other residential property in the municipality.

President Dohrwardt stated that the Village does not have issue with the homes or the occupants. The issue was that people in the neighborhood just wanted notification as to what was happening in there block.

Charlie Pfrang representative of Total Care Group stated that he has been in the business for approximately 10 years, running 17 adult family homes. His facilities serve adults, 18 years and older, with intellectual disability a/k/a mental health. Care and supervision is provided to the residents 24/7. The type of license that a facility has will tell the municipality what type of people will be living in the home. Medical information of the residents cannot be given out.

Mr. Pfrang stated that the staff for these facilities does go through stringent training. The home here in Fredonia currently has 4 staff members to rotate throughout the day.

Representative Books addressed the Boards concerns regarding levy limits and reduced state aid. He noted that they are currently working on a formula to have a sales tax shared revenue. There was discussion on shared sales tax and funding options for police, fire and EMS.

**Consent Agenda**

Motion by Trustee Abegglen, seconded by Trustee Haas, to approve the November 17, 2022 Village Board meeting minutes, and the General Fund, Water and Sewer bills as presented. Motion carried unanimously.



### **Open Session for Citizen Questions and Comments**

None.

### **Report on Operations of Village by Village President**

President Dohrwardt had nothing to report.

### **Report on Operations of Village Administrator**

Administrator Jenkins highlighted his report stating that the newly appointed Director of Public Works, Eric Paulus, has jumped in and is doing a great job getting acquainted with the staff and analyzing equipment needs.

So far the Village has received 2 applications for the crewperson position and 7 applications for the Village clerk position. An ad has been placed in the Ozaukee Press for both positions.

Administrator Jenkins has begun the compensation review and is working on updating the Personnel Policy.

At the Joint EMS meeting, Administrator Jenkins was asked to draft an intergovernmental agreement. The joint EMS service will be housed in the Village since Fredonia has the largest station and equipment for the service. Funding options need to be determined as this service will definitely take additional dollars in 2026.

Administrator Jenkins thanked Trustee Gehrke and all the volunteers that put on the tree lighting. He stated that it was a very nice event attended by approximately 75 people.

Trustee Gehrke questioned where the Village was at with the design/development of the new website. Administrator Jenkins will follow up.

### **Report on Operations of Village by Village Marshal**

Marshal Davel stated that there are no records at the Marshal's office, Sandi and Roger moved those boxes years ago. The basement is wet; however there is nothing in the building; therefore nothing is getting wet.

### **Report on Operations of Village by Fire Chief**

Fire Chief Weyker was not present, there was no report.

### **Report on Operations of Village by Public Works/Wastewater Treatment Plant**

Director of Public Works Paulus highlighted his report stating that the report was a joint effort between himself and Brandon Heinen. The leaves are done and the shade structure is down. Currently Mr. Paulus is coming in before and after his job in Kewauskum. He will be here full-time starting January 9, 2023.

### **Report on Operations of Village by Clerk/Treasurer**

Clerk Depies highlighted her report stating all tax bill information has been sent to the County and all delinquent sewer and water information has been entered into Ascent for tax bill creation.

Clerk Depies has also been working to get all insurance information entered into the system so all employees will have insurance effective January 1, 2023, as well as cancelling the current policy with Anthem.

Clerk Depies spent a day with the auditors and completed preliminary audit work. Final audit is scheduled for February 13 – 17, 2023.

### **Report by Ozaukee County District 2 Supervisor**

Supervisor Haas had nothing to report.

### **Report of Park and Recreation – Dan Gehrke**

Trustee Gehrke stated that the Park & Recreation Committee met with the Fire Department 100 Anniversary Committee to start planning their 100 year celebration. There will not be a Family Fun B4 the 4<sup>th</sup> Event in 2023 instead all resources will go toward this celebration. The event will be held August 19, 2023. Donation letters will be going out soon.

The tree lighting went well, committee discussed options to improve the event next year.

The Committee also discussed having a QR Code for Pay to Play Disc Golf.

### **Items for Discussion and/or Action**

#### **Adopt Ordinance 2022-6 Amending Section 132-4 Standing committees**

Motion by Trustee Haas, seconded by Trustee Abegglen, to adopt Ordinance 2022-6 Amending Section 132-4 Standing committees. Motion carried unanimously.

#### **Motion to approve Resolution 2022-J Establishing wages for the Village President and Board of Trustees for the Village of Fredonia**

Motion by Trustee Haas, seconded by Trustee Gehrke, to approve Resolution 2022-J Establishing wages for the Village President and Board of Trustees for the Village of Fredonia. Motion carried 6-1; Dohrwardt Nay.

President Dohrwardt stated that he does not believe \$4,000 is enough for the President position. He stated that the County Board Supervisor gets three times the other members; therefore the \$6,000 stipends was more reasonable.

*Motion to approve electrical work for the Process Analyzer for Orthophosphate Measurement with Sample Prep Station from Energenecs.*

Director of Public Works Eric Paulus stated that as part of the DNR permit the Village was required to install a Process Analyzer for Orthophosphate Measurement with Sample Prep Station. The Analyzer has been installed however it is not working because the electric needs to be rerouted to properly operate it. A quote was received from Pieper Power in the amount of \$8,950. This is not a budgeted expense; however needs to be done and can be added to the cost of the capital expense.

Motion by Trustee McLarty, seconded by Trustee Gehrke, to approve electrical work, not to exceed \$9,000, for the Process Analyzer for Orthophosphate Measurement with Sample Prep Station from Energenecs. Motion carried unanimously.

*Consideration and possible recommendation for pump upgrades at Well 2*

Director of Public Works Eric Paulus stated that Well 2 is out of service. There is a large hole in the pipe and the pump is not functioning. Director Paulus is working on obtaining quotes for a rebuilt pump versus a new pump. He estimated the current pump to be over 20 years old.

Trustee Gehrke stated that the 2023 budget does include funds for upgrade work at Well 1. These funds can just be re-designated to Well 2.

President Dohrwardt stated that studies have shown that the pump was to be increased in the future and this should be done now versus repairing this one and then replacing it in 2 years. Director Paulus stated that this pump has not been working a full capacity for several years repairing/replacing this pump will dramatically improve water flow.

Motion by Trustee Haas, seconded by Trustee Gehrke, to approve well upgrades for well 2 not to exceed \$40,000. Motion carried unanimously.

*Motion to approve purchase of a 2014 F350 with plow from Wisconsin Surplus*

Director of Public Works Eric Paulus stated that an additional truck will be needed with the addition of a crewperson. The Village of Saukville is selling a 2014 F350 Super Duty 4WD Pickup Truck w/Boss Stainless Steel V-plow via Wisconsin Surplus On-Line Auction. Bidding closes at noon on Friday, 12/02/2022, Director Paulus requested authorization to bid on the truck.

Administrator Jenkins stated that this is not a budgeted item, it was his recommendation to fund the truck out of capital expenses. Trustee Haas recommended using ARPA funds for this purchase.

Motion by Trustee Long, seconded by Trustee Haas, to approve purchase of a 2014 F350 with plow from Wisconsin Surplus for an amount not to exceed \$40,000. Motion carried unanimously.

**Correspondence**

None

**Items for Future Consideration by the Village Board**

Marshal Davel explained that there is a locked door in the basement of the Marshal office. He does not have a key for that door and does not know what is in that room, he stated that the Village files are probably in that room.

**Adjournment**

Motion by Trustee McLarty, seconded by Trustee Gehrke, to adjourn the meeting at 8:20 p.m. Motion carried unanimously.

Respectfully Submitted:

Melissa Depies  
Village Clerk

12/13/2022 3:40 PM

## Check Register - Quick Report - ALL

Page: 1

ALL Checks

ACCT

## GENERAL CHECKING &amp; MONEY MARKET

Dated From:

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| Check Nbr | Check Date | Payee   | Amount   |
|-----------|------------|---|----------|
| 18051     | 12/13/2022 | AgSource Cooperative Services<br>LAB SERVICES                               | 137.82   |
| 18052     | 12/13/2022 | AIRGAS USA, LLC<br>OXYGEN CYLINDER RENTAL                                   | 17.48    |
| 18053     | 12/13/2022 | ANTHEM BLUE CROSS AND BLUE SHIELD<br>DECEMBER PREMIUM                       | 2,851.51 |
| 18054     | 12/13/2022 | AQUARIUS TECHNOLOGIES, INC<br>MEMBRANE DIFUSER/RETAINER RING/LUBRICANT      | 946.00   |
| 18055     | 12/13/2022 | ARNOLD'S ENVIRONMENTAL SERVICES, INC.<br>OAK PARK PORTA POTTY               | 308.00   |
| 18056     | 12/13/2022 | BADGER METER, INC.<br>BEACON HOSTING FEES                                   | 149.82   |
| 18057     | 12/13/2022 | BUBLITZ PLUMBING & HEATING, INC.<br>INV 24754-HEATING ISSUE TREATMENT PLANT | 130.00   |
| 18058     | 12/13/2022 | CARDMEMBER SERVICE<br>CONSTANT CONTACT                                      | 783.99   |
| 18059     | 12/13/2022 | CASEY'S BUSINESS MASTERCARD<br>DIESEL FUEL NOVEMBER ACTIVITY                | 74.89    |
| 18060     | 12/13/2022 | CEDARBURG OVERHEAD DOOR LLC<br>REPLACE DOOR SENSORS                         | 1,043.00 |
| 18061     | 12/13/2022 | DIGGERS HOTLINE, INC<br>HOTLINES NOVEMBER                                   | 12.80    |
| 18062     | 12/13/2022 | DOHRWARDT, DON<br>MISC SUPPLIES & EXPENSES                                  | 340.48   |
| 18063     | 12/13/2022 | DREWS TRUE VALUE #0103-2<br>CLEANING SUPPLIES                               | 213.33   |
| 18064     | 12/13/2022 | EMERGENCY MEDICAL PRODUCTS, INC.<br>MEDICAL SUPPLIES                        | 550.54   |
| 18065     | 12/13/2022 | FRONTIER<br>692-3179  | 659.13   |
| 18066     | 12/13/2022 | Harter's Lakeside Disposal<br>GARBAGE COLLECTION                            | 9,455.38 |
| 18067     | 12/13/2022 | HAWKINS, INC.<br>FERRIC CHLORIDE  | 4,571.82 |
| 18068     | 12/13/2022 | HOUSEMAN AND FEIND, LLP<br>CHARTER ORD/EMS FUNDING AGREE/GROUP HOME         | 450.00   |
| 18069     | 12/13/2022 | HYDROCOP<br>CROSS CONNECTION CONTROL  | 1,122.00 |

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| 18070     | 12/13/2022 | LEAGUE OF WISCONSIN MUNICIPALITIES<br>MEMBERSHIP 1/1/23-12/31/23     | 1,103.53  |
| 18071     | 12/13/2022 | MULCAHY/SHAW WATER, INC.<br>PUMP REPLACEMENT/PUMP BOARD              | 796.75    |
| 18072     | 12/13/2022 | NEUENS FREDONIA LUMBER COMPANY, INC.<br>Surge Protector              | 323.77    |
| 18073     | 12/13/2022 | OZAUKEE COUNTY CLERK<br>NOTICES/INSERTS-AUG 9 ELECTION               | 926.79    |
| 18074     | 12/13/2022 | PARKSIDE AUTO CENTER, INC.<br>BATTERY/DEF                            | 153.00    |
| 18075     | 12/13/2022 | PAYNE & DOLAN, INC.<br>2022 ASPHALT PATCHING                         | 2,100.00  |
| 18076     | 12/13/2022 | PETTY CASH<br>STRAW BALES  | 56.33     |
| 18077     | 12/13/2022 | PNC EQUIPMENT FINANCE, LLC<br>PUMPER TRUCK LEASE PAYMENT             | 68,299.43 |
| 18078     | 12/13/2022 | PORT PUBLICATIONS<br>ord 2022-6/ZONING COE VARIANCE                  | 285.09    |
| 18079     | 12/13/2022 | PORT WASHINGTON, CITY OF<br>BACTERIOLOGICAL ANALYSIS                 | 60.00     |
| 18080     | 12/13/2022 | PREMIER FALL PROTECTION<br>RECERT VERTICAL LIFELINE SLUDGE STORAGE   | 866.00    |
| 18081     | 12/13/2022 | RELIANT FIRE APPARATUS, INC.<br>DOT INSPECTION-AMBULANCE             | 4,126.28  |
| 18082     | 12/13/2022 | THE RETIREMENT ADVANTAGE, INC.<br>RETIREMENT ACCOUNT FEES            | 100.00    |
| 18083     | 12/13/2022 | THILL, JOHN<br>MILEAGE-ELECTRICAL INSPECTOR                          | 83.90     |
| 18084     | 12/13/2022 | ULINE, INC.<br>HAND TOWELS/TP  | 201.69    |
| 18085     | 12/13/2022 | WE ENERGIES<br>PUMP HOUSE 1  | 13,017.35 |
| 18086     | 12/13/2022 | WEX BANK<br>UNLEADED FUEL  | 244.16    |
| 18087     | 12/13/2022 | WISCONSIN DEPARTMENT OF TRANSPORTATION<br>LICENSE/REGISTRATION/PLATE | 169.50    |
| 18088     | 12/13/2022 | WISCONSIN DOCUMENT IMAGING<br>COPIES                                 | 155.92    |

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ALL Checks

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| 18089       | 12/13/2022 | WORKHORSE SOFTWARE SERVICES, INC.<br>WORKSHORSE SOFTWARE SUPPORT | 4,050.00   |
| 18091       | 12/13/2022 | PAULUS, ERIC<br>NOVEMBER/DECEMBER STIPEND                        | 3,000.00   |
| Grand Total |            |  | 123,937.48 |

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ALL Checks

ACCT

GENERAL CHECKING & MONEY MARKET

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Amount

|  |            |
|--|------------|
| Total Expenditure from Fund # 100 - GENERAL FUND     | 34,153.71  |
| Total Expenditure from Fund # 110 - CAPITAL PROJECTS | 68,299.43  |
| Total Expenditure from Fund # 350 - FIRE DEPARTMENT  | 5,453.39   |
| Total Expenditure from Fund # 600 - WATER UTILITY    | 8,417.22   |
| Total Expenditure from Fund # 660 - SEWER UTILITY    | 7,613.73   |
| Total Expenditure from all Funds                     | 123,937.48 |



# APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 12-8-22

☐ Town of ☒ Village of ☐ City of Fredonia County of Ozaukee

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.  
☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stat.

at the premises described below during a special event beginning Feb 25<sup>th</sup> and ending Feb. 25<sup>th</sup> and agrees to comply with all law, resolution, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

## 1. ORGANIZATION (Check appropriate box) ☐ Bona fide Club ☒ Church ☐ Lodge/Society ☐ Veteran's Organization ☐ Fair Association

(a) Name Divine Savior Catholic School  
 (b) Address 305 Fredonia Ave Fredonia, WI 53021  
 Street ☐ Town ☒ Village ☐ City

(c) Date organized \_\_\_\_\_

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) Names and addresses of all officers:

President Lynn Sauer - principal

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

(f) Name and address of manager or person in charge of affair: Lynn Sauer -

## 2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number 305 Fredonia Ave.

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? \_\_\_\_\_

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

## 3. NAME OF EVENT

(a) List name of the event Janke Cancer Fundraiser - DSCS

(b) Dates of event Feb. 25<sup>th</sup>, 2023

## DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer \_\_\_\_\_ (Signature/date) \_\_\_\_\_ (Name of Organization)  
 Officer \_\_\_\_\_ (Signature/date)

Officer \_\_\_\_\_ (Signature/date) \_\_\_\_\_ (Signature/date)

Date Filed with Clerk \_\_\_\_\_

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

**Application for Temporary License  
to Serve Fermented Malt Beverages**

(Valid for 14 Days/Only Two Events Per Person Per Year)

To the Village Board of the Village of Fredonia

12-8-22

(Today's Date)

I hereby apply for a license to serve, from date Feb. 25<sup>th</sup> to Feb. 25<sup>th</sup> inclusive (unless sooner revoked), Fermented Malt Beverages, subject to the limitations imposed by Section 125.17 of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages if a license is granted to me. I also, as the applicant, grant the Village of Fredonia authorization to, within one year of this date, obtain any information and record pertaining to me from any source and hereby release any individual or institution from any and all liability for damages of whatever kind which may result to me, my heirs, family, or associates because of compliance with this authorization and request to release information.

**Answer the following questions fully and completely: PLEASE PRINT**

|  |  |                                     |
|--|--|-------------------------------------|
| 1. Name of Applicant: Last: <u>Sauer</u> First: <u>Lynn</u> Middle Initial: <u>R.</u>  |  |                                     |
| 2a. Current Address: _____<br>City: _____ Zip: <u>53004</u>  |  |                                     |
| b. Previous Address: <u>NA</u><br>(If less than 2 years at current address) City: _____ State: _____ Zip: _____  |  |                                     |
| 3. Date of Birth: _____  |  | 4. Social Security Number: <u>1</u> |
| 5. Drivers License Number: _____   |  | Phone Number: _____                 |
| 7. Event where this license will be used: <u>Janke Cancer Fundraiser - DCLS</u>  |  |                                     |
| 8. Have you ever been convicted of any felony or of violating any law under the State of Wisconsin or of the United States? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>    |  |                                     |
| Date of such conviction: _____   |  | Name of Court: _____                |
| Nature of offense: _____   |  |                                     |
| 9. Have you been convicted of violating any license law or ordinance regulating the sale of beverages or intoxicating liquors? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |  |                                     |
| Nature of offense: _____   |  |                                     |

STATE OF WISCONSIN, Ozaukee County

ss. \_\_\_\_\_

Lynn Sauer  
Signature of Applicant

\_\_\_\_\_, being first duly sworn on oath says that he is the person who made and signed the foregoing application for an operator's license; that all the statements made by the application are true.

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_

**NOTARIZATION  
REQUIRED**

Notary Public, \_\_\_\_\_ County, WI

My Commission Expires: \_\_\_\_\_

**For Village Use Only**

Date completed application received: \_\_\_\_\_

**STATUS OF APPLICATION**

☐ Rejected/Date: \_\_\_\_\_

Reason: \_\_\_\_\_

☐ Approved/Date: \_\_\_\_\_

License Number: \_\_\_\_\_

Date Issued: \_\_\_\_\_



## **PROCLAMATION HONORING ANNIE STADLER FOR HER OUTSTANDING SERVICE TO THE VILLAGE OF FREDONIA**

**Whereas:** After 48 years in the banking industry, Annie Stadler has retired from Port Washington State Bank;

**Whereas:** Annie Stadler contributed greatly to the success of Port Washington State Bank through her hard work and dedication to the bank as well as the community;

**Whereas:** During her career at Port Washington State Bank Annie Stadler assisted the Village of Fredonia with their many accounts at the Port Washington State Bank;

**Whereas:** Annie Stadler was the liaison for the Village for donations made to the Village and community;

**Whereas:** During her career at Port Washington State Bank Annie Stadler also became well-known throughout the community due to her willingness to assist people; and

**Now, therefore be it resolved:** That the Village Board of the Village of Fredonia does hereby acknowledge with sincere appreciation and gratitude for the years of dedicated service that Annie Stadler has provided to the Village of Fredonia community; and

**Be it further resolved that:** the Village Board and Village Staff of the Village of Fredonia do hereby wish Annie the very best on her retirement.

Dated this 15th day of December, 2022.

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Donald Dohrwardt  
Village President

From the Desk of:  
Christophe E. Jenkins  
Village Administrator

**Village Administrator's Report – 12/15/2022**

Village Board of Trustees,

DPW Director Paulus has interviewed and selected an additional crewperson to join our team. We look forward to that individual being introduced and ready to jump in in January. I took a drive around the Village with Trustee Gehrke looking at Park spaces and some of our DPW Operations. Once Director Paulus gets more acclimated, I will plan on doing a deeper dive into everything with him

The Village continued to work through closings and developers' agreement questions between myself, Jim Larkin, President Dohrwardt, and Trustee Gehrke. We continue to make progress in finishing these items up. Once a Village Engineering firm is selected, we will have them finalize the process of designing out the TID and road/utility construction needed to be done in conjunction with the private property developments.

Speaking of engineering, we completed the RFP process to search for an engineering service and the recommendation at this Board meeting results in the culmination of this effort.

I attended the Joint EMS Discussion's last meeting and was tasked by that group to draft the Intergovernmental Agreement between the Village of Belgium, Village of Fredonia, Town of Belgium, and Town of Fredonia. This agreement was drafted after meetings with Chairman Winker, Chief Weyker, and review of other municipal agreements. The document is currently being reviewed by a legal firm representing the Town of Belgium, after which it will be reviewed at the January Joint EMS meeting and need to be approved by each joining municipality after that.

Clerk-Treasurer Depies and I completed tax bill prep and entry and affirmed with the County Treasurer Office that their needs were met. Tax bills were then sent as of Friday, December 9<sup>th</sup>. She and I will be ready for the onslaught of payments as they come in!

Other than all that, I continue to collect comp plan data from municipalities, and look forward to presenting recommendations to the Board sometime in January.

Reminder that Village and Town Christmas Party is Wednesday December 28<sup>th</sup> from 6-8PM at the Village Fire Station. Bring your families and a dish to pass – I look forward to meeting everyone!

**Christophe E. Jenkins**

**Village Administrator**

A handwritten signature in black ink, appearing to read 'C. Jenkins', with a stylized flourish at the end.

**FREDONIA VILLAGE MARSHAL**  
**REPORT TO VILLAGE BOARD**  
**Dec 4, 2022**

SIGNIFICANT EVENTS: Speed signs are in. Due to the upcoming winter and the potential negative effects on the signs, I'm recommending we do not erect them until spring. I'll coordinate with Brandon on the locations (S Milw and Fredonia Ave).

UPCOMING EVENTS:

**AS OF: Nov 30, 2022**

|                   |         |                  |        |
|-------------------|---------|------------------|--------|
| HOURS:            | 2640.25 | 2021 TOTAL:      | 3032.5 |
| AVERAGE PER WEEK: | 60.00   | 2021 AVERAGE:    | 63     |
| COMPLAINTS 2022:  | 649     | COMPLAINTS 2021: | 828    |
| ARRESTS 2022:     | 105     | ARRESTS 2020:    | 108    |

EQUIPMENT ISSUES: None

MISCELLANEOUS:

|                     |            |
|---------------------|------------|
| Final 2015 revenue: | \$1,777.71 |
| Final 2016 revenue: | \$5559.55  |
| Final 2017 revenue: | \$3762.85  |
| Final 2018 revenue: | \$1190.04  |
| Final 2019 revenue: | \$4900.00  |
| Final 2020 revenue: | \$1094.00  |
| Final 2021 revenue: | \$6500.00  |
| 2022 revenue:       | \$858.00   |
| The 7 average is:   | \$3540.59  |

December 4, 2022

Fredonia Village Board

Subject: Parades

There has been some discussion recently regarding Parades being held within the Village. I've given this a great deal of thought and have concluded that at present, the Village is unable to safely, and effectively handle a parade. We have several limitations that have led me to this conclusion.

First, we are significantly limited at the Marshals Office. There is virtually no scenario where I can field more than 2 to 3 Officers at a time. We have 2 squads, which in the case of a parade, will be tasked with leading and following the parade. A parade with any number of intersections quickly overwhelms our available law enforcement resources.

Second, our street department does not possess the barricades required or a sufficient number of large vehicles to effectively block intersections along the route.

Lastly, any route being considered poses significant problems in terms of a detour and our ability to manage the re-routing of traffic and the control required at the detour points.

While it is true we have managed parades in the past, these were prior to the events in Waukesha last December. The management of parades and other civic events has changed tremendously. If the Village were to do anything less than over-planning and over staffing for a parade the liability risk should something occur is overwhelming.

My recommendation is that the Village plan, or approve no parade requests until it is able to manage the parade primarily in house.

Sincerely,

Michael F. Davel

12/15/2022

## **Report from Director of Public Works**

### **Village Operations**

- Locates for Diggers Hotline
- Leaf Collection
- Plant Maintenance
- Well Maintenance
- DNR monthly water report
- DNR monthly sewer report
- Water Rounds
- Clean buildings
- Vehicle Maintenance
- Well sampling
- Snow and ice removal
- Sewer lab testing
- Interviews for DPW person

### **Projects and Other Activities:**

- Working with Guy & O'Neil on 200 building for water meter (need to order) and sewer discharge
- Broken water pipe to Firemans concession stand will need to be fixed.

### **Ongoing Projects**

- Budgets
- Comprehensive Plan updates
- Plans for ice rink at Stoney Creek
- Model impact of proposed developments on water distribution
- Dollar General
- Industrial waste sampling
- Updating emergency plans
- Updating CMOM program

## **WASTEWATER TREATMENT PLANT**

- Plant operations are good. We are well in compliance with permit conditions. Settling results are good. TSS levels in the aeration basin are good. Bugs in the microscope look good. Test results for permitted constituents are good.
- With no frost in the ground any rain and snow that melts have been giving us and uptick with flows.
- Raw Sewage Pump 1 has a New VFD installed and waiting for electrician/energetics to wire into SCADA.
- Sabel has fixed the gate valve at the plant and waiting on parts for the frame that is bent.
- Russ Alberts sucked out the grit tank to rid of excess bad sludge, grit and rags.
- We are working on scheduling diffuser replacements for the digester tank 2.
- Waiting on Pieper Power to install the Po4 Analyzer.

- Had a resident complaint about sewer back up on St Rose. Was inspected and determined it was the homeowner. A plumber was called by resident.
- Membranes have been pick uped and will be installing in spring.

## **Water Department**

- Municipal Well has pulled the pump and the pipe out of the reservoir to fix/replace. MW hopes to have Well 2 online by the end of the year. Estimated that pump loss was great and has been for over a year. DPW will be draining down the Tank and doing an inspection before the pump comes back. Raw water samples and monthly samples are done. Had a water complaint. Hyd was flushed and issue was resolved.

## **Public Works**

- Leaf pick up is done. A total of 119 loads. Leaf vac is being cleaned and put away for winter.
- Snow plowing equipment is ready to go. We have had 2 salting events already and plowed the parking lots.
- Security cameras have been down awhile and have recently been fixed.
- A used 4x4 truck with plow was recently purchased from Wi Surplus.

### **Water Pumped vs Sewage treated 2022**

|                            | Jan  | Feb  | March | April | May  | June | July | Aug | Sept | Oct | Nov | Dec |
|----------------------------|------|------|-------|-------|------|------|------|-----|------|-----|-----|-----|
| WWTP Influent (MGal)       | 4.97 | 4.21 | 6.73  | 9.05  | 6.53 | 8.34 | 5.54 |     |      |     |     |     |
| Water Pumped – Well (MGal) | 5.36 | 4.85 | 4.70  | 4.51  | 5.37 | 5.46 | 5.55 |     |      |     |     |     |

### **Water Pumped vs Water Metered and Billed 2022**

|                            | Jan  | Feb  | Mar   | Apr  | May  | June | July  | Aug | Sept | Oct | Nov | Dec |
|----------------------------|------|------|-------|------|------|------|-------|-----|------|-----|-----|-----|
| Water Pumped – Well (MGal) | 5.36 | 4.85 | 4.70  | 4.51 | 5.37 | 5.46 | 5.55  |     |      |     |     |     |
| Water Metered (MGal)       |      |      | 11.51 |      |      |      | 12.51 |     |      |     |     |     |
| % water unaccounted        |      |      | 23    |      |      |      | 23    |     |      |     |     |     |

Water main breaks in the first quarter.

Water main breaks in the second quarter





## **REPORT FROM CLERK-TREASURER DECEMBER 15, 2022**

### Summary of activities completed:

- Board & Committee agendas and minutes
- All day to day operations of the Village
- November 8 Election has been entered into WisVote and the election has been reconciled and closed.
- Tax bills were generated and mailed.
- Held interviews for the new clerk position.
- Received notice of non-candidacy from:
  - Donald Dohrwardt – Village President
  - John Long – Village Trustee
  - Bill McLarty – Village Trustee
- Received notice of candidacy from:
  - Don Dohrwardt – Village Trustee
  - Kurt Meyle – Village Trustee
- Making progress but still have a lot to learn ☺

### Upcoming events:

Audit – week of February 13th, 2023

**VILLAGE OF FREDONIA  
PLAN COMMISSION MEETING MINUTES  
DECEMBER 5, 2022**

Chairman Dohrwardt called the Plan Commission meeting to order at 7:00 p.m.

Board members present: Don Dohrwardt, Jerry Jacque, John Long, Gene Mayer and Troy Bretl.

Board members excused: Gerry Weiland and Dan Wellskopf

Staff/Officials present: Village Clerk Melissa Depies.

Others present: Paul Apfelbach-Hillcrest Builders

**Approve minutes**

Motion by Troy Bretl, seconded by Gene Mayer, to approve the November 7, 2022, Plan Commission meeting minutes as presented. Motion carried unanimously.

**Village Green Addition No. 2**

Paul Apfelbach stated that the final plat presented is the same plat that was presented many months ago. The school property has been eliminated from the plan; therefore lot 79 is smaller than originally presented.

Chairman Dohrwardt was concerned about the language in the Subdivider's Agreement that states "the Village agrees to sell its land identified as Outlot 1, containing 5.4155 acres of CSM number 3833, recorded 6/28/12 as document number 966972 in the proposed development for \$1.00."

Paul Apfelbach stated that Lot 85 does not have sewer to it yet, a recent estimate for lateral installation came in at \$25,000. Lots 80-84 have no value in terms of raw land with sewer as deep as 30 feet. These lots may have some value if there was a lift station.

Paul Apfelbach stated that the Subdivider's Agreement only allows development of the improved lots. Any other development will need review and amendment to the Subdivider's Agreement. He stated that improvement costs are so high that as a developer they are not making any money on the sale of the lot, the cost to move the mounds of dirt and the depth of the utilities were under estimated.

Trustee Long stated that outlot 9 is very long and narrow and seems useless to have split out as an outlot. He was also concerned with possible drainage issues with lots 71-78 due to the big hill in the rear of these properties. Paul Apfelbach responded that a swale would be put in to handle any stormwater runoff and outlot 9 is designated as a walking path.

Chairman Dohrwardt questioned the intentions of the developer. Paul Apfelbach stated that they would like to develop the 9 improved lots and then possibly sell the remaining land/subdivision. Approval of the final plat will make the subdivision more marketable.

There was additional discussion on the trade/sale of outlot 1 which contains a little over 5 acres and outlot 9 which is only about 1 acre. Paul Apfelbach stated that the Subdivider's Agreement is written to only develop the improved lots, it does not force the sale of Village land until engineering for improvements is completed.

It was recommended that the language be changed: "the Village agrees to sell its land identified as Outlot 1, containing 5.4155 acres of CSM number 3833, recorded 6/28/12 as document number 966972 in the proposed development for ~~\$1.00~~ a price to be determined at a later date"

Motion by Troy Bretl, seconded by Jerry Jacque, to recommend the Village board approve the Final Plat for Village Green Subdivision No. 2. Motion carried unanimously.

Motion by Troy Bretl, seconded by Gene Mayer, recommend the Village Board approve the Subdivider's Agreement for Village Green Subdivision Addition No. 2 with a change to the language in paragraph 7 of the Subdivider's Agreement replacing \$1.00 with "a price to be determined at a later date". Motion carried unanimously.

Installation of sidewalks on Milwaukee Street was discussed noting that Hillcrest will oversee the sidewalk project and the cost for sidewalk construction will be paid for by the Village and special assessments to the home owners.

Paul Apfelbach stated that he has provided a budget/cost estimate only for the paving and curb that needs to be completed. A standard Letter of Credit from the bank outlining the terms will be provided.

Motion by Troy Bretl, seconded by Jerry Jacque, to recommend the Village Board approve the Letter of Credit for paving and curb from Subdivider's Agreement contingent on attorney review and approval. Motion carried unanimously.

### **Items for future consideration**

Clerk Depies stated that the next Plan Commission meeting would typically be held on January 2, 2023 however that is considered a holiday, therefore the next meeting will be held on January 9, 2023.

### **Adjournment**

Motion by Gene Mayer, seconded by Troy Bretl, to adjourn the meeting at 8:17 p.m. Motion carried.



## Village of Fredonia Maps



12/12/2022, 7:03:54 AM

### Village of Fredonia Parcels

☐ Tax Parcel

## Parcels

☐ Road Reservation

 Road Right-of-Way

☐ Condominium PLSS Lines

 Gap

 Overlap

☐ Tax Parcel

### PLSS Lines

— Meander Line

— Quarter Section Line

— — Section Line

 Township Line

## Highways

— US Highway

 State Highway

— County Road

— Ramp


→ Railroad Centerline

## PLSS Corners

 Center of Section

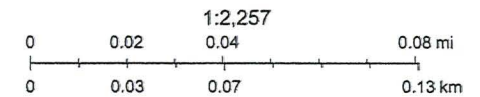
- GPS Point

- Meander Corner

 Quarter Section Corner

 Section Corner

- Witness Corner



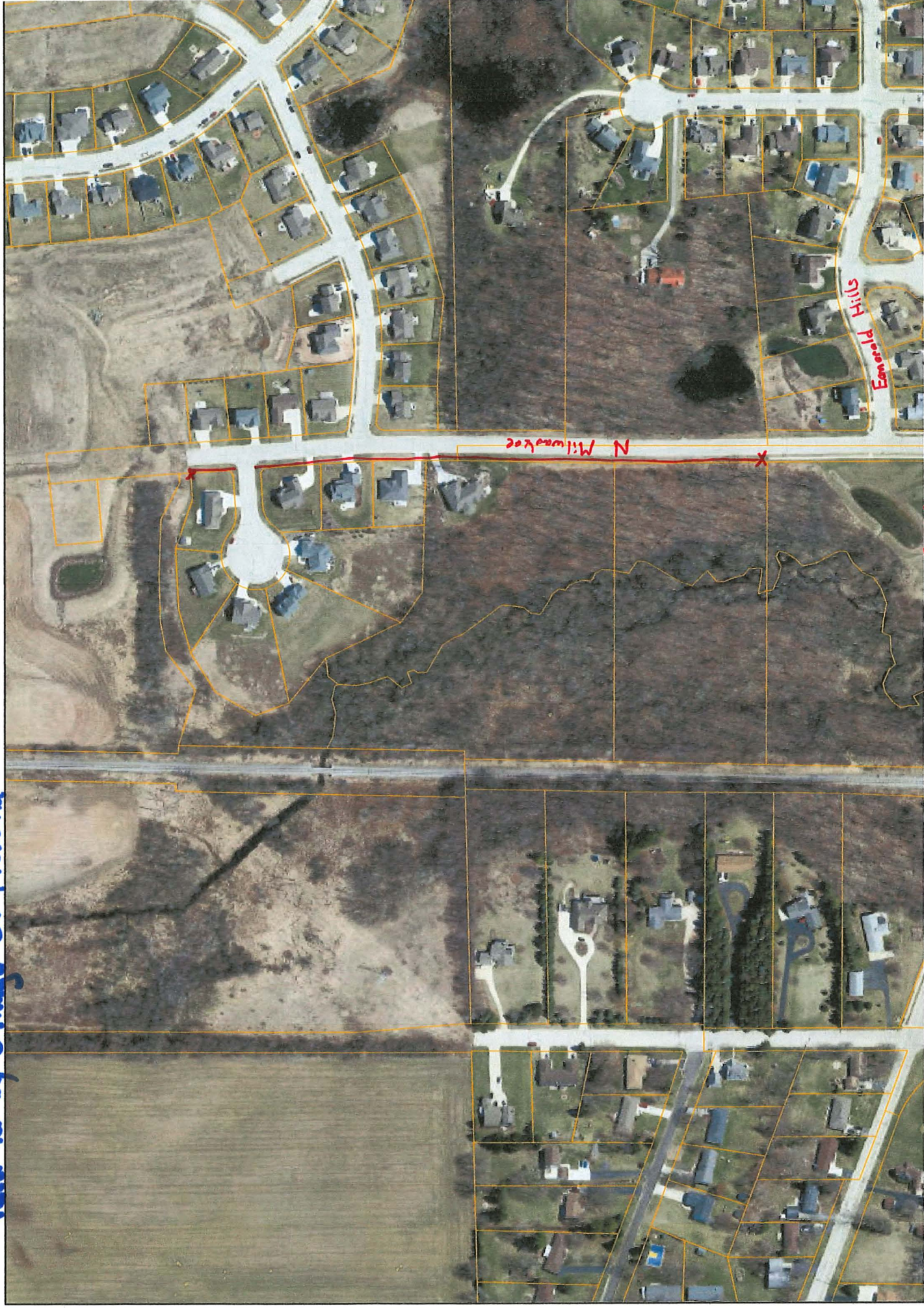






N Milwaukee St Sidewalk  
Designed & Installed by Hillcrest  
Paid for by Village of Fredonia

## Village of Fredonia Maps



Forest Haven



DATE: 10/3/2022

FEE: \$200 PER VARIANCE

Village of Fredonia  
242 Fredonia Avenue P.O. Box 159 Fredonia, WI 53021  
Phone (262) 692-9125 Fax (262) 692-2883  
www.village.fredonia.wi.us

## APPLICATION FOR VARIANCE/ZONING CODE

Owner of Property: DGI FREDONIA, LLC Phone: 920-730-4285

Address: 200 E. WASHINGTON AVENUE, SUITE 2A, APPLETON, WI

Variance Requested: There are two variances being requested:

1) Size of parking space- requesting a 9' wide x 20' deep (vs. 10'w x 18' deep required by code)

2) Number of parking spaces- requesting 30 spaces (vs. 36.4 required by code)

Why Variance is Needed: The variances listed above are needed due to site constraints (small lot size and great amount of grade/elevation change over the site). Also, our client, Dollar General requires only 30 parking spaces for each of their sites, knowing that this amount will adequately serve their clientele.

### Names and Addresses of Adjoining Property Owners:

1. South- Ronald & Christine Ansay, N5133 State Road 57, Fredonia, WI
2. West- Jerome & Caralee Jacque, 117 Fredonia Avenue, Fredonia, WI
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

(use reverse side if needed)

I certify that the foregoing statements are true and correct to the best of my knowledge.

Signature of Owner of Property 

Address of Owner, if different from above same as above

Fee Paid: \$ \_\_\_\_\_

**NOTICE: This application must be complete and accurate, or it will be returned. Survey, building plans, and/or drawings pertaining to the variance request must be included with this application before a hearing will be scheduled.**



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_

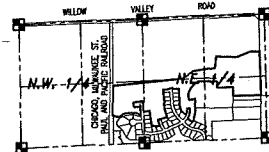


Department of Administration

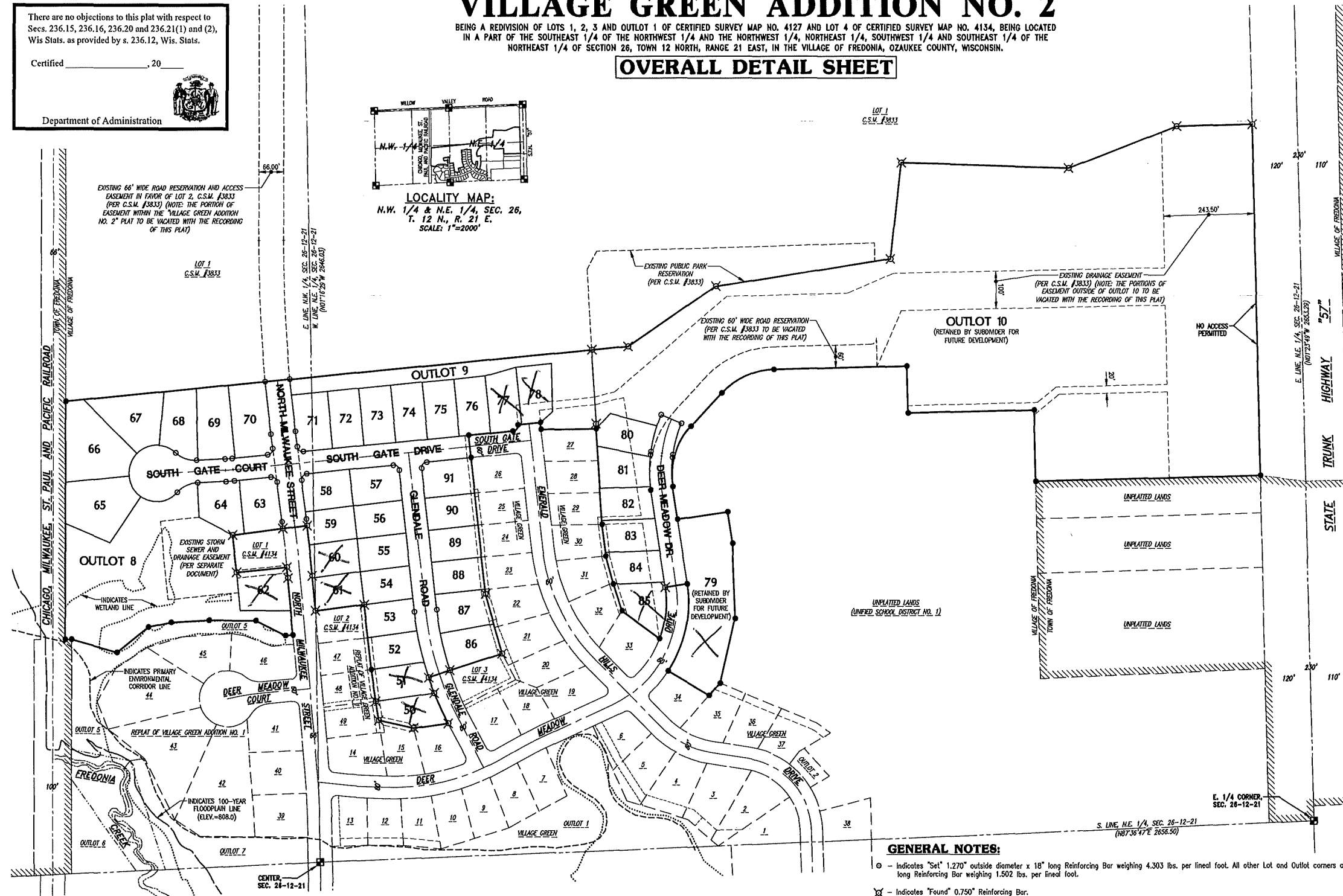
# VILLAGE GREEN ADDITION NO. 2

BEING A REDIVISION OF LOTS 1, 2, 3 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4127 AND LOT 4 OF CERTIFIED SURVEY MAP NO. 4134, BEING LOCATED IN A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 12 NORTH, RANGE 21 EAST, IN THE VILLAGE OF FREDONIA, OZAUKEE COUNTY, WISCONSIN.

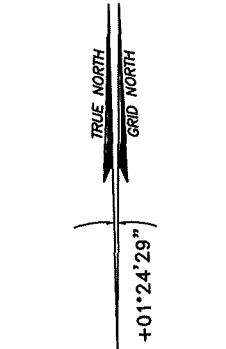
## OVERALL DETAIL SHEET



LOCALITY MAP:  
N.W. 1/4 & N.E. 1/4, SEC. 26,  
T. 12 N., R. 21 E.  
SCALE: 1"=2000'



OWNER:  
HILLCREST FREDONIA LLC  
124 S. SWIFT STREET  
GLENBEULAH, WI 53023  
PH.: 920-526-3028



4100 N. Calhoun Road  
Suite 300  
Brookfield, WI 53005  
Phone: (262) 790-1480  
Fax: (262) 790-1481

### GENERAL NOTES:

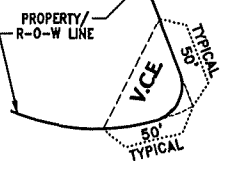
- Indicates "Set" 1.270" outside diameter x 18" long Reinforcing Bar weighing 4.303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot.
- Indicates "Found" 0.750" Reinforcing Bar.
- Indicates "Found" 1" Iron Pipe unless otherwise noted.
- All linear measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to nearest second and computed to the nearest half-second.
- Wetlands Areas shown herein within Outlot 8 were field delineated and located by Heartland Ecological Group, Inc. (Eric Parker) on October 16th and 30th, 2020. (See Preservation Restrictions)
- The Owners of the residential Lots within this Subdivision and any other previous or future addition to this Subdivision shall each own an equal undivided fractional interest in Outlots 8 and 9. Ozaukee County shall not be liable for fees or special assessments in the event they become the Owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
- Stormwater Detention Facilities and appurtenances are located in Outlots 8 and 10. The Homeowner's Association shall each be liable for the cost to repair, maintain or restore said Stormwater Detention Facilities and appurtenances.
- Drainage Easements are established to provide for the unobstructed flow of Stormwater runoff from adjacent and upstream properties. Owners of Lots on which these Drainage Easements exist shall be responsible for keeping these areas free of any obstructions that may restrict or divert this flow.
- Easements located within the Lots and Outlots as shown on this Final Plat as Drainage Easements and Storm Sewer Easements are hereby dedicated, given, granted and conveyed by the Developer to the Homeowner's Association and then the Village of Fredonia for storm water drainage purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress.

### PRESERVATION RESTRICTIONS:

Wetland areas shown on this Map within Outlot 8 shall serve as a "Restricted Wetland Conservation Easement" and are subject to the following restrictions:

- Grading, filling, and excavation shall be prohibited in said Preservation Area, except as may be required for Nature Walking Trails.
- Construction of buildings within said Preservation Area shall be prohibited.
- Removal or destruction of any vegetative cover, i.e., trees, shrubs, wildflowers, hedges, grasses, and the like, shall be prohibited with the exception of dead or diseased vegetation removal and noxious weeds as defined in the local municipality weed control ordinance, except as may be required for Nature Walking Trails.
- Introduction of plant material not indigenous to the existing environment of the Preservation Area shall be prohibited in the Preservation Area.
- Grazing by domesticated animals (e.g., horses and cows) shall be prohibited within said Preservation Area.
- No grading, cultivation or disposal of yard waste.

### VISION CORNER EASEMENT DETAIL (V.C.E.)



V.C.E. Easement applies to:  
Lots 57, 58, 63, 70, 71 & 91 are subject to a Vision Corner Easement as shown on this Plat in that nothing may be grown, stored, or erected to a height over 2 feet above ground surface.

BEING A REDIVISION OF LOTS 1, 2, 3 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4127 AND LOT 4 OF CERTIFIED SURVEY MAP NO. 4134, BEING LOCATED IN A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 12 NORTH, RANGE 21 EAST, IN THE VILLAGE OF FREDONIA, OZAUKEE COUNTY, WISCONSIN.

BEING A REDIVISION OF LOTS 1, 2, 3 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4127 AND LOT 4 OF CERTIFIED SURVEY MAP NO. 4134, BEING LOCATED IN A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 12 NORTH, RANGE 21 EAST, IN THE VILLAGE OF FREDONIA, OZAUKEE COUNTY, WISCONSIN.

LOT 1  
C.S.M. 13833

EXISTING 66' WIDE ROAD RESERVATION AND ACCESS-  
EASEMENT IN FAVOR OF LOT 2, C.S.M. #3833  
(PER C.S.M. #3833) (NOTE: THE PORTION OF EASEMENT  
WITHIN THE "VILLAGE GREEN ADDITION NO. 2" PLAT TO  
BE VACATED WITH THE RECORDING OF THIS PLAT)

STORM SEWER AND DRAINAGE  
EASEMENT (GRANTED TO THE  
VILLAGE OF FREDONIA)  
(WIDTH VARIES)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats, as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_



Department of Administration

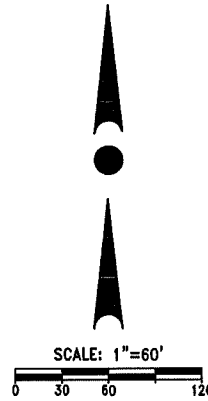
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972)

DATED THIS 12TH DAY OF APRIL, 2022

SHEET 2 OF 5

# VILLAGE GREEN ADDITION NO. 2

BEING A REDIVISION OF LOTS 1, 2, 3 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4127 AND LOT 4 OF CERTIFIED SURVEY MAP NO. 4134, BEING LOCATED IN A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 12 NORTH, RANGE 21 EAST, IN THE VILLAGE OF FREDONIA, OZAUKEE COUNTY, WISCONSIN.

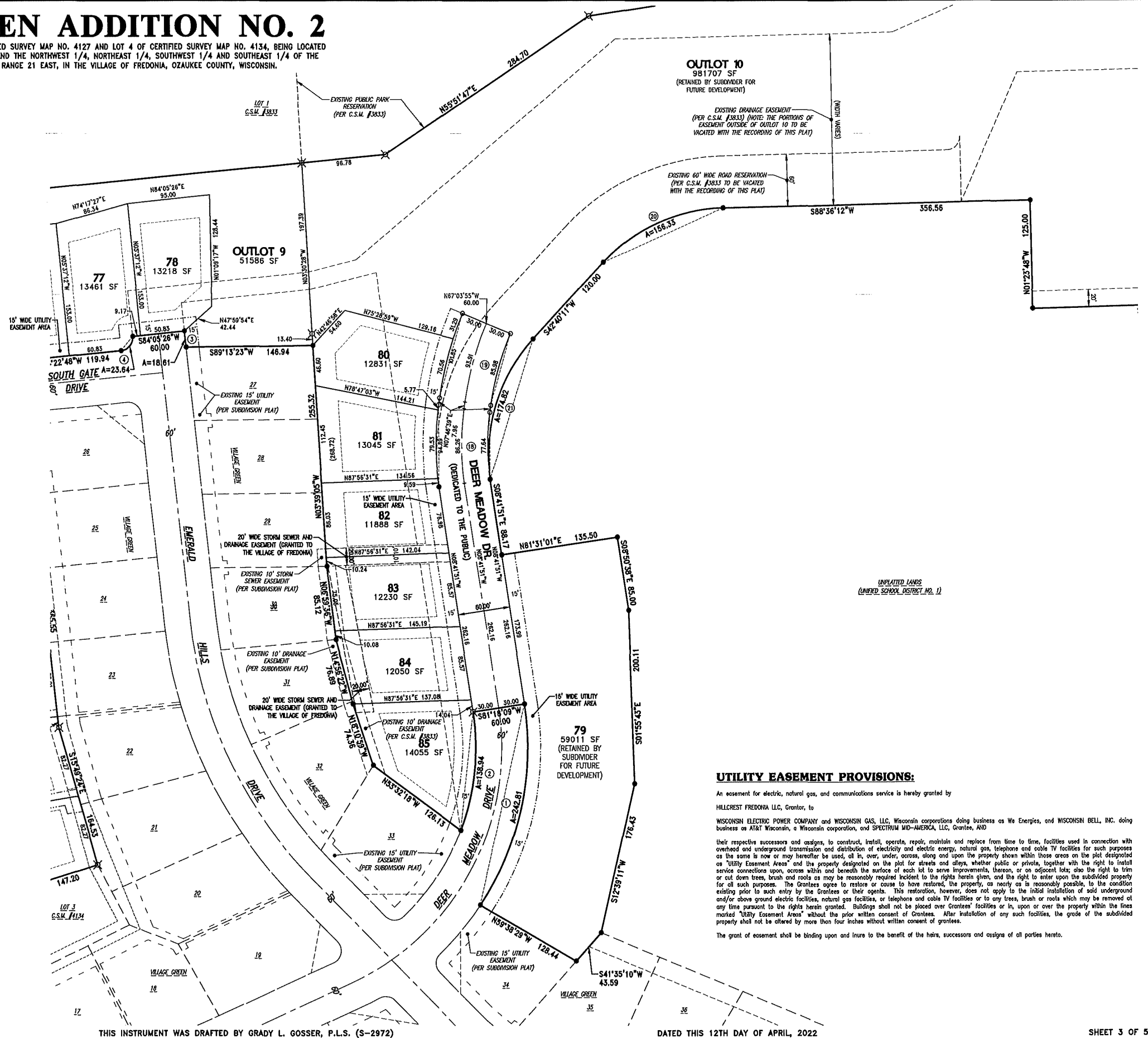


4100 N. Calhoun Road  
Suite 300  
Brookfield, WI 53005  
Phone: (262) 790-1480  
Fax: (262) 790-1481

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration



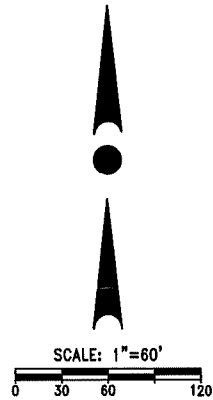
## UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, and communications service is hereby granted by HILLCREST FREDONIA LLC, Grantor, to WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, and WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation, and SPECTRUM MID-AMERICA, LLC, Grantees, and their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

# VILLAGE GREEN ADDITION NO. 2

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LOT 1  
C.S.M. #3833

LOT 1  
C.S.M. #3833

N.E. CORNER,  
SEC. 26-12-21  
CONG. MON. W/BRASS CAP  
WIS. STATE PLANE COORD.  
SYSTEM-SOUTH ZONE  
N = 547,883.18  
E = 2,546,492.91

## ACCESS RESTRICTION CLAUSE (S.T.H. "57") PER s. TRANS 233.05 (1):

As owner I hereby restrict all lots and blocks, in that no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with S.T.H. "57" as shown on this Plat; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to s.236.293, Stats., and shall be enforceable by the Department of Transportation.

## HIGHWAY TRANS. 233.08 SETBACK RESTRICTIONS:

There shall be no improvements (including trees and shrubs) or structures placed between the highway and the highway setback line.

## NOISE LEVEL RESTRICTION PER s. TRANS 233.105 (1):

The lots of this land division may experience noise at levels exceeding the levels in s. Trans 405.04, Table I. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the Department to the highway's through-lane capacity.

OUTLOT 10  
981707 SF  
(RETAINED BY SUBDIVIDER FOR  
FUTURE DEVELOPMENT)

EXISTING DRAINAGE EASEMENT  
(PER C.S.M. #3833) (NOTE: THE PORTIONS OF  
EASEMENT OUTSIDE OF OUTLOT 10 TO BE  
VACATED WITH THE RECORDING OF THIS PLAT)

EXISTING DRAINAGE EASEMENT  
(PER C.S.M. #3833) (NOTE: THE PORTIONS OF  
EASEMENT OUTSIDE OF OUTLOT 10 TO BE  
VACATED WITH THE RECORDING OF THIS PLAT)

EXISTING 60' WIDE ROAD RESERVATION  
(PER C.S.M. #3833 TO BE VACATED  
WITH THE RECORDING OF THIS PLAT)

UNPLATTED LANDS  
(UNIFIED SCHOOL DISTRICT NO. 1)



4100 N. Calhoun Road  
Suite 800  
Brookfield, WI 53005  
Phone (262) 790-1440  
Fax (262) 790-1441

There are no objections to this plat with respect to  
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),  
Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_

Department of Administration



W:\CADD\1077\44007-01\SURVEY PLANS\148PH\01.DWG

04-007-1077-01

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972)

DATED THIS 12TH DAY OF APRIL, 2022

SHEET 4 OF 5

CURVE TABLE:

| NO. | LOT(S)        | RADIUS  | CENTRAL ANGLE | ARC    | CHORD  | CHORD BEARING | TANGENT IN  | TANGENT OUT |
|-----|---------------|---------|---------------|--------|--------|---------------|-------------|-------------|
| 1   | EXTERIOR      | 330.00  | 42°09'28"     | 242.81 | 237.37 | N12°22'53"E   | N33°27'37"E | N08°41'51"W |
| 2   | EXTERIOR      | 270.00  | 29°29'01"     | 138.94 | 137.41 | N06°02'39.5"E | N20°47'10"E | N08°41'51"W |
| 3   | EXTERIOR      | 3970.00 | 0°16'07"      | 18.61  | 18.61  | S06°02'37.5"E | S05°54'34"E | S06°10'41"E |
| 4   | EXTERIOR      | 15.00   | 90°17'22"     | 23.64  | 21.27  | N39°14'07"E   | N84°22'48"E | N05°54'34"W |
| 5   | C/L           | 800.00  | 12°19'41"     | 172.13 | 171.80 | S12°29'31.5"E | S06°19'41"E | S18°39'22"E |
|     | EAST R/W      | 770.00  | 12°19'41"     | 165.67 | 165.36 | S12°29'31.5"E | S06°19'41"E | S18°39'22"E |
|     | 86            | 770.00  | 7°32'25"      | 101.33 | 101.26 | S14°53'09.5"E | S11°06'57"E | S18°39'22"E |
|     | 87            | 770.00  | 4°47'16"      | 64.34  | 64.32  | S08°43'19"E   | S06°19'41"E | S11°06'57"E |
|     | WEST (TOTAL)  | 830.00  | 21°33'16"     | 312.24 | 310.41 | S17°06'19"E   | S06°19'41"E | S27°52'57"E |
|     | EXTERIOR      | 830.00  | 9°13'35"      | 133.66 | 133.51 | S23°16'09.5"E | S18°39'22"E | S27°52'57"E |
|     | WEST R/W      | 830.00  | 12°19'41"     | 178.58 | 178.24 | S12°29'31.5"E | S06°19'41"E | S18°39'22"E |
|     | 50            | 830.00  | 6°08'24"      | 88.95  | 88.91  | S24°48'45"E   | S21°44'33"E | S27°52'57"E |
|     | 51            | 830.00  | 5°58'48"      | 86.62  | 86.59  | S18°45'09"E   | S15°45'45"E | S21°44'33"E |
|     | 52            | 830.00  | 5°53'35"      | 85.37  | 85.33  | S12°48'57.5"E | S09°52'10"E | S15°45'45"E |
|     | 53            | 830.00  | 3°32'29"      | 51.30  | 51.29  | S08°05'55.5"E | S06°19'41"E | S09°52'10"E |
| 6   | C/L           | 4000.00 | 0°15'15"      | 17.75  | 17.75  | N07°19'43.5"W | N07°12'06"W | N07°27'21"W |
|     | EAST (TOTAL)  | 4033.00 | 2°09'49"      | 152.30 | 152.29 | N06°22'26.5"W | N05°17'32"W | N07°27'21"W |
|     | EXTERIOR      | 4033.00 | 1°54'34"      | 134.40 | 134.39 | N06°14'49"W   | N05°17'32"W | N07°12'06"W |
|     | EAST R/W      | 4033.00 | 0°15'15"      | 17.90  | 17.90  | N07°19'43.5"W | N07°12'06"W | N07°27'21"W |
|     | 60            | 4033.00 | 1°10'22"      | 82.55  | 82.55  | N05°52'43"W   | N05°17'32"W | N06°27'54"W |
|     | 59            | 4033.00 | 0°59'27"      | 69.75  | 69.74  | N06°57'37.5"W | N06°27'54"W | N07°27'21"W |
|     | 63            | 3967.00 | 0°15'15"      | 17.60  | 17.60  | N07°19'43.5"W | N07°12'06"W | N07°27'21"W |
|     | EXTERIOR (62) | 3967.00 | 0°24'29"      | 28.26  | 28.26  | N05°29'46.5"W | N05°17'32"W | N05°42'01"W |
| 7   | 63            | 15.00   | 88°09'51"     | 23.08  | 20.87  | N51°32'16.5"W | N07°27'21"W | S84°22'48"W |
| 8   | 70            | 15.00   | 91°50'09"     | 24.04  | 21.55  | N38°27'43.5"E | N84°22'48"E | N07°27'21"W |
| 9   | 71            | 15.00   | 88°09'51"     | 23.08  | 20.87  | S51°32'16.5"E | S07°27'21"E | N84°22'48"E |
| 10  | 58            | 15.00   | 91°50'09"     | 24.04  | 21.55  | S38°27'43.5"W | S84°22'48"W | S07°27'21"E |
| 11  | C/L           | 4000.00 | 2°00'20"      | 140.01 | 140.01 | S06°27'11"E   | S05°27'01"E | S07°27'21"E |
|     | EAST R/W      | 3967.00 | 2°00'25"      | 138.96 | 138.95 | S06°27'08.5"E | S05°26'56"E | S07°27'21"E |
|     | 71            | 3967.00 | 1°24'01"      | 96.96  | 96.95  | S06°45'20.5"E | S06°03'20"E | S07°27'21"E |
|     | OUTLOT 9      | 3967.00 | 0°36'24"      | 42.00  | 42.00  | S05°45'08"E   | S05°26'56"E | S06°03'20"E |
|     | WEST R/W      | 4033.00 | 2°00'15"      | 141.07 | 141.06 | S06°27'13"E   | S05°27'06"E | S07°27'21"E |
| 12  | C/L           | 400.00  | 2°58'06"      | 20.72  | 20.72  | N85°51'51"E   | N87°20'54"E | N84°22'48"E |
|     | NORTH R/W     | 370.00  | 2°58'06"      | 19.17  | 19.17  | N85°51'51"E   | N87°20'54"E | N84°22'48"E |
|     | SOUTH R/W     | 430.00  | 2°58'06"      | 22.28  | 22.28  | N85°51'51"E   | N87°20'54"E | N84°22'48"E |
| 13  | OUTLOT 8      | 75.00   | 45°34'22"     | 59.65  | 58.09  | S64°33'43"W   | S87°20'54"W | S41°46'32"W |
| 14  | TOTAL         | 75.00   | 271°08'45"    | 354.93 | 105.00 | S02°39'05.5"E | N47°04'43"W | N41°46'32"E |
|     | OUTLOT 8      | 75.00   | 82°17'25"     | 107.72 | 98.70  | N82°55'14.5"E | S55°56'03"E | N41°46'32"E |
|     | 65            | 75.00   | 50°18'56"     | 65.87  | 63.77  | S30°46'35"E   | S05°37'07"E | S55°56'03"E |
|     | 66            | 75.00   | 50°18'05"     | 65.84  | 63.75  | S19°31'55.5"W | S44°40'58"W | S05°37'07"E |
|     | 67            | 75.00   | 50°18'04"     | 65.84  | 63.75  | S69°50'00"W   | N85°00'58"W | S44°40'58"W |
|     | 68            | 75.00   | 37°56'15"     | 49.66  | 48.76  | N66°02'50.5"W | N47°04'43"W | N85°00'58"W |
| 15  | 68            | 75.00   | 45°34'23"     | 59.65  | 58.09  | S69°51'54.5"E | S47°04'43"E | N87°20'54"E |
| 16  | 57            | 15.00   | 89°17'31"     | 23.38  | 21.08  | N50°58'26.5"W | N06°19'41"W | S84°22'48"W |
| 17  | 91            | 15.00   | 90°42'29"     | 23.75  | 21.34  | S39°01'33.5"W | S84°22'48"W | S06°19'41"E |
| 18  | C/L           | 300.00  | 16°28'30"     | 86.26  | 85.97  | S00°27'36"E   | S07°46'39"W | S08°41'51"E |
|     | EAST R/W      | 270.00  | 16°28'30"     | 77.64  | 77.37  | S00°27'36"E   | S07°46'39"W | S08°41'51"E |
|     | WEST R/W      | 330.00  | 16°28'30"     | 94.89  | 94.56  | S00°27'36"E   | S07°46'39"W | S08°41'51"E |
|     | 82            | 330.00  | 1°39'57"      | 9.59   | 9.59   | S07°51'52.5"E | S07°01'54"E | S08°41'51"E |
|     | 81            | 330.00  | 13°48'28"     | 79.53  | 79.34  | S00°07'40"E   | S05°46'34"W | S07°01'54"E |
|     | 80            | 330.00  | 1°00'05"      | 5.77   | 5.77   | S07°16'36.5"W | S07°46'39"W | S06°46'34"W |
| 19  | C/L           | 355.00  | 15°09'26"     | 93.91  | 93.64  | S15°21'22"W   | S22°56'05"W | S07°46'39"W |
|     | EAST R/W      | 325.00  | 15°09'26"     | 85.98  | 85.73  | S15°21'22"W   | S22°56'05"W | S07°46'39"W |
|     | WEST R/W      | 385.00  | 15°09'26"     | 101.85 | 101.55 | S15°21'22"W   | S22°56'05"W | S07°46'39"W |
|     | 80            | 385.00  | 10°30'03"     | 70.56  | 70.46  | S13°01'40.5"W | S18°16'42"W | S07°46'39"W |
|     | OUTLOT 10     | 385.00  | 4°39'23"      | 31.29  | 31.28  | S20°36'23.5"W | S22°56'05"W | S18°16'42"W |
| 20  | EXTERIOR      | 195.00  | 45°56'01"     | 156.33 | 152.18 | S65°38'11.5"W | S88°36'12"W | S42°40'11"W |
| 21  | EXTERIOR      | 195.00  | 51°22'02"     | 174.82 | 169.03 | S16°59'10"W   | S42°40'11"W | S08°41'51"E |

VILLAGE GREEN ADDITION NO. 2

BEING A REDIVISION OF LOTS 1, 2, 3 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4127 AND LOT 4 OF CERTIFIED SURVEY MAP NO. 4134, BEING LOCATED IN A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 12 NORTH, RANGE 21 EAST, IN THE VILLAGE OF FREDONIA, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF WAUKESHA)

I, Grady L. Gosser, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a redivision of Lots 1, 2, 3 and Outlot 1 of Certified Survey Map No. 4127, recorded in the Office of the Register of Deeds for Ozaukee County as Document No. 1109509, and Lot 4 of Certified Survey Map No. 4134, recorded in the Office of the Register of Deeds for Ozaukee County as Document No. 1113037, being located in a part of the Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 26, Town 12 North, Range 21 East, in the Village of Fredonia, Ozaukee County, Wisconsin.

The total area of said Parcel contains 1,960,145 Square Feet (or 44.9987 Acres) of land, more or less.

That I have made such survey, land division and map by the direction of HILLCREST FREDONIA LLC, owner of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Statutes of the State of Wisconsin and the Ordinances of the Village of Fredonia in surveying, dividing and mapping the same.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_.

Grady L. Gosser, P.L.S.  
Professional Land Surveyor, S-2972  
TRIO ENGINEERING, LLC  
4100 N. Calhoun Road, Suite 300  
Brookfield, WI 53005  
Phone: (262)790-1480

COUNTY TREASURER CERTIFICATE:

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF OZAUKEE)

I, Joshua Morrison, being duly elected, qualified and acting Treasurer of the County of Ozaukee, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or unpaid special assessments as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ on any of the lands included in the Plat of "VILLAGE GREEN ADDITION NO. 2".

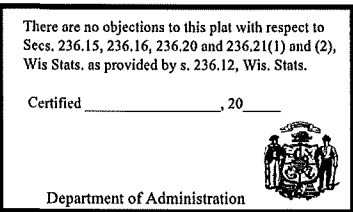
Joshua Morrison, County Treasurer

VILLAGE TREASURER CERTIFICATE:

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF OZAUKEE)

I, Melissa Depies, being the duly appointed, qualified and acting Treasurer of the Village of Fredonia, Ozaukee County, Wisconsin, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this \_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_ on any of the lands included in the Plat of "VILLAGE GREEN ADDITION NO. 2".

Melissa Depies, Village Treasurer



VILLAGE OF FREDONIA PLANNING COMMISSION APPROVAL:

Approved by the Plan Commission of the Village of Fredonia on this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_.

Don Dohrwardt, Chairperson

VILLAGE OF FREDONIA VILLAGE BOARD APPROVAL:

Approved by the Village Board of the Village of Fredonia on this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_.

Don Dohrwardt, Village President

Melissa Depies, Village Clerk

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

HILLCREST FREDONIA LLC, a Wisconsin Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Limited Liability Company has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection.

APPROVING AGENCIES:

1. Village of Fredonia

AGENCIES WHO MAY OBJECT:

1. State of Wisconsin, Department of Administration  
2. State of Wisconsin, Department of Transportation

Witness the hand and seal of said Owner this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

HILLCREST FREDONIA LLC

Oyvind Solvang, Managing Member

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF \_\_\_\_\_)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, the above named Oyvind Solvang, Managing Member of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be such Managing Member of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officers as the deed of said Limited Liability Company, by its authority.

Print Name: \_\_\_\_\_  
Public, \_\_\_\_\_ County, WI  
My Commission Expires: \_\_\_\_\_

CONSENT OF CORPORATE MORTGAGEE:

NATIONAL EXCHANGE BANK & TRUST, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Plat, and does hereby consent to the above certificate of HILLCREST FREDONIA LLC, owner, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

NATIONAL EXCHANGE BANK & TRUST

Lisa Mader, Vice President

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF \_\_\_\_\_)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, the above named Lisa Mader, Vice President of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of said corporation, and acknowledged that she executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Print Name: \_\_\_\_\_  
Public, \_\_\_\_\_ County, WI  
My Commission Expires: \_\_\_\_\_

## **SUBDIVIDER'S AGREEMENT**

Subdivider's Agreement relating to public improvements for final plat of Village Green Addition 2 Subdivision, in the Village of Fredonia, Ozaukee County, Wisconsin.

This Agreement made this \_\_\_\_\_ day of December, 2022 between Hillcrest Fredonia, LLC , hereinafter called "Subdivider" and the Village of Fredonia, a municipal corporation of the State of Wisconsin, located in Ozaukee County hereinafter called the "Village".

### **RECITALS**

WHEREAS, Subdivider is the owner of approximately 39 +/- acres of land in the Village, said land being described as follows, to wit:

Being a Subdivision of a part of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  & Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 26, Town 12 North, Range 21, East, in the Village of Fredonia, Ozaukee County, Wisconsin

WHEREAS, Subdivider desires to subdivide and develop the area known as Village Green Addition 2 (Other areas were developed by an earlier developer) of said land for residential purposes. There will be no development of further Phases or plats or lots other than the Improved Lots (defined and identified below) of the subdivision unless and until the parties enter into an amendment(s) to this Agreement covering the terms and provisions of each specific phase or plat.

WHEREAS, said land is presently zoned RS-1, RS -2, and A-1 (overlay TND) which will require rezoning to RS-2 and RC-2 to allow the above development; and

WHEREAS, said land is identified in the Comprehensive Plan for residential development.

WHEREAS, the Village agrees to sell its land identified as Outlot 1, containing 5.4155 acres of CSM number 3833, recorded 6/28/12 as document number 0966972 in the proposed development for \$1.00. The Village will prepare the closing documentation and close this transaction upon approval of engineering and modification of this Agreement allowing further development of Deer Meadow Drive.

WHEREAS, the Plan Commission of the Village has recommended to the Village Board of the Village that the proposed subdivision of the above-described lands be given final approval when the plat thereof has been presented to the Plan Commission and Village Board on the condition that the Subdivider enter

into an agreement with the Village relative to the manner and method by which said land is to be developed; and

WHEREAS, The Subdivider has installed or there is existing sanitary sewer and laterals, water main and laterals and the gravel road base to service Lots as follows (Hereinafter referred to as Improved Lots):

Milwaukee Street  
CSM #4134, Lot 1 and Lot 2  
Plat Lots number 60, 61 and 62

Glendale Road  
CSM #4134, Lot 3  
Plat lots 50, 51

South Gate Drive  
Plat lots 77, 78

Deer Meadow Drive  
Plat lot 79, 85

and,

WHEREAS, the Subdivider agrees to develop said land as herein described in accordance with this agreement.

NOW, THEREFORE, in consideration of the granting of approval of a plat of the above-described lands and the development thereof by the Village Board, the Subdivider does hereby agree to subdivide and develop said land as follows:

#### SECTION I: IMPROVEMENTS

A. Roads and Streets. The Subdivider hereby agrees, at Subdivider's sole expense:

1. To grade and surface roads and streets for the Improved Lots including the area to plan station 126 on Milwaukee Street and plan station 148.5 on Glendale Road in accordance with the plat dated 5/25/21 of said subdivision and the plans and specifications dated 5/25/21 attached hereto as Exhibit A.

2. By July 31<sup>st</sup>, 2023 the curb and the surface course of asphalt shall be placed. The Subdivider shall take all necessary "dust control" measures while streets are in gravel including posting a sign with a phone number for Hillcrest's person designated responsible for dust control.

Prior to placing curb and gutter and binder course of asphalt, the dense aggregate base shall be regraded to conform to the plans and specifications. The Subdivider shall show that base grade and thickness matches the plans and specifications  $\pm 0.5'$ .

Prior to placing surface course of asphalt, the Subdivider shall repair or replace deteriorated or failed sections of the binder course as identified by the Village.

The Village will plow the roads past the last home under construction or to the next efficient place to stop. The Village will plow with care but shall not be responsible for damage to structures within the road, the road, or curb and gutter.

3. Permanent concrete sidewalk shall be installed within 6 months occupancy on a lot. If one person or group buys multiple adjacent lots, permanent concrete sidewalk shall be installed across all lots within 6 months of occupancy of the built upon lot. In the case where a vacant lot(s) exists between two lots with sidewalks, the Village may require installation of temporary or permanent sidewalks if the condition exists for more than two summers. Hillcrest Fredonia LLC may request a delay for installation of permanent sidewalk to the Village Board. When making such a request, Hillcrest Fredonia, LLC shall list the reasons why such a request is made.

Subdivider shall design and install sidewalk on the west side of N. Milwaukee Street from termination of existing sidewalk at 400 Martin Drive extending northerly to the Subdivider's property. This work will be paid by the Village. Subdivider shall obtain quotes for the design work and construction work and obtain Village approval prior to proceeding. Sidewalk will likely be installed in 2023 subject to the discretion of the Village.

4. Street trees shall be installed within 6 months of occupancy permit subject to weather conditions and thawed ground.

5. Request building permits for the purpose of constructing models or custom homes, to be given during construction of improvements. A duplex condominium will be considered one building. No other permits will be issued until dense aggregate road base is placed, The Subdivider shall indemnify the Village or any of its employees or agents for damages incurred to all third parties and Village equipment or emergency vehicles as a result of the use of the road bed prior to the installation of the surface course on the roadway.

It is specifically understood that no occupancy permits for these six homes or additional building permits shall be granted until Subdivider completes rough grading of the subdivision, construction of the road base, water, storm, and sewer lines for Phase 1 of the development and such completed



infrastructure have been installed as per plans and specifications, and dedicated to the Village. It is understood by the parties that such dedication shall not occur unless prior review and approval of the construction and installation of the utilities has been given by the Village Engineer and other necessary Village authorities.

B. Sanitary Sewer – Already installed for the Improved Lots.

C. Water. Already installed for Improved Lots

D. Surface Water Drainage. The Subdivider hereby agrees, at Subdivider's sole expense:

I. On the east side of Milwaukee Street install a flexible plastic drainage pipe in a trench with stone to prevent water build-up and provide adequate drainage by connecting the pipe to the existing storm sewer running to the west on the north side of Plat Lot 62.

E. Landscaping. The Subdivider hereby agrees, at Subdivider's sole expense:

I. To preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying in public roadways, drainage ways, building foundation sites, private driveways, soil absorption waste disposal areas, paths, and trails by use of sound conservation practices.

2. To plant street trees at least 2 inches in diameter, no more than 40 feet apart.

3. To remove and lawfully dispose of all structures, outbuildings, destroyed trees, brush, tree trunks, shrubs, and other natural growth and all rubbish.

4. That all landscaping on land proposed to be dedicated to the Village except street trees and removal of unwanted items will be completed in accordance with the schedule, **but under no circumstances later than the completion of final paving.**

**Landscaping on lots with homes shall be completed within one year of occupancy.**

F. Street Signs. The Subdivider hereby agrees, at Subdivider's sole expense:

The Subdivider will purchase and install the street signs and necessary traffic signs in conformance with the MUTCD for the subdivision prior to occupying any homes.

G. Street Lights. The Subdivider hereby agrees, at Subdivider's sole expense:

Subdivider will be responsible for installation of LED street lights at locations, which meet the standards of WE Energies and as approved by the Village. The street lights shall be similar in style and material of the existing street lights in the Village Green Subdivision. The street lights will be owned by WE Energies.

H. Construction Requirements. The Subdivider hereby agrees, at Subdivider's sole expense, to perform all of the construction and installation of the improvements set forth in Section I herein pursuant to the following terms and conditions:

1. All construction set forth above shall be done pursuant to all applicable federal, state, and county laws and State Statutes and the regulations of all government agencies having jurisdiction over such construction.
2. Prior to commencing site grading and excavating, the Subdivider shall provide to the Village written certification from the Subdivider's Engineer or surveyor that the site plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof, if applicable, of notification of land disturbances to the State of Wisconsin Department of Natural Resources, and written proof that the Village Engineer, county agencies and Army Corp of Engineers, if applicable, have approved said plan.
3. All disturbed areas in the subdivision, as a result of the construction and installation of the improvements set forth above, shall be restored to the satisfaction of the Village Engineer. Said letter of credit provided for herein shall not be released until the Village Engineer is satisfied that no further erosion measures are required.

Subdivider shall remove erosion and sedimentation control measures after the site is stabilized. if Subdivider fails to remove such measures the Village may cause such work to be carried out and shall charge said cost against the letter of credit set forth herein pursuant to this Agreement.

4. The Subdivider shall cause all grading, excavating, open cuts, side slopes and other land disturbances to be seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the Village Engineer and Wisconsin Department of Natural Resources.

5. The Village will hire an engineer to perform density testing, fill observations, check material gradations, concrete placement and strength inspection and testing. These costs will be special assessed to each lot in the subdivision.
6. The Village retains the right to require Subdivider to install additional surface and storm water drainage measures if it is determined by the Village Engineer that the original surface and storm water drainage plan as designed and or constructed does not provide reasonable storm water drainage within the development and surrounding area.
7. The Subdivider, as required by the Village, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish from the development.
8. The Subdivider hereby agrees that if, at any time after plan approval and during construction, the Village Engineer determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, are necessary in order to comply with current laws, or are necessary for the implementation of the original intent of the improvement plans, the Village is authorized to order Subdivider, at Subdivider's expense, to implement the same. if Subdivider fails to construct the additional improvement within a reasonable time under the circumstances, the Village may cause such work to be carried out and shall special assess said cost against all of the properties in the subdivision.
9. There will be no development of future phases of the subdivision unless and until the parties enter into a written amendment(s) to this Agreement covering the terms and provisions of each specific phase or plat.
10. As part of the future development plan the Village agrees to approve a lift station and force main for the development of the Plat Lots on Deer Meadow Drive as long as the design meets Village standards. The initial cost of the lift station will be paid for by the Subdivider. Upon completion the lift station dedicated to the Village and fully maintained by the Village.

## SECTION II:

### A. DEDICATION

Subject to all of the other provisions of this Agreement and the exhibits hereto attached, the Subdivider shall, without charge to the Village, upon completion of all of the above described improvements, unconditionally give, grant, convey and fully dedicate the same to the Village, its successors and

assigns, forever, free and clear of all encumbrances whatever, together with, including without limitation because of encumbrances wherever, together with, including without limitation because of enumeration, all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment appurtenances, and habiliments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the Village shall have the right to connect or integrate other sewer or water facilities provided hereunder as the Village decides, with no payment or award to, or consent required by the Subdivider.

#### B. GENERAL INDEMNITY

In addition to, and not to the exclusion or prejudice of any provisions of this Agreement or documents incorporated herein by reference, Subdivider shall indemnify and save harmless the Village, its officers, agents, and employees, and shall defend same from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorneys fees, and the like, which may in any manner result from or arise in the course of, out of, or as a result of the negligent construction or operation of improvements covered hereby, the violation of any law or ordinance, the infringement of any patent, trademark, trade name or copyright, and the use of road improvements prior to their formal dedication to the Village as provided herein, in every case where there is a judgment recovered against the Village, if notice and the opportunity to defend has been given to Subdivider within 10 days after the commencement of a suit, the judgement shall be conclusive upon the Subdivider not only as to the amounts of damages, but also as to its liability to the Village.

#### C. BONDS/LETTERS OF CREDIT

Prior to the execution of this Agreement by the Village Board, the Subdivider shall file with the Village cash or a letter of credit setting forth terms and conditions in a form approved by the Village Attorney and in the amount equivalent to the paving work to be performed. as a guarantee that the Subdivider will perform all of the terms of this Agreement no later than one (1) year from the signing of this Agreement except as otherwise set forth in the Agreement. If at any time:

1. The Subdivider is in default of any aspect of this Agreement; or
2. The Subdivider does not complete the installation of the improvements within one year from the signing of this Agreement unless otherwise extended by this Agreement or by action of the Village Board; or
3. The Subdivider fails to maintain a cash deposit or letter of credit in an amount approved by the Village Engineer and in a form approved by the Village Attorney, to pay the costs of the paving of the subdivision;

If the Subdivider shall be deemed in violation of this Agreement the Village Board shall have the authority to draw upon the letter of credit. The amount of the cash or letter of credit may be reduced by resolution of the Village Board as the paving is completed by the Subdivider, provided that the remaining cash or letter of credit is sufficient to secure completion of the remaining paving. The letter of credit shall remain in full force and effect for a period of one year from the date of dedication of all of the improvements set forth within this Agreement to the Village. The lending institution providing the irrevocable letter of credit shall pay to the Village Board all sums available for payment under the letter of credit upon demand, subject to the terms and conditions of the letter of credit, and upon its failure to do so, in whole or in part, the Village shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every lot in the development payable with the next succeeding tax roll. The Village is herein authorized to contact directly the Subdivider's lending institution from time to time regarding the sufficiency of the irrevocable letter of credit in force.

### SECTION III: MISCELLANEOUS REQUIREMENTS

- A. Survey Monuments. The Subdivider hereby agrees to properly place and install all survey or other monuments required by statute or ordinance. All property corners and survey monuments shall be in place prior to issuance of building permit.
- B. Deed Restrictions. Intentionally left blank.
- C. Park Dedication. The Subdivider agrees to dedicate Outlot 9 as park space and to install agreed upon improvements subject to the conveyance from the Village to the Subdivider of the parcel identified as Outlot 1, containing 5.4155 acres of CSM number 3833, recorded 6/28/12 as document number 0966972.
- D. The Subdivider agrees to substantially eliminate the existing ditch that drains to the existing detention pond along STH 57. The Subdivider may use this ditch to place a storm drain or construct a shallow swale.
- E. Record Drawings. The Subdivider hereby agrees to furnish to the Village Engineer a record drawings of all utility and structures. The Subdivider shall provide one set of record drawings in AutoCAD format, one set in a PDF, and two hard copies to scale. The record drawings shall show in red the grade, location and elevation as appropriate of each structure, fitting, pipe line, road centerline. The record drawings shall also show the street grade in front of each lot and the recommended basement floor grade and finished rear grade.
- F. Fees and Costs. Subdivider shall pay to the Village all inspection fees and

other administrative expenses within thirty (30) days of being invoiced for the same by the Village. In the event that said costs are not paid within that time by Subdivider, then said amount may be assessed against the subdivision land as a special charge pursuant to Section 66.6006), Wis. Stats. Additionally, it is agreed that the Subdivider shall pay to the Village all costs involved in the successful enforcement by the Village of any of the terms or conditions of this agreement, said costs to include reasonable attorney's fees. To help defray the costs of the development, the Village will inspect the installation of roads, water main, sanitary sewer, storm sewer, and rough grading with its staff. This is not intended to function as quality control for the Subdivider or to relieve the Subdivider's engineer of their duty. The Village's staff will not function as the resident engineer.

G. Indemnification. In addition to and not to the exclusion or prejudice of any provisions of this Agreement, or documents incorporated herein by reference, Subdivider shall indemnify and save harmless the Village, its officers, agents, and employees, against any and all liability, claims, losses, damages, interests, actions, suits, judgments, costs, expenses, reasonable attorneys fees and the like, to whosoever owed and by whosoever and whatever brought and obtained which may in any manner result from or arise in the course of, out of, or as a result of Subdivider's negligent performance of the Agreement, for Subdivider's negligent construction or operation of improvements covered hereby, or its violation of any law or ordinance or the infringement of any patent, trademark, trade name, or copyright.

The parties mutually agree that the Village President and/or the Village Clerk, entered into and are signatory to this Agreement solely in their official capacity and not individually and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

H. Binding Effect. This Agreement shall bind not only the parties hereto, but their respective heirs, administrators, successors and assigns.

I. Entire Agreement. This Agreement, and the exhibits attached hereto, sets forth all the covenants, promises, agreement, conditions and understandings between the parties concerning the subdivision and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by both parties.

J. Authorized Representative. Subdivider warrants and represents that this Agreement has been executed by an agent, employee, or other representative acting by, through, and on behalf of Hillcrest Fredonia, LLC, and who has been authorized by Hillcrest Fredonia, LLC to enter into the Agreement outlined above.

K. Insurance. The subdivider, its contractors, suppliers and any other individual working on the development shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the Village.

L. Application of Village Ordinances. All provisions of the Village Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth at length herein. This Agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances which, if amended after this Agreement is signed, shall not act retroactively but only to the extent that they would impact the terms of this Agreement relating to the improvements as required by the Subdivider set forth in Section I and other obligations of the Subdivider contained in this Agreement.

M. Assignment. The Subdivider shall not assign this Agreement without the written consent of the Village. The assignee must agree to all terms and conditions of this document in writing.

N. Amendments. The Village and the Subdivider, by mutual consent, may amend this Subdivider's Agreement at any meeting of the Village Board. The Village shall not, however, consent to an amendment until after first having received a recommendation from the Village's Plan Commission.

O. Noise. The Subdivider shall make every effort to minimize noise, dust and similar disturbances while constructing and installing the improvements in the development.

P. Debris. The Subdivider acknowledges that it has ultimate authority for cleaning up debris that has blown from buildings under construction within the development until such time as all improvements have been installed, dedicated to, and accepted by the Village Board. The Village shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same or to hold the subject property owner who hired the contractor responsible. The Subdivider and/or subject property owner shall clean up the debris within forty-eight (48) hours after receiving a notice from the Village staff or Village Engineer. If said debris is not cleaned up after notification, the Village will do so at the Subdivider's and/or subject property owner's expense.

Q. Deed Restrictions. It is expressly understood and agreed that no building or occupancy permit shall be issued for any homes, including model homes, until the Village has determined that the Subdivider has prepared appropriate deed restrictions which are approved by the Village, filed with the Village Clerk and recorded with the Register of Deeds. In addition, no permits of any kind shall be



issued until the Subdivider has paid in full all permit fees and park dedication fees as required by this Agreement. No building or occupancy permits shall be issued by the Village in the event that the Subdivider is in default of any aspect of this Agreement.

#### SECTION IV: GUARANTEE OF IMPROVEMENTS

The Subdivider shall guarantee after dedication the public improvements and all other improvements described in Section I hereof against defects due to faulty materials or workmanship, provided that such defects appear within a period of one year from the date of dedication. The Subdivider shall pay for any damages to Village property and/or improvements resulting from faulty materials or workmanship. This guarantee shall not be a bar to any action the Village might have for negligent workmanship or materials. Wisconsin Law and negligence shall govern such situations.

If during said guarantee period, the improvements shall, in the reasonable opinion of the Village staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the Subdivider shall, upon notification by the Village of the necessity for such repair replacement, make such repair or replacement, at its own cost or expense. Should the Subdivider fail to make such repair or replacement within the time specified by the Village in the aforementioned notification, after notice has been sent as provided herein, the Village Board may cause such work to be done, but has no obligation to do so, either by contract or otherwise.

#### SECTION V: METHOD OF IMPROVEMENT

The Subdivider hereby agrees to engage contractors for all work included in this Agreement who are qualified to perform the work and who shall be listed as qualified for such work by the Village Board or by one of its commissions in the event said Board or commissions has published such lists prior to this date. The Subdivider further agrees to use materials and make the various installations in accordance with the approved plans and specifications made a part of this agreement by reference and including those standard specifications as the Village Board or its commissions may have adopted and published prior to this date. Withdrawal of all or any part of escrowed or secured funds as set forth in Section II of this Agreement shall be made only with the approval of the Village Board.

#### SECTION VI: PLAT APPROVAL

The Subdivider acknowledges that the subject land is subject to a conditional preliminary plat approval and a conditional final plat approval by the Village of Fredonia. The Subdivider further agrees that it is bound by these conditions. If

there is a conflict between the conditions as set forth in said conditional approvals and the Subdivider's Agreement, the more restrictive shall apply. The final plat shall be recorded with the Ozaukee County Register of Deeds prior to completion of all the Improvements subject to any State or Village approvals.

#### SECTION VII: VILLAGE RESPONSIBILITY

The Village shall not be responsible to perform repair or any maintenance on any improvements until accepted by the Village Board; except for, snow plowing, exercise of valves, flushing of hydrants, and jetting of sewers. The Village may take emergency actions to help protect health, safety, and property damage. The Subdivider shall reimburse the Village for emergency efforts within 15 days of receiving the invoice or the Village will assess these costs to the Subdivider's property.

#### SECTION VIII: MAINTENANCE PRIOR TO ACCEPTANCE

A. All improvements shall be maintained by the Subdivider so they conform to the approved plans and specifications at the time of their acceptance by the Village Board. This maintenance shall include routine maintenance, such as regrading unpaved roads to provide a smooth ride, crack filling, roadway patching, cleaning ditches and swales, and similar tasks. In cases where emergency maintenance is required, the Village Board retains the right to complete the required emergency maintenance in a timely fashion and bill the Subdivider for all such associated costs. Said bill shall be paid immediately by the Subdivider. The Subdivider's obligation to maintain all improvements shall expire at the expiration of the guarantee period.

B. Street sweeping and dust suppression shall be done by the Subdivider on a regular basis as needed to insure a reasonably clean and safe roadway until dedication to and acceptance by the Village Board. Should the Subdivider fail to meet this requirement, the Village Board will cause the work to be done and will bill the Subdivider on time and material basis, such bill shall be paid immediately by the Subdivider.

C. In the event drainage problems arise within the development, the Subdivider shall correct such problem to the satisfaction of the Village staff and engineer. Such correction measures shall include, without limitation, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have

become adequately vegetated and the Village Board is satisfied that the Subdivider shall restored all areas which were disturbed because of this development.

IN WITNESS WHEREOF, the Subdivider has caused this Agreement to be signed this of \_\_\_\_\_, 2022

Hillcrest Fredonia, LLC

By: \_\_\_\_\_  
Oyvind Solvang, Member

STATE OF WISCONSIN  
S.S.  
COUNTY OF OZAUKEE)

Personally came before me on \_\_\_\_\_, 2022 the above-named Oyvind Solvang known to me to be the person who executed the foregoing and who acknowledged the same.

\_\_\_\_\_  
\_\_\_\_\_

Notary Public, State of Wisconsin  
My commission expires/is \_\_\_\_\_

Accepted pursuant to Resolution adopted by the Village Board of the Village of Fredonia this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

VILLAGE BOARD OF THE VILLAGE  
OF FREDONIA

By: \_\_\_\_\_  
Donald Dohrwardt, President

ATTESTED TO:

By: \_\_\_\_\_  
Village Clerk

Approved:

\_\_\_\_\_  
Village Attorney

Prepared by:

Roger Strohm and Paul Apfelbach  
Village of Fredonia and Hillcrest Fredonia, LLC

DRAFT

**Fredonia Developer's Agreement  
Letter of Credit  
Paving and Curb**

**Area**

**Units**

**Milwaukee Street**

|  |    |
|--|----|
| Paving - 32 feet wide<br>Station 122.5 - 125.5 | SY |
| Curb - same stations                           | If |

**Glendale Avenue**

|   |    |
|---|----|
| Paving - 32 feet wide<br>Station 146.5 -148 | SY |
| Curb - same stations                        | If |

**Sub total**

|             |         |
|-------------|---------|
| Contingency | Percent |
|-------------|---------|

## **Total LOC Requirement**

Unit prices based on Brookfield actual bid

| <u>Quantity</u> | <u>Unit Price</u> | <u>Budget</u> |
|-----------------|-------------------|---------------|
| 1,067           | 30.00             | 32,000        |
| 600             | 18.00             | 10,800        |
| 533             | 30.00             | 16,000        |
| 300             | 18.00             | 5,400         |
|                 |                   | <b>64,200</b> |
|                 | 10%               | 6,420         |



**70,620**

From the Desk of:

Christophe E. Jenkins

Village Administrator

**Contracted Engineer Services**

The Village sent out an RFP (Request for Proposal) on 11/14 to 9 engineering firms for purposes of selecting a dedicated contracted engineering firm. 5 firms replied with proposals by the 12/9 deadline, and 3 made contact with our office to ask further questions and introduce themselves. A review of these proposals was conducted by Trustee John Long and I on 12/12. After reviewing, we both agreed that Strand Associates are our recommendation to the Board of Trustees.

We ask that the Village Board of Trustees approves a contract with Strand Associates on an ongoing basis with the fee schedule they list within.

**Administration's Recommendation:** Approve

**Fiscal Impact:** Charged on an as-needed basis. Expenditures will be covered from the individual utilities, TID, or through permit/plan review fees as applicable.

Christophe E. Jenkins

Village Administrator

Professional

Engineering

Services

Village  
Engineering  
Services

## Proposal

Village of Fredonia, WI

December 9, 2022



December 8, 2022

Mr. Christopher Jenkins  
242 Fredonia Avenue  
P.O. Box 159  
Fredonia, WI 53021

Re: Request for Proposals (RFP) – Village Engineering Services – Village of Fredonia, Wisconsin

Dear Mr. Jenkins:

On behalf of Strand Associates, Inc.®, thank you for this opportunity to submit our proposal for Village Engineering Services. *By selecting us, the Village will receive a familiar partner with the depth and consistency to keep pace with the Village's needs.* The following benefits will support our selection:

- **Responsiveness to Village needs is founded on firm stability, organizational strength, and commitment to quality.**
- **Expert engineering services provide solutions that support growth with long-lasting infrastructure, while addressing current needs.**
- **Expeditious service delivery is substantiated by comprehensive experience with local communities facing similar needs.**
- **Expectations are met by familiar, committed team with excellent track record in Fredonia.**
- **Transparent billing supports daily operations and represents value.**
- **References will attest that we are dedicated to client success through excellence in engineering.**

All professional engineering staff are licensed to work in the State of Wisconsin.

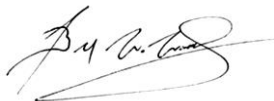
We look forward to a continued relationship with the Village. Should there be any questions or if additional information is needed, please call us at 414-271-0771.

Sincerely,

STRAND ASSOCIATES, INC.®



Isak P. Fruchtmann, P.E.  
Village Engineer



Ben W. Wood, P.E.  
Senior Engineer



Philip A. Bzdusek, Ph.D., P.E.  
Senior Engineer

P221.116/IF/BW/PB/tk



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## Firm Profile

### Responsiveness to Village Needs is Founded on Firm Stability, Organizational Strength, and Commitment to Quality

We have been providing exceptional civil and environmental engineering services to clients since 1946. We attribute our organizational strength to our talented engineers, effective management, and, most of all, commitment to nurturing long-term client relationships.

Our Corporate Mission states that we are “dedicated to helping clients succeed through excellence in engineering.” In accordance with this mission, we are continually expanding our staff and service offerings to broaden our base of experience and knowledge so that we can provide more creative and comprehensive solutions to meet the needs of each client.



Engineering Services will be provided from our Milwaukee office, less than 35 minutes from Village Hall.

Through trust, reliance, and professional relationships, clients have enabled us to achieve 76 years of excellence in engineering.

### Continuity Results from Stability

Our annual employee turnover rate is less than half of the industry average. We did not lay off employees during the recession in 2008 – nor during the COVID-19 pandemic – and have continued to grow. In fact, we honored all full-time and internship hiring commitments despite COVID-19. This provides the confidence that our firm and project team members will have the resources to serve the Village for years to come.

### Principal Officers

- Theodore J. Richards – Chairman of the Board of Directors
- Matthew S. Richards – President and CEO
- Jeffrey L. Kronser – Executive Vice President
- Shawn K. Cannon, CPA – Senior Vice President and CFO
- Paula J. Schultz – Senior Vice President
- Roddy J. Williams – Senior Vice President
- Joseph M. Bunker – Corporate Secretary and Vice President
- Darcie W. Gabrisko – Vice President
- William Z. Hawkins – Vice President
- Kent T. Locy – Vice President
- Michael A. Woolum – Vice President

### Small Firm Attention with Big Firm Resources

The Village will receive personal attention from **Isak Fruchtmann** and **Ben Wood**, who will be attentive and responsive to the Village’s needs. To support Isak and Ben are **Phil Bzdusek** and more than 250 staff between our Milwaukee and Madison offices. The *Milwaukee Business Journal* recently ranked our firm as the third Largest Engineering Firm overall in the state based on number of engineers and Engineering News Record Midwest ranked us 10th largest in the Midwest based on billings. This means that our local office has the expertise and depth of resources necessary for efficient delivery of all the expert services the Village may need.

**RANKED 21<sup>st</sup> IN THE NATION**  
TOP SANITARY & STORM SEWER FIRMS  
by Engineering News-Record 2022

**RANKED 10<sup>th</sup> IN THE MIDWEST**  
MUNICIPAL ENGINEERING  
by Engineering News-Record Midwest 2022



## Wide Range of Services Meet All Project Needs

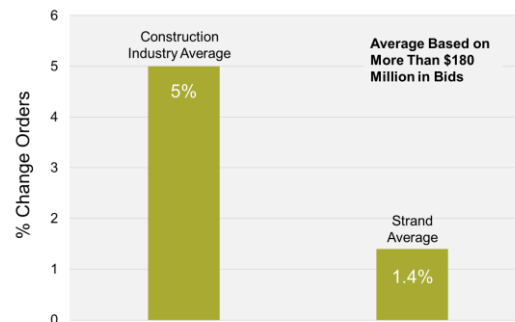
Our areas of specialization include the following:

- Civil and municipal engineering
- Transportation engineering
- Wastewater treatment and conveyance engineering
- Water supply engineering
- Stormwater management
- Electrical and HVAC engineering
- Building/facility engineering, architecture, and sustainable design
- Aviation
- Natural gas distribution
- Wetland delineation, mitigation, and restoration
- Ecosystem study and restoration
- GIS and mapping
- Surveying and right of way acquisition
- Land development
- Construction-related services
- Financial assistance

Our services reflect the needs of clients.

## Quality Service Results in Cost Savings to the Village

Our projects average change orders of 1.4 percent of construction costs compared to the industry average of 5 percent. This results from thorough, concise designs that provide for lower bid results and fewer cost change orders during construction.



Quality Service Results in Significant Cost Savings

## Strategic Office Locations Conveniently Serve Clients Throughout the Region

To serve our national client base efficiently, we have multiple offices throughout the U.S.



Civil and environmental engineering and science services are provided from multiple offices throughout the U.S.





## Reliable Consulting Service Has Cultivated Long-Standing Client Relationships

Clients rely on us as a partner in addressing their engineering and science needs. We have developed and continue to maintain long-standing affiliations, many extending into several decades of service. Our service is flexible and tailored to the unique needs of each client. For some, we serve as appointed engineers and are active committee members; for others, we serve as specialty consultants to their in-house staff on an as-needed basis. We understand the value clients place on *consistency* of personnel, *continuity* in project development, and responsiveness to questions or concerns. Accordingly, we expend every effort to make sure that the team initially chosen is involved with a project from beginning to end.

**Our commitment to long-term client relationships is a major factor in our success.**

## Effective Management Practices Provide a Stable Foundation

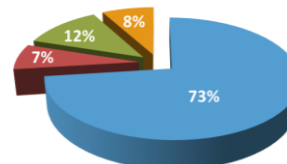
To serve clients effectively, we employ a *horizontal project management structure*. For each project, a principal engineer is assigned to provide technical and office resource support. Other day-to-day decisions, however, are made at the project level by the engineers most familiar and involved with the work.

**With our organizational structure, critical decisions are made by those most familiar with the day-to-day work on the project.**

Clients find reassurance in the fact that each of our engineers is supported by the expertise of a multidisciplinary engineering firm. This approach enables use of all the resources of our firm while maintaining the personal involvement associated with a single point of contact – a person who has been trained to assist through plan development, design, and implementation. Only with solid management practices could a company thrive in this industry for 76 years.

## High Level of Service Made Possible Because of Dedicated, Results-Oriented Staff

Our expert staff of 495 employees embody the academic backgrounds and experience of all disciplines normally necessary to complete a project successfully. More than 60 colleges and universities are represented on our staff. Our engineers average more than 11 years of experience and the majority are licensed or have advanced degrees. We are managed by our active engineering staff and most have spent their entire career at Strand. This results in service driven to satisfy the goals of each of our clients.



■ Professional Engineers/  
Specialists  
■ Other Professionals  
■ Technical Support  
■ Administrative Support

### 2022 Staff Resources

- **Total Staff.....495**
- **Engineers..... 360\* (73%)**
  - Environmental engineers/specialists ..... 88
  - Civil engineers..... 119
  - Transportation engineers ..... 88
  - Aviation engineers..... 10
  - Structural engineers..... 23
  - Electrical engineers ..... 21
  - Mechanical engineers..... 11
- **Other Professionals ..... 35 (7%)**
  - Business development ..... 13
  - Architects ..... 2
  - Information technologists..... 10
  - Right of way acquisition agents ..... 3
  - Professional land surveyors..... 7
- **Technical Support ..... 62 (12%)**
  - Field technicians..... 25
  - Office technicians/CADD operators..... 37
- **Administrative Support ..... 38 (8%)**
  - Clerical, accounting, human resources ..... 38

## Innovative Project Management Techniques Produce Quality, On-Time, Cost-Effective Projects

Our internal Quality Control (QC) program focuses on applying quality peer review at each stage of design. As each project is scoped, the Project Manager issues a Project Management Memorandum (PMM) describing the individual QC plan for the project and identifying a key Quality Control Engineer – an individual responsible for critiquing the design, at critical stages, for technical accuracy, constructability, and conformance to project objectives.

We have a corporatewide scheduling program that can give us up-to-date status reports on the schedule of every staff member at each of our offices. Because we know the 2-year workload of every employee, we can make a commitment to a client's schedule.

## Awards and Recognition Demonstrate Leadership in Evolution and Application of Innovative Technology

Our designs have gained local and national acclaim and our firm has consistently been included in *Engineering News-Record's* lists of top design firms. For 2022, our rankings, based on billings, are: Midwest Top Design Firms – 20, National Top 500 Design Firms – 173. We have received distinctions and client praise for our ability to coordinate and facilitate difficult projects, including aspects related to differing political views, environmental views, personalities, and agendas.

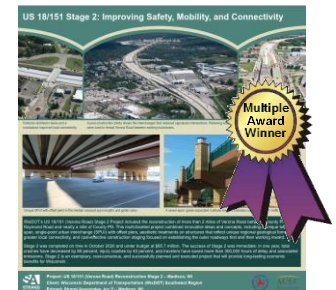
In fact, we recently completed Phase 1 of a major, multifaceted transportation reconstruction project with WisDOT that has been described as an exemplary cost conscious, successfully planned, and executed project that was forged through local partnerships with the community. The far-reaching, positive effects of our sound engineering is evident in state and national recognition, including being named the #1 road project in North America in 2017 by *ROADS & BRIDGES* magazine and, again, being featured in that publication on the cover of its January 2021 issue.

Below is a partial list of awards we have recently received.

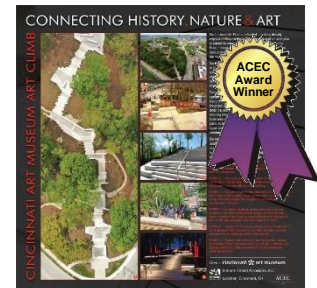
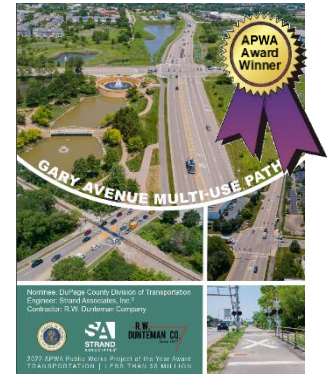
- 2022 ACEC Wisconsin Engineering Excellence Best of State Award – USH 18/151 (Verona Road) Reconstruction Stage 2 – Madison, WI
- 2022 ACEC Wisconsin Engineering Excellence State Finalist Award – Marquette Interchange Green Infrastructure Project – Milwaukee, WI
- 2022 ACEC Wisconsin Engineering Excellence State Finalist Award – Janesville Town Square – Janesville, WI
- 2022 ACEC Ohio Engineering Excellence Outstanding Achievement Award – Lick Run Valley Conveyance System and Greenway – Cincinnati, OH
- 2022 ACEC Indiana Engineering Excellence QBS Award – Hope Town Square – Hope, IN
- 2022 APWA Illinois Chicago Metro Chapter-Southwest Branch Public Works Project of the Year – Environment: \$5-\$25 Million – Channahon's Strategic Master Planning Facilitated Cost-Effective Phased Improvements – Channahon, IL
- 2022 APWA Illinois Chicago Metro Chapter-Suburban Branch Public Works Project of the Year – Transportation: Less than \$5 Million – Gary Avenue Multi-Use Path – DuPage County, IL
- 2022 ACEC National Recognition Award – USH 18/151 (Verona Road) Reconstruction Stage 2 – Madison, WI
- 2022 ACPA Indiana Chapter Excellence in Concrete Pavement Award – INDOT R41066 Concrete Pavement Restoration, State Road 19

Our approach to managing projects effectively involves ongoing QC reviews.

**RANKED 173<sup>rd</sup> IN THE NATION**  
**TOP 500 DESIGN FIRM 2022**  
 by Engineering News-Record



- ASHE Triko Valley Section Donald C. Schramm Transportation Improvement Award – US 22 (Montgomery Road) & SR 26 (Ronald Reagan Highway) Roundabout – Montgomery, OH
- 2022 APWA WI Small Cities/Rural Communities Public Works Project of the Year Award – Structures – East Town Square – Janesville, WI
- 2022 APWA WI Public Works Project of the Year Award – Environment: Less than \$5 Million – Ecological Restoration in UW-Madison Arboretum – Madison, WI
- 2021 ACEC Illinois Engineering Excellence Honor Award – Joliet CSO Tunnel and Wet-Weather Treatment Facility – Joliet, IL
- 2021 ACEC Illinois Engineering Judge's Choice Award – Joliet CSO Tunnel and Wet-Weather Treatment Facility – Joliet, IL
- 2021 ACEC National Recognition Award – Joliet's Collaborative Approach to CSOs – Joliet, IL
- 2021 ACEC Ohio Engineering Excellence Honor Award – Cincinnati Art Museum Art Climb – Cincinnati, OH
- 2021 ACEC Indiana Engineering Excellence Honor Award – Bargersville Wastewater Treatment Plant Improvements – Bargersville, IN
- 2021 ACEC Kentucky Engineering Excellence Grand Award – Completing the Legacy: Fourth Street Corridor & Legacy Trail Phase 3 – Lexington, KY
- 2021 ACEC National Recognition Award – Completing the Legacy: Fourth Street Corridor & Legacy Trail Phase 3 – Lexington, KY
- 2021 ACEC Wisconsin Engineering Excellence State Finalist Award – East Johnson Street Reconstruction – Madison, WI
- 2021 APWA Illinois Chicago Metro Chapter-Southwest Branch Project of the Year Award – Joliet's Collaborative Approach to CSOs – Joliet, IL
- 2021 APWA Illinois Chicago Metro Chapter Project of the Year Award – Joliet's Collaborative Approach to CSOs – Joliet, IL
- 2021 ACEC National Recognition Award – Joliet's Collaborative Approach to CSOs – Joliet, IL
- 2021 APWA National Public Works Project of the Year – Environment \$25 million to \$75 Million —Joliet's Collaborative Approach to CSOs – Joliet, IL
- 2021 IRWA Region 5 Project of the Year Award – Bridging Kentucky – Louisville, Kentucky
- 2021 Excellence in Concrete Pavement Award – Concrete Overlays (Highways) – R-37704 Road Reconstruction/Overlay – Grant County, IN
- 2021 Water and Wastes Digest Top Project — Joliet CSO Tunnel and Wet-Weather Treatment Facility — Joliet, IL





# Project Understanding and Approach

## Expert Engineering Services Provide Solutions that Support Growth with Long-Lasting Infrastructure, while Addressing Current Needs

The Village of Fredonia offers the serenity of *small-town* life in northwestern Ozaukee County, with the convenient access to the Milwaukee metro area via Highway 57 and I-43. The Village seeks to uphold a high quality of life for residents while growing in a coordinated manner such that the cost of operating and maintaining existing infrastructure is not overly burdensome on existing residents. The Village has been poised for growth before, but the 2008 housing recession stalled development. Now, the Village has a strong industrial TID with five development agreements signed within the last 2 months that represent approximately \$10 million in new value. The soon-to-be completed expansion of I-43 just south of Fredonia will further improve access for existing and prospective constituents to the metro area, which will also bring rapid growth opportunities. Recent staff turnover to long held positions offers a collective opportunity to take a broad look at the Village's infrastructure and position it for growth once again. Selecting our firm to provide Village Engineering services builds on our 9-year relationship with the Village and supports Village initiatives through highly responsive, expert services from full-service offerings.

**Our understanding of Village infrastructure and current goals is foundational to our ability to keep pace with Village initiatives.**



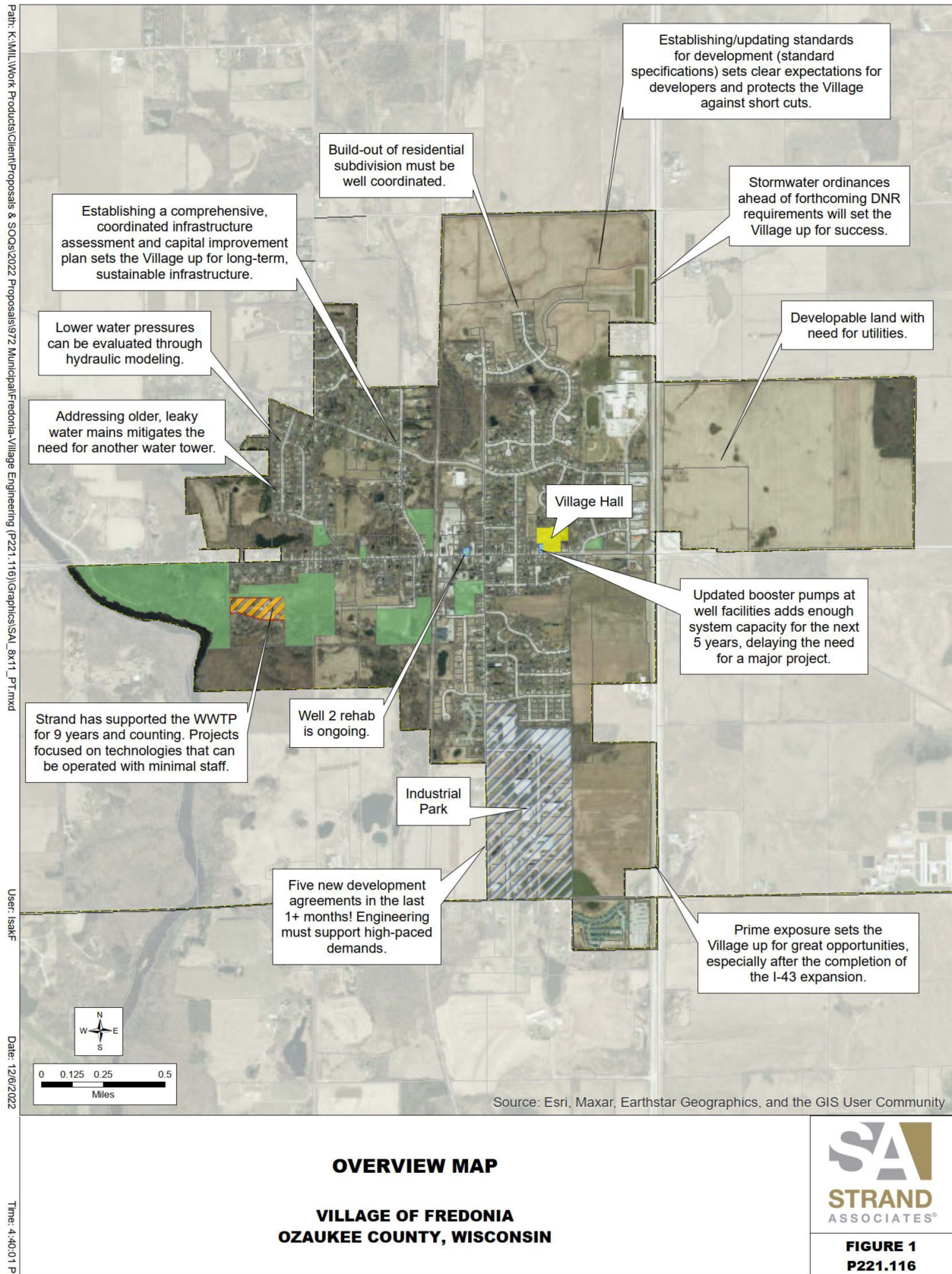
The vitality of the community is supported by strong infrastructure.

The map on the following page highlights our knowledge of the village and understanding of its goals. This background will yield a partner for engineering services that can keep pace with current opportunities while providing infrastructure solutions that are sustainable for the long run.



Appropriate planning for the future helps time the need for additional infrastructure. Timed correctly, projects will be completed just in time to support growth but not too soon, so to avoid burdening existing residents.





The following key areas are intended to align with the services to be provided as identified in the RFP.

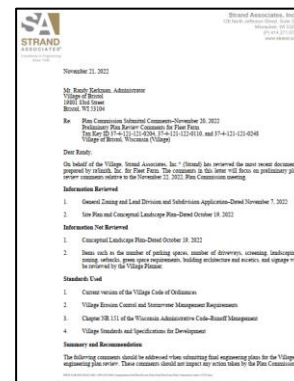
## Services to be Provided

The following categories present areas of service identified in the RFP, as well as some additional categories that we feel may be useful. While not comprehensive, these areas of focus will be critical for continued community vitality and future growth. As a full-service firm, we can provide each of these services in-house.

- **Serve as Engineering Advisor to the Village President, Village Administrator, Village Board, and Village Plan Commission** – So much of what embodies an effective Village Engineer is being knowledgeable and responsive. We routinely advise Village staff, Boards, elected officials, and Plan Commissions in the communities we work. We understand the urgency of their inquiry and remain nimble to be able to respond in a prompt manner. This can be as simple as responding to phone calls and emails. When needed, we will provide the Village written opinions. We often prepare monthly Board reports or Plan Commission recommendation letters when a specific engineering-related item appears on the agenda. Furthermore, we will serve as an advisor to help support Village initiatives. Isak Fruchtmann will lead our staff and be attentive to daily needs of the Village while receiving support from Ben Wood and Phil Bzdusek and other staff, as needed.
- **Represent the Village in All Engineering Matters** – While our background serving the Village on specialty projects for wastewater and drinking water provides us a strong knowledge base, we now look forward to engaging our full staff capabilities to serve the Village. We have expertise in all areas of municipal, water supply, wastewater, conveyance, pumping, transportation, facilities, lighting, power, stormwater management, capital planning, and more to serve the Village.

We can confidently say that we will represent your best interest because we strategically do not work for private land developers.

- **Prepare Engineering Reports** – At the direction of the Village Administrator and Public Works Superintendent, we will prepare engineering reports to support the Village. The Village has expressed interest in developing a long-term, coordinated capital improvement plan. The objectives of the plan are to: 1) gain a comprehensive understanding of existing infrastructure condition, capacity, and criticality; 2) identify improvements necessary to increase capacity/growth, improve reliability, or achieve compliance with new standards; 3) identify overlapping needs to identify opportunities to increase the return on investment; and 4) to establish a prioritized capital improvement plan that provides a clear vision for Village infrastructure.



Written opinions and letters are completed in time for the Board or Plan Commission Packets



Prioritized capital improvement planning can make long-term needs manageable.

| Weighting Factor |                   | 4  | 8                   | 6                   | 8                         | 15                             | 10                          | 20               | Total Project Score | Estimated Cost (2021) |
|------------------|-------------------|--|---------------------|---------------------|---------------------------|--------------------------------|-----------------------------|------------------|---------------------|-----------------------|
| Priority No.     | Project Name/Info | Coordination with Other Planned Improvements | Consolidates Assets | Improves Redundancy | Facilitates System Growth | Supports Regulatory Compliance | Infrastructure Risk Results | Priority Project |                     |                       |
| 1                | Project           | Yes  | No                  | Yes                 | No                        | Yes                            | Very High                   | No               | 95                  | \$250,000             |
| 2                | Project           | No   | No                  | No                  | No                        | Yes                            | Very High                   | Yes              | 80                  | \$2,500,000           |
| 3                | Project           | No   | Yes                 | No                  | Yes                       | Yes                            | Very High                   | No               | 76                  | \$125,000             |
| 4                | Project           | No   | No                  | Yes                 | No                        | No                             | Very High                   | Yes              | 65                  | \$900,000             |
| 5                | Project           | Yes  | No                  | No                  | No                        | Yes                            | High                        | No               | 61                  | \$414,000             |

Sample evaluation criteria that can be used to optimize infrastructure needs to develop a coordinated, prioritized, long-term capital improvement plan.



We recently completed the Water System Capacity Analysis for the Village that identifies the need to further address failing water mains. We suggest that the Village include the evaluation of water mains in its capital planning efforts.

Other engineering reports that we routinely assist with include wastewater collection system evaluation studies, water system studies, water quality studies, stormwater management plans, flood analyses, traffic impact analyses, special needs assessment reports, and more.

- **Provide Construction Administration** – We look forward to assisting the Village with specific project needs and with construction administration. We have a proven record of construction administration through ongoing wastewater treatment plant projects at the Village that have finished with a final construction cost less than the bid price. This is a testament to our thorough designs and attentive construction administration.

We can handle all phases of planning, design, permitting, bidding, construction administration, and onsite representation. Our staff prides themselves on being attentive in the field rather than simply waiting in the car for the next check point.

- **Apply for Federal, State, and County Permits** – Each project requires permitting. The most common is a WDNR Notice of Intent regarding construction site erosion control. Are staff are adept at all wetland, right of way, county, state, and federal permits. This spans entities from the WDNR or Public Service Commission to the State DOT and others.

Our participation with multiple trade organizations and involvement with agency focus groups and committees helps us to understand the appropriate path forward toward complying with agency requirements.

- **Apply for Federal and State Grants** – We are familiar and competent with the following State and federal grants. As an example of our proficiency, our success record for WDNR Urban Nonpoint Source planning grants is 100 percent over the last 6 years.
  - **WDNR:** Urban Nonpoint Source, Municipal Flood Control, Safe Drinking Water, Clean Water Fund, Knowles-Nelson Stewardship
  - **WisDOT:** Transportation Alternatives Program, Highway Safety Improvements Program, Surface Transportation Program, Local Road Improvement Program
  - **USDA Rural Development:** Multiple programs for utilities, treatment, and facilities
  - **Community Development Block Grant**
- **Meet with Citizens, Developers, and Real Estate Agents regarding Village Policies and Procedures** – Our approach to communication with interested parties is that we are an extension of Village staff and hold that in high regard as we put the best foot forward. It is important that we stay in communication with the Village Administrator and Public Works Superintendent so that we are all on the same page regarding any communication regarding a particular inquiry. We commonly field inquiries related to zoning, land use, setbacks, utility capacity, and approval procedures.
  - **Standard Specification and Ordinance Review** – This is one area where we feel we can add immediate value to the Village. Prospectors want clear communication regarding infrastructure standards and an initial review of existing development standards and ordinances could help to verify that the Village is getting lasting infrastructure and that developers have clear objectives.



We are ready to assist the Village with design, bidding, and construction-phase services for the anticipated roadway and utility improvements to support continued growth in the industrial park.



We recently helped the Village of Lannon secure \$3.5 million of federal and \$900 thousand of CDBG grant money to assist with its water system expansion project.



From routine meetings to public hearings, we will be available to represent the Village with expert services.



- **Attend Village Meetings as Requested** – We will make ourselves available to attend meetings as requested. This could include participation at Village Board meetings, organizing public hearings, or representing the Village at agency meetings.
- **Provide Review of Developments for Compliance with Village Standards** – The Village has commented there are several upcoming industrial developments being planned in the Village Industrial Park, located on the south side of the village. There are also several areas zoned for residential and commercial development, generally located in the north and east portions of the village. As previously stated, we can partner with staff and help solidify practices so that expectations are clearly communicated to the potential developers up-front, followed by the developer making an initial deposit toward a professional services reimbursement agreement. We routinely conduct such reviews for an array of developments from four-lot certified survey map (CSM) land divisions, to platted subdivisions or commercial and industrial developments. In each plan review, we apply Village standards along with industry best practices to look out for the Village's best interests. Our reviews look ahead at potential issues, such as redirecting drainage toward a neighbor, to help proactively identify solutions.
- **Work with Village Staff and Village Attorney in Drafting Developer Agreements** – During the developer agreement stage we have found it helpful for the engineer to review the developer agreement to advise on critical issues such as drainage, early start permits, conditions of occupancy, letter of credit amounts, right to cure, erosion control and stormwater management, contractor insurance, record drawing requirements, and other similar matters. We will work closely with Village staff and the Village attorney, as it relates to various developments.

The developer agreement stage is also a critical juncture to develop a meaningful stormwater maintenance agreement, so developers and future property owners understand their responsibilities.

This stage is very important for identifying appropriate security amounts, such as a letter of credit, and defining the terms for which the security is posted, reduced, and pulled by the Village, if necessary.



We are adept at reviewing developments that range from a few hundred thousand dollars to one hundred million dollars.

We look forward to developing a partnership with the Village and serving as an extension of its staff.





# Project Experience

## Expeditious Service Delivery Substantiated by Comprehensive Experience with Local Communities Facing Similar Needs

As primarily municipal engineers, our involvement focuses on supporting local governments. For many communities, we serve as the designated Town, Village, or City Engineer, providing comprehensive engineering services, including attending public meetings and assisting with development plan reviews. For other municipalities we serve as consultants on an as-needed basis. *We have made a strategic decision to not work with private developers, enabling us to work for communities throughout Wisconsin without the fear of a conflict of interest between a private entity and a municipality.*

**We have developed and continue to maintain various long-standing affiliations with communities – many extending into several decades of service.**

Many of our clients rely on us as a partner in addressing their municipal engineering needs. We have developed and continue to maintain various long-standing affiliations with communities – many extending into several decades of service. Our service is flexible and tailored to the specific needs of each client. The relationships we have developed with municipal clients show that we endeavor to be more than a consulting engineer – we seek to be a community partner, willing and ready to assist on a wide range of associated issues. It is this type of relationship that enables us to do what we do best: high quality, thorough engineering. Our vigorous commitment to these ideals will meet the Village's goals and objectives for engineering services.

The following list includes Wisconsin communities where we currently serve as the city, village, or town engineer, or as an on-call municipal consultant. The map that follows shows nearby clients. The remainder of this section describes where we provided similar services to those requested and to communities nearby Fredonia.

| Municipal Experience in Wisconsin |  |
|-----------------------------------|--|
| City of Bayfield, WI              | Village of Oostburg, WI                    |
| City of Kenosha, WI               | Village of Plain, WI                       |
| City of Lake Mills, WI            | Village of Prairie du Sac, WI              |
| City of Lancaster, WI             | Village of New Glarus, WI                  |
| City of Fitchburg, WI             | Village of Waunakee, WI                    |
| City of Madison, WI               | Village of Westport, WI                    |
| City of Middleton, WI             | Village of Shorewood, WI                   |
| City of Milwaukee, WI             | Town of Brookfield, WI                     |
| City of Monona, WI                | Town of Merton, WI                         |
| City of Oshkosh, WI               | Town of Omro, WI                           |
| City of Stoughton, WI             | Town of Perry, WI                          |
| City of Waupaca, WI               | Town of Pleasant Springs, WI               |
| City of Whitewater, WI            | Town of Salem Lakes, WI                    |
| City of Wisconsin Rapids, WI      | Algoma Sanitary District, WI               |
| Village of Bristol, WI            | Ashippun Sanitary District, WI             |
| Village of Brooklyn, WI           | Kegonsa Sanitary District WI               |
| Village of Campbellsport, WI      | Madison Metropolitan Sewage District, WI   |
| Village of Cottage Grove          | Milwaukee Metropolitan Sewage District, WI |
| Village of East Troy, WI          | Oak Creek Water Utility, WI                |
| Village of Lannon, WI             | Omro Sanitary District No. 1, WI           |
| Village of Mount Horeb, WI        |  |



### Multiple Projects and Studies – Fredonia, WI

We have had the privilege of assisting the Village with project-specific engineering needs since 2014. Our services have spanned from architectural space needs assessments and wastewater compliance and facility upgrades, to the recent water system capacity analysis. We look forward to continuing our relationship with the Village.

- **Fire Department Space Needs Assessment** – We worked with designated staff and the Village Board in 2014 to develop a *Fire Department Needs Analysis*. This involved a review of the existing site and building that was originally constructed in the 1960s with an addition in 1977, including a structural assessment and review of all building systems incorporated within the approximately 7,000-square-foot, single-story structure. A space needs/building program was developed and used to identify space and adjacency requirements for personnel and equipment, and to identify additional operational improvements for all the departmental positions and community use groups.
- **WWTP Phosphorus Compliance Plan and Facility Plan** – The Village previously had a 0.24 MGD daily-average-flow WWTP originally constructed in the late 1970s. The plant was run by one operator and included screening, grit removal, influent pumping, primary clarification, biological treatment with a biotower and activated sludge, final clarification, and disinfection. In 2015, we were hired to complete facility planning for a plant upgrade. The outcome identified changes to the treatment strategy that reduced the number of treatment processes and made the operational and maintenance needs significantly more manageable for the limited staff. We also assisted with phosphorus compliance planning to address Wisconsin's strict discharge limits.

## Why this Project?

- Record of saving the Village significant money through quality engineering
- Proven ability to proficiently evaluate comprehensive infrastructure to adequately plan for the future
- Familiar team, including Ben Wood and Phil Bzdusek
- 9-year history of excellent service to the Village

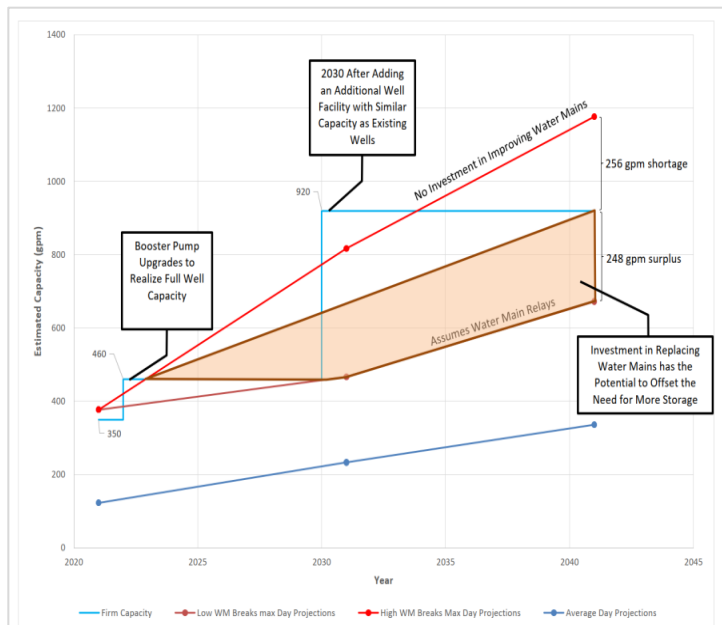
- UV Disinfection, Sludge Storage Tank No. 2 Addition, and Grit System Upgrades** – We completed design (2017) and construction (2017 and 2018) of two recommendations in the facility plan involving conversion of the disinfection process from chlorination/dichlorination to UV disinfection and the addition of a sludge storage tank. We were able to cost effectively retrofit UV disinfection into the existing chlorine contact tank with minimal tank modifications. The existing sludge storage was steel but we evaluated various options for additional sludge storage. The selected option was a new concrete sludge storage tank, as the costs between a new glass lined steel tank and concrete tank were similar for the tank size required. The new 367,000-gallon sludge storage tank provides the Village with an additional 104 days of storage and provides redundancy to allow the existing steel tank to be taken out of service and repaired. The overall bid cost was \$1.727 million and the final total of project change orders was a deduct of \$30,564 for allowances that were not used. The project was completed in July 2018.

With our assistance, the total change orders of the combined \$3.28 million construction costs resulted in an approximate 1.8 percent deduction, saving the Village approximately \$60,000 from the bid price and \$224,000 compared to the industry average change order of 5 percent.



Thorough, expert design resulted in a WWTP that can more easily be operated by a small staff and resulted in \$224,000 of savings compared to the industry average for change orders.

- Water System Capacity Evaluation** – We tailored an engineering evaluation of the existing water distribution system to fit within the Village's established \$10,000 budget. The driver for the evaluation was the need for additional elevated storage in the near future to accommodate growth. The analysis revealed that the current well supply



Proficient analysis revealed the timing of needed booster facility improvements, an additional well, and recommended water main replacement to mitigate the need for extra storage.



capacity of the system was a limiting factor and addressing water main breaks (to limit water demands on peak days) had the potential to significantly defer the need for additional storage. The Village is planning to commence design of booster station upgrades at each well facility to realize the full benefit of existing well and ground storage capacity at each station.

### Village Engineering Services – Lannon, WI

Our firm has been serving the Village since 2008 and we have been the official Village Engineer since March 2012. In this role, we advise on plan commission issues, review developer plans, assist in permitting, provide capital project cost estimates, develop GIS graphics or figures – as required, develop PASER rating for local roads, and provide quality day-to-day services for a variety of issues. Responsiveness and flexibility contribute to efficient delivery of our services.

Village staff attest to the value our services bring to the community:

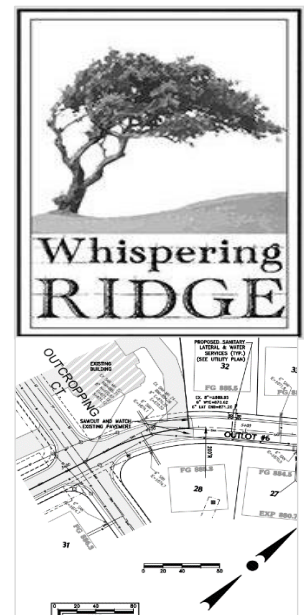
*"As a Village of Lannon Trustee, I have had an opportunity to work with Emily Rowntree and Ben Wood from Strand Associates over the last 4+ years and I have always been impressed with their knowledge, preparation and professionalism. I would highly recommend them, and their firm."*

– Patrick Yates, Village Trustee

- **Planning, Permitting, and General Inquiry Assistance** – The Village has two full-time staff, a clerk, and a police chief. Therefore, staff, Board members, and plan commissioners alike appreciated our knowledge of the village and processes. We often field inquiries from residents, realtors, and prospectors about planned alterations to a particular property. We respond expeditiously and document our communication with the Village Clerk for easy reference in the future. We advise the Plan Commission monthly and routinely work with other consultant staff (attorney, accountant, municipal finance advisor, and building inspector) so the Village's projects address the needs of the community.
- **Developer Plan Review and Collaborative Approach** – The Village of Lannon had one new development between the 1950s and 2018; a condominium development in the early 2000s that went bankrupt twice because of the recession. Some claim it went bankrupt because the Village tried to keep taxes low by extracting high fees from developers. The Village was stuck with a condo development that was half-built and water main extensions that caused the utility to run in the red ever since. We were able to help the Village sort through developer agreements that helped recapture water main costs and fill in the condo development with single-family housing. In the end, the Village accepted a cash advance of water impact fees approximately equal to the value anticipated from the original condominiums, the developer expanded the local bike path network, and the subdivision roads were installed as a private asset to be maintained by the homeowner's association. Since then, we have worked collaboratively with the Village's attorney and municipal finance advisor to establish two Tax Incremental Finance Districts (TIDs) and help create new ordinances that align with the type of developments that are currently successful in the real estate market. From 2018 – 2021, the Village signed enough developer agreements to be on pace to double the assessed value of the village, while generating enough fees and incremental revenue to pay for much needed infrastructure.

### Why this Project?

- Isak Fruchtmann and Ben Wood serve as designated municipal engineers
- Fresh, creative approach to development has rapidly expanded the tax base in a sustainable way
- \$160 million of new developments reviewed and approved in the last 4 years.
- Continuity and responsiveness demonstrated over a 11-year period



Since changing its approach to development, the Village has signed development agreements between 2018 – 2021 that will double the assessed value of the village at build-out.



Our firm conducted all technical plan reviews, including the stormwater management plan, updated standard specifications to set clear expectations for the developers, and review of infrastructure installations onsite to verify things were built according to plan. Our involvement has been critical to achieving long-lasting assets in the village, because the Village “can’t afford to do things twice.”

- Private Well Water Quality and Municipal Water Expansion** – The Village is famous for Lannon Stone, but that same bedrock material allows contaminants to rapidly migrate in the shallow aquifer and has led to E. coli contamination in non-compliant private wells since the 1950s. In 2018, the local elementary school repeatedly tested positive for E. coli and asked the Village to extend municipal water. We quickly designed the extensions and set to work on a plan to expand municipal water to the remainder of the existing village. We completed the study and assisted with funding applications that secured approximately \$8.9 million in grants from the USDA, the CDBG, and public-private-partnership. The project included 16,000 feet of water main, acquisition and upgrade of an additional supply well, upgrades to the existing municipal well, and will deliver water to approximately 70 percent of village residents.
- Stormwater Management Analysis and Design** – The Village first hired our firm in 2008 to provide stormwater quality management planning services to help with Wisconsin Pollutant Discharge Elimination System (WPDES) permit compliance. Our thorough work evaluating the Village’s stormwater system led to achieving a modeled total suspended solids (TSS) reduction of 38.79 percent, far exceeding the State required 20 percent and leaving only a 1.21 percent additional required reduction to be met through best management practices (BMP), should the Village ever be required to achieve a 40 percent reduction. Later in 2010, historic rains caused localized flooding in a residential district. We investigated storm sewer upgrade options to address flooding issues in a portion of the village. Our investigation found the areas poor drainage was the result of an undersized existing storm sewer system. Two options were investigated and presented to the Village for implementation. We designed and managed the construction of approximately 1,500 feet of new storm sewer to replace and upsize old, crushed sewer.
- Joeck’s Park and Schneider Field Improvements** – The Village has a rich baseball history, originating with teams comprised of stone quarry workers. One such quarry donated to improve the baseball complex in the village park to continue a strong local baseball tradition. We provided engineering services to convert a baseball field to a softball field, add a little league field, and replace field lighting on an existing baseball field. The site design for the softball and little league field included field layout, a new walkway between fields, and field drainage. We also provided preconstruction electrical design services for new MUSCO sports lighting systems for each field and renovate the existing electrical services at the village park. Throughout the duration of these projects, we assisted the Village with permit applications, soil boring subcontractors, specifications, and plan sets.



Storm sewer upsizing alleviated flooding.



Joeck’s Park upgrades rekindle a rich baseball tradition in the village.

- **Road Reconstruction and Agency Collaboration** – As part of the municipal water expansion, we designed the rehabilitation or replacement of approximately 16,000 feet of roadways. These improvements were funded in part through a significant grant from the USDA, and addressed several local roads that have not been maintained, beyond crack filling, since 1997. Several of the roads in the village are Waukesha County roads, and we worked collaboratively with the County to identify the scope of road improvements.
- **Wastewater Collection and Intermunicipal Agreement Assistance** – The Village operates a local sewer collection system that discharges into the Lannon Interceptor. The Lannon Interceptor takes wastewater flow from Lannon, Menomonee Falls, Lisbon, and Sussex and discharges to the Sussex wastewater treatment plant. We serve as the *Interceptor Engineer*, helping shepherd the member communities through updating the intermunicipal agreement that updated flow capacity allocations, operation and maintenance cost sharing, and capital improvement cost allocation. We advise the Interceptor Technical Advisory Committee on the maintenance and capital planning for the interceptor pipes and two lift stations.

### General Engineering Services – Oostburg, WI

We have been working with the Village of Oostburg since 2017 when we were hired to review the existing WWTP Facility Plan. We identified an alternate solution that presented a higher return on investment for the Village. We designed, bid, and provided construction services for the \$5.7 million project that finished with -2 percent in change orders – a testament to the value that our quality plans provide. Compared to the industry average change order of positive 5 percent, this saved the Village nearly \$450,000. The following year, we provided design, bidding, and construction services for a utility replacement and road reconstruction project worth \$2.7 million in construction. The project had five bidders that were within 8 percent of each other and under the opinion of probable construction cost – an indication of a detailed bid set without much bidder contingency. The project finished with 0.35 percent change order, saving the Village more than \$80,000 when compared to the industry average of 5 percent.

- **WWTP** – Rather than replacing existing processes with new, larger ones with no redundancy, we developed a plan to rehabilitate existing infrastructure and expand capacity through adding new, smaller components. The result was that the WWTP now has redundancy through the oxidation ditches (one rehabilitated, one new) and clarifiers (two rehabilitated, one new), as well as greater flexibility in operation, should one of these components be down for maintenance.
- **Center Avenue and Superior Avenue Utility Replacement and Road Reconstruction** – The \$2.7 million project was a coordinated effort between the Village, our firm, Dornier, and Sheboygan County. Utility design included new water main, storm sewer, and sanitary sewer. Superior Avenue consisted of full reconstruction with added sawtooth and storm sewer to improve drainage; Center Avenue included a crown shift for a designated parking lane on the north side.



Successful projects providing design, bidding, and construction-related services led to the Village bringing us on as a part of its team.

### Why this Project?

- **Nearby to Fredonia**
- **Same Core Team with Emily Rowntree leading services and Isak Fruchtmann and others supporting**
- **Updated standard specifications to curb the Village's frustration with past development experiences**
- **Assist with new development reviews, including TID projects**



After these two successful projects, the Village reached out to us to put together a standard specification and detail drawings. For years, they had been dealing with premature failing infrastructure because of a lack of standard specifications and construction oversight. Concurrently, they hired us for on-call general engineering services. Since then, we have been assisting with road, stormwater, and drainage design improvements. We have also conducted the Village's biannual PASER submittal to WisDOT, assisted with property owner questions, prepared special assessments, and prepared budget numbers for funding infrastructure improvements.

From prior plan development to detailed plans and specifications, our quality engineering has addressed many challenges for the Village.

### On Call Engineering Services – Greenfield, WI

Our first collaboration with Greenfield was in 2015 when we helped prepared a grant application for the East-West Utility Corridor Bike Path. Since, we have performed on-call general engineering services to assist the engineering department. Some of our responsibilities have included the following program tasks.

- **On-Call Construction Services** – By providing construction observation and administration services for public infrastructure installed for various developments, we are able to give the City peace of mind knowing that its infrastructure is installed in accordance with City standards. Our responsibilities also include providing daily observation reports and photo logs and preparing record drawings at the end of construction.
- **Rehabilitation Programs** – We are assisting the City in developing yearly rehabilitation programs to keep up with its failing infrastructure. For many years, there was no rehabilitation plan, but the City is being proactive now to start addressing these deficiencies.
- **Manhole Assessments** – One of the rehabilitation programs is generated by conducting manhole assessments throughout the city to determine potential rehabilitation methods and a priority ranking for future rehabilitation efforts.
- **Construction Documents** – We have put together a number of construction drawings and specifications for the City. These have included bidding documents for sanitary sewer televising and cleaning, sanitary sewer relays, and manhole abandonments.

### Why this Project?

- **Demonstrates proficiency for maintaining aging infrastructure**
- **Same core team with Phil Bzdusek leading services and Isak Fruchtman and others supporting**





## Village Engineer – Bristol, WI

Since 1994, we have acted as the Engineer for Bristol, first as Town Engineer from 1994-2009, then as Village Engineer from 2009 to present. We have assisted with boundary agreements with its neighbors, the City of Kenosha and Village of Pleasant Prairie. We have analyzed, planned, and designed modifications to its water and wastewater systems. In various areas of the village, we helped design infrastructure: roads, sewer, water, storm sewer, and detention basins. We have helped develop the stormwater and erosion control ordinances. When developments are designed by developers, we review the plans and specifications to conform with Village ordinances. We have also helped acquire grants to fund projects.

Village staff attest to the value our work brings to the community:

*“Strand has been the Village of Bristol Engineering Firm for over 20 years. They have done outstanding work doing reviews for development as well as [Wastewater] treatment Plant expansion, Park Planning, Storm Water utility development, TID district development, and developed a municipal well and Water Tower for the Village. Emily Rowntree has been instrumental [and] attentive to details of this work and keeping the Village in compliance with state Codes and Village ordinances. We highly recommend their services.”*

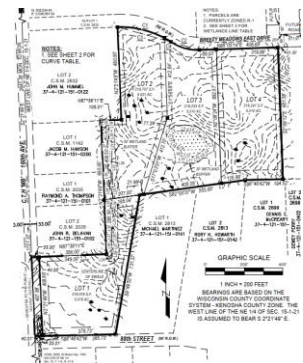
– Randy Kerkman, Village Administrator

The following projects highlight the areas of service for which we have helped Bristol over our nearly 30-year partnership.

- **Ordinance and Development Standards Updates** – Throughout the years, we have assisted the Village in updating its ordinances and developing standards as both State regulations and industry standards have changed. This includes updating stormwater and erosion control ordinances as well as standard specifications and details. This provides clarity to prospective developers when they are in the early stages of planning a development. The clear expectations are then carried through as we review developer plans for approval.
- **Annual Road Certification** – Working with the Village to take advantage of our partnership, we have reviewed proposal/bid documents prepared by the DPW for Bristol’s annual road program. We then assisted the Village in certifying the program as a step for complying with the Local Road Improvement Program (LRIP) that provides partial grants for roadway projects that are part of an approved capital improvement program.

## Why this Project?

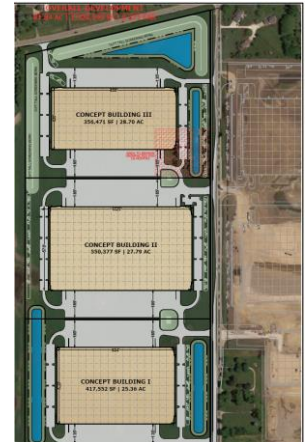
- Similar size to Fredonia
- Demonstrates collaborative partnership with municipal staff spanning nearly 3 decades
- Ben Wood serving as lead engineer with support from Isak Fruchtmann and Emily Rowntree
- Assisting with plan review in the newly created industrial TIF Districts



Even small, four-lot land divisions require adequate access, drainage, and stormwater management.



- Developer Plan Reviews** – Since 2004, the Village has seen an extraordinary increase in residential and commercial site developments because of its proximity to the I-94 corridor between Milwaukee and Chicago. This has included small ‘boutique’ subdivisions that result from simple certified survey map (CSM) land divisions, and range up to platted subdivisions, condominium and apartment developments, commercial establishments, and class A industrial business parks. For each development, we review plans for conformance with state and local requirements, including the Village’s development standards. We review issues of traffic flow, stormwater management, and public infrastructure design. We work in a manner that represents the Village’s best interest to proactively address issues that we feel may lead to premature failure of infrastructure or may result in complaints from neighboring properties or constituents. We advise the Plan Commission and Board on conditions of approval and then work with the Village and developer as they work toward approved engineering plans for construction. While we look out for the Village’s best interests, we also acknowledge how important development is toward expanding the tax base of the community and, therefore, work expeditiously to achieve developer timelines.
- Stormwater Management, MS4 Compliance, and Stormwater Utility Assistance** – The Village is required annual to report on its stormwater management activities to the WDNR. We have assisted in gathering and documenting information in a way that complements the abilities of Village staff to complete the majority of the reporting on their own. Additionally, we completed the stormwater quality modeling and stormwater management plan. This led to the Village’s creation of a stormwater Utility, and we completed the GIS work, parcel analysis, and capital improvement planning to assist in setting sustainable utility rates. Our aptitude for WDNR requirements and funding have helped the Village secure more than \$470,000 in stormwater-related grants that range from stormwater quality modeling, detention pond restoration, to municipal flood control.
- Water and Sewer Utility Services** – Bristol operates three Utility Districts (UD), each in a distinct area of the village. The heart of the village is served by UD1 that consists of a municipal water system and wastewater collection system, including a treatment plant. We have assisted UD1 over the years by completing master plans and studies to help them adequately plan for future development and expansions, while maintaining an appropriate level of service for existing customers. Water projects over the years have included master plans, well rehab, new well design, well water treatment plant, water main replacement, and water tower design. Wastewater projects have included facility plans, operational needs reviews, process improvements, equipment replacements, phosphorus compliance, inflow and infiltration studies, force main replacement, lift station design, and collection system improvements.
- Intermunicipal Agreement Assistance** – The western portion of the village borders the City of Kenosha and the Village of Pleasant Prairie. The proximity to the corridor has led to denser, urbanized, developments that have included residential, commercial, and industrial uses. We assisted the Village in negotiating intermunicipal agreements for each of these areas to be served by a Utility District that is served by the neighboring community. This helped to alleviate the undue burden of redundant infrastructure and long-term maintenance costs by the Village.



Development standards set clear expectations for developers.



Bristol's Well No. 3 was designed to integrate with the character of the surrounding community.



## Village Engineer – Shorewood, WI

We first started serving the Village of Shorewood in 2011 and have acted as the Village Engineer since 2019-Present. We have helped the Village plan, setup, and execute multiple infrastructure maintenance and improvements programs, including, but not limited to their water distribution, combined sewer, streets, alleys, sidewalk, street lighting, traffic control, public buildings and parking lots, and park infrastructure systems. In addition, we provided services such as reviewing private development drawings and utility permit applications, completing miscellaneous site surveys, attending Village Board and public information meetings, and capital improvements and budgetary plans.

- **Road Reconstruction Program (2016 and 2020)** – The 2016 and 2020 Road Reconstruction

Programs aimed at improving local, deteriorating roadways throughout the village. We aided the Village in design, bidding, and construction-related services. In addition to the road reconstruction, we helped prioritize improvements to other aging and failing infrastructure within the project areas,



Communication and thorough documentation resulted in the project being completed on time and under budget.

including street lighting, curb ramps, and water main, lead water services, and storm sewer utility replacements. We designed a new vertical profile to improve drainage and added catch basins at strategic locations and pedestrian ramps to meet Americans with Disabilities Act (ADA) requirements at every intersection in the project area. We proactively communicated with residents during construction to minimize staff time required for the project through one-on-one onsite meetings, weekly updates posted on the Village's website and emailed to interested property owners and phone calls.

- **Sidewalk Program (2019 and 2021)** – The 2019 and 2021 Sidewalk Programs included the grinding and replacement of sidewalk throughout the different quadrants of the village to replace aging infrastructure and remove tripping hazards. We helped execute these projects from design through construction. During design, we aided the Village in assembling criteria for potential sidewalk grinding and replacement, which was approved by the Village Board. We used the approved criteria to identify sidewalk to be ground or replaced during construction. In addition to standard construction-related services, we documented sidewalk replacement quantities to individual properties so the Village could properly special-assess homeowners for the completed work. We provided proactive, on-going communication with residents so Village Staff could continue to serve the Village with minimal distractions.

- **Alley Maintenance Program (2017)** – We help with design, bidding, and construction-related services for the Village's first Alley Maintenance Reconstruction project. We developed a design that maintained proper longitudinal drainage for the length of the driveway and proper slopes to garage aprons. To facilitate construction, we developed cross sections at a frequency to provide sufficient detail for completing the construction through the narrow corridors. Project construction was completed with only minor adjustments to plan quantities, resulting in a project completed under budget.

## Why this Project?

- Same Team as proposed for Fredonia
- Helped to plan long-term CIP needs to minimize surprises to Village budgets
- Saved the Village over \$1M re-analyzing past approach to sewer capacity issues.



Shorewood's infrastructure management planning was balanced to prioritize need and value.



- **Private Property Rehabilitation Program (2019)** – The 2019 Private Property

Lateral Rehabilitation Program included the lining of aging clay sanitary laterals via cured-in-place pipe (CIPP) lining systems. We provided design, bidding, and construction-related services to aid the Village in the completion of this project. Construction-related services included early and regular communication with residents, coordination with MMSD, and construction observation to determine that the work conformed to the contract documents. The contractor's scope of work in this



Early and frequent communication resulted in the project being executed with minimal stress to homeowners.

project included the installation of vac-a-tees adjacent to each property's foundation wall, installing a CIPP liner accessed via the vac-a-tee, pretelevising and post-televising, and restoration. This project was executed smoothly from design to completion, with minimal burden to residents and Village staff.

- **Southeast Area Combined Sewer Improvements (Present)** – Shorewood's Southeast Area Combined Sewer Improvements project is a three-phase plan that involves the installation of a large diameter combined sewer or relief sewer infrastructure. The relief sewers convey combined sewage, but run parallel to existing combined sewers, to provide additional relief capacity to reduce the risk of basement backups. As part of preliminary design, we identified three alternate routes that leave the existing pipes in place and add a new relief sewer that yields the same carrying capacity as the recommended plan completed by others, while improving constructability, reducing replacement of large diameter combined sewer pipe, and eliminating tunneling, and, ultimately, significantly reducing project costs. The first phase of the project is set to be constructed in 2023, with the next phases following in 2024 and 2025. As part of the design effort, we also evaluated opportunities to incorporate green infrastructure into the project and potential funding mechanisms for the green infrastructure installation.

### Water Utility Study, Design, and Construction Services – West Bend, WI

Our firm has been assisting the West Bend Water Utility with since 1998. Projects have spanned an array of on-call support to site specific well facility improvements, to treatment and technology upgrades.

- **PFAS Treatment Evaluation and Design** – The Utility participated in voluntary PFAS testing in 2022 and found measurable amounts of PFAS at the Well 4, 11, and 12 sites. Our firm was able to conduct an initial evaluation of current regulatory requirements and evaluated various treatment technologies, including granular activated carbon, ion exchange, and reverse osmosis. The selected alternative was to centrally treat PFAS and remove air stripper equipment and replace the treatment process with activated carbon pressure vessels. Services included multidiscipline design as well as agency approvals through the Public Service Commission and the WDNR.
- **SCADA Improvements** – We assisted the Utility over the years in maintaining a robust, modern, and secure communication network. This includes the supervisory control and data acquisition system. We provided the radio path studies, alternatives analysis, and communication infrastructure design.
- **Well House Facility Improvements** – We assisted with multiple well facility evaluations and upgrade designs, including Well Nos. 5, 6, 7, 8, 9, 10, 11, 12, and

### Why this Project?

- Nearby to Fredonia
- Groundwater system with elevated storage
- Involvement from Ben Wood
- Completed multiple well facility upgrades



13. Some of these have focused on security upgrades, while others have included full construction of well, facility, and treatment equipment.

- **Storage Inspections and Rehabilitation** – Water storage inspection and rehabilitation has been completed for multiple West Bend storage facilities, including the review of cellular tower additions. A recent example is the Summit Avenue Elevated Storage Tank that is the only elevated storage tank in the East Pressure Zone, making it critical to distribution system operation. We completed a tank inspection and observation report to assess the condition of the facility. This effort identified necessary rehabilitation improvements and associated costs for a full repaint of exterior and interior wet surface with spot preparation and painting in the interior dry surface. Other minor improvements included new painter's hatch, gaskets, repairs to cathodic protection equipment, and new insulation and jacketing on the riser pipe.



Our services have included water storage tank inspections and review of mobile cellular carrier equipment upgrades to verify that the Village receives long-lasting infrastructure.



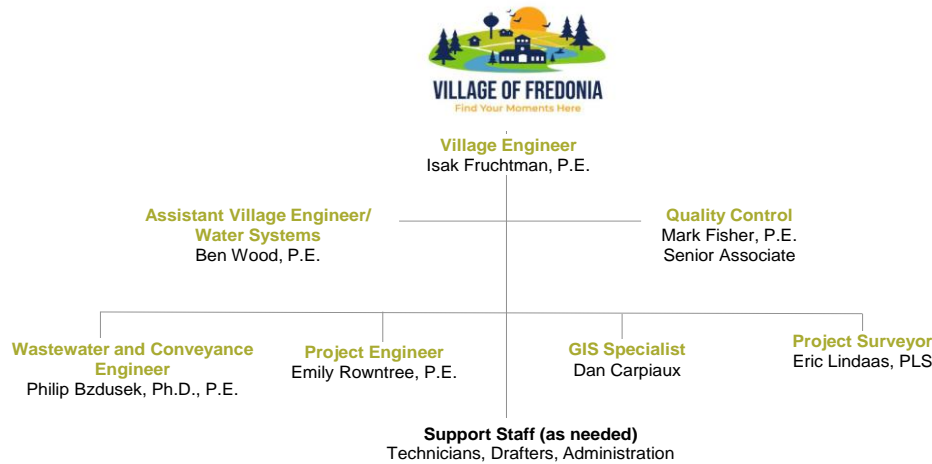


# Project Team

## Expectations are Met by Committed, Responsive Team with Excellent Record in Fredonia

This section provides information on the experience and designated responsibilities of the engineers and staff who will lead our project team. We pride ourselves on following through on our commitments and keeping delivering on our promises. **Isak Fruchtman** will be the lead point of contact and will manage our services to support the Village's needs. Isak will be supported by **Ben Wood** and **Phil Bzdusek**, *both of whom have a proven record of serving Fredonia over the last 9 years*. Together, this team has delivered on-call services and specialty projects to many communities in Southeastern Wisconsin. Resumes are included at the end of this section.

This team has been structured to keep pace with the Village through expert project management, responsiveness, and consistency through all project phases.

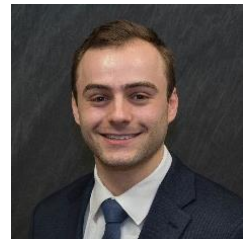


### Village Engineer

**Isak P. Fruchtman, P.E.**, will serve as the Village Engineer and lead our team as we provide responsive, expert services to the Village. Isak has served in our Milwaukee Office since graduating with his Master of Science from UW-Madison in 2018. He brings experience in municipal utility and roadway design, civil site plan review, stormwater management planning, and construction observation. He has multiple years of geographic information system (GIS) experience and is highly knowledgeable in map data creation and conversion, coordinate system design, and spatial analysis. This will help the Village to effectively communicate infrastructure plans and development needs.

Isak currently serves the Village of Lannon and the Village of Shorewood as their assistant Village Engineer as part of our team. He has advised several municipalities through more than 20 private developments valued at more than \$200 million, including residential, commercial, and industrial developments. This experience ranges from developer agreement and site plan review through construction. Municipal clients have benefited from his involvement in each phase to see that intended plans are followed through on.

Isak's additional experience includes lead field engineer for several projects, including the Village of Shorewood's \$2.7 million 2020 Road Program project and Village of Lannon's \$5.5 million 2021 Water Main System Extension. Isak has an extensive background with stormwater management plan updates for the City of Sheboygan, City of Portage, and, currently, the City of Sheboygan Falls, where he helped secure approximately \$85,000 in grant monies to be 50 percent funded by the WDNR. All this field, design, and planning experience will aid in better informed recommendations for advising the Village.



Isak understands the dedication and responsiveness necessary to help the Village seize immediate opportunities. His breadth of experience ranges from plan review, planning, design, and construction to provide long-term value from projects.



### Assistant Village Engineer/Water Systems

**Ben Wood, P.E.**, will serve as Assistant Village Engineer and will also lead Drinking Water System needs. Ben has served in our Milwaukee office in our Municipal and Water Supply Department since graduating UW-Platteville in 2006. He recently completed the Water System Capacity Analysis for the Village of Fredonia. Heading into the project, the assumption of Village staff was that a water tower was needed in the mid-term future. However, the study (completed for a very reasonable \$10,000) proficiently took into account anticipated 20-year growth and identified that the immediate limiting factors in the system were the capacity of the existing booster pumps, leaky water mains, and that a third well may be needed in the 5- to 10-year timeframe. This study was completed in approximately 2 months and demonstrated the value that we provide to the Village to adequately plan for the future while being prepared to support near-term opportunities.

Ben is familiar with the responsiveness and support required to keep pace with Village needs. He has honed this understanding through his role as Village Engineer for both the Villages of Lannon and Bristol, Wisconsin. Ben has dealt with several issues that impact administrators, DPWs, and Board members, giving him the foresight to understand how design decisions can impact clients in their roles. One of his main points of emphasis is that small communities cannot afford to do things twice and they must, therefore, adequately plan and size their infrastructure with the forecasted future needs in mind. He is also adept in the relational aspects of engineering as he is able to communicate technical concepts to the general public as well as elected officials. Ben is an excellent communicator and addresses issues as they arise, keeping projects moving forward and on schedule. Ben has both project and plan development experience for more than a dozen Wisconsin Municipalities.

Ben is active in the AWWA Wisconsin Section where he was honored as the 2009 Young Professional of the Year and received the 2015 Wisconsin Water for the World Volunteer Award, designing and building water systems in rural developing nations. He was also recognized by the American Council of Engineering Companies as one of five National Young Professional of the Year recipients in 2019.

### Wastewater and Conveyance Engineer

**Philip A. Bzdusek, Ph.D., P.E.**, will serve as Wastewater and Conveyance Engineer, a natural progression to his 9 years of experience at the Fredonia WWTP. Phil's emphasis with the Fredonia WWTP has been to identify solutions and process improvements that fit within the capacity of the limited number of staff to operate and maintain, all while meeting new regulatory requirements. As a testament to his level of detail, the Fredonia WWTP construction projects have been completed for less than the bid price. Phil also has expertise sanitary sewer evaluation studies that properly assess the current condition and capacity of the collection system and generate a plan to maintain and rehabilitate the infrastructure. Conducting this analysis can help the Village identify near, mid, and long term needs so the Village can adequately plan.

Phil has also served as Project Manager or Lead Project Engineer for several street and utility projects, including the Village of Shorewood Road Reconstruction projects where he serves as Village Engineer. He has recently assisted the City of Port Washington in completing a detailed analysis of its sanitary collection system to mitigate excessive wet-weather flows. He is also the Project Manager for the Village of Salem Lakes' conversion of several private residences from private grinder pumps to gravity sewer laterals, navigating the nuances of public and private improvements. Phil has completed several award-winning projects, including the recent Marquette Interchange Green Infrastructure Project in Milwaukee.



Ben will bring his familiarity with Fredonia's water distribution system needs. His strong background in developments and TIDs will help the Village realize the return on investment for long lasting infrastructure.



Phil is an exceptionally detailed and skilled engineer and knows the Village well from 9 years of wastewater treatment plant improvements.



### Quality Control Engineer

**Mark A. Fisher, P.E., Senior Associate**, has more than 30 years of experience in the municipal engineering field and will serve as the QC Engineer for our team. Throughout his career, Mark has focused on serving municipal clients with a wide variety of infrastructure needs on both an on-call as well as an individual project basis. This has included projects ranging from street reconstructions to utility replacements in congested urban areas. As a result, he is an outstanding technical resource for our staff.

Mark specializes in street and utility design and construction projects. He currently serves as the City Engineer for Lancaster and Whitewater, Wisconsin, and is an Engineering Consultant for the cities of Dodgeville and Stoughton, Wisconsin. Mark has completed dozens of municipal urban reconstruction projects in numerous communities. His attention to detail in both design and construction issues is a significant asset to the communities he serves.

Mark and the team have worked together often and most recently on street and utility improvements for the Village of Oostburg and interceptor relief sewer design and construction for the Village of Shorewood.



30 plus years of expertise are incorporated into QC reviews at each project milestone and advisory recommendation.

### Senior Project Engineer

**Emily A. Rowntree, P.E.**, will serve as a Senior Project Engineer for the Village. Emily has served as a Project Manager, Project Engineer, and Field Engineer with our firm since 2015. Emily's exemplary performance has led to her being named the Municipal Discipline Coordinator for our Milwaukee Office, where she is responsible for overall performance of each of our municipal projects, including scheduling and budgeting. As the leader of the municipal group, she understands the importance of communication and exceeding expectations. She is very familiar with current standards and practices for underground utilities and sits on the Wisconsin Underground Contractors Association (WUCA) Standard Specification Committee for the 7th Edition of the *Green Book* – Standard Specifications for Sewer and Water Construction in Wisconsin.

Overall, Emily has managed or designed more than \$70 million of municipal infrastructure. Her *boots on the ground* field experience adds to her thoroughness as a designer, as she can spot critical construction issues and account for them in the bidding documents. She has generated numerous sets of drawings, specifications, bid tabs, and permits for the bid development process, specifically for road and utility projects. Emily's expertise is in full project execution, from the initial scope and scheduling, through to bid and construction. This in-depth knowledge and full understanding of the project has translated to clear and concise project drawings and specifications. Her most recent design and construction projects include:

- 3-mile water main and road project – Village of Lannon
- 1.5-mile sanitary sewer and road project – Village of Bristol
- \$14 million water main, sewer and road project – Village of Shorewood
- 3-mile sanitary sewer and road project – Village of Salem Lakes
- Half-mile interceptor sewer and road project – Village of Oostburg
- 5 miles of water main – City of Milwaukee

Emily currently serves as the designated Village Engineer for Oostburg, Wisconsin, where she has led multiple street and utility reconstruction projects as well developer plan reviews. She is excited to assist Isak and the team to see that our engineering services support your pace and needs.



Emily has gained an exceptional level of expertise in her career, as proven by exceptional performance on nearby Village of Oostburg projects.



## Geographic Information System (GIS) Specialist

**Daniel A. Carpiaux** will serve as the GIS Specialist in charge of developing all necessary mapping tools and report products, including the option to create and maintain an online database of Village infrastructure, if the Village desires. Dan has 21 years of experience with the use of various GIS applications. As our firm's Lead GIS Analyst, he has developed and updated utility databases using ArcGIS for many municipalities. Dan was involved in GIS system creation and mapping for WisDOT's Stormwater Mapping and Illicit Discharge Detection project, and has extensive experience with geodatabase design and creation, map data creation and conversion, coordinate systems, GPS technology implementation, 3D modeling, and database design.

Dan's experience includes collecting and obtaining existing mapping and data sources and molding them into a usable GIS format through supporting databases. Dan is also well-versed in ArcGIS, AutoCAD, and Microstation, and has extensive experience using GIS systems to create water models and allocate water system demands accurately across the water model. Dan's public experience as a County Planner and GIS Specialist has strengthened his familiarity with public databases, data sharing, and implementation of GIS systems. His approach provides practical application of GIS including geodatabase design and creation, training and support, and Azteca Cityworks implementation.

## Project Surveyor

**Eric E. Lindaas, PLS** experience includes more than 24 years managing numerous projects in and outside of Wisconsin.

Related duties include surveying municipal streets and wastewaters; reviewing plats, CSMs, and easements; managing topographic surveys; supervising and providing guidance to field staff; performing topographic mapping and staking preparation; working closely with management to develop, track, and maintain project budget scopes and schedules; planning; preparing cost estimates; scheduling survey crews; providing quality control; attending meetings; and preparing final deliverables.

Several Wisconsin communities include:

- Village of Bristol, Kenosha County
- Town of Brookfield, Waukesha County
- Village of Lannon, Waukesha County
- Village of Prairie Du Sac, Sauk County
- Village of Waunakee, Dane County



Dan is our Lead GIS Analyst and has developed and updated utility databases using ArcGIS for many municipalities.



Eric's experience includes more than 24 years reviewing numerous development plats, CSMs, and other legal property description documents in Wisconsin.



# Isak P. Fruchtman, P.E.

## AREAS OF EXPERTISE

- Municipal Engineering
- Stormwater Management
- Utility and Roadway Design, Permitting, and Bidding
- Drafting and Modeling Software
- Construction Observation

## PROFESSIONAL EXPERIENCE

### Municipal Engineering experience:

- Village Engineering Services, Lannon, Wisconsin – Assistance with village engineering services, including development plan review, management of development-related field services, permit review, attending plan commission and board meetings, and other day-to-day needs.
  - OverStone Condominiums Phases 1, 2A, 2B, 3A, and 3B – Plan review and field services.
  - Whispering Ridge Estates North Phases 1 and 2 – Plan review and field services.
  - Rock Pointe Village Apartments Phases 1, 2, and 3 – Plan review and field services.
  - Stonewood Trail Condominiums – Plan review.
- Village Engineering Services, Shorewood, Wisconsin – Assistance with construction and infrastructure management planning and mapping, including roadway, sidewalk, and utility programs.
- Village Engineering Services, Bristol, Wisconsin – Assistance with development plan review.
  - Bristol Highlands Commerce Center – Stormwater and erosion control plan review.
  - Breezy Meadows East Subdivision – Stormwater plan review.
  - Bristol Business Park Lots 2 and 3 – Plan review.
  - Bristol Business Park Phase 2 – Stormwater and erosion control plan review.
  - Bristol Commons – Stormwater and erosion control plan review.
  - Bristol Square – Stormwater plan review.
  - Snow Systems – Stormwater plan review.

### Utility and Roadway Design, Permitting, and Bidding experience:

- County Line Road Utilities, Village of Menomonee Falls, Wisconsin
- Water Main System Extension and Roadway Rehabilitation, Village of Lannon, Wisconsin
- 22nd Avenue Phase III Reconstruction, City of Kenosha, Wisconsin
- Humboldt Boulevard Reconstruction, City of Milwaukee, Wisconsin
- Taylor Drive Reconstruction, Sheboygan County, Wisconsin
- Valmar and Yaws Sanitary Sewer and Sanitary Lift Stations 226, 227, and 228, Salem Lakes, Wisconsin

### Construction Observation experience:

- Lead Resident Project Representative (RPR) for:
  - 2019 Sidewalk Program, Village of Shorewood, Wisconsin
  - 2019 Private Property Lateral Rehabilitation Program, Village of Shorewood, Wisconsin
  - 2019 Lannon Elementary School Water Main Extension, Village of Lannon, Wisconsin
  - 2020 Road Reconstruction, Village of Shorewood, Wisconsin
  - 2021 Water Main System Extension, Village of Lannon, Wisconsin
- Construction observation including water main, water laterals, sanitary sewer, sanitary laterals, cured-in-place pipe lining, storm sewer, grading, proof-roll, road base, concrete pavement, and asphalt pavement.

## YEARS OF EXPERIENCE

4

## YEARS WITH FIRM

4

## EDUCATION

M.S. Civil and Environmental Engineering – University of Wisconsin-Madison

B.S. Civil Engineering – University of Wisconsin-Madison

## REGISTRATION

Professional Engineer in Wisconsin

# Isak P. Fruchtman, P.E.



## **Stormwater Management** experience:

- Stormwater quality management plan updates for MS4 and TMDL compliance, including pollutant load modeling, geographic information systems (GIS) spatial analyses, and 2D flood modeling.
  - City of Portage, Wisconsin
  - City of Sheboygan, Wisconsin
  - City of Sheboygan Falls, Wisconsin
- WDNR UNPS construction and planning grant applications for stormwater management and treatment.
  - Construction of an Underground Wet Pond, City of Monona, Wisconsin
  - Construction of a Dry to Wet Pond Conversion, City of Sheboygan, Wisconsin
  - Purchase of High-Efficiency Street Sweepers, City of Whitewater and Rothschild, Wisconsin
  - Stormwater Quality Plan Update, City of Manitowoc, Wisconsin
  - Stormwater Quality Plan Update, City of Sheboygan Falls, Wisconsin
  - Stormwater Quality Plan Update, Sheboygan County, Wisconsin
  - Stormwater Quality Plan Update, Town of Cedarburg, Wisconsin

## **Drafting and Modeling Software** experience:

- AutoCAD Civil 3D
- MicroStation
- ArcGIS
- GeoHECRAS
- WinSLAMM
- XPSWMM
- HydroCAD

# Ben W. Wood, P.E.

## AREAS OF EXPERTISE

- Municipal Engineering and Planning
- Water and Sewer System Evaluation
- Public Involvement
- Asset Management
- Developer Plan Review
- Pumping, Storage, Treatment

## PROFESSIONAL EXPERIENCE

**Village Engineer** for the Villages of Bristol and Lannon, Wisconsin, for more than 10 years has given Ben first-hand knowledge of what municipal staff engineers face on a daily basis. Ben has developed a compassionate pragmatism to hear out the concerns of residents, identify the true concern, and respond with the proper information or escalate the issue to the municipality appropriately.

**Multiple Municipal Plan Commission, Public Works Committee, Board, Public Hearings, and Public Information Meetings** for several municipalities in southeastern Wisconsin related to roadway reconstruction, municipal water, municipal sewer, storm sewer and green infrastructure, ordinance amendments, funding, planning, and developer plan review.

**Pipeline Replacement Planning, Cities of Fond du Lac and Ashland, Wisconsin** – Physical water main data and historic break records were compiled into a GIS database that was able to be analyzed in hydraulic modeling software. Physical data was statistically analyzed against breakage records. Failure predictions were made for each segment and were used to forecast investment needs and develop a replacement prioritization directory. The database was converted into a color-coded map that prioritizes water main replacement needs based on pipe condition, performance, criticality to the system, pavement condition, and roadway maintenance schedules.

**Force Main Condition Assessment, Dubuque, Iowa** – Strategically planned a customized desktop risk assessment based on performance data, land use, record drawings to evaluate the consequence and likelihood of failure. This helped the utility prioritize phasing of replacements to match availability of funds and generate concise recommendations easily understood by elected officials.

**Water Distribution System Studies and Master Plans** for the Cities of Ashland, Fond du Lac, New Berlin, Oak Creek, and Waukesha, the Town of Brookfield, and the Village of East Troy, Wisconsin; the Cities of Belvidere, Lockport, Hoffman Estates, Illinois, and the Cities of Fairmont and Morgantown, West Virginia. Tasks included capacity analysis, demand projection, field testing of hydrants and pumps, water sample collection, distribution system modeling and calibration, capital improvement modeling, optimization, recommendations, and planning; pressure zone boundary alterations, and new pressure zone planning.

**Joint Water and Sewer Master Plan, Pewaukee, Wisconsin** – The City of Pewaukee had concerns about sanitary sewer system capacity and wanted to address those concerns in a coordinated manner with existing conditions and the need to serve future growth. Similarly, the City wanted to verify the capacity of its water distribution system. The ultimate goal was to develop a long-term, comprehensive capital improvement plan so that the City and its leaders could confidently respond to growth opportunities and make decisions that accounted for multiple objectives.

**Water Supply Design** for Morgantown and Fairmont, West Virginia; Paintsville, Kentucky; Decatur and Rockford, Illinois; the Town of Brookfield, City of Fond du Lac, Village of Menomonee Falls, and the North Shore Water Commission, Wisconsin. Design has included yard piping and valving, chemical feed system, rapid mix basin, flocculation basin, sedimentation basin, membrane filtration, sludge removal, chlorine contact clearwell, radium removal, iron removal, pumping station, water transmission main, ground level reservoir, and elevated storage tank design, as well as preliminary design studies and hydraulic evaluations.

## YEARS OF EXPERIENCE

16

## YEARS WITH FIRM

16

## EDUCATION

B.S. Civil Engineering – University of Wisconsin-Platteville, 2006

Leadership Institute of the American Council of Engineering Companies – Wisconsin Chapter, 2016

## REGISTRATION

Professional Engineer in Wisconsin

# Ben W. Wood, P.E.



## PRESENTATIONS

(Partial Listing)

- *3-D Design of Water Facilities*, WI-AWWA, 2017 Annual Conference
- *Pressure Pipe Condition Assessment*, WI-AWWA, 2016 Annual Conference
- *Demand Forecasting*, WI-AWWA, 2016 Annual Conference
- *Force Main Assessment Overview*, Milwaukee Metropolitan Sewerage District Annual CMOM Conference (2016)
- *Approaches to Pipeline Replacement Planning*, WI-AWWA, 2015 Annual Conference
- *Chlorine Residual Modeling as Part of a Disinfection Byproducts Compliance Strategy*, West Shore Water Producer's Association, 2013; WI-AWWA, 2014 Annual Conference
- *Determining the Cause of Pressure Anomalies in Waukesha's Central Zone*, WI-AWWA, 2011 Annual Conference
- *Pretreatment Improvements to Recover Membrane Life*, WI-AWWA, 2010 Annual Conference
- *A Pipeline Replacement Model in Wisconsin*, WI-AWWA, 2008 Annual Conference

## PROFESSIONAL AFFILIATIONS

- Wisconsin Section of the American Water Works Association
  - Wisconsin Water for the World Committee Chair
  - Wisconsin Water for the World Volunteer Award, 2015
  - Young Professional of the Year Award, 2009
- American Council of Engineering Companies
  - National Young Professional of the Year Award Recipient, 2019

# Philip A. Bzdusek, Ph.D., P.E.

## AREAS OF EXPERTISE

- Environmental
- Wastewater
- Municipal Engineering

## PROFESSIONAL EXPERIENCE

**Village Engineering Services, Village of Shorewood, Wisconsin** – Currently serving as Village Engineer for the Village of Shorewood. Phil is managing a wide array of projects, including collection system projects, stormwater projects, and facilities projects. Similar to the watercourse on-call contract, and continually coordinating with team members to deliver excellent service on a wide variety of projects.

**General On-Call Services for Watercourse Facilities (TS-2642), Milwaukee Metropolitan Sewerage District (MMSD)** – Contract Manager for the MMSD Watercourse On-Call contract since 2017. Projects have included demolition of structures in the flood plain, contaminated soils remediation, invasive species management, groundwater sampling, and channel rehabilitation. Phil works with internal staff and subconsultants to complete the projects on an on-call basis.

**Basin SH5001 Street and Utility Improvements, Village of Shorewood, Wisconsin** – Project Manager and Project Engineer for design and construction of approximately 2,500 linear feet of street reconstruction, more than 3,500 linear feet of 18-inch diameter sanitary sewer, spot water main replacement and 685 feet of storm sewer installation. The project also included two diversion structures used to divert wet weather flows to overflow locations during extreme rain events. The project required extensive coordination with local utilities and agencies.

**2016 Road Reconstruction Program, Village of Shorewood, Wisconsin** – Project Manager for design of 3,550 linear feet of urban roadway reconstruction. Project included a new vertical profile to improve drainage, addition of catch basins at strategic locations, pedestrian ramps to meet ADA requirements, storm sewer replacements, installation of 2,700 feet of water main and replacement of 51 water service lines.

**Sherman Road Interceptor and Water Main, Village of Jackson, Wisconsin** – Project Engineer for the survey, design, and preparation of drawings for 7,500 feet of 8-through 18-inch interceptor sewer and 9,500 feet of 12-inch water main. Performed on-site, full-time Resident Project Representative (RPR) duties during construction and testing.

**Stanley Drive Infrastructure Improvements, Village of Menomonee Falls, Wisconsin** – Project Engineer for the design and preparation of drawings for 600 feet of 8-inch water main, streambank restoration, and roadway reconstruction. Performed on-site, full-time RPR duties during construction and testing.

**Wastewater Treatment Plant (WWTP) Upgrades, Village of Oostburg, Wisconsin** – Project Manager for upgrades to the WWTP including raw wastewater pumping, biological treatment with an oxidation ditch, additional of a final clarifier and associated pumps, and biosolids dewatering with a screw press. A new SCADA system was also developed as part of the project.

**Sludge Storage, UV Disinfection, and Grit Removal, Village of Fredonia, Wisconsin** – Project Manager for construction of a new sludge storage tank and mixing system, UV disinfection system to replace the existing sodium hypochlorite system, and vortex grit removal to replace the chain and bucket grit removal system.

**WWTP Improvements, City of Athens, Ohio** – Project Manager and Project Engineer for the process design and construction administration of WWTP improvements including new mechanical fine screen and wash press, grit removal, primary and final clarifiers, UV disinfection, septage receiving, odor control

## YEARS OF EXPERIENCE

17

## YEARS WITH FIRM

17

## EDUCATION

B.S. Civil Engineering – University of Wisconsin-Milwaukee, 2002

M.S. Engineering – University of Wisconsin-Milwaukee, 2003

Ph.D. Engineering – University of Wisconsin-Milwaukee, 2005

## REGISTRATION

Professional Engineer in Wisconsin, Illinois, and Ohio

# Philip A. Bzdusek, Ph.D., P.E.



and site improvements. Completed pump hydraulics, piping layouts, equipment layout, and site work for various components of the project.

## **Combined Sewer Overflow Long-Term Control Plan (LTCP) Des Plaines River Tunnel, City of Joliet, Illinois – Project**

Engineer for design of a wet weather screening facility, dry weather siphons, wet weather tunnel, wet weather pumping station, inlet and outlet siphon control structures and piping. Completed piping and pump hydraulics, screen evaluation, and site work for the project.

## **Fox River Water Pollution Control Facility Screen Replacement Project, City of Brookfield, Wisconsin – Project Manager for**

the planning and design of the Screen Replacement project. Project Engineer for the process design including replacement of two mechanical fine screens, two grit classifiers, and two explosion proof samplers. Completed hydraulics and equipment layouts.

## **Fox River Water Pollution Control Facility Solids Thickening and Deep Bed Filtration, City of Brookfield, Wisconsin – Project**

Engineer for the process design of two gravity belt thickeners, four sludge feed pumps, five thickened sludge transfer pumps, and mannich and emulsion polymer systems. Completed pump hydraulics, piping layouts, and gravity belt thickeners polymer system layout, the project included the solids thickening operation.

## **TIF 2 Detention Pond Design, Village of**

**Hartland, Wisconsin** – Project Engineer for the design and preparation of drawings for a 2-acre wet detention basin that included pervious pavement, and vegetated and nonvegetated streambank erosion control. Performed on-site RPR duties during construction.

## **PROFESSIONAL AFFILIATIONS**

- American Society of Civil Engineers – Member
- Water Environmental Federation – Member

# Mark A. Fisher, P.E.

## Senior Associate

### AREAS OF EXPERTISE

- Municipal Engineering
- Water Distribution Systems
- Street and Utility Design and Construction
- Wastewater Conveyance

### PROFESSIONAL EXPERIENCE

**Municipal Engineering** experience includes street and utility design, construction observation, and contract administration; stormwater management studies; bike path design and construction; easements; site design; survey work; grant administration; and subdivision reviews. Area of specialty includes street and utility reconstruction projects in congested urban environments. Serves as City Engineer for Lancaster and Whitewater, Wisconsin, and is a municipal consultant for two other cities.

**Business Park Development** experience includes planning, design, construction observation, and contract administration for projects in Whitewater, Lancaster, and Darlington, Wisconsin.

**Wastewater Conveyance** experience includes sewer service planning studies for areas up to 2,600 acres. Design experience includes intercepting sewers, pumping stations, force main, and regulatory approvals. Led project team on fast-track design of sanitary sewers and pumping stations to serve approximately 1,000 homes in an unsewered subdivision. Construction experience includes contract administration and construction observation of interceptors and pumping stations.

**Water Distribution System** experience includes computer modeling of existing distribution systems and proposed system improvements, including elevated tanks, multiple pressure zones, and booster pumps as well as construction observation for water main installation and booster pumping station construction.

**Construction Administration** experience includes work on general municipal projects and wastewater treatment facilities.

- **Downtown East Gateway Reconstruction – Whitewater, Wisconsin** – Project Manager for \$2.4 million reconstruction near the city's historic downtown area. Infrastructure included utilities, storm sewer, street construction/realignment, street lighting, streetscaping, and a railroad crossing. The project is located near Cravath Lake and Whitewater Creek, which required extensive interaction with regulatory agencies.
- **Lake Como Sanitary District, Wisconsin** – Led the fast-track design of new sewer and water systems for a 1,000-home subdivision with failing well and septic systems on the shores of Lake Como. This \$25 million project included several miles of sanitary sewer and water main, four pumping stations, well and water treatment facility, and office building.
- **Bee Branch Channel Restoration – Dubuque, Iowa** – Team resource and Quality Control Engineer for the Bee Branch Channel Restoration project in Dubuque. This multiphase project, valued at more than \$40 million, will provide flood mitigation in a heavily urbanized part of the city by removing dozens of homes and recreating a natural channel with environmental and recreational amenities. Extensive channel grading required significant utility relocations.

### YEARS OF EXPERIENCE

32

### YEARS WITH FIRM

32

### EDUCATION

B.S. Civil Engineering –  
University of Wisconsin-  
Platteville, 1990

### REGISTRATION

Professional Engineer in  
Wisconsin



# Mark A. Fisher, P.E.

## Senior Associate



- **Lick Run Valley Conveyance System Design – Metropolitan Sewer District of Greater Cincinnati, Ohio** – Mark is providing quality control services for the channel and utility construction components for the design of this wet-weather control and stormwater conveyance project. This project serves as an alternate approach for CSO control within the Lick Run watershed and includes approximately 10 miles of storm sewer conveyance facilities, 1 mile of restoration to the historic Lick Run corridor and use of stormwater green infrastructure techniques.
- **Green Ambassador Urban Agriculture Design – Northeast Ohio Regional Sewer District, Cleveland, Ohio** – Providing quality control services for the stormwater conveyance system for the Urban Agriculture project in Cleveland. Project components include storm sewer, bioretention basins, and rain gardens. This project uses green infrastructure for CSO control, per the Consent Decree.

### PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers



# Emily A. Rowntree, P.E.

## AREAS OF EXPERTISE

- Municipal Discipline Coordinator
- Geometric and Roadway Design
- Construction Observation
- Village Engineer
- Civil Site Planning
- Utility Design
- Permitting

## PROFESSIONAL EXPERIENCE

**Municipal Discipline Coordinator** for the Milwaukee office. Responsibilities include overseeing overall performance of everyone of our municipal projects, including the project's schedule, budget, and goals.

**Village Engineer** for the Village of Oostburg and assists with Village Engineer duties in the Village of Bristol and Village of Lannon. Services included design, management, and field activities for all aspects of day-to-day Village needs as well as specialized projects.

### Utility Design experience:

- Distribution water main design for:
  - Milwaukee Water Works, Wisconsin
  - Sheboygan Water Utility, Wisconsin
  - Oak Creek Sewer and Water Utility, Wisconsin
  - Village of Bristol, Wisconsin
  - Village of Lannon, Wisconsin
  - City of Madison Water Utility, Wisconsin
  - Village of Oostburg, Wisconsin
  - Village of Menomonee Falls, Wisconsin
  - City of Hartford, Wisconsin
  - City of Liberty, Wisconsin
- Transmission water main design
  - Niles Water Commission – Morton Grove, Illinois
- Force main design
  - Village of Menomonee Falls
  - Village of Bristol
  - Sealy, Texas
- Sanitary sewer design and rehabilitation for:
  - Village of Oostburg, Wisconsin
  - Racine Utilities, Wisconsin
  - Village of Menomonee Falls, Wisconsin
  - Village of Shorewood, Wisconsin

### Geometric and Roadway Design experience:

- Alignment, profile design and modeling for:
  - Sheboygan County, Wisconsin
  - Town of Lisbon, Wisconsin
  - Town of Brookfield, Wisconsin

- Village of Roscoe, Illinois
- City of New Berlin, Wisconsin
- Village of Oostburg, Wisconsin
- Town of Brookfield, Wisconsin

### Civil Site Planning experience:

- Utility, grading, ordinance review and site plan design for:
  - McCain Foods, Plover, Wisconsin
  - UAS Labs, Deforest, Wisconsin
  - Crane Composites, Joliet, Illinois
  - Nestle´ Purina, Fort Dodge, Iowa
  - Nestle´ Franklin Park, Illinois
  - Industrial Park, Waterford, Wisconsin

### Permitting experience:

- Stormwater and erosion control permitting for municipalities, counties, and MMSD.
- Permitting through the WDNR including sewer extensions, water main extensions, construction and stormwater management, wetland, dredging, and hydrostatic test water.
- Right-of-way permitting
- PSC applications

### Field experience:

- Construction Project Manager for:
  - Village of Lannon, Wisconsin
  - Village of Oostburg, Wisconsin
  - Village of Bristol, Wisconsin
  - City of New Berlin, Wisconsin
  - City of Kenosha, Wisconsin
  - Village of Menomonee Falls, Wisconsin
- Resident Project Engineer on more than \$100 million of road and utility construction projects.

## PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers

## PROFESSIONAL COMMITTEES

- Standard Specifications for Sewer and Water Construction in Wisconsin

## YEARS OF EXPERIENCE

7

## YEARS WITH FIRM

7

## EDUCATION

B.S. Civil and Environmental Engineering – University of Wisconsin-Madison, 2015

## REGISTRATION

Professional Engineer in Wisconsin

# Daniel A. Carpiaux

## GIS Analyst

### AREAS OF EXPERTISE

- Geographical Information Systems (GIS)
- Project Management
- Surveying

### PROFESSIONAL EXPERIENCE

GIS experience includes use of ArcGIS, AutoCAD, and GPS technologies for data analysis and facilities management as follows:

- **Developed long-range plans, goals, objectives and priorities** to improve GIS operational efficiency and effectiveness for numerous clients throughout the Midwest.
- **Implemented Azteca's Cityworks** asset management utility software application on SQ Server 2007 for the City of Seymour, Indiana, and Waupun Utilities.
- **Edited and reconciled digital data** to match client specifications: utilized custom menus, applications, and GIS software. Actively participated in prototype development and implementation of the company's quality control/data reconciliation application design and process for Henrico County, Virginia.
- **Analyze/consult GIS needs** and business requirement for clients to determine proper technical solutions.
- **Supervised GIS projects** and personnel internally at Strand and externally for clients.
- **Designed, created, and maintained datasets** in enterprise, personal, and file geodatabases for numerous clients.
- **Responsible for coordination of mobile mapping applications** (GPS and ArcPad/TerraSync) and field inspections (Outfalls, Poles, Manholes, Trees)
- **Designed and developed GIS Desktop Applications** using VB.NET, VBA, and ArcObjects.
- **Various types of mapping/analysis in the ESRI® ArcGIS environment**, including crimes, transportation/addressing, planning, utilities, and demographics.

GIS projects include:

- GIS Implementation and website – Prairie du Sac, Wisconsin
- GIS Implementation and website – Viroqua, Wisconsin

- GIS Creation and Web Hosting Services – East Troy, Wisconsin
- GIS Design and Implementation – Waupun, Wisconsin
- GIS Services – Lake Mills, Wisconsin
- Development of New GIS for Sanitary Sewer and Water System – Parkersburg Utility Board, West Virginia
- Facilities Planning and Maintenance of Sanitary Sewer Collection System Using GIS-Based Asset Management and Flow Modeling Software – Seymour, Indiana
- Water Supply and Distribution System Study-Galena Territories – Utilities, Inc. – Galena, Illinois
- GIS Storm Sewer System Mapping – Sterling, Illinois

**Computer software** experience includes ArcGIS, AutoCAD, MicroStation, SQL Server, VB programming, TerraSync, ArcPad, 3D modeling and rendering, and Access Database creation and manipulation.

### PROFESSIONAL AFFILIATIONS

- Wisconsin Land Information Association
- ESRI Wisconsin User Group

### YEARS OF EXPERIENCE

21

### YEARS WITH FIRM

17

### EDUCATION

B.S. Urban and Regional Planning – University of Wisconsin-Green Bay, 1997

# Eric E. Lindaas, PLS

## AREAS OF EXPERTISE

- Surveying
- Flood Plain Surveys
- Project Management
- County PLSS Remonumentation
- WisDOT/Municipal Inspections
- WisDOT/Municipal Survey Design

## PROFESSIONAL EXPERIENCE

### (Project experience prior to Strand)

**Survey Project Management** experience includes more than 20 years managing numerous projects in and outside of Wisconsin. Duties include planning, cost estimates, survey crew scheduling, quality control, meetings and final deliverables.

### Project Management

- **USH 41 – Oshkosh to Neenah (Tom Buchholz), WisDOT Corridor Surveyor** – Duties included managing corridor WisDOT survey crews, overseeing all construction staking for 20 miles of main line staking, 16 roundabouts, numerous structures, preparing daily reports, quantities and areas, verifying plan alignment and profiles and onsite survey related issues.
- **Iowa County, WI PLSS monummentation** – Project included reestablishing more than 300 PLSS corners over the eastern two-thirds of the county, establishing county coordinates at each corner, verifying corner locations, updating PLSS corner tie sheets. Duties included cost estimates, project management and quality control.
- **Pepin County Surveyor, Wisconsin (2015-2018)** – Duties included review of all CSMs and surveys being prepared within the county prior to recording.
- **Hillsborough County, Florida Floodplain Survey** – Duties included a multiyear project managing surveying more than 300 cross-sections throughout the county at designated locations, data processing, meetings, and quality control.
- **San Joaquin Valley, California, Army Corp of Engineers** – Project involved placing arial targets throughout the 27,000 square miles of the valley and revisited to establish horizontal and vertical control to later verify seismic shifts.

Duties included scheduling, meetings, and time managing survey crews, data processing, management.

**Right-of-Way Plat** experience includes more than 10 years preparing numerous right of plats in the southwest, southeast, and northwest regions. Including WisDOT TPPs, local government, traditional right-of-way plats and appraisal staking. some of his recent TPP experience includes:

- Allouez Avenue – Wood Gate Trail to USH 141(full reconstruction), Brown County, Wisconsin.
- North Main Street – Goold Street to Melvin Avenue, (full reconstruction, 0.53 miles) – (full reconstruction), Racine County, Wisconsin
- USH 51 – Roby Road to CTH B/AB, (full reconstruction, 4 miles), Dane County, Wisconsin.
- USH 14 – STH 138 to STH 92 (reestablish exiting right-of-way, 4.5, miles), Dane County, Wisconsin.
- USH 14 – CTH MM-CTH M roundabouts, Dane County, Wisconsin.
- CTH NN – Market Street to Bray Road (reconstruction), Walworth County, Wisconsin.

**Inspection** experience includes more than 10 years assisting in inspecting WisDOT and municipal projects and being certified on base aggregate testing (QV). Inspecting duties include mainline earthwork, proof rolls, EBS areas, bridges, borrow pit quantities, concrete placement, mainline asphalt, erosion control and as-builts. Some recent inspection experience includes:

- STH 26 Corridor Expansion – CTH J to STH 89, (4.5 miles), Jefferson County, Wisconsin (WisDOT).
- Michigan Bay Bridge Rehabilitation, Sturgeon Bay, Wisconsin – Door County, Wisconsin (WisDOT).

## YEARS OF EXPERIENCE

23

## YEARS WITH FIRM

2

## EDUCATION

Associate Degree, Civil Engineering Technology – Madison Area Technical College, Wisconsin, 1998

## REGISTRATION

Professional Land Surveyor in Wisconsin

# Eric E. Lindaas, PLS



- Broadway Street – Chaucer Street Reconstruction, – Edgerton, Rock County, Wisconsin (Local)
- STH 11 Reconstruction (2 miles) – Broadhead, Rock County, Wisconsin (Local)

**Surveying and Data Collection** experience includes use of GPS and Total Station equipment to accomplish the following:

- Right-of-way plats
- ALTA surveys
- Flood plain surveys
- WisDOT and Municipal construction staking verification
- Subdivision Plats and CSMs
- Easement Descriptions
- Topographic surveys
- Hydrographic surveys of lake and river bottoms

**Computer-Aided Design and Drafting (CADD)** experience using Civil 3-D, Microstation, Civil 3-D, Trimble Business Center

## PROFESSIONAL AFFILIATIONS

- Member of Wisconsin Society of Land Surveyors

# Proposed Fee Structure

## Transparent Billing Supports Daily Operations and Represents Value

### Contract Structure

Our contract structure is illustrated in the adjacent graphic and is comprised of an overarching Agreement for Technical Services (ATS) and individual Task Orders (TOs). The ATS defines the terms of our overall services, such as standard of care and dispute resolution, but the ATS does not authorize individual tasks or services. Individual tasks and services are authorized only through the individual TOs that define the scope, fee, and schedule for each task. The ATS contains seven pages of General Terms and Conditions that are, however, applicable to each TO. The typical TO contains just 1 to 2 pages focused on scope, fee, and schedule and incorporates the ATS by reference rather than restating the 7 pages of General Terms and Conditions each time.



We already have an ATS in place with Fredonia that will allow us to hit the ground running.

### “What am I Paying for?”

The Village is committed to fiscal responsibility, and engineering fees are an important component of ongoing objectives. We recognize that our bills are reviewed monthly by staff and are subject to Board review. Therefore, we do not bill for any task not authorized. Furthermore, each task is clearly categorized according first to the contracted category. This helps to support staff’s responsibility to assign fees to various budgets. The bill summary is totally customizable to support the Village’s existing processes. This transparent form of billing helps to answer questions that elected officials may have.

### Hourly Rates for Core Services

Current billing rates (applicable through June 30, 2023) for staff anticipated to be assigned to Fredonia are as follows. The typical utilization shown is for general Village engineering-related services. This team is anticipated to deliver our core services, including responding to daily tasks and conducting engineering plan reviews. The staff for other specialized task orders, such street and utility projects, will vary from these utilization rates and is shown in a separate table. This results in what we feel will be an average hourly billing rate of approximately **\$125 per hour** for on-call services.

| Core Service Role                  | Staff                 | Hourly Billing Rate | Utilization for General Services |
|------------------------------------|-----------------------|---------------------|----------------------------------|
| Village Engineer                   | Isak Fruchtmann, P.E. | \$122.01            | 50 - 70%                         |
| Assistant Village Engineer         | Ben Wood, P.E.        | \$169.26            | 5%                               |
| Senior Project Engineer            | Emily Rowntree, P.E.  | \$137.16            | 5%                               |
| Project Engineers                  | Various               | \$105 - \$135       | 20 - 30%                         |
| Office Production Staff            | Various               | \$105.24            | 5%                               |
| <b>Overall Average Hourly Rate</b> |                       | <b>\$125</b>        | <b>100%</b>                      |

### Hourly Rates for Specialty Services

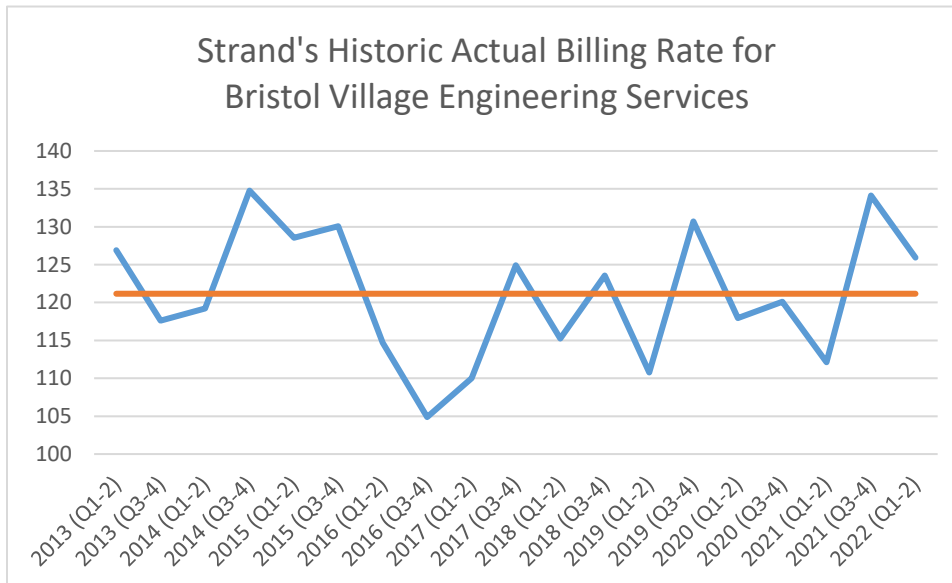
Specialty services shown in the table below are expected to be provided on a negotiated, project-to-project basis through individual task orders. Specialty services may also be utilized as required for daily tasks or plan reviews. For example, should an operation or maintenance question arise related to the wastewater treatment plant, Phil Bzdusek’s expertise will be called upon due to his 9-year history with the plant. Should a plan review require the review of a professional land surveyor, those services will be provided as well.



| Staff Member  | Role                                | Hourly Billing Rate |
|---|-------------------------------------|---------------------|
| <b>Core Service Team – Same Staff from Core Services Above will also Assist on Specific Projects</b>            |                                     |                     |
| Village Engineer  | Isak Fruchtmann, P.E.               | \$122.01            |
| Assistant Village Engineer  | Ben Wood, P.E.                      | \$169.26            |
| Senior Project Engineer   | Emily Rowntree, P.E.                | \$137.16            |
| Project Engineers   | Various                             | \$105 - \$120       |
| Office Production Staff   | Various                             | \$105.24            |
| <b>Key Specialists – Will Supplement the Core Team as Needed for Targeted Expertise &amp; Specific Projects</b> |                                     |                     |
| Phil Bzdusek, Ph.D., P.E.   | Wastewater and Conveyance Engineer  | \$179.73            |
| Mark Fisher, P.E.   | Quality Control Engineer            | \$254.67            |
| Eric Lindaas, PLS   | CSM, Plat, Easement Document Review | \$132.06            |
| Dan Carpiaux  | GIS Specialist                      | \$155.16            |
| Various   | Specialty Engineers                 | \$120-\$250         |
| Various   | Technicians                         | \$90-\$120          |

### Track Record of Delivering *Right-Size* Services Meets Your Needs with Fiscal Responsibility

The chart below demonstrates an example of our historic actual billing rates for on-call Village Engineering services for the Village of Bristol, Wisconsin. Over the last 10 years, our average labor rate billed to Bristol is \$121.16. Interestingly, our average labor rate in the first half of 2022 was lower than it was in the first half of 2013. This demonstrates that we strive to assign the appropriate staff to the appropriate task to honor the financial resources of our client, while still providing excellent services.



**Actual example of a 10-year period of billing rates demonstrates our ability to ramp up or ramp down our services to match the varied needs of the client.**





## Expenses

Our philosophy regarding billing for equipment and direct expenses is to track costs associated with each and bill the client for only those costs attributable to their project or services performed. These types of costs are not part of our overhead and, thus, charged to every client regardless of use, as is the case with some other firms. Costs associated with equipment and expenses required to complete a particular task will be presented in the individual task orders. A full list of equipment rental rates is below.

| Expense Item         | Expense Cost*                               |
|----------------------|---|
| Telephone            | \$0.50 per minute                           |
| Copies               | \$0.15 per copy                             |
| Stakes and Lath      | \$60.00 per bundle (50 pieces per bundle)   |
| Equipment Rentals    | @ cost based on rental rates                |
| Other Consultants    | @ cost                                      |
| Postage/UPS          | @ cost                                      |
| Field Expense        | @ cost based on items used                  |
| Computer Expense     | \$16.00 per hour of utilization             |
| Meals Expense        | @ cost                                      |
| Color Copies         | \$0.75 per copy                             |
| Wide Format Printing | \$0.35 per sq. ft./\$2.05 per sq. ft. Mylar |
| Mileage              | @ \$0.62/Mile                               |

\*A 10-percent markup is added to all expenses.



# References

## References will Attest that We are “Dedicated to Client Success Through Excellence in Engineering”

We have a long history of providing cost-effective engineering to hundreds of communities. This history is a testament to our ability to develop and maintain strong working relationships through excellence in engineering. These individuals had direct involvement in our projects and can give the Village the best assessment of our continuing service.

Through trust, reliance, and professional relationships, clients have enabled us to achieve 76 years of excellence in engineering.

| References  |  |
|---|--|
| <b>Village of Fredonia</b><br><br>John Long<br>Village Trustee & Public Works and<br>Utilities Committee Member<br>262-573-0613           | <b>Village of Lannon</b><br><br>Brenda Klemmer<br>Village Clerk & Treasurer<br>262-251-7690<br><br>Patrick Yates<br>Village Trustee & Special Projects Manager<br>262-613-1729 |
| <b>City of Greenfield</b><br><br>Jeff Katz<br>City Engineer<br>414-939-8322<br><br>Jeff Tamblyn<br>Environmental Engineer<br>414-329-5323 | <b>Village of Oostburg</b><br><br>Greg Lemahieu<br>Utility Supervisor<br>920-946-0952<br><br>Allen Wrubbel<br>Village President<br>920-207-0255                                |
| <b>Village of Bristol</b><br><br>Randy Kerkman<br>Village Administrator<br>262-857-2368   | <b>City of Port Washington</b><br><br>Rob Vanden Noven<br>Director of Public Works<br>262-284-2600<br><br>Dan Buehler<br>WWTP Superintendent<br>262-284-5051                   |
| <b>Village of Shorewood</b><br><br>Leeann Butschlick<br>Director of Public Works<br>414-847-2651  | <b>City of West Bend</b><br><br>Travis Thull<br>Water Utility Manager<br>262-335-5040  |
| <b>Town of Brookfield</b><br><br>Tom Hagie, P.E.<br>Town Administrator<br>262-796-3788  | <b>Village of East Troy</b><br><br>Jason Equitz<br>Director of Public Works<br>262-642-6255  |

## STATEMENT OF NO CONFLICT OF INTEREST

Municipality: Village of Fredonia

Project: Village Engineering Services

We hereby certify that neither we, or any division or subsidiary thereof, have performed work for or provided services to any Developers on any privately-funded development project within the past five years and do not intend to provide services to them in any capacity within the next 24 months.

Dated: 11/17/2022

Firm: Strand Associates, Inc.

By: 

Title: Corporate Secretary

*in the Village of Fredonia*

From the Desk of:

Christophe E. Jenkins

Village Administrator

### **Additional Funds for Truck Purchase**

The Village Board approved the purchase of a new DPW truck at a not-to-exceed amount of \$40k based on Director Paulus' recommendation of value at the December 1<sup>st</sup> meeting. Director Paulus and I watched the final bidding the following Friday and decided to move forward with the final bid price of \$40,500, plus fees of \$3,240 for a total of \$43,740. The additional over the \$40k approved was due to my misunderstanding of the Board's motion – thinking that we had the ability to come back to the Board if the price exceeded. After winning, Trustee Gehrke thankfully reached out with the correction, and I realized the motion I was thinking of was for the other \$40k purchase (well pump upgrade). After found, I connected with Finance Chair Abegglen to address any questions he had.

In the end, we successfully purchased the vehicle and Director Paulus and I feel confident in the purchase despite the bureaucratic mistake. We are asking for approval to fund the remaining of the purchase from ARPA dollars.

**Administration's Recommendation:** Approve

**Fiscal Impact:** \$3,740 from ARPA dollars

Christophe E. Jenkins

Village Administrator

**FIFTEENTH-AMENDED AGREEMENT  
FOR THE OPERATION OF THE  
MID-MORaine MUNICIPAL COURT  
(§66.0301, *Wisconsin Statutes*)**

This Agreement is entered into by and between the City of Cedarburg, Village of Germantown, Village of Grafton, City of Hartford, Town of Hartford, Village of Fredonia, Village of Jackson, Village of Kewaskum, City of Mequon, Village of Newburg, Town of Polk, City of Port Washington, Village of Saukville, Village of Slinger, Village of Thiensville, Town of Trenton, and City of West Bend, Town of West Bend, and Big Cedar Lake Protection and Rehabilitation District municipal corporations organized and existing under the laws of the State of Wisconsin hereinafter called the “Member Municipalities”. The Member Municipalities contract and agree as follows:

1. **GENERAL.** The Municipal Court shall be organized and shall operate pursuant to the *Wisconsin Statutes*, the ordinances adopted by the Member Municipalities, and the terms of this Agreement. In the event of conflicts, the provisions of the *Wisconsin Statutes* shall govern.
2. **ORGANIZATION.** Except for matters required by statutes to be determined by the respective governing bodies of Member Municipalities, the general operation of the court shall be by the Judge and the Court Administrative Committee.
3. **COURT ADMINISTRATIVE COMMITTEE.**
  - (a) **Composition.** The Court Administrative Committee shall be comprised of one representative of each Member Municipality, who shall be appointed by the mayor, president, or chairman of the Member Municipality, subject to confirmation by the municipality’s governing body. In order to assure participation and continuity of representation, each Member Municipality may provide for an alternate representative who shall act on committee matters in the absence of the representative. Neither the representative nor the alternative representative of a Member Municipality shall be a police officer for the municipality or an attorney representing the municipality.
  - (b) **Powers and Duties.** The Administrative Committee shall have general control over the operation of the court, except where such control is specifically granted to the Judge or the governing bodies by statute, in which case the Administrative Committee shall be a recommending agency. The Administrative Committee shall be responsible for the selection of the Clerk of the Municipal Court, subject to appointment by the Judge. The Administrative Committee shall recommend to the governing bodies for determination the salary of the Judge and the number and salary of the Clerks and/or Deputy Clerks. The Administrative Committee shall cause appropriate bank accounts to be established for the deposit of all fees, forfeitures, assessments, and costs paid into the court and shall adopt appropriate accounting procedures to ensure the proper handling of said funds. The Administrative Committee shall, with the assistance of the Clerk and Judge, prepare an annual budget for the operation of the court.
  - (c) **Procedure and Voting.** The Court Administrative Committee shall be governed by *Robert’s Rules of Order Revised*. A majority of the members of the committee shall constitute a quorum. A majority vote shall be required to adopt any motion or resolution.

- (d) **Voting Members.** The duly appointed and confirmed representative or alternate representative of each Member Municipality shall be a permanent voting member of the Court Administrative Committee.
  - (e) **Officers.** The Officers of the Court Administrative Committee shall consist of a President, Vice President, Treasurer and Deputy Treasurer.
  - (f) **Term.** Officers shall serve a term of three years. No member may serve in the same office for more than one term, except the Treasurer and Deputy Treasurer who may serve for two consecutive terms. The term of office of each Officer shall begin on July 1 and end on June 30.
  - (g) **Compensation.** Officers shall serve without compensation.
  - (h) **Nominating Committee.** The President shall appoint a Nominating Committee consisting of three representatives on the Court Administrative Committee. The Nominating Committee shall endeavor to provide at least two candidates for each open seat, except the Nominating Committee need not find two candidates for a seat held by an incumbent that is seeking reelection.
  - (i) **Election of Officers.** Officers shall be elected by the Court Administrative Committee at their Spring meeting.
  - (j) **Vacancies.** Vacancies in any Officer position shall be filled by the Court Administrative Committee. Any person filling an unexpired term of an Officer may serve in that same capacity until June 30 when the term expires.
  - (k) **Duties of the President.** The President shall preside at all meetings of the Court Administrative Committee; perform the duties customary to that office; appoint members of the standing committees; appoint such special committees as are necessary for the proper functioning of the Court Administrative Committee.
  - (l) **Duties of the Vice President.** The Vice President shall act as President in the event of the President's absence or inability to serve and during any period in which the office of President is vacant. The Vice President shall become President after the President's term is completed.
  - (m) **Duties of Treasurer.** The Treasurer shall act as Treasurer of the Court Administrative Committee; perform the duties customary to that office.
  - (n) **Duties of Deputy Treasurer.** The Deputy Treasurer shall act as Treasurer in the event of the Treasurer's absence or inability to serve and during any period in which the office of Treasurer is vacant.
4. **JUDGE'S SALARY.** The salary of the Judge shall be set by a majority of the governing bodies of Member Municipalities of the Court Administrative Committee.



5. COURT PERSONNEL.

- (a) **Clerk.** The selection of the Clerk of the Municipal Court shall be made by the Judge and Administrative Committee. The Clerk must be appointed by the Judge pursuant to *Wis. Stats.* §755.01 and §755.10.
- (b) **Compensation.** The salary and fringe benefits of the Clerk and any other court personnel shall be established by a majority of the governing bodies of Member Municipalities of the Court Administrative Committee after recommendation of the committees.
- (c) **Administration.** The Judge, Clerk and any other court personnel shall be employees of the Municipal Court.

6. FORFEITURES, FEES, PENALTY ASSESSMENTS, AND COSTS. All forfeitures, fees, penalty assessment, domestic abuse assessment, and costs paid to the Municipal Court under a judgment before the Municipal Judge shall be paid to the respective municipal treasurers within seven (7) days after receipt of the money by the Municipal Judge or other court personnel. At the time of the payment, the Municipal Judge shall report to the treasurers the title of the action, the offense for which a forfeiture was imposed, and the total amount of the forfeiture, fees, penalty assessment, domestic abuse assessments, and costs if any. The treasurers shall disburse the fees, costs, and assessment as provided in *Wis. Stats.* §§165.87(2), 167.31(5), 346.655(2), 814.65(1), and 973.055(2). All jail assessments paid to the Municipal Court under a judgment before the Municipal Judge shall be paid to the respective county treasurers within seven (7) days after receipt of the money by the Municipal Judge or other court personnel. The municipal portions of the court costs, as provided in §§814.65(1), shall be maintained in the Municipal Court operational account. Any excess revenue over budgeted expenditures shall be disbursed at the end of the fiscal year. All forfeitures shall be disbursed at least monthly to the Member Municipality for which judgment was entered.

7. BUDGET PROCESS.

- (a) **Time and Approval.** The Clerk and the Judge shall submit a proposed budget to the Court Administrative Committee annually no later than November 15th of each year for the next succeeding year. Approval by a majority of all of the Administrative Committee members shall constitute approval of the budget.
- (b) **Court Costs.** The local share of the court costs required to be collected pursuant to *Wis. Stats.* §814.65(1) shall be applied to the expenses of the court as determined in the budget. The local share shall not be credited to a Member Municipality's account.
- (c) **Expenses.** The net expenses, whether denominated start-up expenses, capital expenditures, operating expenses, or otherwise, and including those charged under ¶5, after application of the local share of court costs, shall be paid by the Municipal Court, which shall in turn charge each of the Member Municipalities its share. Each Member Municipality's share shall be determined as follows:
  - (1) For the year 1991, the shares shall be proportional to the populations of the Member Municipalities as estimated by the Wisconsin Department of Administration for 1989.

- (2) For the year 1992, the shares shall be proportional to the populations of the Member Municipalities as determined by the 1990 federal census.
- (3) For the year 1993, the shares shall be proportional to the populations of the Member Municipalities as estimated by the Department of Administration for 1992.
- (4) For each year thereafter, the total amount of the expenses shall be paid proportional to the number of citations and complaints filed with the court by each Member Municipality during the current calendar year, except as otherwise specifically provided below. All Member Municipalities are required to pay at least 0.25% of the Court's total expenses.
- (5) For the year 1996, the Village of Grafton shall pay 11.54% and the City of Port Washington shall pay 13.61% of the net expenses of the court. Thereafter, the shares of those municipalities shall be determined based on the number of citations and complaints filed as provided above. In addition to the amounts payable under this paragraph, the Village of Grafton shall pay to the court \$4,214.01 in three annual installments of \$1,404.67 each; and the City of Port Washington shall pay to the court \$4,232.67 in three annual installments of \$1,410.89 each. The additional payments shall be made by January 15th of each of the years 1996, 1997, and 1998.
- (6) In addition to the amounts payable under this paragraph, the Town of Erin shall pay to the court \$1,053.65 in three annual installments of \$351.22 each; the Village of Germantown shall pay to the court \$5,265.04 in three annual installments of \$1,755.01 each; the Town of Hartford shall pay to the court \$1,152.32 in three annual installments of \$384.11 each; the Village of Saukville shall pay to the court \$1,333.77 in three annual installments of \$444.59 each; and the Town of Trenton shall pay to the court \$1,381.52 in three annual installments of \$460.51 each. The additional payments shall be made by January 15th of each of the years 1999, 2000, and 2001.
- (7) In addition to the amount payable under this paragraph, the Village of Newburg shall pay to the court \$984.03 in three annual installments of \$328.01 each. The payments shall be made by January 15th of each of the years 2001, 2002, and 2003.
- (8) In addition to the amount payable under this paragraph, the City of Cedarburg shall pay to the court \$6,144.18 in three annual installments of \$2,048.06 each. The payments shall be made by March 15th of each of the years 2003, 2004, and 2005.
- (9) In addition to the amount payable under this paragraph, the Village of Fredonia shall pay to the court \$819.95 in three annual installments of \$273.32 each. The payments shall be made by March 15th of each of the years 2006, 2007, and 2008.
- (10) In addition to the amount payable under this paragraph, the Village of Thiensville shall pay to the court \$2,150.02 in three annual installments of \$716.67 each. The payments shall be made by March 15th of each of the years 2010, 2011, and 2012.

- (11) In addition to the amount payable under this paragraph, the City of Mequon shall pay to the court \$10,780.80 in three annual installments of \$3,593.60 each. The payments shall be made by March 15th of each of the years 2011, 2012, and 2013.
- (12) In addition to the amounts payable under this paragraph, the Big Cedar Lake Protection and Rehabilitation District shall pay to the court \$409.26 in three annual installments of \$136.42 each; the Town of Polk shall pay to the court \$1,961.67 in three annual installments of \$653.89 each; and the Town of West Bend shall pay to the court \$2,377.80 in three annual installments of \$792.60 each. The payments shall be made by January 25th of each of the years 2023, 2024, and 2025.
8. LOCATION OF SESSIONS. Each Member Municipality shall provide a place for the Judge to hold court, or it may authorize him or her to hold court in another Member Municipality at a convenient place. Court sessions shall be held exclusively in each such place at least once monthly and, to the extent reasonably possible, at a convenient time for the Member Municipality bringing the action.
9. CONTRACT ADMINISTRATION AND AMENDMENTS. The affirmative vote of a majority of all the governing bodies of Member Municipalities shall be required to adopt any resolution pertaining to the operation of the court.
10. WITHDRAWAL. Any Member Municipality may withdraw from this Agreement by giving notice in writing to the Judge no later than August 31st of any year. Upon giving such notice, the Member Municipality's participation in the Municipal Court shall terminate at the end of said year.
11. ADDITIONAL MEMBERS. Additional municipalities may become Member Municipalities under such condition as may be determined by the Court Administrative Committee upon approval by the governing bodies of all the existing Member Municipalities.
12. TERM. This Agreement shall terminate as of April 30, 2051 for all Member Municipalities. Upon termination, any surplus of assets over expenses held by the court shall be distributed to the Member Municipalities in proportion to their contributions to the expenses of the court over the life of the Agreement. For purposes of this paragraph, Member Municipalities does not include those who withdraw under ¶10.
13. SURVIVAL OF OBLIGATIONS. The obligation to contribute to expenses under ¶7 and the right to receive distributions under ¶6 shall survive the withdrawal from or termination of the Agreement, except that a municipality which withdraws shall not be responsible for expenses incurred after its withdrawal.

This agreement as amended is effective on January 1, 2023.

**CITY OF CEDARBURG**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], Mayor

Attest: \_\_\_\_\_  
[Name], Clerk

**VILLAGE OF FREDONIA**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], President

Attest: \_\_\_\_\_  
[Name], Clerk

**VILLAGE OF GERMANTOWN**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], President

Attest: \_\_\_\_\_  
[Name], Clerk

**VILLAGE OF GRAFTON**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], President

Attest: \_\_\_\_\_  
[Name], Clerk

**CITY OF HARTFORD**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], Mayor

Attest: \_\_\_\_\_  
[Name], Clerk

**TOWN OF HARTFORD**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], Chairman

Attest: \_\_\_\_\_  
[Name], Clerk

**VILLAGE OF JACKSON**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], President

Attest: \_\_\_\_\_  
[Name], Clerk

**VILLAGE OF KEWASKUM**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], President

Attest: \_\_\_\_\_  
[Name], Clerk

**CITY OF MEQUON**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], Mayor

Attest: \_\_\_\_\_  
[Name], Clerk

**VILLAGE OF NEWBURG**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], President

Attest: \_\_\_\_\_  
[Name], Clerk

**TOWN OF POLK**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], Chairman

Attest: \_\_\_\_\_  
[Name], Clerk

**CITY OF PORT WASHINGTON**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], Mayor

Attest: \_\_\_\_\_  
[Name], Clerk

**VILLAGE OF SAUKVILLE**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], President

Attest: \_\_\_\_\_  
[Name], Clerk

**VILLAGE OF SLINGER**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], President

Attest: \_\_\_\_\_  
[Name], Clerk

**VILLAGE OF THIENVILLE**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], President

Attest: \_\_\_\_\_  
[Name], Clerk

**TOWN OF TRENTON**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], Chairman

Attest: \_\_\_\_\_  
[Name], Clerk



**CITY OF WEST BEND**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], Mayor

Attest: \_\_\_\_\_  
[Name], Clerk

**TOWN OF WEST BEND**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], Chairman

Attest: \_\_\_\_\_  
[Name], Clerk

**BIG CEDAR LAKE PRD**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], Chairman

Attest: \_\_\_\_\_  
[Name], Clerk

The following courses are offered by Moraine Park Technical College virtually or at various locations throughout the State.

**To monitor any changes to this schedule, please go to**

<https://www.morainepark.edu/academics/continuing-education/licensure-and-certificates/water-wastewater-courses-and-certification/wisconsin-water-operator-certification-training-courses/>

**GENERAL INFORMATION:** Contact Ryan St. John at rstjohn@morainepark.edu (920-924-3418).

**REGISTER FOR COURSES:** PHONE 800-472-4554 or 920-924-3207

*\*Note: there may be an additional \$6.00 fee for Student Accident Insurance if this is your first course for the current semester. Fees are approximate; when registering for courses, accurate fees will be given.*

| CRN-Course Number/ Cost               | Date   | Course Title  | Location  | Room Number & Time  | Credits Available   |
|---------------------------------------|--|---|---|---|---|
| CRN 31716<br>527-137<br>\$160.45*     | Jan. 24 & 25<br>2023   | Distribution Certification  | Virtual Via Live Zoom Session   | Virtual<br>8:30am – 3:30pm                                    | 12 CECs Water Only<br>and<br>1 Associate Degree Credit    |
| CRN 40941<br>527-474<br>\$26.02       | Jan. 26<br>2023  | Lime Softening Certification  | Virtual Via Live Zoom Session   | Virtual<br>8:30am – 3:30pm                                    | 6 CECs Water Only<br>And<br>0.15 Associate Degree Credits |
| CRN 31717<br>527-133<br>\$472.35*     | Jan. 31, Feb 1, 2,<br>& 7, 8, 9<br>2023<br><br>Feb. 13<br>2023 | Groundwater Supply<br>& Distribution<br>Certification<br><br>Review | Comfort Suites<br>1951 Bond Street<br>Green Bay<br><br>Virtual Via Live Zoom<br>Session | Room TBD<br>8:30am – 3:30pm<br><br>Virtual<br>8:30am – 3:30pm | 36 CECs Water Only<br>and<br>3 Associate Degree Credits   |
| CRN 31718<br>527-133<br>\$472.35*     | Feb. 14, 15, 16 &<br>21, 22, 23<br>2023<br><br>Feb. 27<br>2023 | Groundwater Supply<br>& Distribution<br>Certification<br><br>Review | Cambria Hotel<br>5045 Eastpark Blvd<br>Madison<br><br>Virtual Via Live Zoom<br>Session  | Room TBD<br>8:30am – 3:30pm<br><br>Virtual<br>8:30am – 3:30pm | 36 CECs Water Only<br>and<br>3 Associate Degree Credits   |
| CRN 31722<br>527-133<br>\$472.35*     | Feb. 28, Mar. 1, 2<br>& Mar. 7, 8, 9<br><br>Mar. 13<br>2023    | Groundwater Supply<br>& Distribution<br>Certification<br><br>Review | CVTC<br>770 Scheidler Road<br>Chippewa Falls<br><br>Virtual Via Live Zoom<br>Session    | Room TBD<br>8:30am – 3:30pm<br><br>Virtual<br>8:30am – 3:30pm | 36 CECs Water Only<br>and<br>3 Associate Degree Credits   |
| CRN 31720<br><br>527-132<br>\$161.95* | Mar. 14, 15, 16<br>2023  | Surface Water<br>Certification                                      | MPTC<br>235 N. National Ave.<br>Fond du Lac   | Room B127<br>8:30am – 3:30pm                                  | 18 CECs Water Only<br>and<br>1 Ass. Degree Credit         |
| CRN 31719<br>527-117<br>\$160.45*     | Mar. 28 & 29<br>2023   | Iron, Zeolite, and<br>VOC Certification                             | Virtual Via Live Zoom<br>Session  | Virtual<br>8:30am – 3:30pm                                    | 12 CECs Water Only<br>and<br>1 Associate Degree Credit    |
| CRN 31721<br>527-137<br>\$160.45*     | Apr. 4 & 5<br>2023   | Distribution<br>Certification                                       | Virtual Via Live Zoom<br>Session  | Virtual<br>8:30am – 3:30pm                                    | 12 CECs Water Only<br>and<br>1 Associate Degree Credit    |
| CRN 31723<br>527-132<br>\$161.95*     | April 11, 12, 13<br>2023                                       | Surface Water<br>Certification                                      | Comfort Suites<br>1951 Bond Street<br>Green Bay   | Room TBD<br>8:30am – 3:30pm                                   | 18 CECs Water Only<br>and<br>1 Ass. Degree Credit         |
| CRN 31724<br>527-117<br>\$160.45*     | Apr. 18 & 19<br>2023   | Iron, Zeolite, and<br>VOC Certification                             | Cambria Hotel<br>5045 Eastpark Blvd<br>Madison  | Room TBD<br>8:30am – 3:30pm                                   | 12 CECs Water Only<br>and<br>1 Associate Degree Credit    |
| CRN 31725<br>527-117<br>\$160.45*     | April 25 & 26<br>2023  | Iron, Zeolite, and<br>VOC Certification                             | Virtual Via Live Zoom<br>Session  | Virtual<br>8:30am – 3:30pm                                    | 12 CECs Water Only<br>and<br>1 Associate Degree Credit    |

**CERTIFICATION EXAM INFORMATION: Wisconsin Department of Natural Resources**

You must register/apply for the WDNR certification exams separately through the WDNR one month prior to the exam date. Details about operator exams can be found at the DNR's OpCert Exams webpage: <https://dnr.wisconsin.gov/topic/opcert/exams.html>.

**Groundwater Supply and Distribution Certification:** Six days are dedicated to training. The seventh day identified is a review day held virtually via Zoom. Login information will be provided by instructor.

**Zoom Sessions:** Registrants for fully virtual courses (does not include Groundwater Supply and Distribution Certification) will be sent login information along with corresponding documents prior to the course start date, via US Mail. If registering with less than 2 weeks prior to the start date or material has not yet arrived within 1 week prior to the start date, please contact Cathy Brendemihl at [cbrendemihl@morainepark.edu](mailto:cbrendemihl@morainepark.edu) or 920-887-4409. Course documents are shared on screen during the course, making participation without documents feasible. Early registration, at least two weeks prior to course start date, is highly recommended.