

**VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022**

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, June 15, 2015 7:00 p.m.

LOCATION: Germantown Village Hall Board Room

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **PRESIDENT'S REPORT**
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST/COMMITTEE REPORTS:**
The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney and Village Clerk.
- VI. **CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:**
Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. (15 minutes)
- VII. **CONSENT AGENDA:**
 - A. Minutes – June 1, 2015 Regular Village Board Meeting
 - B. Accounts payable/payroll
 1. May 2015 Accounts Payable \$ 43,496.79
 2. June 2, 2015 Payroll (hourly) \$ 214,592.27
 3. June 10, 2015 Accounts Payable \$ 400,949.54
 4. June 15, 2015 Payroll (salary) \$ 81,230.11
 - C. Operator Licenses: July 1, 2015 – June 30, 2016
Renewals: Kimberly Anas, Brian Boettcher, Simon Bouwman, Patricia Chastain, Leza Dhein, Mary Erickson, Bonnie Fitzwilliams, Janyce Fossum, Marques Griep, Phyllis Groose, Christine Hellman, Julia Huggler, Jeanine Isaacson, Maranda Kennedy, Amanda Klauer, Carla Klinger, Steve Koenig, Christine Konvalinka, Celena Marcy, Michelle McGrath, Jennifer Meyer, Cynthia Nelson, Justin Nolan, Jill Peters, Jennifer Peterson, Shauna Petri, Dawn Reith, Annette Robenhorst, Wendy Sarwas, Dona Schneidervin, Jay Soni, Debra Sporer, Sara Stevenson, William Stark, Anthony Streng, and Meagan Sumter.

VII. CONSENT AGENDA continued:

New: Tracie Anderson, Brandon Bliesner, McKenna Bushman, Denise Eineichner, Jamie Erickson, Denise Harthun, Ric Kohlbeck, Katelyn Kosmicki, Baltazar Lopez, Katawna Lowe, Maria Phillips, Elizabeth Reilly, Veronica Strassburg, Tyler Warnke, Daniel Weller, and La Tosha Young. [Recommended Approval]

The following items were forwarded from the Public Safety Committee with a unanimous recommendation:

D. Recommended Approval to Grant Request for Replacement for Police Officer Vacancy

E. Recommended Approval to Purchase 14 Squad Computers (Panasonic Toughbook Cf-54) from Baycom at a cost of \$90,425.00 Including Peripherals and Installation with Funds Allocated from Account #40-521-570-8430

All license approvals to be conditional upon compliance of all code violations/requirements and monies owed to the village paid prior to issuance of licenses in addition to any other conditions noted.

F. **Amusement Arcade License Renewals July 1, 2015 – June 30, 2016:**

[Recommended Approval]

1. Barley Pop Brew Haus LLC, d/b/a Barley Pop Pub & Restaurant, N116 W16137 Main Street, 16 devices

2. Bubs on Main LLC, d/b/a Bubs Irish Pub, N116 W16218 Main Street, 16 devices

3. Maple Road, LLC, d/b/a Buzdum's Pub, W188 N10515 Maple Road, 12 devices

4. Eastern Kettle Moraine Moose Lodge, d/b/a E.K.M. Moose Lodge #1238, W198 N10217 Appleton Avenue, 16 devices

5. JK GAM, LLC, d/b/a Gamroth's Kuhburg Junction, W140 N10385 Fond du Lac Avenue, 8 devices

6. Northridge Automotive Enterprises, Inc., d/b/a Ivey's at Main, W157 N11618 Fond du Lac Avenue, 8 devices

7. Robin Bird LLC, d/b/a Sports Corner Bar & Grill, W187 N12793 Fond du Lac Avenue, 13 devices

G. **"Class B" Fermented Malt Beverage and Intoxicating Liquor Licenses – July 1, 2015 – June 30, 2016:** [Recommended Approval]

1. **(Renewal)** Barley Pop Brew Haus LLC, Deborah Reinbold, Agent, 1388 Parkview Dr., Hubertus, WI 53033, d/b/a **Barley Pop Pub & Restaurant**, N116 W16137 Main St., Germantown, WI 53022, (includes Brew Haus and fenced outside extension on north side of building to be open until 10:00 p.m. and outside extension July 4, 2015 from the east end of the building to the western end, all the way to the sidewalk, during the July 4th parade beginning at noon).

2. **(Renewal)** Bubs on Main, LLC, Scott H. Pecor, Agent, 306 W. Ravine Baye, Bayside, WI, 53217, d/b/a **Bubs Irish Pub**, N116 W16218 Main Street, Germantown, WI, 53022.

3. **(Renewal)** Germantown American Legion Post #1, Inc., James A. Heimann, Agent, 2584 Country Aire, Cedarburg, WI 53012, d/b/a **Germantown American Legion Post #1**, N120 W15932 Freistadt Rd, Germantown, WI

VII. CONSENT AGENDA continued:

- H. **"Class A" Fermented Malt Beverage and Intoxicating Liquor Licenses– July 1, 2015 – June 30, 2016:** [Recommended Approval]
1. **(New)** NSM Enterprises LLC, Naseem Abbas, Agent, N114 W15775 Sylvan Cir., #20, Germantown, WI 53022 d/b/a **Willow Creek BP**, W201 N10451 Appleton Avenue, Germantown, WI 53022.
- I. **Class "A" Fermented Malt Beverage Licenses– July 1, 2015 – June 30, 2016:** [Recommended Approval]
1. **(Renewal)** Speedway, LLC, Kimberly L. Doran, Agent, N108 W16526 Carriage Ave., Germantown, WI 53022 d/b/a **Speedway #4465**, W178 N9653 Riversbend Lane, Germantown, WI 53022
 2. **(Renewal)** Speedway, LLC, Mary E. Wicklander, Agent, W226 N7256 Woodland Creek Dr., Sussex, WI 53089, d/b/a **Speedway #4495**, W164 N11233 Squire
 3. Drive, Germantown, WI 53022
- J. **"Class B" Winery License – July 1, 2015 – June 30, 2016:** [Recommended Approval]
1. **(Renewal)** Apple Works Winery LLC, Kevin H. Behnke, Agent, W179 N12536 Fond Du Lac Ave., Germantown, WI 53022 d/b/a Apple Works Winery/Behnke Estates, W179 N12536 Fond Du Lac Ave., Germantown, WI 53022 (Includes an Outside Premises Extension which includes an outdoor patio area and tent until 9:00 p.m.)
- K. Recommended Approval of Application for Amendment of "Class B" Fermented Malt Beverage & Intoxicating Liquor License Outside Premises Extension, Gamroth's Kuhburg Junction, W140 N10385 Fond Du Lac Ave., Germantown WI, 20' x 30' tent, back yard area, southwest of building, June 27, 2015, 2:00 p.m. – 10:00 p.m.

The following items were forwarded from the Public Works Committee with a unanimous recommendation:

- L. Recommended Approval to Purchase a New 3500 Chassis and Dump Body Pickup Truck for the Highway Dept. from Bob Fish for an Amount not to Exceed \$40,563.00 with Funds to be Allocated from Account #40-542-570-8520
- M. Recommended Approval to Purchase a New Dodge Ram 5500 for the Parks Dept. from 5 Corners Dodge for an Amount not to Exceed \$45,693.00 with Funds to be Allocated from Account #40-553-570-8520
- N. Recommended Approval for the Letter Agreement Between the WISDOT and the Village Regarding the Responsive Signal Control Along the CTH "Q" Corridor

VIII. UNFINISHED BUSINESS:

- A. Contract for TID #6 Sanitary and Water Services

IX. PUBLIC HEARINGS – 7:00 P.M. OR LATER: *The purpose of said hearing(s) is to hear any and all parties, their attorneys or agents, for or against the application(s) filed by the petitioner(s).*

X. NEW BUSINESS:

- A. In The Matter Of The Complaint Against: Maple Road, LLC, Holder Of "Class B" Alcohol Beverage Licenses For Buzdum's Pub & Grill, Radomir Buzdum, Agent, Premises At W188 N10515 Maple Road, Germantown, Wisconsin; Hearing Pursuant To Wis. Stat. § 125.12(2) And §§12.02(1) And (12) Of The Municipal Code Of The Village Of Germantown, Wisconsin
 - 1. Rules Of Evidence, Burden Of Proof, Impartial Decision-Maker And Other Procedural Matters.
 - 2. Hearing Pursuant To Wis. Stat. §125.12(2)(B)1. Or 2. And 3.
- B. Action on Buzdum's License (Approval or Non-Renewal) The Village Board May Enter Closed Session During The Meeting Pursuant To Wis. Stat. § 19.85(1)(A) To Deliberate Upon Any Proposed And Submitted Stipulated Disposition And/Or Upon A Failure To Appear Or The Conclusion Of A Hearing To Discuss Its Determination, And To Reenter Open Session At The Same Place Thereafter To Act On Such Matters As Discussed Therein As It Deems Appropriate
- C. **"Class A" Fermented Malt Beverage and Intoxicating Liquor Licenses**
Walgreen Co., Vickie Matt, Agent, 1411 Deer Trail Court, Hubertus, WI 53033, d/b/a **Walgreens #05427**, W156 N11261 Pilgrim Road, Germantown, WI 53022
- D. Acceptance of Temporary Grading Easement from Speedway, Inc., for Riversbend Lane Reconstruction Project
- E. Request Approval of Contract – Epoxy Paint Hydrants
- F. Cost-Sharing Proportions for a Private Property Infiltration/Inflow Project Plan
- G. Contract for Donges Bay Road Construction Inspection

XI. ADJOURNMENT

The next Village Board meeting will be on July 6, 2015 at 7:00 p.m.

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For Additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting.

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
June 1, 2015**

CALL TO ORDER: The meeting was called to order at 7:00 p.m. by President Wolter

ROLL CALL: President Wolter, Trustees Baum, Daniels, Hughes, Kaminski, Miller, Myers, Warren and Zabel. Also present: Administrator Schornack, Attorney Sajdak, Engineer Bischke, DPW Director Ludwig, Bldg. & Hwy Superintendent Olszewski, Fire Chief Weiss, Deputy Fire Chief Maury and Clerk Goeckner

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

PRESIDENT'S REPORT: None

ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST/COMMITTEE REPORTS: Trustees provided information on upcoming meetings and events.

CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:

Fire Chief Weiss and Deputy Fire Chief Maury-- presented a plaque with the key to the new fire engine to Village Board President Wolter.

Dan Wing – N116W16044 Main Street, Germantown, spoke of his concerns regarding TID #6.

STATE OF THE COUNTY PRESENTATION AND Q&A

County Administrator Joshua Schoemann presented information to the Board on the state of Washington County, recent accomplishments and goals for future years.

CONSENT AGENDA:

- A. Minutes – May 18, 2015 Regular Village Board Meeting
- B. Accounts payable/payroll
 - 1. May 19, 2015 Payroll (hourly) \$ 210,379.78
 - 2. May 25, 2015 Accounts Payable \$ 223,641.01
 - 3. May 29, 2015 Payroll (salary) \$ 80,142.88
- C. Operator Licenses: July 1, 2015 – June 30, 2016
- D. Renewal Applicants: Nicholas Aldridge, Judy Arnold, Eric Ashlock, Jacob Barthe, Alicia Beltron, Josh Biesel, Jeff Bird, Katherine Buenger, Marie Chilicki, Samantha Cloyd, Sandra Comerford, Ann Davis, Kevin Dobson, Ashley Dorshak, Susan Drexler, Carol Feit, Cassandra Feuerstahler, Christine Feuerstahler, Janice Fogle, Dawn Fouche, Erin Fritch, Bobbi Jo Gabrielsen, Kim Gamroth, Adam Gauthier, Diane Goetsch, Crystal Goodwill, Jewelia Gorzynski, Justin Gresbach, Judith Greve, Katheryn Hanson, Susan Hanson, Shakiea Harris, James Heimann, Cynthia Heyman, David Iverson, Robert Kannenberg, April Kintopp, Morgan Klick, John Kneifl, David Kamine, Scott Kolosick, Danielle Konstanz, Heather Lazar, Lisa Leider, Cassidy Liederbach, Vicki Linton, James Manseau, Daniel Marchewka, Vickie Matt, Elaine McKnight, Tabitha Milczarek, Anne Mitts, Jennifer Murray, Michael Nardelli, Debra Nelson, Ashley Nowak, Erin Olson, Cameron Ottoson, Mishal Panchal, Soni Paresh, Mahmood Parvez, Michelle Pawlukiewicz, Amber Pintar, Tammi Perkins, Christopher Reason, Cedric Reed, Amanda Repka, Susan Schmit, James Schramm, Nicole Selsing, Cynthia Singsheim, Heather Smith, Tara Smith, Patricia Stengel, Randy Strumberger, Melissa Timmerman,

CONSENT AGENDA continued:

Sara Turner, Jessica Urban, Courtney Utecht, Roberta VonAsten, Rebecca Waldron, Thomas Wood

New Applicants: Naseem Abbas, Lori Doubeck, Brett Dzik, Daniel Frailing, Melissa Herrera, Jamie Hewitt, Jayme Hoff, Bradley Jakubowski, Amy Keller, Joseph Kelly, Maggie Koslowski, Christine Livangood, Heather Manthe, Luanna Naputi, Kimberly Parish, Lashann Renee Parish, Cynthia Vogel, Paula Warnke, Dana Wells, and Stephanie Wolf

The following items were forwarded from the Public Works Committee with a unanimous recommendation:

- E. Contract with Wachtel Tree Service – EAB Detailed Plan/Consulting, On a Time and Materials Basis, Not to Exceed \$15,000, with funds allocated from Acct. #10-553-530-5290 [Recommended Approval]

The following items were forwarded from the Public Safety Committee with a unanimous recommendation:

Recommended Approval for all License Applications conditional upon compliance of all code violations/requirements and monies owed to the village paid prior to issuance of licenses in addition to any other conditions noted.

F. **"Class B" Fermented Malt Beverage and Intoxicating Liquor Licenses**

[Recommended Approval]

1. Aldo's Pizza & Pub, LLC, Dwayne Ketterer, Agent, 584 Jordan Circle, Colgate, WI, 53017, d/b/a **Aldo's Pizza & Pub**, W156 N11058 Pilgrim Road, Germantown, WI, 53022. (includes an outside dining area of approximately 30 feet in front of building to be open until 10:00 p.m.; an outside extension into the parking lot for a Classic Car Cruise Night on Tuesdays from 5:00 p.m. to 9:00 p.m. from July 1, 2015 through September 30, 2015 and from May 25, 2016 through June 30, 2016)
2. WI Bier Stube LLC, Charles B. Hastings, Agent, 644 Hwy. K, Erin, WI, 53027, d/b/a **Von Rothenburg Bier Stube**, N116 W15863 Main Street, Germantown, WI, 53022. (includes outside fenced beer garden extended to parking lot open until 10:00 p.m.)
3. Blackstone Creek Golf Club Ltd., Troy D. Schmidt, Agent, N105 W14467 Wilson Circle, Germantown, WI 53022, d/b/a **Blackstone Creek Golf Club**, N112 W17300 Mequon Road, Germantown, WI 53022. (includes golf course property of 187 acres)
4. Blazin Wings, Inc., Jillian Cabanatuan, Agent, N96 W20309 County Line Rd., Germantown, WI 53022, d/b/a **Buffalo Wild Wings**, N96 W17990 County Line Road, Germantown, WI 53022 (includes attached patio with hours restricted between 10:00 p.m. and 8:00 a.m.)
5. Maple Road, LLC, Radomir Buzdum, Agent, N9661 Boje Ct., Watertown, WI, 53094, d/b/a **Buzdum's Pub & Grill**, W188 N10515 Maple Road, Germantown, WI, 53022. (Includes an outdoor patio area and bleacher area until 9:00 p.m.)
6. ERJ Dining III, LLC, Paul S. Thompson, Agent, 6812 W. Greyhawk Court, Franklin, WI 53132, d/b/a **Chili's Grill & Bar**, N96 W18640 County Line Road, Germantown, WI 53022.
7. Eastern Kettle Moraine Moose Lodge #1238, Dan Frailing, Agent, 4602 N. 126th St., Butler, WI 53007, d/b/a **E.K.M. Moose Lodge #1238**, W198 N10217 Appleton Avenue, Germantown, WI 53022. (includes outside pavilion)

CONSENT AGENDA continued:

- 22' x 20', and open area for Lodge picnics including buildings to be open until 10:00 p.m.)
8. Florian Park, Inc., Ryan Rahl, Agent, 311 Preserve Way, Colgate, WI 53017, d/b/a **Florian Park Conference & Event Center**, N111 W18611 Mequon Road, Germantown, WI 53022. (includes outside premise Willow Path, Willow Gardens, and Willow Point on south end of Willow Pond to be open until 10:00 p.m. and outdoor designated smoking area to the north of property)
 9. JK GAM, LLC, Jon R. Gamroth, Agent, N104 W15303 Donges Bay Road, Germantown, WI 53022, d/b/a **Gamroth's Kuhburg Junction**, W140 N10385 Fond du Lac Avenue, Germantown, WI 53022.
 10. Northridge Automotive Enterprises, Inc., David L. Iverson, Agent, N166 W19523 Ravens Way, Jackson, WI 53037, d/b/a **Ivee's at Main**, W157 N11618 Fond du Lac Avenue, Germantown, WI 53022. (includes outside patio in front of building until 10:00 p.m.)
 11. Gerald Louis Wagner, Agent, 20315 Sutter Creek Dr., #127, Brookfield, WI 53045, d/b/a **KJ's Bar and Grill**, N112 W21209 Mequon Road, Germantown, WI, 53022. (Includes outside 20' x 25' deck to be open until 10:00 p.m.)
 12. La Chimenea LLC, Ricardo Jimenez, Agent, 3625 W. Orchard Street, Milwaukee, WI 53215, d/b/a **La Chimenea**, N112 W15251 Mequon Road, Germantown, WI 53022. (includes 1100 sq. ft. outside patio to be open until 10:00 p.m.)
 13. Lone Star, LLC, Karen Ann Pritzlaff, Agent, W204 N11912 Goldendale Road, Germantown, WI 53022, d/b/a **Lone Star**, W204 N11912 Goldendale Road, Germantown, WI 53022. (includes horseshoe courts, path, outside fenced area to be open until 10:00 p.m., and outside front porch area)
 14. Metro Cigars, LLC, Jennifer Lynn Groh, Agent, 1671 Holy Hill Lane, Hubertus, WI 53033, d/b/a **Metro Cigars, LLC**, W182 N9606 Appleton Avenue #104, Germantown, WI 53022
 15. Nardo's, Inc., Christopher R. Mastronardo, Agent, 445 Wildwood Ridge, Colgate, WI, 53017, d/b/a **Nardo's Passport Inn**, W204 N11498 Goldendale Rd., Germantown, WI 53022. (includes 8' x 55' outside area to be open until 10:00 p.m.)
 16. Old Town WI, LLC, Charles B. Hastings, Agent, 644 Hwy. K, Erin, WI, 53027, d/b/a **Old Town Inn**, N116 W15841 Main Street, Germantown, WI, 53022. (includes outdoor deck open until 10:00 p.m.)
 17. Riversbend Country Club, Inc., Charles L. Schmit, Agent, N132 W18021 Rockfield Road, Germantown, WI, 53022, d/b/a **Riversbend Golf Club**, N96 W18034 County Line Road, Germantown, WI 53022. (includes a 36' trailer and service on the golf course from a motorized beverage cart)
 18. K&K Acquisitions, LLC, Kristine M. Gintner, Agent, W163 N10564 Ridgeview Lane, Germantown, WI 53022, d/b/a **Sheer Lounge**, N112 W16560 Mequon Road, Germantown, WI 53022. (includes an outside premise extension of 24' x 8' on the sidewalk from 3:00 p.m. to 10:00 p.m.)
 19. Robin L. Bird, LLC, Robin L. Bird, Agent, W188 N13367 Maple Road, Richfield, WI 53076, d/b/a **Sports Corner Bar & Grill**, W187 N12793 Fond Du Lac Avenue, Germantown, WI 53022. (includes outside volleyball courts and smoking room to be open until 10:00 p.m.)

CONSENT AGENDA continued:

20. Christine A. Brockman, W157 N11638 Fond du Lac Avenue, Germantown, WI 53022, d/b/a **Tiny T's**, W157 N11638 Fond du Lac Avenue, Germantown, WI 53022. (includes fenced outside premise on July 4, 2015)

G. Class "B" Fermented Malt Beverage and "Class C" Wine Licenses

1. Zhengren Zheng, N111 W16424 Esquire Ct., Germantown, WI 53022, d/b/a **China Kitchen**, N112 W16560 Mequon Road, Germantown, WI 53022
2. Hung Hao LLC, Hung D. Lu, Agent, N109 W12628 Coneflower Cir., Germantown, WI 53022, d/b/a **Hung Hao Restaurant**, N112 W15800 Mequon Road, Germantown, WI 53022

H. Class "B" Fermented Malt Beverage Licenses

1. Marko's Pizza of Germantown, Inc., Mark Caldwell, Agent, 3041 Nostalgic Ct., Hubertus, WI 53033, d/b/a **Marko's Pizza**, W156 N9664 Pilgrim Road, Germantown, WI 53022
2. PH Hospitality Group, LLC, Richard Tomczek, Agent, 11514 N. Buntrock Avenue, Mequon, WI 53092, d/b/a **Pizza Hut**, N112 W15800 Mequon Road, Germantown WI 53022

I. "Class A" Fermented Malt Beverage and Intoxicating Liquor Licenses

1. Aldi Inc., Lucy E. Scharrer, Agent, 6152 St. Anthony Road, Allenton, WI, 53002, d/b/a **Aldi #67**, N96 W18838 County Line Road, Germantown, WI, 53022
2. Cost Plus, Inc., Dean M. Zachman, Agent, 2627 N. 94th Street, Wauwatosa, WI, 53226, d/b/a **Cost Plus World Market**, N96 W18970 County Line Road, Germantown, WI 53022
3. Colgate Gas, Inc., Didar Singh, Agent, W150 N7248 Paseo Lane, Menomonee Falls, WI 53051, d/b/a **County Line BP**, N96 W21962 County Line Road, Germantown, WI 53022
4. Ultra Mart Foods, LLC., Patricia L. Chastain, Agent, W63 N238 Fairfield Street, Cedarburg, WI 53012, d/b/a **Pick 'n Save #6357**, N112 W16200 Mequon Road, Germantown, WI 53022
5. Sendik's Germantown LLC, Theodore Balistreri, Agent, 5566 N. Diversey Blvd., Whitefish Bay, WI 53217, d/b/a **Sendik's Food Market**, N112 W15800 Mequon Road, Germantown, WI 53022
6. Wal-Mart Stores East, LP, Duane C. Van Straten, Agent, 1212 Lily Ave., West Bend, WI 53090, d/b/a **Wal-Mart #1515**, W190 N9855 Appleton Avenue, Germantown, WI 53022
7. Kalim Beg, 2715 W. Country Club Drive, Mequon, WI 53092, d/b/a **KAL Service Willow Creek BP**, W201 N10451 Appleton Avenue, Germantown, WI 53022.

J. Class "A" Fermented Malt Beverage Licenses

1. Kwik Trip, Inc., Bethany A. Ohde, Agent, 6639 W. Bonniwell Road, Mequon, WI 53097, d/b/a **Kwik Trip #631**, W188 N10963 Maple Road, Germantown, WI 53022
2. B & B, Inc. of Milwaukee, Asif Vadsaria, Agent, W151 N11492 Potomac Cir., Germantown, WI 53022, d/b/a **Quick Pick Food Mart**, N128 W21760 Holy Hill Road, Richfield, WI 53076

MOTION (Baum/Myers) to approve Consent Agenda Items A-J, roll call vote, carried.

UNFINISHED BUSINESS: None

PUBLIC HEARINGS – 7:00 P.M. OR LATER: None

NEW BUSINESS:

- A. Amendment to Traffic Impact Analysis for TID #6 – RA Smith National, Inc.
DPW Director Ludwig presented information on the request, stating the preliminary TIA reviewed and made recommendations prior to submission to the DOT. DOT viewed the revision more favorably and it aligned with their thinking and based on their comments \$1 million in improvements would be removed and would push that development out of TID #6 completely, with improvements on Lannon Road not required at this time. RA Smith is requesting \$15,800 to finish the work. Possibility to reduce that amount of cost if analysis is not needed for reviewing intersections at 41/45. To prevent delay of DOT approval is requesting the full \$15,800 at this time. Discussion of roads and accesses into TID #6 and changes from original design, TID #6 development, cost savings from removing improvements on Lannon Road. Trustee Zabel inquired about the process in the review of TIA, and why Graef wasn't asked to modify the TIA. Further discussion on the TIA and the development of the roads within TID #6 and the information provided originally making considerations different at that time, relationship with engineering firms and DOT, why weren't two bids on amendment gotten, time requirement, questions regarding Graef's original study. Trustee Warren stated he is an employee of Graef but commented as a Village Trustee that Graef has a similar relationship with DOT and feels it is inefficient to change midstream. **MOTION (Hughes/Kaminski) to approve the amendment to the Traffic Impact Analysis for TID #6 with RA Smith National, Inc., as requested, roll call vote, 6 in favor, 3 opposed (Baum, Warren, Zabel), carried.**
- B. TID #6 Update
Barry Chavin of MLG gave an update on TID #6 development to the Village Board. Managing the process and waited for dryer season to perform grading. Analysis shows no longer necessary to have the road go up to Lannon Road. Now have 4 parcels with possibility to cut up the larger parcel. A user has submitted a letter of intent for 80,000 to 100,000 sq. ft. building and has met with Village staff. Buyer will create development and Village will bring in infrastructure. Currently have a list of 7 prospects with 1 letter of intent and 2 others have contacted Village directly. Some larger prospects and some midsize and others that would like to lease space in one of the proposed development buildings. We have not broken ground which would make it easier to market. Discussion of timeline for developer who is looking for fall construction. Break ground in fall, footings in for winter, building up in 2016 with occupancy in June 2016. Would need grading on the site in July and start to install infrastructure – the road, water, sewer and utilities for the 4 lots. Discussion of need to bring in development but need to have infrastructure available for them, Village remaining cautious with funding infrastructure prior to development, need for developer's agreement and developer's need for guarantees of infrastructure. Already have a signed grading contract to the vendor. Further discussion of time frames and need for utilities to go in when road is built, as well as increment values. Jim Mann of Ehler's presented information regarding the increment, values and borrowing the Village did in 2014 for TID #6, need to use the funds and either pay it back to principal and interest or defease it. Further discussion on prospective businesses for the TID.

NEW BUSINESS continued:

- C. Contract for TID #6 Sanitary and Water Utilities
DPW Director Ludwig presented information regarding the contract for TID #6 sanitary and water utilities which was approved in 2014 contingent on Developer's Agreement being signed prior to instillation. Contractor needs a commitment to put them in and get it on his schedule or it may not happen in 2015. May cost more if needed to be done in the winter. Request to release the contingency to have a signed developer's agreement. Developer needs to know utilities will be installed before they can sign a developer's agreement. Contract was awarded but has not been issued the notice to proceed. Discussion of timing and installation of utilities. Trustee Zabel stated there are outstanding easements that are required to be completed also. Attorney Sajdak stated he would be working on those this week. Discussion of how to accomplish all requirements for everyone's needs, timeline for developer to get approvals on project, possibility of getting on contractor schedule. Further discussion on possible options to satisfy all needs for developer, Village and utilities contractor and concerns of losing another year on TID #6 if not done now. **MOTION (Zabel/Kaminski) postpone for 2 weeks and direct staff to come back after speaking with contractor and developer, carried.**
- D. Appointment of Interim Director of Park & Recreation
MOTION (Baum/Hughes) to approve appointment of Patti Heinen as Interim Director of Park & Recreation and \$57,193 for salary during that term. Discussion. Roll call vote, carried.
- E. Authorization to Advertise for a Director of Public Works
MOTION (Baum/Hughes) to approve. MOTION to amend (Baum/Zabel) to remove salary from the ad. Discussion of adding salary to job posting/ad. Motion to amend fails, 3 in favor (Baum, Hughes, Zabel), 6 opposed. Motion to approve carried.
- F. Appointment of Interim Director of Public Works
MOTION (Daniels/Baum) to approve appointment of Brionne Bischke as Interim Director of Public Works with a salary of \$83,565 during that term, roll call vote, carried. Discussion. Roll call vote, carried.
- G. Request for Approval of Public Grant Application – Kiwanis Club of Germantown
MOTION (Kaminski/miller) to approve, carried.
- H. Resolution No. 21-15 Adopting Donges Bay Road Relocation Order
MOTION (Kaminski/Baum) to approve Resolution No. 21-15 Adopting the Donges Bay Road Relocation Order. Attorney Sajdak explained this is necessary step in the eminent domain process should it be required. Discussion. MOTION (Kaminski/Baum) to amend the resolution to read Washington County in the last 'be it further resolved' paragraph, carried. Motion as amended, carried.

MOTION (Baum/Kaminski) to move to Item K first, carried.

NEW BUSINESS continued:

- K. MOTION (Baum/Myers) to enter closed session at 9:40 p.m., for a Potential Land Sale Agreement for Lot 34 (CSM 6396) in the Germantown Business Park, as per Wis. Stat. §19.85(1)(e) for the purpose of deliberating or negotiating, when competitive or bargaining reasons require a closed session and then may re-enter open session to take such action as it deems appropriate, by roll call vote, carried.

MOTION (Zabel/Baum) to go into open session at 10:57 p.m., carried.

MOTION (Baum/Kaminski) direct staff and attorney to proceed as discussed and authorize the Village President to execute the same, carried.

- I. MOTION (Kaminski/Baum) to enter closed session at 10:00 p.m., for a Water Use Agreement with a Large Water User, as per Wis. Stat. §19.85(1)(e) for the purpose of deliberating or negotiating, when competitive or bargaining reasons require a closed session and then may re-enter open session to take such action as it deems appropriate, by roll call vote, carried.

MOTION (Kaminski/Baum) to return to open session at 10:25 p.m.

- J. Request Approval For Contract Amendment To Baker Tilly Rate Case to Include a Revenue Analysis

MOTION (Baum/Myers) to approve the Contract Amendment with Baker Tilly Rate Case to Include a Revenue Analysis. MOTION (Baum/Kaminski) to amend and request large user for a cost sharing arrangement, carried.

Motion as amended, by roll call vote, 8 in favor, 1 opposed (Zabel), carried.

There being no further business, the meeting adjourned at 10:35 p.m.

Barbara K. D. Goeckner MMC/WCPC
Village Clerk

COPY

X. A

STATE OF WISCONSIN

VILLAGE OF GERMANTOWN

WASHINGTON COUNTY

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

Complainant,

v.

MAPLE ROAD, LLC,
c/o Radomir Buzdum, Agent
W188 N10515 Maple Road
Germantown, WI 53022

Respondent.

SUMMONS

TO THE ABOVE-NAMED RESPONDENTS:

A representative of Maple Road, LLC, is hereby commanded to appear before the Village of Germantown Board of Trustees on the 15th day of June, 2015, at 7:00 p.m., or as soon thereafter as the Board may hear the matter, in the Board's Chambers in Germantown Village Hall, N112 W17001 Mequon Rd., Germantown, Wisconsin, to show cause why the Alcohol Beverage, Amusement Arcade, and Coin Operated Machine Licenses previously issued to Maple Road, LLC, should not be non-renewed for the reasons set forth in the attached complaint. This Summons is issued by the Village of Germantown Board of Trustees and is directed to the Village of Germantown Chief of Police or his designee, a peace officer in the Municipality, to serve a copy hereof and the attached complaint upon the above mentioned corporation, in the manner provided under Chapter 801 Stats., for service in civil actions in Circuit Court.

Dated this 9th day of June, 2015.


Barbara K.D. Goeckner, Village Clerk

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

Complainant,

v.

MAPLE ROAD, LLC,
c/o Radomir Buzdum, Agent
W188 N10515 Maple Road
Germantown, WI 53022

Respondent.

NON-RENEWAL COMPLAINT

NOW COMES the above-named complainant, the Village of Germantown, by and through its Village Administrator, David Schornack, within the scope of the his duties as Village Administrator and as a resident of the Village of Germantown, and as and for its complaint against Maple Road, LLC, d/b/a Buzdum's Pub & Grill, states and alleges as follows:

1. I am Village Administrator of the Village of Germantown and make this sworn written complaint within the scope of my duties as Village Administrator and as a resident of the Village of Germantown.

2. Maple Road, LLC, previously sought and obtained from the Village of Germantown an Alcohol Beverage, Amusement Arcade, and Coin Operated Machine Licenses for "Buzdum's Pub & Grill" located at W188 N10515 Maple Road in the Village of Germantown (the "Premises").

3. Upon information and belief, Maple Road, LLC, has filed a renewal License Application for the Premises for the 2015-16 license year with the Village of Germantown.

4. The Village of Germantown's municipal code adopts the provisions of Chapter 125 of the Wisconsin State Statutes in § 12.02(1).

5. Wis. Stat. § 125.12(3) provides for the procedure to be used in the event the Village Board intends on not renewing an application, which includes providing notice of the same together with the reasons for such action.

6. Wis. Stat. § 125.10(1) further authorizes a municipality to regulate the issuance of alcohol licenses in any manner that is not inconsistent with the Statutes.

7. Section 12.01(7) of the Germantown Municipal Code provides:

DENIAL OF LICENSE OR PERMIT. No license or permit (including a conditional use permit) authorized or required by the Municipal Code of Germantown shall be granted or issued:

...

(b) For any premises for which real property taxes in excess of six months, room taxes, or special assessments are delinquent or unpaid.

8. Upon information and belief, there are delinquent and unpaid property taxes for the years 2011, 2012, 2013 and 2014 in the total amount of \$38,633.86.

9. Upon information and belief, the delinquent property taxes remain unpaid.

10. Upon information and belief, due to the continuing and extensive delinquent status of the property taxes for the Premises described above, sufficient grounds for nonrenewal of Maple Road, LLC's licenses exists under the Germantown Municipal Code.

11. Upon information and belief, the Village of Germantown Board of Trustees intends to provide a hearing to Maple Road, LLC, to determine whether the alcohol beverage and companion licenses issued to it should be renewed as provided for in §§ 12.02(7)(o) and (11.5) of the Germantown Municipal Code; and that such hearing to be held as a result of this complaint constitutes the hearing afforded to a renewal applicant under those sections.

Dated at Germantown, Wisconsin this 9th day of June, 2015.

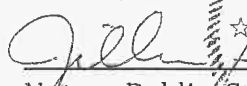
STATE OF WISCONSIN)
)SS
WASHINGTON COUNTY)

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

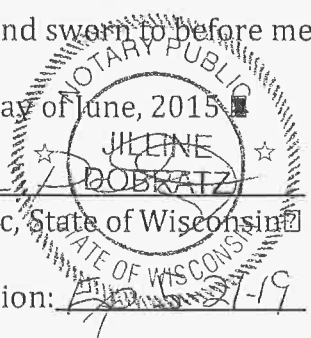

David Schornack, Village Administrator

Subscribed and sworn to before me

This 9 day of June, 2015


Notary Public, State of Wisconsin

My Commission: Exp. 6-27-19



GERMANTOWN POLICE DEPARTMENT
CERTIFICATION OF PERSONAL SERVICE

STATE OF WISCONSIN)
: SS.
WASHINGTON COUNTY)

I hereby certify that on the 9th day of JUNE, 2015, at
3:18pm at WISCONSIN MAPLE RD in GERMANTOWN, WASHINGTON
County, Wisconsin, I duly served the within SUMMONS
and there delivering to and leaving with Christine Feuerstahler personally, a
true copy thereof, SUMMONS
_____ and I endorsed upon the copies so
served, the time, place, manner of service upon whom service was made, and
signed my name thereto.

Dated

06-09-15

[Signature]
Signature of Officer Serving

Personally came before me this 9th day of JUNE, 2015, the
above named ZACH SCHLEIS, to me known to be the person who executed
the foregoing instrument and acknowledged the same.

BARTENDER
CHRISTINE M. FEUERSTAHLER
F/W 07-06-91
262-278-8886

[Signature]

Notary Public, State of Wisconsin
My Commission expires 08/16/15

May 15, 2015

CERTIFIED MAIL

Maple Road, LLC
Radomir Buzdum, Agent
N9661 Boje Ct.
Watertown, WI 53094

LIQUOR LICENSE DELINQUENCIES

Dear Mr. Buzdum:

Section 12.01(7)(b) of the Village of Germantown Municipal Code of Ordinances states that: No license or permit (including a conditional use permit) authorized or required by the municipal Code of Germantown shall be granted or issued: For any premises for which real property taxes in excess of six months, room taxes, or special assessments are delinquent or unpaid.

Please be advised that the liquor license for Buzdum's Pub & Grill, W188 N10515 Maple Road, cannot be issued until the following outstanding debts are paid in full:
(These amounts include penalty and interest ONLY through May 31, 2015)

Real Estate taxes for 2011	\$16,235.18
Real Estate taxes for 2012; and	\$14,139.75
Real Estate taxes for 2013.	<u>\$11,753.60</u>
Sub Total	\$42,128.53

There is an additional outstanding amount that is less than six months old, for 2014 delinquent real estate taxes of \$9,593.63. This amount also includes penalty and interest through May 31, 2015.

Please contact the Washington County Treasurer's Office at 262-335-4324 to obtain/confirm the amount due, plus interest and penalty charges, for all outstanding real estate taxes.

If you have any questions, please contact our office at 262-250-4740 or Finance Director Kim Rath at 262-250-4700.

Your prompt attention to this matter is appreciated.

Sincerely,

Barbara K.D. Goeckner, MMC/WCPC
Village Clerk

cc: Buzdum Trust, Boro Buzdum, 316 Kames Ct., Slinger, WI 53086
Buzdum's Pub & Grill, W188 N10515 Maple Road, Germantown, WI 53022

APR 14 2015

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

VILLAGE OF GERMANTOWN

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07 01 2015 ending: 06 30 2016
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of ☒ Village of ☐ City of } GERMANTOWN

County of WASHINGTON Aldermanic Dist. No. (if required by ordinance)

CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company MAPLE RD LLC

Address of Corporation/Limited Liability Company (if different from licensed premises)

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title Name (Inc. Middle Name) Home Address Post Office & Zip Code

President/Member RADHIR BUZDUM 19661 BOTE CT WATERTOWN WI 53094

Vice President/Member

Secretary/Member

Treasurer/Member

Agent RADHIR BUZDUM 19661 BOTE CT WATERTOWN WI 53094

Directors/Managers

C. 1. Trade Name BUZDUM'S Pub & Grill Business Phone Number 715-271-1212

2. Address of Premises 1188 N 10515 Maple Road Post Office & Zip Code 53022

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1st floor Basement & outside patio Area

5. Legal description (omit if street address is given above):

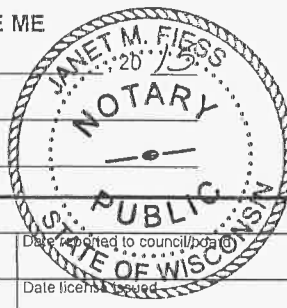
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ Nob. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under Section A or B above? [phone (608) 266-2776] ☒ Yes ☐ No10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 9th day of April
Janet M. Fless
(Clerk/Notary Public)

My commission expires 10-11-15



(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4-15-15	Date reported to council/DOA	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

X.D

**BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: June 15, 2015

AGENDA ITEM: New Business

ITEM TITLE: Acceptance of Temporary Grading Easement from Speedway, Inc.
for Riversbend Lane Reconstruction Project

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

Improvements associated with the Riversbend Lane reconstruction project include repositioning driveways to the Speedway. This requires grading on Speedway's private property, thereby warranting the temporary grading easement. The document was received on June 8th and forwarded to the Village Attorney for review on June 9th.

ATTACHMENTS:

Speedway Temporary Grading Easement

STAFF RECOMMENDATION:

Accept the temporary grading easement and authorize the Village President to sign it.

COMMITTEE ACTION:

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

VARIABLE WIDTH TEMPORARY GRADING EASEMENT

Grantor SPEEDWAY LLC, c/o Real Estate Department, Room 1604, 539 South Main Street,
Findlay, OH 45940

Grantee: VILLAGE OF GERMANTOWN

Name & Return Address

Village of Germantown
P.O. Box 337
Germantown, WI 53022

COPY

334094 Parcel Identification Number (PIN)

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, owners and Grantors of the lands herein described do hereby grant unto the Village of Germantown, Washington County, Wisconsin (Grantee), an easement with the right, permission and authority to enter upon, construct, install, inspect, test, operate, maintain, grade, in, though, under, across, and upon the following described tract of land:

Legal Description: Commencing at the northeast corner of Lot 2 of Certified Survey Map No. 3903 recorded as Document No. 607696 on July 22, 1992 in the Office of the Register of Deeds for Washington County, located in the Southwest ¼ of the Southeast ¼ of Section 33, Township 9 North, Range 20 East of the Fourth Principle Meridian in the Village of Germantown, Washington County, Wisconsin also being the point of beginning of the lands to be described;

Thence South 00°59'46" East along the west line of Riversbend Lane, 13.13 feet to a found 1" iron pipe and the point of curvature to the right; thence 38.56 feet along the arc of said curve, having a radius of 117.83 feet and a chord bearing of South 08°22'51" West, 38.39 feet to the point of tangency; thence South 17°45'28" West along said west line, 81.93 feet; thence North 72°14'32" West, 20.02 feet; thence North 17°45'28" East, 81.93 feet; thence North 72°15'03" West, 10.00 feet to a point of curvature to the left; thence 28.74 feet along the arc of said curve, having a radius of 87.83 feet and a chord bearing of North 08°22'31" East, 28.62 feet to the point of tangency; thence North 00°59'46" West, 13.65 feet to the north line of said Lot 2; thence South 89°59'46" East along said north line of Lot 2, 30.00 feet to the point of beginning.

Containing 3050 square feet (0.0700 acres)

The location of the easement hereinbefore described with respect to the premises of the Grantor is shown on the drawing attached hereto, marked "Exhibit A", and made a part hereof.

Grantors hereby warrant that they have legal title to the lands which are the subject of this easement and that they have lawful authority to grant this easement. Further, Grantors shall defend the Village of Germantown in its exercise of rights under the easement herein granted against any defect in title to the land involved or the right of the Grantors to make the grant herein contained.

The right, permission and authority is also granted said Grantee, to trim and/or cut down certain trees and/or brush where said trees and/or brush interfere with the necessary grading or maintenance of underground facilities or represent a hazard to such facilities.

The Grantor(s), their successors and assigns, covenant(s) and agree(s) to restrict the use of the land included in the easement described hereinabove as follows:

- (1) The land will only be put to uses consistent with this easement such as lawn areas, parking lots, driveways and small and easily movable structures that will not interfere with access to facility or its appurtenances.
- (2) No obstruction of access to the facility or its appurtenances shall be created in the future and that no building, trees or other structures or items that may interfere with inspection, maintenance or repair shall be located in the space over and within vertical planes located on both sides of the facility and/or its appurtenances.
- (3) The surface elevation of the land within the easement shall not be raised or lowered more than four (4) inches without the prior written approval of the Village Engineer of the Grantee.

Grantor(s), their successors and assigns, covenant(s) and agree(s) to permit and allow Grantee to have facility and its appurtenances to be installed at such time and in such location as Grantee may deem necessary.

Grantee and its agents shall have the right to enter upon the premises of the Grantor for the purpose of exercising its rights herein acquired. Grantee agrees to restore or cause to have restored said premises, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. The restoration, however, does not apply to any brush or trees which may be removed at any time pursuant to the rights herein granted.

Restoration of the surface of the ground by the Grantee or its agents shall include the repair and/or restoration of any settlement occurring within one (1) year of the date of completion of construction, repair or maintenance.

Grantee, for itself and its successors and assigns, covenants with Grantor, its successors and assigns, that Grantee will defend Grantor, assume all liability for, and pay and indemnify and save harmless Grantor, its successors and assigns from and against any and all damages, injuries, losses, claims, demands, suits and liabilities of every nature which Grantor, its successors and assigns, may sustain by reason of the use of said easement by Grantee, its tenants, successors, assigns, licensees, guests, invitees, customers, suppliers, agents or employees.

This Easement is temporary in nature and shall not be recorded.

The said Grantor has caused these presents to be signed and sealed this 2nd day of June, 2015.

SPEEDWAY LLC




Gregory S. Whitman, Director of
Real Estate & Operations Planning

Note: The above signature(s) must be notarized.

STATE OF OHIO
COUNTY OF CLARK

Personally came before me this 2nd day of June, 2015, the above named Gregory S. Whitman, Director of Real Estate and Operations Planning of Speedway LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.




KATHERINE S. BORGWALD
NOTARY PUBLIC • STATE OF OHIO
My commission expires 3/15/19

VILLAGE BOARD ACCEPTANCE APPEARS ON THE FOLLOWING PAGE]

VILLAGE BOARD ACCEPTANCE

ACCEPTED BY The Village of Germantown on _____, 2015

_____, 2015
Dean Wolter - Village President

_____, 2015
Barbara K. D. Goeckner MMC - Village Clerk

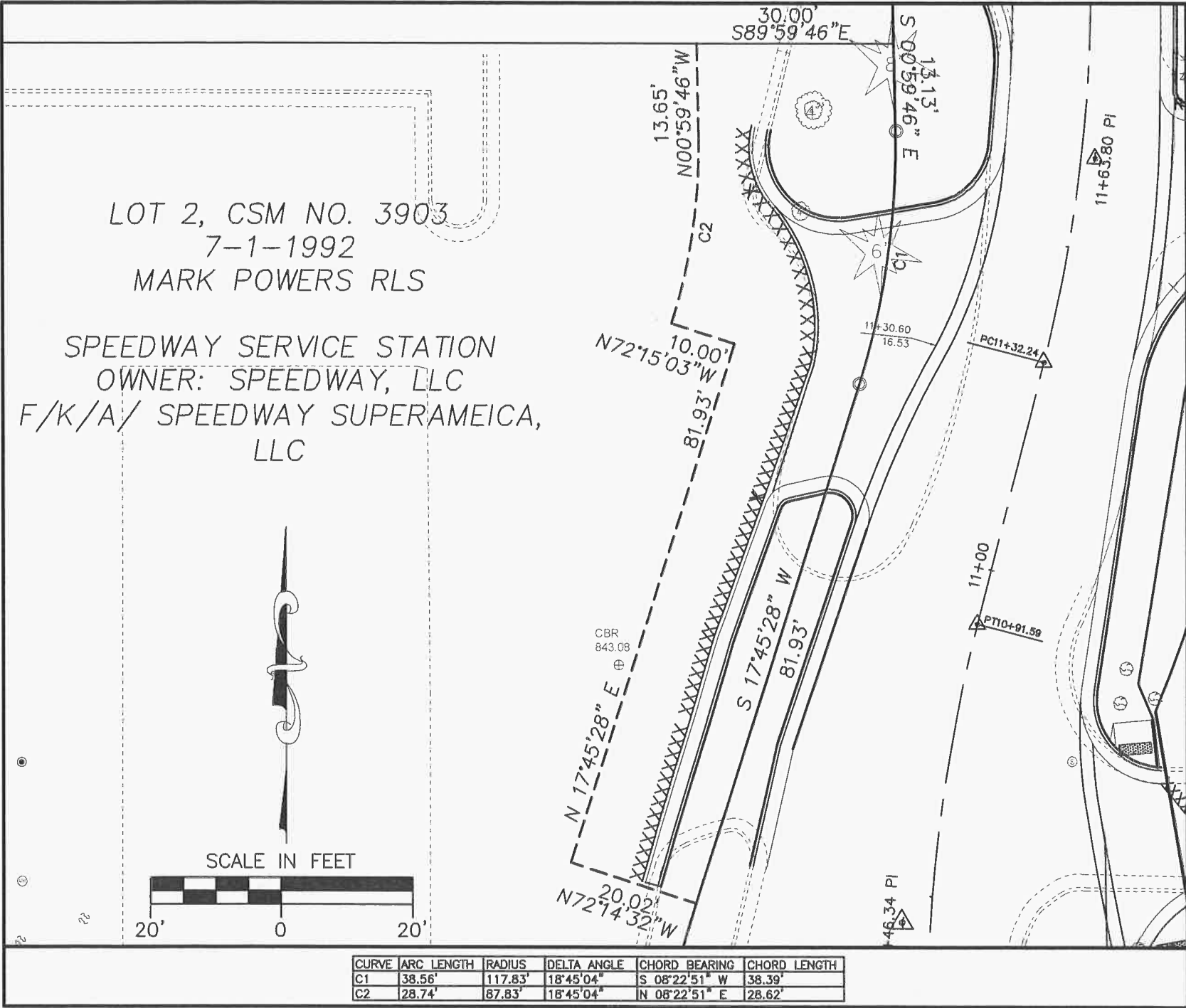
STATE OF WISCONSIN

COUNTY OF

Personally came before me this _____ day of _____, 2015, the above named
, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My commission expires _____



PROJECT NUMBER
1308

PROJECT FILE

SCALE
AS SHOWN

SHEET NUMBER
C-1

ENGINEERING
DEPARTMENT
Village of
Germantown
..Wilkommen

EXHIBIT A
TEMPORARY EASEMENT
SPEEDWAY, LLC
VILLAGE OF GERMANTOWN, WI

DESIGNED BY
BF

DRAWN BY
RCB

APPROVED BY
GRB

CADFILE
C:\Users\jwilkommen\Documents\1308\1308.dwg

DATE
9/11/2014

DATE
9/11/2014

DATE
9/11/2014

© 2010 VILLAGE OF GERMANTOWN ENGINEERING DEPARTMENT

**BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: June 15, 2015
AGENDA ITEM: New Business
ITEM TITLE: Award of Contract – Epoxy Paint Hydrants
SUBMITTED BY: Jim Driver, Water Superintendent

SUMMARY EXPLANATION:

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

The Water Utility is requesting authorization to contract the services of a firm to sandblast to bare metal, apply primer coat, and epoxy coat fire hydrants. Three bids were solicited, and the results are as follows:

DAVIES Water Equipment Co.	Appleton, WI	\$85.00 each
Giant Maintenance & Restoration, Inc.	Mundelein, IL	\$87.50 each
Culy Contracting	Winchester, ID	\$135.00 each

RECOMMENDATION:

Staff recommends contracting with Davies Water, as they are the low bid and have done the work before. Funds would be allocated from the 2015 operating budget Acct. #50-742-530-6770.

COMMITTEE ACTION:

The Public Works and Highway Committee approved forwarding to the Village Board with a positive recommendation to contract Davies Water Equipment Co. to sandblast and epoxy coat approximately 235 Village fire hydrants at a cost not to exceed \$20,000.00. Funds to be allocated from Acct. #50-742-530-6770.

Motion carried 3-1

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

**BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: June 15, 2015

AGENDA ITEM: New Business

ITEM TITLE: Cost-Sharing Proportions for a Private Property Infiltration/Inflow Project Plan

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

Since the Milwaukee Metropolitan Sewerage District's (MMSD) Private Property Infiltration/Inflow (PPI/I) program's inception in Year 2010, the Village only used and expended \$65,599 of the \$885,615 available to date, leaving the significant \$820,016 remainder for use.

In order to begin using these funds, the Village will need to prepare a PPI/I Project Plan and establish a budget for the 2016 project.

Both the Utility Advisory Committee and the Public Works & Highway Committee have considered and debated cost sharing proportions, and have decided to recommend that the Village portion be 100% and that only residential properties will qualify for the program.

ATTACHMENTS: None

PUBLIC WORKS & HIGHWAY COMMITTEE ACTION (June 3, 2015):

MOTION made by Warren, seconded by Miller recommending the Village pay 100% of the cost of the private property infiltration/inflow repair to be reimbursed by MMSD until the funds run out.
Motion carried 3 – 1 (Kaminski)

MOTION made by Zabel, seconded Miller clarifying the Infiltration/Inflow Program is for residential properties only.
Motion carried unanimously.

MOTION made by Miller, seconded by Zabel to implement the most cost efficient program in the defined meter shed to maximize PPI/I reduction.
Motion carried unanimously.

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

X. G

**BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: June 15, 2015

AGENDA ITEM: New Business

ITEM TITLE: Donges Bay Road Construction Inspection

SUBMITTED BY: Daniel R. Ludwig, P.E., Director of Public Works

SUMMARY EXPLANATION:

Considering project complexities and the upcoming concurrent sequencing of DPW infrastructure projects, TID #6 projects, and private development projects, along with the upcoming retirement of the DPW Director and appointment of an Interim DPW Director, serious consideration for outsourcing construction inspection services for the Donges Bay Road project is warranted.

\$35,551.11	Himalayan Consultants
\$27,952.00	R.A. Smith National
\$44,620.00	Strand Associates

ATTACHMENTS: R.A. Smith National letter proposal

COMMITTEE ACTION:

MOTION made by Warren, seconded by Miller to forward to the Village Board with a positive recommendation to award a construction inspection services contract to R.A. Smith National for an estimated fee of \$27,952.00 for the Donges Bay Road project.
Motion carried 3 – 1 (Zabel)

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

February 24, 2015

Mr. Daniel R. Ludwig, P.E.
Director of Public Works
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022-0334

Re: Proposal for Professional Services

Dear Mr. Ludwig:

Thank you for this opportunity to provide a quotation for construction professional services. The contents of this proposal letter spell out the Scope of Services to be provided, the proposed Completion Schedule, the Professional Fees, and the Assumptions and Conditions under which this proposal is being made.

I. PROJECT NAME: Road Improvement Project
Project ID #1409
Donges Bay Road, Division Road to Pilgrim Road

II. DESCRIPTION OF SERVICES TO BE PERFORMED:

R. A. Smith National, Inc. proposes to monitor the removal and replacement of the driveway culverts, the grading of the ditches, and pulverizing of existing pavement. We will work with the contractor to have the sub base of the road proof rolled to determine the limits of excavation below subgrade, EBS, monitor the excavation areas and collect tickets of material used to fills the EBS voids.

Electronic reports will be generated and forwarded to the Village on a daily basis via e-mail. The reports will include detailed information of the newly installed improvements listed above as well as information on resident's concerns and other issues encountered.

The Village will perform a preconstruction survey to photographically record existing conditions. In addition, the Village will monitor all activities associated with the project outside of the Description of Services to be performed by R. A. Smith National, Inc.

III. COMPLETION SCHEDULE:

Work is anticipated to be completed in 2015.

IV. PROFESSIONAL FEES:

The above-described services will be provided on an hourly and expense basis. Fees will be invoiced monthly as the project proceeds. The primary representative on site during the installation of the improvements will be a Construction Technician supplied at a rate of \$84 per hour and a Construction Manager when required on the project is available at a rate of \$134 per hour.

The estimated cost to complete the above referenced activities is based on the contractor completing their activities in eight weeks or less and the site representative is needed on site an average of eight hours per day. The estimated fees are \$27,952. Usual and customary expenses such as mileage, postage, delivery, and applicable taxes are not included in the above fee, and will be invoiced at cost.

Deliver excellence, vision, and responsive service to our clients.

Mr. Daniel R. Ludwig, P.E.
Page 2 / February 24, 2015

V. ASSUMPTIONS AND CONDITIONS:

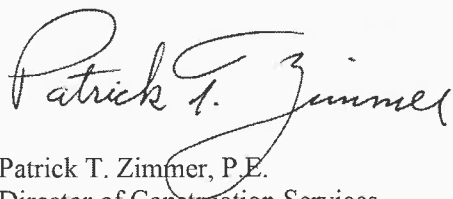
Our estimated fees are based on the following set of assumptions and conditions. Deviations from these may result in additional fees:

- A. The terms and conditions set forth herein are valid for 30 days from the date of this proposal.
- B. The hourly rates shown on the Professional Fees Rate Schedule are subject to change on an annual basis.

The attached Standard General Contract Terms for Professional Services are hereby made part of this Agreement. If there are any questions concerning those, or the terms as presented, please contact us. To authorize R.A. Smith National, Inc. to proceed please sign in duplicate and return one original to our office.

We look forward to a very successful project!

Sincerely,
R.A. Smith National, Inc.

A handwritten signature in black ink, reading "Patrick T. Zimmer". The signature is fluid and cursive, with the first name "Patrick" and last name "Zimmer" clearly legible.

Patrick T. Zimmer, P.E.
Director of Construction Services

Enclosures

STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL SERVICES

R.A. Smith National

1. All of the work described herein shall be completed in accordance with generally and currently accepted engineering and surveying principles and practices.
2. Unless otherwise specifically included in the proposal, PROFESSIONAL'S scope of work shall not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air. It is understood that the Scope and the Completion Schedule defined in the Proposal are based on the information provided by the CLIENT. Verification of the accuracy and completeness of any information provided by others is beyond the scope of this agreement. Therefore, PROFESSIONAL cannot be held responsible for any design or construction problems resulting from the use of this information.
3. PROFESSIONAL strongly recommends that a geotechnical ENGINEER be engaged in the preliminary phases of the work to conduct field investigations, and analysis and prepare a report on the soils conditions.
4. PROFESSIONAL shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or CLIENT, or the safety precautions and programs incident to the work of the Contractor, nor shall he be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.
5. All original papers, electronic files, and documents, and copies thereof, produced as a result of this contract shall remain the property of the PROFESSIONAL.
6. In the event all or any portion of the work prepared or partially prepared by the PROFESSIONAL is suspended, abandoned, or terminated, the CLIENT shall pay the PROFESSIONAL all fees, charges and expenses incurred to date. Professional may suspend or terminate this Agreement upon seven (7) days written notice if the CLIENT fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance.
7. PROFESSIONAL cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control. PROFESSIONAL shall act only as an advisor in all governmental relations. Such delays as caused by said occurrences, if not solely the result of PROFESSIONAL'S failure to meet submittal deadlines, may result in adjustments to said schedules and estimates/fees.
8. All electronic files transferred to CLIENT or his DESIGNEE by PROFESSIONAL are provided solely for the convenience of the CLIENT and are warranted only to the extent that they conform to the original document(s) produced by PROFESSIONAL. All electronic file(s) are transmitted in trust for the sole use of the CLIENT and his DESIGNEE and acceptance constitutes assumption of responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the CLIENT. Any alterations to or tampering with the files shall constitute the agreement of the CLIENT to release, defend and hold harmless PROFESSIONAL from all claims and causes of action by said CLIENT and third parties.
9. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly. Invoices will usually be sent monthly for work performed during the previous month. CLIENT understands, and agrees to pay for all services rendered regardless of CLIENT's ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project. The CLIENT shall provide PROFESSIONAL with a clear, written statement within twenty (20) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted. PROFESSIONAL reserves the right to immediately suspend work and/or terminate this agreement due to lack of timely payment of uncontested invoices by CLIENT.

The CLIENT further agrees to pay PROFESSIONAL any and all expenses incurred in recovering any delinquent amounts due, including attorney's fees and court costs.
10. The CLIENT agrees to limit PROFESSIONAL, by its agents or employees, total liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to PROFESSIONAL'S professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of PROFESSIONAL to those named shall not exceed the percentage share that PROFESSIONAL'S negligence bears to the total negligence of all negligent entities and individuals, and shall not exceed Fifty Thousand Dollars (\$50,000.00) or the total fee for services rendered under this Agreement, whichever is less.

11. Both parties agree that all disputes, including, but not limited to errors, liability, claims for services and fees, expenses, losses, etc., shall, at the sole and exclusive option of PROFESSIONAL, be submitted for non-binding mediation, a prerequisite to further legal proceedings. PROFESSIONAL shall have the sole and exclusive right to choose the mediator. Any fees and/or expenses charged by the mediator shall be shared equally between PROFESSIONAL and CLIENT.

12. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the PROFESSIONAL. The PROFESSIONAL'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

13. AS REQUIRED BY THE WISCONSIN LIEN LAW, PROFESSIONAL HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR FOR ENGINEERING OR SURVEYING FOR THE CONSTRUCTION ON OWNER'S LAND, MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED, ARE THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE SURVEYING OR ENGINEERING SERVICES, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE OWNER AND MORTGAGE LENDER, IF ANY. PROFESSIONAL AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID, IF APPLICABLE.

R.A. Smith National, Inc.
16745 West Bluemound Road, Suite 200
Brookfield, WI 53005
Patrick T. Zimmer, P.E.
Director of Construction Services

PROFESSIONAL

By: Patrick T. Zimmer

Date: February 24, 2015

PROJECT: Donges Bay Road, Division Road to Pilgrim Road

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

Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022-0334

CLIENT

By: _____

Printed Name: _____

CLIENT and R.A. Smith National, Inc. agree that digital and electronically reproduced signatures such as by facsimile transmission or email are valid for execution or amendment of this Agreement and that electronic transmission/ facsimile is an authorized form of notice to proceed.

Title: _____

Date: _____

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