

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, August 17, 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**
To include: Presentation of Proclamation for Deputy Fire Chief Michael Maury
- 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 – August 3, 2015 Regular Village Board Meeting
 - B. Accounts payable/payroll
 1. July 2015 Accounts Payable \$ 31,740.27
 2. August 10, 2015 Accounts Payable \$ 849,712.57
 3. August 12, 2015 Payroll (hourly) \$ 242,452.13
 4. August 15, 2015 Payroll (salary) \$ 77,279.23
 - C. Operator Licenses: August 18, 2015 – June 30, 2016 [Recommended Approval]
Krystal Bertrand, Kabir Ghuman, Stacy Nixon, Michelle Phillips, Navjoot Sandhar, and Sarah Soby

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

 - D. Purchase Plow for Truck Equipment #301 for an Amount Not To Exceed \$6,831.00. Funds To Be Allocated From Acct. #10-553-570-8100
[Recommended Approval]

VII. CONSENT AGENDA continued:

- E. Contract with M&M Tree Care to Provide Emerald Ash Borer Tree Treatments to Various Village Trees at a Cost Not To Exceed \$9,790. Funds To Be Allocated From Acct. #10-553-530-5290 [Recommended Approval]
- F. Request To Authorize Contract For Road Patch With Hilltop Asphalt At A Cost Of \$9,000 To Patch A 135'x20' Section Of Spring Hill Lane. Funds to Be Allocated From Acct. #10-542-530-3505.
- G. Upgrade The Fuel Card Reader System For DPW Fuel Island From Badger Oil At An Amount Not To Exceed \$12,030. Funds Allocated From Acct. #10-542-570-8100. [Recommended Approval]
- H. Purchase Five (5) Vaughan Wet Well Conditioning Pumps With Two Duplex Control Panels For Main Street And Old Farm Lift Stations From William/Reid, Ltd. For An Amount Not To Exceed \$60,500. Funds Allocated From Acct. #60-180-184-3250. [Recommended Approval]
- I. Direct Staff To Work With WE Energies And The Village Attorney To Come Up With Language To Protect The Village On The Easement Acquisitions Related To The High Pressure Gas Main Relay And To Value The Easements At \$1.00 Each. [Recommended Approval]
- J. Pay Invoice to Baumhardt Sand & Gravel Inc. For The Emergency Repair on Division Road Culvert In The Amount Of \$33,702. [Recommended Approval]

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

- K. Application For Dance License, St. Boniface Congregation, W204 N11940 Goldendale Rd., Germantown, WI, September 4, 5, & 6, 2015 From 3:00 P.M. To 12:00 A.M. [Recommended Approval]
- L. Replacement For Police Clerk Vacancy [Recommended Approval]
- M. Replacement For Police Detective Vacancy [Recommended Approval]
- N. Updated and New Position Descriptions for the Fire Department After Review by Village Labor Attorney. [Recommended Approval]

VIII. UNFINISHED BUSINESS: None.

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).*

- A. Todd Roskopf, Agent For RJTR LLC, Property Owner And Applicant For (1) A REZONING Application To Rezone The Following Described Property From The A-1: Agricultural District To The Rs-1: Single Family Residential District Pursuant To Section 17.14 Of The Village Zoning Code On The Property Located At N124W18109 W Lovers Lane, Tax Key No. GTNV 163-991 & 163-996;

X. NEW BUSINESS:

- A. Todd Roskopf, Agent For RJTR LLC, Property Owner And Applicant: N124W18109 W Lovers Lane; **Ordinance Amendment** To Rezone Parcels GTNV163-991 & 163-996 From The A-1: Agricultural District To The Rs-1: Single-Family Residential District
- B. Gene & Carol Phillips, Property Owners; W188N10051 Maple Road; 2-Lot Certified Survey Map (**CSM**)

X. NEW BUSINESS continued:

- C. Request Approval Of Change Of Agent – Cost Plus World Market, N96 W18970 County Line Rd, Germantown, Michelle Pawlukiewicz, 10806 84th St., Pleasant Prairie, WI 53158
- D. Request To Award Automated Refuse/Automated Recycling Contract To Waste Management
- E. Request Approval of Developer's Agreement for Prairie Glen Phase II Subdivision
- F. **Resolution No. xx-15** Approving Amendments To The 2015 Budget For Line Item Transfer For Division Road Culvert
- G. Request By Wisconsin Gas To Amend Language In Distribution Easement (Gas) Through Village-Owned Property Northeast Of Donges Bay Road And Fond Du Lac Avenue
- H. Request To Modify TID #6 Grading & Erosion Control Contract With Super Western To Accommodate Site Layout Changes
- I. Request To Modify TID #6 Sanitary, Water & Storm Utilities Contract With Advance Construction To Accommodate Site Layout Changes
- J. Request To Let TID #6 Paving & Storm Sewer Contract Bid To Accommodate Site Layout Changes
- K. Request To Approve **Resolution No. Xx-15** To Combine Polling Locations For November 3, 2015 Special Election
- L. Request to Move or Cancel the November 2nd Village Board Meeting Due to Clerk's Office Election Duty Requirements for Special Referendum Election on November 3, 2015
- M. Appeal of Impact Fee Determination and Imposition for First Choice Ingredients

XI. ADJOURNMENT

The next Village Board meeting will be on September 21, 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
August 3, 2015**

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

ROLL CALL: Trustees Daniels, Hughes, Kaminski, Myers, Warren and Zabel. Trustees Baum and Miller were absent and excused. Also present: Administrator Schornack, Fire Chief Weiss, 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: None.

CONSENT AGENDA:

- A. Minutes –July 6 and July 20, 2015 Regular Village Board Meetings
- B. Accounts payable/payroll
 - 1. July 25, 2015 Accounts Payable \$ 232,647.48
 - 2. July 28, 2015 Payroll (hourly) \$ 242,835.18
 - 3. July 31, 2015 Payroll (salary) \$ 74,292.16
- C. Operator Licenses: August 4, 2015 – June 30, 2016 [Recommended Approval]
Amanda Farley, Laken Fischer, Jade Lynn, Breanna Krause, Timothy Kuechler, Nancy Oinas, Caitlin Siesco.

MOTION (Kaminski/Warren) to approve Consent Agenda Items A-C except minutes of July 6, 2015, by roll call vote, carried.

Trustee Zabel requested a change to the verbiage in his motion on page 6. The last line: remove the word 'that' and replace with 'net' regarding the density. **MOTION (Zabel/Daniels) to approve the July 6, 2015 minutes with change from 'that' to 'net' as discussed, carried.**

UNFINISHED BUSINESS: None.

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

NEW BUSINESS:

- A. Request for Approval of Invoice for Repairs to Fire Truck #1771
Chief Weiss presented information on the request. **MOTION (Zabel/Myers) to approve the invoice for a total of \$11,977.88 for the repair of truck #1771, from account #10-522-530-5400, by roll call, carried.**
- B. Request for Approval of Emergency Lighting for Fire Chief's New Vehicle
Chief Weiss recommends approval of the Emergency Lighting through General Fire Equipment for \$9,991.96 for the lighting on his new vehicle. Cost is within budget of the vehicle and add-ons. **MOTION (Myers/Daniels) to approve as recommended.**
Discussion. **By roll call vote, carried.**

NEW BUSINESS continued:

C. **A Resolution Authorizing A Referendum For The Village Of Germantown To Allow The Village To Exceed The State Imposed Levy Limit Beginning With The 2015 Levy (Collected In 2016) And On An Ongoing Basis**

Attorney Sajdak requested a correction to the 'no' explanation in the last paragraph, to remove the first of the duplicate word 'presently' in that sentence. **MOTION (Daniels/Myers) to approve as presented with the wording correction.** Discussion. Trustee Zabel feels it could be worked out within the budget without going to referendum. Trustee Daniels asked to verify we are certain this will be the funds needed to staff before the board signs off on this. Attorney Sajdak had discussed this with Finance Director Rath and they anticipate the number may come in less than the \$1,000,000. Chief Weiss confirmed the proposed salary numbers are within the realm of what the area is paying and comes within this resolution amount. Trustee Kaminski stated this has moved along to this point and she agrees with putting it to the residents for a vote. President Wolter stated many discussions of avenues of shifting were had and where this puts the fire dept. with 24/7 staffing, it cannot be supported without the referendum. This gives the residents the power to decide if this is something they want. Fire Chief stated this will give the department the ability to upgrade to paramedic level. President Wolter stated that capability is there now. Referendum gets it done faster but is not the only vehicle to make it occur. Trustee Zabel stated with the net new construction this year being more than twice the normal increase and could chose to use the funds within there. President Wolter said the Board has always had the ability to increase but has not chosen to do so and there are more costs coming into play this year that we will need those funds for. It is now up to the residents to decide if this is something they truly want to support. Discussion of number of staff planned for. Chief Weiss stated it will have a total career staff of 16, which includes the current 4 full time and 12 new staff for 3 shifts of 4. **By roll call vote, 6 in favor, 1 opposed, (Zabel) carried.**

D. **MOTION (Zabel/ Myers) to go into closed session at 7:22 p.m. for the selection and Appointment of Director of Public Works, per Wis. Stats. §19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and then re-enter open session to take such action as it deems appropriate, by roll call vote, carried.**

MOTION (Kaminski/Daniels) to go into open session at 7:48 p.m., carried.

MOTION (Hughes/Warren) for staff to appoint as directed in closed session. 5 in favor, 1 opposed (Myers) and Daniels abstained due to absence at interviews, carried.

There being no further business, the meeting adjourned at 7:50 p.m.

VII.J

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

MEETING DATE: August 17, 2015

AGENDA ITEM: CONSENT AGENDA

ITEM TITLE: REQUEST APPROVAL TO PAY INVOICE FOR EMERGENCY
REPAIR OF DIVISION ROAD CULVERT

SUBMITTED BY: Brionne R. Bischke, P.E., Interim DPW Director / Village Engineer

SUMMARY EXPLANATION:

As you may recall, the compromised culvert crossing Division Road south of Lilac Lane created a sinkhole in the southbound lanes of Division Road. The culvert crossing is a tributary of the Jefferson Ditch ponds and Division Road is a fairly busy arterial road.

Bids were requested from three contractors:

\$33,702.00	Baumhardt Sand & Gravel (same contractor who is on our road projects)
\$35,700.00	D.F. Tomasini
\$96,000.00	Super Excavators

The culvert crossing was replaced within one week of receiving report of the sinkhole.

Village Attorney Sajdak confirmed that this project was considered an emergency, and Village Administrator Schornack authorized the work and notified the Village President and Trustees via e-mail.

This action is essentially an administrative cleanup.

ATTACHMENTS:

Invoice

COMMITTEE ACTION:

Approval

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.

BAUMHARDT SAND & GRAVEL INC.

P O Box 8
Eden, WI 53019-0008

INVOICE

Invoice Number: 40953
Invoice Date: Jul 7, 2015
Page: 1

Voice: 920-477-2511

Fax: 920-477-2118

Bill To:

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON RD
GERMANTOWN, WI 53022

Ship to:

Division Road

Customer ID		Customer PO		Payment Terms	
VG01				Net 10 Days	
Sales Rep ID		Shipping Method		Ship Date	Due Date
		Courier			7/17/15
Quantity	Description			Unit Price	Amount
1.00	Culvert Repair Division Road as per Quote			33,702.00	33,702.00

Check/Credit Memo No:

-----Please Return Bottom Portion With Payment-----

Please make checks payable to: BAUMHARDT SAND & GRAVEL INC

We now accept Discover, MasterCard & Visa

VG01

VILLAGE OF
GERMANTOWN

40953

TOTAL 33,702.00

Amount

Paid: _____

BUSINESS OF BOARD OF TRUSTEES
GERMANTOWN, WI
Fire Department

MEETING DATE: August 17, 2015

AGENDA ITEM: Consent Agenda

ITEM TITLE: Position Descriptions

SUBMITTED BY: Chief Gary L. Weiss

SUMMARY EXPLANATION:

Attached are updated Position Descriptions for the Fire Department. The Public Safety Committee approved the descriptions pending the Labor Attorney review. They have been reviewed by the Attorney.

ATTACHMENT: ORDINANCE___ RESOLUTION_____ OTHER_X___

SOG 0802.03

RECOMMENDATION:

The Fire Department respectfully requests that the Board of Trustee's approve the Position Descriptions.

Village of Germantown Job Description

Job Title: Fire Captain (Career)

Department: Fire

Reports To: Assistant Chief

Compensation Plan: Union Compensation Plan

FLSA Status: Non-Exempt

Dates Modified:

Selection: Appointed by the Fire Chief and approved by the Police and Fire Commission

GENERAL STATEMENT OF DUTIES:

A Fire Captain directs the activities of fire personnel during an assigned shift. An employee in this class supervises a number of personnel and has responsibility for their safety. Duties include: assigning, directing, and supervising firefighting, medical emergencies, and related life and property protection; directing the route to be taken to emergency calls; implementing and/or integrating into an incident management system; making decisions regarding firefighting methods to be used; deploying and managing personnel; ensuring the safe operation of fire equipment and apparatus; and assisting Fire Community Services with, and participating in, public education, community relations, and fire prevention programs and activities. This class is also responsible for performing related duties as required.

DISTINGUISHING FEATURES OF THE CLASS:

The responsibility for motivating, supervising, training, and evaluating subordinate-level employees is a significant element of this position. Fire Captains are responsible for prioritizing, scheduling, and completing tasks associated with non-emergency response activities such as pre-fire planning, fire and life safety education, and station-based training activities. Incumbents are required to supervise and participate in the care and maintenance of a fire station, apparatus, equipment, and grounds. A Fire Captain must also be skilled in and capable of performing firefighting duties, and

Fire Captain Job Description

perform these duties as necessary. Work at fire scenes and other emergencies may involve strenuous physical exertion, often under adverse climatic conditions. In these situations, the employee is exposed and subjected to dangers and hazards that could result in severe injuries. Work at this level differs from that of a MPO or firefighter by the ongoing performance of supervisory and administrative work. Supervision is received from Assistant Chief; however, the Fire Captain is still responsible for overall company performance and must exercise independent judgment. Fire Captains are required to work as assigned by the Village, and which may include 24-hour shifts and averaging 56-hour workweeks. Fire Captains may also be assigned to administrative (day) assignments, which involve working, for example 40-hour workweeks. This class is FLSA nonexempt.

SUPERVISION RECEIVED:

Works under the general supervision of the Assistant Chief.

SUPERVISION EXERCISED:

Exercises supervision over firefighter, firefighter/paramedics, MPO's and other POC Members.

EXAMPLES OF DUTIES PERFORMED:

Directs and oversees the coordination of a shift including but not limited to emergency response, fire prevention/inspections, training and station and vehicle maintenance.

Works with the Assistant Chief and Fire Chief to review new practices of fire and EMS operations.

Works with the Assistant Chief to evaluate personnel on their shift and POC firefighters.

Completes reports as required.

Keeps the Chief Officers updated on any citizen complaints or issues.

Assists with the preparation of the department's annual operating budget including General Fund,

Plans and coordinates shift level training program.

Fire Captain Job Description

Operates motor vehicles (i.e., automobiles, fire apparatus and vehicles, and heavy construction equipment) requiring a standard Wisconsin Driver's License.

Operates hydraulic and pneumatic rescue tools, fire pumpers, aerial ladders, ground monitors, etc.

Uses appropriate hand and power tools (such as axes and prying devices) to gain entry into vehicles or structures.

Performs search and rescue functions inside burning buildings, and treats victims who require first aid. Aims and/or directs placement of fire streams.

Works in small, cramped areas in order to rescue trapped, endangered, or injured people.

Climb ladders or steps, and works at heights greater than 10 feet to reach people trapped on building roofs.

Monitors firefighting performance to determine compliance with Fire and Medical Department Standard Operating Procedures and related standards.

Distinguishes colors to identify chemicals involved in fires by smoke color, and to identify the National Fire Protection Association (NFPA) 704M System, Hazardous Materials.

Uses appropriate Personal Protection Equipment (PPE), including a self-contained breathing apparatus (SCBA), while performing firefighting-related tasks in environments that may be immediately dangerous to life (IDLH atmospheres). Meets scheduling and attendance requirements.

Prioritizes, assigns, and directs personnel during emergency scene operations under stressful conditions.

Functions as an Incident Commander, Sector, or Branch Officer as needed or assigned.

Evaluates subordinates' work performance to ensure conformance to standards.

Analyzes data, such as documented work behaviors, evaluations, reports, and product information, in order to make recommendations to management regarding work performance, disciplinary actions, and the purchase or replacement of equipment.

Comprehends and makes inferences from written material to: perform work safely, and operate equipment at emergency incidents according to equipment instructions

Fire Captain Job Description

and preplans; performs emergency operation duties in accordance with department standard operating procedures; and identifies, resolves, and/or refers life safety hazards in buildings. Learns job-related material relating to EMS, supervisory, and firefighting duties through on-the-job training and in classroom settings.

Maintains prompt, predictable and regular physical attendance.

Maintains the ability to lawfully perform all duties required of the position at all times.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of: firefighting methods and modern fire prevention practices; locally adopted fire code; emergency medical methods and procedures; overhaul and salvage operations; hydraulics principles and their application to fire apparatus operation;

DESIRED EXPERIENCE AND TRAINING:

Six years current consecutive firefighting experience with the Village of Germantown Fire Department.

MINIMUM QUALIFICATIONS REQUIRED

- Firefighter I & II Certification
- Wisconsin State MPO Certification.
- Emergency Medical Technician-Basic (and maintain certification throughout employment).
- ICS 100, 200, 700, 800
- Fire inspector Certification (within one year of appointment, if class is offered).
- Must possess and maintain a valid Wisconsin Driver's License. Must meet the qualifications to wear a tight fitting respirator by passing a medical evaluation in accordance with CFR 1910.134 by hire or promotion date and must maintain certification

PREFERRED QUALIFICATIONS

EMT-Advanced Technician

Fire Captain Job Description

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

Operates motor vehicles (i.e., automobiles, fire apparatus and vehicles, and heavy construction equipment) requiring a standard Wisconsin Driver's License. Operates hydraulic and pneumatic rescue tools, fire pumpers, aerial ladders, ground monitors, etc. Uses appropriate hand and power tools (such as axes and prying devices) to gain entry into vehicles or structures. Performs search and rescue functions inside burning buildings, and treats victims who require first aid. Aims and/or directs placement of fire streams. Works in small, cramped areas in order to rescue trapped, endangered, or injured people. Climb ladders or steps, and works at heights greater than 10 feet to reach people trapped on building roofs. Moves dirt and burned-building debris to rescue trapped or endangered persons, or to overhaul a structure.

Moves earth with various tools in fighting brush fires and rescuing trapped persons from cave-ins.

Moves objects weighing up to 165 pounds or more (i.e., five-inch fire hoses, EMS equipment, smoke ejectors, trauma boxes, persons on body boards, and salvage equipment) for distances of more than 20 feet.

Uses common hand tools to perform tasks at emergency scenes or at the fire station.

Detects the following: natural gas leaks while performing emergency work; traffic sounds when approaching traffic at vehicle accidents in roadways; sounds of impending building collapse; calls for assistance; and alarms, sirens, and other signs of alarm or warning in order to remove self from danger and assist others in hazardous situations.

Works in a variety of extreme Wisconsin weather conditions.

Enters data into a personal computer (PC) or other keyboard device to document fires, first aid incidents, and Partners in Prevention reports.

Must be able to perform the physical duties of subordinate personnel..

Distinguishes colors to identify chemicals involved in fires by smoke color, and to identify the National Fire Protection Association (NFPA) 704M System, Hazardous Materials.

Fire Captain Job Description

Uses appropriate Personal Protection Equipment (PPE), including a self-contained breathing apparatus (SCBA), while performing firefighting-related tasks in environments that may be immediately dangerous to life (IDLH atmospheres).

Meets scheduling and attendance requirements.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This work environment has a moderate noise level.

Nothing in this job description limits management's right to assign or reassign duties and responsibilities to this job at any time. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Prepared by the Fire Chief on

Reviewed and Approved by the Village Administrator on

Reviewed and Approved by the General Government and Finance Committee on:

Reviewed and Approved by the Village Board:

**Village of Germantown
Job Description**

Job Title: Assistant Fire Chief (Career)

Department: Fire

Reports To: Fire Chief

Compensation Plan: Salary

FLSA Status: Exempt

Dates Modified:

Selection: Appointed by the Fire Chief and approved by the Police and Fire Commission

GENERAL STATEMENT OF DUTIES:

An Assistant Fire Chief supervises, leads, and directs the activities of one or more of the divisions in the Fire Department. The Assistant Fire Chief participates in planning, developing policy, and resolving departmental problems and issues within the department as a whole and their area of assignment; assists the Fire Chief with fiscal management; and represents the Fire Chief and the department in various situations. This position performs related duties as required.

DISTINGUISHING FEATURES OF THE CLASS:

This class reports to and receives general supervision from the Fire Chief who reviews and evaluates work performance through conferences, reports, and overall results achieved. This class is distinguished from the lower-level Captain class by the direct responsibility for the function of a division within the Fire Department, which involves a considerably greater level of decision-making and scope of managerial and administrative duties performed. This class is FLSA exempt-executive and exempt administrative. An Assistant Chief must also be skilled in and capable of performing firefighter duties, and perform these duties as necessary. Work at fire scene and other emergencies may involve strenuous physical exertion, often under adverse climatic conditions. In these situations, the employee is exposed and subjected to dangers and hazards that could result in injuries.

Assistant Fire Chief Job Description

SUPERVISION RECEIVED:

Works under the general supervision of the Fire Chief.

SUPERVISION EXERCISED:

Exercises supervision over firefighter, firefighter/paramedics, fire inspectors, MPO's Captains and other POC Members. This is the second in command position of the Fire Department.

EXAMPLES OF ESSENTIAL DUTIES PERFORMED:

Directs and oversees the coordination of a shift including but not limited to emergency response, fire prevention/inspections, training and station and vehicle maintenance.

Works with subordinate command staff and the Fire Chief to review new practices of fire and EMS operations.

Works with subordinate command staff and the Fire Chief to evaluate personnel on their shift and POC firefighters. Evaluates subordinate personnel.

Completed reports as required.

Keeps the Chief Officers updated on any citizen complaints or issues.

Assists with the preparation of the department's annual operating budget including General Fund,

Plans and coordinates shift level training program.

Operates motor vehicles (i.e., automobiles, fire apparatus and vehicles, and heavy construction equipment) requiring a standard Wisconsin Driver's License.

Operates hydraulic and pneumatic rescue tools, fire pumpers, aerial ladders, ground monitors, etc.

Uses appropriate hand and power tools (such as axes and prying devices) to gain entry into vehicles or structures.

Performs search and rescue functions inside burning buildings, and treats victims who require first aid. Aims and/or directs placement of fire streams.

Assistant Fire Chief Job Description

Works in small, cramped areas in order to rescue trapped, endangered, or injured people.

Climb ladders or steps, and works at heights greater than 10 feet to reach people trapped on building roofs.

Monitors firefighting performance to determine compliance with Fire and Medical Department Standard Operating Procedures and related standards.

Distinguishes colors to identify chemicals involved in fires by smoke color, and to identify the National Fire Protection Association (NFPA) 704M System, Hazardous Materials.

Uses appropriate Personal Protection Equipment (PPE), including a self-contained breathing apparatus (SCBA), while performing firefighting-related tasks in environments that may be immediately dangerous to life (IDLH atmospheres). Meets scheduling and attendance requirements.

Prioritizes, assigns, and directs personnel during emergency scene operations under stressful conditions.

Functions as an Incident Commander, Sector, or Branch Officer as needed or assigned.

Evaluates subordinates' work performance to ensure conformance to standards.

Analyzes data, such as documented work behaviors, evaluations, reports, and product information, in order to make recommendations to management regarding work performance, disciplinary actions, and the purchase or replacement of equipment.

Comprehends and makes inferences from written material to: perform work safely, and operate equipment at emergency incidents according to equipment instructions and preplans; performs emergency operation duties in accordance with department standard operating procedures; and identifies, resolves, and/or refers life safety

Hazards in buildings. Learns job-related material relating to EMS, supervisory, and firefighting duties through on-the-job training and in classroom settings.

Maintains prompt, predictable and regular physical attendance.

Maintains the ability to lawfully perform all duties required of the position at all times.

DESIRED EXPERIENCE AND TRAINING:

Assistant Fire Chief Job Description

Minimum Qualification(s) Required. Ten years' firefighting or other sworn experience with the Germantown Fire Department or similar sized department at the rank of Lieutenant or higher.

Documented management experience

Wisconsin Firefighter II

ICS 100, 200, 700 and 800

MPO

EMT-Advanced

Current college level classes in the following (or with one year of appointment if the class is offered).

Fire Officer 1

ICS 300, and 400

Firefighting Tactics and Strategy

Fundamental of Fire Prevention

All-risk public education program elements and practices; modern management techniques, supervisory and leadership practices, and evaluation methods;

Governmental organization and management objectives; the principles and methods of budget preparation and monitoring;

The facilities, equipment, and personnel needed to provide fire department services;

Incident Command including firefighting tactics and strategy, fireground factors, tactical priorities, rescue operations, fire control considerations, apparatus placement, property conservation, fire stream management, communications, hazardous materials, special operations, fireground safety, and major medical operations;

The chemistry and effects of fire on various types of building construction and materials; and progressive approaches to employee relations programs.

Assistant Fire Chief Job Description

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of: firefighting methods and modern fire prevention practices; locally adopted fire code; emergency medical methods and procedures; overhaul and salvage operations; hydraulics principles and their application to fire apparatus operation;

Ability to:

Work cooperatively and develop partnerships with employee groups, outside agencies, and other elements of the community;

Supervise and evaluate the work of staff and assigned work teams; provide leadership to assigned supervisors through planning, organizing, motivating, providing work-related challenges, and evaluating objectively;

Deal persuasively and effectively with property owners and the general public; think conceptually, observe and evaluate trends, analyze data, draw logical conclusions, and make sound decisions and recommendations;

React to emergency situations quickly and calmly to adopt effective courses of action, giving consideration to surrounding hazards and circumstances;

Assess and assign priorities to administrative issues and work assignments when confronted with several pressing demands at one time; and express ideas, clearly and concisely, both verbally and in writing.

Other Knowledge and Abilities:

Knowledge of:

The learning process, and the theories, principles, techniques, and aids which may be used in fire and life safety training programs; the elements and components of an effective fire department Human Resource Management program;

Communications operations affecting fire dispatching; disaster preparedness, and management and recovery practices; fire apparatus, equipment, building construction, and building maintenance functions;

Basic technical services requirements for hardware and software applications in the Fire Department;

The laws and ordinances pertaining to fire prevention, arson, and the City's building codes; techniques for planning and delivering all-risk public education;

Assistant Fire Chief Job Description

The theories, methods, and practices of fire investigations; and the rules, regulations, procedures, and laws governing the arrest and processing of arson suspects. Ability to: manage complex policy issues and projects relating to Germantown Fire Department service delivery and support functions; work with the Police Department in coordinating dispatch services;

Review and approve communication operation changes affecting Fire Department dispatching; review and approve training manuals provided to the Public Safety Dispatchers handling fire and emergency medical calls;

Provide administrative direction to, and review the recruitment and training of, Firefighter - Recruits, new Firefighters, and the balance of the workforce; work with the

Personnel Office directly, and through an assigned Battalion Chief, in developing and administering entry-level and promotional examinations;

Lead and manage human resources in a positive, productive, and effective manner; work cooperatively with the business community to enhance overall levels of fire and life safety in the community; manage significant emergency and disaster situations; enforce laws, codes, and ordinances relative to new building construction;

Serve as the Fire Department representative on various local, regional, and national committees;

Supervise plan review and public education as it relates to the Fire and Medical Department; and

Work with the state Fire Marshal, state Attorney General, and other government entities in developing policy proposals for how the City will interpret and meet proposed or new rules, regulations, and laws.

Special Requirement(s). Must possess and maintain a valid Wisconsin Driver's License. Must meet the qualifications to wear a tight fitting respirator by passing a medical evaluation in accordance with CFR 1910.134 by hire or promotion date and must maintain certification.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

Operates motor vehicles (i.e., automobiles, fire apparatus and vehicles. requiring a standard Wisconsin Driver's License.

Works in a variety extreme Wisconsin weather conditions.

Assistant Fire Chief Job Description

Enters data into a personal computer (PC) or other keyboard device to document fires, first aid incidents, and Partners in Prevention reports.

Must be able to perform the physical duties of subordinate personnel.

Distinguishes colors to identify chemicals involved in fires by smoke color, and to identify the National Fire Protection Association (NFPA) 704M System, Hazardous Materials.

Uses appropriate Personal Protection Equipment (PPE), including a self-contained breathing apparatus (SCBA), while performing firefighting-related tasks in environments that may be immediately dangerous to life (IDLH atmospheres).

Meets scheduling and attendance requirements.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This work environment has a moderate noise level.

Nothing in this job description limits management's right to assign or reassign duties and responsibilities to this job at any time. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Prepared by the Fire Chief on

Reviewed and Approved by the Village Administrator on

Reviewed and Approved by the General Government and Finance Committee on:

Reviewed and Approved by the Village Board:

Village of Germantown Job Description

Job Title: Firefighter/Motor Pump Operator (Career)

Department: Fire

Reports To: Fire Captain

Compensation Plan: Union Compensation Plan

FLSA Status: Non-Exempt

Dates Modified:

Selection: Appointed by the Fire Chief and approved by the Police and Fire Commission

GENERAL STATEMENT OF DUTIES:

A Motor Pump Operator (MPO) is primarily responsible for the safe and efficient operation of firefighting apparatus in response to emergencies, and for pumpers, ladder trucks, and other special firefighting apparatus at the emergency scene. Duties include driving a fire engine, ladder truck, or other large apparatus to and from fires and drills, regulating the water pressure from a pumper, and checking motorized apparatus for proper operation and general condition. MPO's may participate in other firefighting activities. A portion of a MPO's work also consists of the routine maintenance of apparatus and equipment and to maintain them in a response-ready mode. MPO's may be required to fill in for a Fire Captain in an acting or assigned capacity. This class is responsible for performing related work as required.

DISTINGUISHING FEATURES OF THE CLASS:

Fire Department motorized apparatus operation requires constant alertness, observation, and judgment to ensure the maintenance of proper pressure requirements and adherence to vertical and angular limitations of ladders as dictated by established operating principles. Work at fire scenes and other emergencies may involve strenuous physical exertion, often under very adverse climatic conditions. In these situations, the employee is subjected and exposed to dangers and hazards that could result in severe injuries. Work is performed under the supervision of a Fire Captain who reviews work through observation of work in progress, meetings, and

Firefighter/Motor Pump Operator Job Description

overall results achieved. Occasionally, MPO's may be required to fill in for a Fire Captain in an acting or assigned capacity. MPO's are required to work as assigned by the Village, and which may include 24-hour shifts and 56-hour workweeks; however, the MPO may be assigned to work 8-hour or 10-hour shifts and 40-hour workweeks. This class is FLSA nonexempt.

SUPERVISION RECEIVED:

Works under the general supervision of the Fire Captain

SUPERVISION EXERCISED:

Minimal supervision exercised in this position.

EXAMPLES OF DUTIES PERFORMED:

Operates fire vehicles (i.e., automobiles, fire apparatus, and heavy construction equipment) requiring a standard Wisconsin Driver's License to perform normal and emergency-level firefighting duties.

Operates various types of motorized fire apparatus and ground monitors. Operates power-driven machinery such as hydraulic and pneumatic rescue tools to rescue trapped or endangered persons, and force entry into locked vehicles or structures. Uses axes, pry tools, pike poles, and power saws to gain entry into vehicles or structures. Performs searches and rescues inside buildings on fire, and treats victims who require first aid.

Handles firefighting equipment on apparatus and at emergency scenes.

Works in small, cramped areas in order to rescue trapped, endangered, or injured people. Aims fire streams.

Climbs ladders and works at heights greater than 10 feet to reach and rescue people trapped on building roofs or upper floors.

Moves material such as burnt building debris from one place to another using a shovel, rake, or rubbish hook to rescue trapped or endangered persons, or to overhaul a burned out structure.

Moves objects up to 165 pounds or more (including a five inch fire hose) and EMS equipment for distances of more than 20 feet using a lifting aid as appropriate. Digs up

Firefighter/Motor Pump Operator Job Description

ground using a pick, shovel, spade, or to fight brush fires and rescue trapped persons from cave-ins.

Uses a hammer, saw, screwdriver, or similar tools to overhaul fire scenes, eliminate dangerous situations, and perform routine maintenance on fire apparatus.

Regulate water pressure from a pumper at fires in accordance with principles of hydraulics.

Position ladder trucks at a fire in order to gain the safest and most expeditious access to the building.

Prepare reports on the operation of apparatus.

Give instructions on the operation of apparatus to firefighters.

Become familiar with structures within assigned district in order to detect fire and safety hazards.

Engage in moderate to strenuous physical activity, which under emergency situations may require long working hours under emotional stress.

Exercise a high degree of self-discipline.

Participate in physical fitness programs and comply with department medical and fitness requirements.

Establish and maintain effective working relationships with employees, coworkers, supervisors, and the general public.

Comprehends and makes inferences from written material to perform firefighting duties in accordance with Fire Department standard operating procedures, and building inspections in compliance with. Learns job-related material regarding firefighting and emergency medical services in an on-the-job training setting. Learns job-related material regarding emergency medical training and firefighting tasks in a classroom setting.

Maintains prompt, predictable and regular physical attendance.

Maintains the ability to lawfully perform all duties required of the position at all times.

Firefighter/Motor Pump Operator Job Description

DESIRED EXPERIENCE AND TRAINING:

Three years current consecutive firefighting or other sworn experience with the Germantown Department.

Minimum Qualifications Required.

- Firefighter I & II Certification
- Wisconsin State MPO Certification.
- Emergency Medical Technician-Basic Certification (and maintain throughout employment).
- ICS 100, 200, 700, 800
- Must possess and maintain a valid Wisconsin Driver's License. Must meet the qualifications to wear a tight fitting respirator by passing a medical evaluation in accordance with CFR 1910.134 by hire or promotion date and must maintain certification

Preferred Qualifications:

- EMT-Advanced Technician

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of: firefighting methods and modern fire prevention practices; locally adopted fire code; emergency medical methods and procedures; overhaul and salvage operations; hydraulics principles and their application to fire apparatus operation.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

Operates motor vehicles (i.e., automobiles, fire apparatus and vehicles, and heavy construction equipment) requiring a standard Wisconsin Driver's License. Operates hydraulic and pneumatic rescue tools, fire pumpers, aerial ladders, ground monitors, etc. Uses appropriate hand and power tools (such as axes and prying devices) to gain entry into vehicles or structures. Performs search and rescue functions inside burning buildings, and treats victims who require first aid. Aims and/or directs placement of fire streams. Works in small, cramped areas in order to rescue trapped, endangered, or injured people. Climb ladders or steps, and works at heights greater than 10 feet to

Firefighter/Motor Pump Operator Job Description

reach people trapped on building roofs. Moves dirt and burned-building debris to rescue trapped or endangered persons, or to overhaul a structure.

Moves earth with various tools in fighting brush fires and rescuing trapped persons from cave-ins.

Moves objects weighing up to 50 pounds or more (i.e., five-inch fire hoses, EMS equipment, smoke ejectors, trauma boxes, persons on body boards, and salvage equipment) for distances of more than 20 feet.

Uses common hand tools to perform tasks at emergency scenes or at the fire station.

Detects the following: natural gas leaks while performing emergency work; traffic sounds when approaching traffic at vehicle accidents in roadways; sounds of impending building collapse; calls for assistance; and alarms, sirens, and other signs of alarm or warning in order to remove self from danger and assist others in hazardous situations.

Works in a variety of extreme Wisconsin weather conditions.

Enters data into a personal computer (PC) or other keyboard device to document fires, first aid incidents, and Partners in Prevention reports.

Distinguishes colors to identify chemicals involved in fires by smoke color, and to identify the National Fire Protection Association (NFPA) 704M System, Hazardous Materials.

Uses appropriate Personal Protection Equipment (PPE), including a self-contained breathing apparatus (SCBA), while performing firefighting-related tasks in environments that may be immediately dangerous to life (IDLH atmospheres).

Meets scheduling and attendance requirements.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This work environment has a moderate noise level.

Nothing in this job description limits management's right to assign or reassign duties and responsibilities to this job at any time. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is

Firefighter/Motor Pump Operator Job Description

similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Prepared by the Fire Chief on

Reviewed and Approved by the Village Administrator on

Reviewed and Approved by the General Government and Finance Committee on:

Reviewed and Approved by the Village Board:

Village of Germantown Job Description

Job Title: Firefighter/Paramedic (Career)

Department: Fire

Reports To: Fire Captain

Compensation Plan: Union Compensation Plan

FLSA Status: Non-Exempt

Dates Modified:

Selection: Appointed by the Fire Chief and approved by the Police and Fire Commission

GENERAL STATEMENT OF DUTIES:

Firefighter/Paramedics (FF/PM) perform public safety work involving the protection of life and property by fighting fires, responding to emergency incidents, using Emergency Medical Technician Paramedic (EMT-P) skills, and engaging in fire code enforcement, public education, and station and equipment maintenance activities. This class is responsible for performing related duties as required.

DISTINGUISHING FEATURES OF THE CLASS:

FF/PM's by the nature of their paramedic certification are required to provide a high level of EMS care to victims of illness or accidental injuries. They are required to work as assigned by the Village, and which may include 24-hour shifts and 56-hour work weeks, and may be assigned to work a day assignment (for example, a 40-hour work week). A FF/PM, if qualified may act as a MPO or Fire Captain on a relief or training basis. This class is FLSA nonexempt.

SUPERVISION RECEIVED:

Works under the general supervision of the Fire Captain and Medical Director/EMS Service Director on issues related to EMS care.

Firefighter/Paramedic Job Description

SUPERVISION EXERCISED:

Limited supervision is exercised in this position.

EXAMPLES OF DUTIES PERFORMED:

Responds to emergency incidents, fights fires, and utilizes either basic life support (BLS) or advanced life support (ALS) and paramedic skills, including EKG interpretation, defibrillation, cardiac pacing, administration of medications per protocols, advanced airway procedures including intubation and cricothyrotomy.

Uses firefighting equipment, including fire hoses or apparatus at emergency incidents. Assists in advancing hose lines and making hydrant connections.

Directs water streams on fires.

Operates the following: emergency medical service equipment including but not limited to defibrillations, splints, backboards and basic ambulance equipment.

The use of hydraulic or pneumatic rescue equipment to rescue trapped or endangered persons and to force entry into locked vehicles or structures; fire apparatus during fire suppression activities; and motor vehicles (automobile and fire apparatus) requiring a standard Wisconsin Driver's License to perform regular and emergency firefighting duties.

Uses axes, pry tools, and pike poles to enter vehicles or structures. Uses common hand tools to overhaul a fire scene and perform routine fire apparatus maintenance duties.

Enters data into computers to document incidents and reports.

Wears personal protective equipment weighing approximately 70 pounds: in high humidity (up to 100 percent) situations while wearing personal protective equipment that significantly impairs body cooling; in environments with extreme temperature fluctuations (400+ degrees Fahrenheit); and relies on self-contained breathing apparatus for respiratory ventilation.

Meets scheduling and attendance requirements.

Comprehends and makes inferences from written material, such as Germantown Fire Department Standard Operating Procedures.

Firefighter/Paramedic Job Description

Reads and interprets equipment instructions and preplans to operate equipment in emergency situations. Learns firefighting techniques, firefighting equipment operation, and emergency medical service care through on-the-job training and in classroom settings.

Maintains prompt, predictable and regular physical attendance.

Maintains the ability to lawfully perform all duties required of the position at all times.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of: firefighting methods and modern fire prevention practices; locally adopted fire code; emergency medical paramedic methods and procedures; overhaul and salvage operations; hydraulics principles and their application to fire apparatus operation;

DESIRED EXPERIENCE AND TRAINING:

Minimum Qualification Required:

- Firefighter I & II Certification
- Emergency Medical Technician Paramedic Certification (and maintain throughout employment).
- ICS 100, 200, 700, 800
- Must possess and maintain a valid Wisconsin Driver's License. Must meet the qualifications to wear a tight fitting respirator by passing a medical evaluation in accordance with CFR 1910.134 by hire or promotion date and must maintain certification

Preferred Qualifications:

- MPO

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

Provides paramedic level patient care utilizing departments Standard Operating Medical Guidelines.

Operates motor vehicles (i.e., automobiles, fire apparatus and vehicles, and heavy construction equipment) requiring a standard Wisconsin Driver's License. Operates

Firefighter/Paramedic Job Description

hydraulic and pneumatic rescue tools, fire pumpers, aerial ladders, ground monitors, etc. Uses appropriate hand and power tools (such as axes and prying devices) to gain entry into vehicles or structures. Performs search and rescue functions inside burning buildings, and treats victims who require first aid. Aims and/or directs placement of fire streams. Works in small, cramped areas in order to rescue trapped, endangered, or injured people. Climbs ladders or steps, and works at heights greater than 10 feet to reach people trapped on building roofs. Moves dirt and burned-building debris to rescue trapped or endangered persons, or to overhaul a structure.

Moves earth with various tools in fighting brush fires and rescuing trapped persons from cave-ins.

Moves objects weighing up to 165 pounds or more (i.e., five-inch fire hoses, EMS equipment, smoke ejectors, trauma boxes, persons on body boards, and salvage equipment) for distances of more than 20 feet.

Uses common hand tools to perform tasks at emergency scenes or at the fire station.

Detects the following: natural gas leaks while performing emergency work; traffic sounds when approaching traffic at vehicle accidents in roadways; sounds of impending building collapse; calls for assistance; and alarms, sirens, and other signs of alarm or warning in order to remove self from danger and assist others in hazardous situations.

Works in a variety extreme Wisconsin of weather conditions.

Enters data into a personal computer (PC) or other keyboard device to document fires, first aid incidents, and Partners in Prevention reports.

Meets scheduling and attendance requirements.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This work environment has a moderate noise level.

Nothing in this job description limits management's right to assign or reassign duties and responsibilities to this job at any time. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is

Firefighter/Paramedic Job Description

subject to change by the employer as the needs of the employer and requirements of the job change.

Prepared by the Fire Chief on

Reviewed and Approved by the Village Administrator on

Reviewed and Approved by the General Government and Finance Committee on:

Reviewed and Approved by the Village Board:

Village of Germantown Job Description

Job Title: Fire Inspector (Career)

Department: Fire

Reports To: Fire Chief

Compensation Plan: Union Compensation Plan

FLSA Status: Non-Exempt

Dates Modified:

Selection: Appointed by the Fire Chief and approved by the Police and Fire Commission

GENERAL STATEMENT OF DUTIES:

A Fire Inspector performs firefighting and emergency medical service duties and also independently performs fire inspections of occupancies, of which a majority are considered high-hazard occupancies. including institutional facilities large public assemblies industrial facilities, chemical processing plants, and explosive processing facilities; facilities with special processes such as spraying or dipping processes; and high piled storage. An employee in this class performs technical inspections of buildings, facilities, event grounds, and processes to determine conformance with Village codes and regulations. Delivers safety programs on topics such as fire safety, housekeeping, sprinkler systems, and smoke detectors; researches, analyzes, and reports on topics related to prevention programs; understanding Village goals and policies. Some positions in this class may be assigned to conduct specialized hazardous materials or other inspections and related work associated with these types of inspections. This class is also responsible for performing related duties as required.

DISTINGUISHING FEATURES OF THE CLASS:

The Fire Inspector is distinguished due to the technical knowledge, skills and abilities required to conduct in-depth fire safety inspections, plan review and customer service duties. Incumbents advise the Fire Chief, the State appointed Deputy of the Department of Safety and Professional Services as the Authority Having Jurisdiction related to fire prevention issues within the Village of Germantown. The work of the

Fire Inspector Job Description

Fire Inspector class work is highly independent and requires that employees prioritize their own work, utilize problem solving methods, good judgment, and a high degree of tact and diplomacy. Employees may progress to this class by a noncompetitive promotion or assignment upon meeting the specific criteria-based requirements of performance and certification. Minimal supervision is received from the Fire Chief who reviews work through observations, reports, meetings, and overall inspection results. Employees in this class are required to work as needed on holidays, evenings, or weekends for fire prevention related activities and may be subject to stand-by and call-out. Work schedules and locations are subject to change based on business needs. This class is FLSA nonexempt.

SUPERVISION RECEIVED:

Works under the general supervision of the Fire Chief regarding fire inspection/plan review issues. Otherwise the Fire Captains and Assistant Fire Chief.

SUPERVISION EXERCISED:

Exercises limited supervision over shift firefighters in relation to company level inspections.

EXAMPLES OF DUTIES PERFORMED:

Fire hazards and unsafe conditions and practices;

Fire codes and regulations;

Basic firefighting procedures and methods;

Basic information relating to electrical, mechanical, plumbing, and structural codes;

Building construction and fire protection and life-safety systems;

Public education methods; and

Data entry and computer skills.

Inspect high hazard businesses for fire hazards; verify fire protective equipment and systems maintenance, fire exit adequacy, and compliance with fire prevention laws and standards;

Prioritize and complete inspection and non-inspection assignments; work highly independent;

Fire Inspector Job Description

Follow-up on inspections to gain compliance; present public education programs;

Work with others, problem-solve and determine win/win solutions;

Work effectively with other Inspectors, following direction or providing mentoring as necessary;

Provide a consistent, high-level of customer service; express ideas clearly and concisely, both orally and in writing; and deal persuasively and effectively with property owners and the public.

Operates hydraulic and pneumatic rescue tools, fire pumpers, aerial ladders, ground monitors, etc.

Uses appropriate hand and power tools (such as axes and prying devices) to gain entry into vehicles or structures.

Performs search and rescue functions inside burning buildings, and treats victims who require first aid. Aims and/or directs placement of fire streams.

Works in small, cramped areas in order to rescue trapped, endangered, or injured people.

Climb ladders or steps, and works at heights greater than 10 feet to reach people trapped on building roofs.

Monitors firefighting performance to determine compliance with Fire and Medical Department Standard Operating Procedures and related standards.

Distinguishes colors to identify chemicals involved in fires by smoke color, and to identify the National Fire Protection Association (NFPA) 704M System, Hazardous Materials.

Uses appropriate Personal Protection Equipment (PPE), including a self-contained breathing apparatus (SCBA), while performing firefighting-related tasks in environments that may be immediately dangerous to life (IDLH atmospheres). Meets scheduling and attendance requirements.

Prioritizes own work assignments, conducts research, and analyzes data related to inspections.

May coordinate joint inspections with building inspectors and plan reviewers. Uses Fire Department and other Village resources to conduct research about businesses prior to inspections.

Fire Inspector Job Description

Reviews past inspection reports of site inspections to ensure compliance with the adopted codes and Fire Department Standard Operating Procedures (SOPs).

Determines compliance with life-safety and fire prevention laws and standards. Requires higher level of code and technical knowledge to conduct research on and analyzes hazardous materials classification and code data to present options in resolving fire and life-safety problems.

Takes appropriate steps to ensure compliance with fire prevention and life safety regulations. Resolves issues with business owners and citizens through education, direction, and enforcement.

Review and evaluate sprinkler design calculations and high-piled stock and airflow requirements. Comprehends and interprets local and national fire and life-safety codes and standards, as well as blueprints and schematic drawings.

Learns fire prevention, protection, and public education material through on-the-job training and in classroom settings.

Maintains prompt, predictable and regular physical attendance.

Maintains the ability to lawfully perform all duties required of the position at all times.

DESIRED EXPERIENCE AND TRAINING:

Minimum Qualification Required:

- Firefighter I & II Certification
- Emergency Medical Technician-Basic Certification (and maintain throughout employment).
- ICS 100, 200, 700, 800
- Must possess and maintain a valid Wisconsin Driver's License. Must meet the qualifications to wear a tight fitting respirator by passing a medical evaluation in accordance with CFR 1910.134 by hire or promotion date and must maintain certification.

Fire Inspector Job Description

Preferred Qualifications:

- MPO
- EMT –Advanced

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of: firefighting methods and modern fire prevention practices; locally adopted fire code; emergency medical methods and procedures; overhaul and salvage operations; hydraulics principles and their application to fire apparatus operation.

PHYSICAL DEMANDS:

Operates motor vehicles (i.e., automobiles, fire apparatus and vehicles, and heavy construction equipment) requiring a standard Wisconsin Driver's License. Operates hydraulic and pneumatic rescue tools, fire pumpers, aerial ladders, ground monitors, etc. Uses appropriate hand and power tools (such as axes and prying devices) to gain entry into vehicles or structures. Performs search and rescue functions inside burning buildings, and treats victims who require first aid. Aims and/or directs placement of fire streams. Works in small, cramped areas in order to rescue trapped, endangered, or injured people. Climb ladders or steps, and works at heights greater than 10 feet to reach people trapped on building roofs. Moves dirt and burned-building debris to rescue trapped or endangered persons, or to overhaul a structure.

Moves earth with various tools in fighting brush fires and rescuing trapped persons from cave-ins.

Moves objects weighing up to 165 pounds or more (i.e., five-inch fire hoses, EMS equipment, smoke ejectors, trauma boxes, persons on body boards, and salvage equipment) for distances of more than 20 feet.

Uses common hand tools to perform tasks at emergency scenes or at the fire station.

Works in a variety of extreme Wisconsin weather conditions.

Enters data into a personal computer (PC) or other keyboard device to document fires, first aid incidents, and Partners in Prevention reports.

Fire Inspector Job Description

Uses appropriate Personal Protection Equipment (PPE), including a self-contained breathing apparatus (SCBA), while performing firefighting-related tasks in environments that may be immediately dangerous to life (IDLH atmospheres).

Conduct fire inspections, plan review and meet with the public on fire prevention related issues.

Represents the Fire Chief at meeting related to fire prevention.

Meets scheduling and attendance requirements.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This work environment has a moderate noise level.

Nothing in this job description limits management's right to assign or reassign duties and responsibilities to this job at any time. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Prepared by the Fire Chief on

Reviewed and Approved by the Village Administrator on

Reviewed and Approved by the General Government and Finance Committee on:

Reviewed and Approved by the Village Board:

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X. A

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

MEETING DATE: August 17, 2015

AGENDA ITEM: Public Hearing & New Business (REZONING ORDINANCE & CERTIFIED SURVEY MAP)

ITEM TITLE: Todd Roskopf, Agent for RJTR LLC, Property Owner; 72.15 acres between Lovers Lane Road (north) and Freistadt Road (south) ½-mile east of Maple Road; Rezoning Application & 2-Lot Certified Survey Map (CSM)

SUBMITTED BY: Jeffrey W. Retzlaff, Director, Community Development Department 

SUMMARY EXPLANATION:

Todd Roskopf, Agent for RJTR LLC, Property Owner of a 72.15 acre parcel is seeking approval of a 2-lot Certified Survey Map (CSM) and Rezoning from A-1: Agricultural to Rs-1: Single-family in order to create one (1) 5-acre residential lot.

ATTACHMENTS:

- ◆ 7/13/15 Staff Report
- ◆ 7/13/15 Plan Commission Meeting Minutes
- ◆ Draft Ordinance
- ◆ Preliminary CSM

PLAN COMMISSION RECOMMENDATION:

APPROVE rezoning the proposed 5.0-acre Lot 2 from A-1: Agricultural to Rs-1: Residential; and

APPROVE the 2-lot Certified Survey Map re-division of the 72.15-acre parcel owned RJTR LLC located on Lovers Lane subject to the following (2) conditions:

1. All requirements and technical corrections identified in the Village Surveyor's June 1, 2015 review memo shall be addressed in a revised CSM prior to Village Board approval;
2. The CSM shall be revised to show the Village's 25' wetland setback and the DNR's 75' impervious surface protection area setback boundaries, and, notations indicating that DNR and/or Village of Germantown permits or approvals may be required for any development or land disturbance proposed within these setback areas.

ORDINANCE NO. xx-15

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP
OF THE VILLAGE OF GERMANTOWN ZONING CODE

(RJTR LLC, Property Owner)

THE VILLAGE BOARD OF THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY,
WISCONSIN, ORDAINS AS FOLLOWS:

SECTION 1. That the zoning map of the Village of Germantown is amended by rezoning from the A-2: Agricultural District to the Rs-1: Single-family District the following described property:

A 5.0 acre parcel within a portion of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 26, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of the Southwest 1/4 of said Section 26; thence South 89°07'43" West along the south line of said Southwest 1/4, 701.50 feet to the point of beginning; thence continuing South 89°07'43" West along said south line, 535.94 feet to a point on a curve on the east right of way line of the Wisconsin Department of Transportation Rail Road; thence northwesterly 134.23 feet along said curve to the right end of said east right of way line, whose radius is 3769.72 feet and whose chord bears North 70°51'54.5" West, 134.22 feet to the west line of the East 1/2 of said Southwest 1/4; thence North 02°21'49" West along said west line, 2236.61 feet to the southwest corner of Certified Survey Map No. 71; thence North 88°50'04" East along the south line of said Certified Survey Map No. 71, 240.00 feet to the southeast corner of said Certified Survey Map No. 71; thence North 02°21'49" West along the east line of said Certified Survey Map No. 71 and then continuing, 363.60 feet to the north line of said Southwest 1/4; thence North 88°50'04" East along said north line, 1069.49 feet to the northeast corner of said Southwest 1/4; thence South 03°30'05" East along the east line of said Southwest 1/4; 2292.28 feet to the north line of Certified Survey Map No. 70; thence South 89°07'43" West along said north line and then continuing, 584.89 feet; thence South 00°52'17" East, 361.50 feet to the point of beginning. Containing in all 3,197,336 square feet (73.4007 acres) gross and 3,142,807 square feet (72.1489 acres) net of land, more or less.

SECTION 2. This ordinance shall take effect and be in full force the day after its passage and publication, as provided by law.

Introduced by Trustee: _____

Adopted: _____, 2015

Vote: Ayes: _____ Nays: _____ Absent: _____

Dean M. Wolter, Village President

ATTEST:

Barbara K. D. Goeckner, Village Clerk

APPROVED AS TO FORM:

Brian Sajdak, Attorney

Published:

CERTIFIED SURVEY MAP (CSM) & REZONING

7/13/15 Plan Commission Meeting

RJTR LLC / Todd Roskopf

Village Planner Report

Germantown, Wisconsin

Summary

Todd Roskopf, agent for RJTR LLC, property owner of 72.15 acres of land located between Lovers Lane (north) and Freistadt Road (south) ¼ mile east of Maple Road is requesting approval of a rezoning and 2-lot Certified Survey Map (CSM) in order to create one (1) 5-acre residential lot.

Location: Lovers Lane (north) and Freistadt Road (south) ¼ mile east of Maple Road

**Property Owner/
Applicant:** RJTR LLC
c/o Todd Roskopf
N124 W18109 W. Lovers Lane
Germantown, WI

Current Zoning District: A-1: Agricultural
Proposed Zoning District: Rs-1: Single-family

Adjacent Land Uses		Zoning
North	Agricultural	A-1
South	Residential/Industrial	Rs2/M-1
East	Agricultural	A-1
West	Agricultural	A-1



Proposal

Todd Roskopf, agent for RJTR LLC, property owner of 72.15 acres of land located between Lovers Lane (north) and Freistadt Road (south) ¼ mile east of Maple Road is requesting approval of a rezoning and 2-lot Certified Survey Map (CSM) in order to create one (1) 5-acre residential lot

Staff CommentsConsistency with Village's Land Use Plan.

The 2020 Land Use Plan map classifies portions of this property as "Agricultural/Conservation Residential" and "Environmental Corridor". The proposed Rs-1 rezoning for the 5-acre parcel is consistent with the 2020 Land Use Plan.

Conformance with Zoning District & Subdivision Requirements.

The proposed 5-acre parcel meets the requirements of the Rs-1 Zoning District. Soil evaluations have been prepared and indicate the 5-acre parcel can support on-site sanitary system (mound).

The proposed driveway access abutting the west property line, while somewhat circuitous, is intended to cause as little disruption to the tillable portions of the land as possible.

As noted on the CSM and wetland delineation report prepared by SEWERPC, the southernmost 1/3 portion of the property is an area designated as "Primary Environmental Corridor" by SEWRPC and reflected in the Village's 2020 LUP map. The wetland complex located within this area is designated as an "Advanced Delineation and Identification" (i.e. higher quality wetlands) wetland under federal wetland regulations and Clean Water Act. As such, a minimum 75' impervious area setback from the wetland boundary is required under Wis. Admin. Code NR 151. This DNR-enforced setback is intended to protect said higher quality wetlands by requiring a DNR permit for any proposed development within the 75' setback area that involves the installation of any impervious surfaces (e.g. buildings, concrete pads, etc). This 75' setback is in addition to the Village's 25' "no touch" wetland setback. The CSM should be revised to include the 25' and 75' setback boundaries, and, notations indicating that: "DNR and/or Village of Germantown permits or approvals may be required for any development or land disturbance proposed within these setback areas".

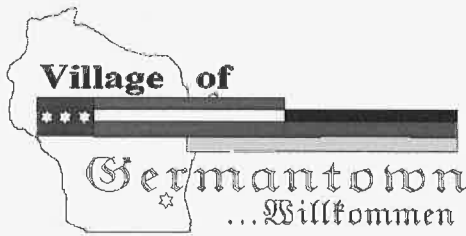
The Village Surveyor has identified a number of code requirements and technical corrections in a June 11, 2015 memo (copy attached) that need to be addressed in a revised CSM prior to Village Board approval. Most notable is the need to dedicate a total of 40' for right-of-way along Lovers Lane (vs. the 33' shown) and a total of 60' for right-of-way along Freistadt Road (vs. the 33' shown).

Village Planner Recommendation

APPROVE the proposed A-2 to Rs-1 Rezoning for the proposed 5-acre parcel (Lot 2 on the proposed CSM);

APPROVE the proposed 2-lot Certified Survey Map (CSM) as drafted subject to the following conditions:

1. All requirements and technical corrections identified in the Village Surveyor's June 1, 2015 review memo shall be addressed in a revised CSM prior to Village Board approval;
2. The CSM shall be revised to show the Village's 25' wetland setback and the DNR's 75' impervious surface protection area setback boundaries, and, notations indicating that DNR and/or Village of Germantown permits or approvals may be required for any development or land disturbance proposed within these setback areas.



Engineering Department Memorandum

To: Jeff Retzlaff Village Planner
CC:
From: Bob Beilfuss, PLS, Village Surveyor
Date: June 11, 2015
Re: Roskopf CSM

Jeff,

Here are my review comments for the CSM received 6/9/2015.

Certified Survey Map

Applicant or Owner: RJTR LLC
Land Surveyor/Firm: JSD Professional Services
Current Zoning: A-1
Rezoning Requested: RS-1 (to create a residential home located on Lot 2)

1. The professional land surveyor of record, John Konopacki, PLS is no longer working for JSD Professional Services. I contacted Rich Wagner, PLS, Executive Vice President of the company and he said I should forward any review comments to him and he would take care of them.

We can expect the next document to be sealed and signed by another PLS from the Waukesha office of JSD.

2. There are a couple distances and notes on sheet 1 and 2 that were screened out for some reason. This could be a software related issue during plotting. These need to be removed so the underlying text is readable.
3. No building setbacks shown. Per the Village Zoning Code, the building setbacks for a RS-1 zoning are as follows:
Front: 45'
Side: 30'
Rear: 35'

The PLS should date stamp this zoning information as setbacks can change.

4. The maps on the sheet 1 and 2 do not scale.
5. The graphics scales on the sheet 1 and 2 do not scale.
6. The right of way dedication for Lovers Lane is 40'.

7. The right of way dedication for Freistadt Road is 60'.
8. With the change in right of way dedication, the boundary dimensions and areas for Lot 1 and 2 will need to be adjusted. The curve table will need to be revised and the boundary markers will need to be relocated to the new R/W lines.
9. The net area shown in the Surveyor's Certificate will need to be revised due to the change in road right of way dedication.
10. The soil borings for Lot 2 will need to be shown on Sheet 1.
11. The existing well for the existing home needs to be shown on sheet 1.
12. The existing septic system for the existing home needs to be shown on sheet 1.
13. The Chairman of the Village Planning Commission is Dean Wolter. The Planning Commission approval certificate needs to be revised
14. The Village President is Dean Wolter. The Village Clerk is Barbara K.D. Goeckner. The Village Board approval certificate needs to be revised.
15. A Certificate of Corporate Mortgagee is required unless the owner can provide written proof of ownership that the properties are free of mortgage from a lending institution and the lending institution no longer holds an interest in the parcel involved in this document.

Document Submittals and Data Conversion

As of October, 2005, the Village of Germantown requires a digital copy of all Certified Survey Maps, Condominium Plats and Subdivision Plats in addition to the documents as required by Wisconsin Statute and Village Ordinances as part of the land division approval.

Prior to Recording the Certified Survey Map, the professional land surveyor is responsible for submitting a copy of the AutoCad drawing file (.dwg) of the document in version 2007 on compact disk (CD) or via email to the Village Surveyor.

All digital professional land surveyor seals and signatures will be purged from the digital copy prior to submittal.

The model space of the drawing will be done in Wisconsin State Plane Coordinate System, South Zone (NAD 1927 datum) and the Grid Bearing basis.

Prior to Recording the Certified Survey Map, the Village Engineering Department will verify that the boundary markers have been installed as described on the submitted map. All boundary corners are to be clearly marked in the field by the professional land surveyor of record.

N112 W15568 Mequon Road subject to the following conditions:

- 1. One (1) of the proposed 3' x 6' wall signs is allowed on the southwest elevation provided it can be re-positioned between (vs on top of) the simulated exposed half-timbering on the wall surface;***
- 2. Once the wall sign is installed, all existing window signs shall be removed from the windows on the southwest elevation facing Mequon Road.***

MOTION carried unanimously.

Gene & Carol Phillips – W188 N10051 Maple Road. The property owners of two 1-acre parcels are seeking approval of a 1-lot Certified Survey Map (CSM) in order to combine the parcels. Planner Retzlaff summarized the proposal.

MOTION Gray second Shadid to Approve the 1-lot Certified Survey Map lot combination of the two lots owned by Gene & Carol Phillips located at W188 N10051 Maple Road subject to the following conditions:

- 1. All technical corrections identified in the Village Surveyor's June 9, 2015 review memo shall be addressed in a revised CSM prior to recording.***

MOTION carried unanimously.

Todd Roskopf – N124 W18109 Lovers Lane. RJTR LLC, property owner of 72.15 acres of land located between Lovers Lane (north) and Freistadt Road (south) ¼ mile east of Maple Road is requesting approval of a rezoning and 2-lot Certified Survey Map (CSM) in order to create one (1) 5-acre residential lot. Planner Retzlaff summarized the proposal.

MOTION Laszewski second Shadid to Approve the proposed A-1 to Rs-1 Rezoning for the proposed 5-acre parcel (Lot 2 on the proposed CSM);

Approve the proposed 2-lot Certified Survey Map (CSM) as drafted subject to the following conditions:

- 1. All requirements and technical corrections identified in the Village Surveyor's June 1, 2015 review memo shall be addressed in a revised CSM prior to Village Board approval.***
- 2. The CSM shall be revised to show the Village's 25' wetland setback and the DNR's 75' impervious surface protection area setback boundaries, and, notations indicating that DNR and/or Village of Germantown permits or approvals may be required for any Development or land disturbance proposed within these setback areas.***

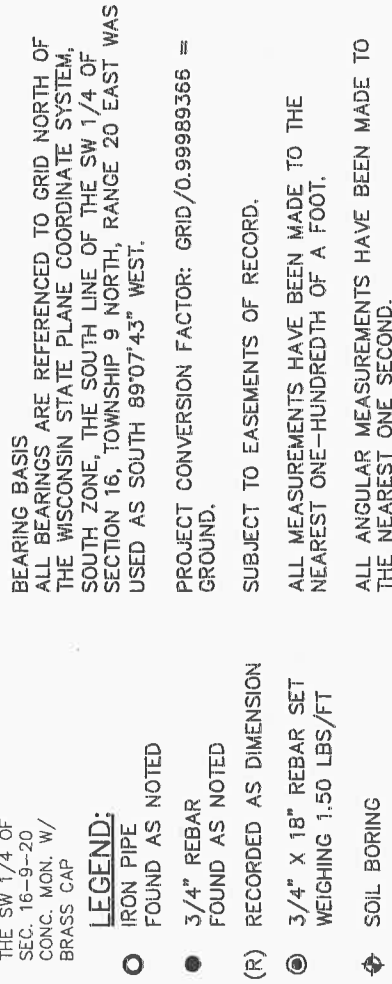
MOTION carried unanimously.

First Choice Ingredients – N112 W19528 Mequon Road. P&M Properties of Germantown, property owner, has submitted revised site development and building plans for a 4,482 sqft building addition, parking lot expansion and 3,020 sqft office addition to the existing facility. Planner Retzlaff summarized the proposal.

MOTION Shadid second Nilles to Approve the site development and building plans for

CERTIFIED SURVEY MAP No. _____

BEING A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16,
TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



DATED THIS 30TH DAY OF JULY, 2013
THIS INSTRUMENT WAS DRAFTED BY CRAIG W. RILEY; S-2264

CERTIFIED SURVEY MAP No. _____

BEING A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16,
TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

State of Wisconsin)
County of Washington) SS

I, Craig W. Riley, Professional Land Surveyor, do hereby certify that I have surveyed, divided, dedicated and mapped a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 16, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of the Southwest 1/4 of said Section 16; thence South 89°07'43" West along the south line of said Southwest 1/4, 701.50 feet to the point of beginning;

Thence continuing South 89°07'43" West along said south line, 535.94 feet to a point on a curve on the east right of way line of the Wisconsin Department of Transportation Rail Road; thence northwesterly 134.23 feet along said curve to the right and said east right of way line, whose radius is 3769.72 feet and whose chord bears North 70°51'54.5" West, 134.22 feet to the west line of the East 1/2 of said Southwest 1/4; thence North 02°21'49" West along said west line, 2236.61 feet to the southwest corner of Certified Survey Map No. 71; thence North 88°50'04" East along the south line of said Certified Survey Map No. 71, 240.00 feet to the southeast corner of said Certified Survey Map No. 71; thence North 02°21'49" West along the east line of said Certified Survey Map No. 71 and then continuing, 363.00 feet the north line of said Southwest 1/4; thence North 88°50'04" East along said north line, 1069.49 feet to the northeast corner of said Southwest 1/4; thence South 03°30'05" East along the east line of said Southwest 1/4, 2292.28 feet the north line of Certified Survey Map No. 70; thence South 89°07'43" West along said north line and then continuing, 684.89 feet; thence South 00°52'17" East, 361.50 feet to the point of beginning.

Containing in all 3,197,336 square feet (73.4007 acres) gross and 3,117,657 square feet (71.5716 acres) net of land, more or less.

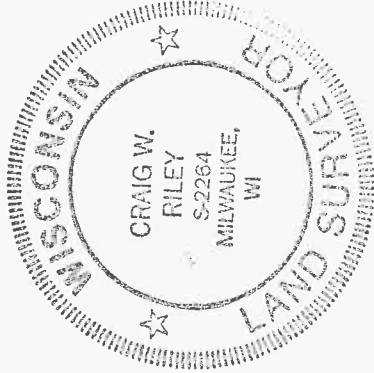
All subject to easements and restrictions of record and potential future road widening and government restrictions, if any.

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

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

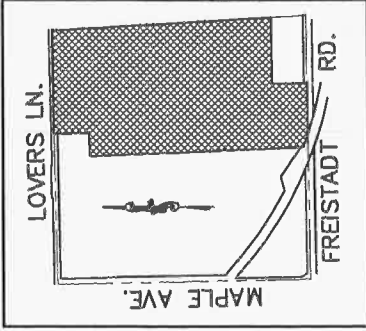
That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 17 and 18 of the Village of Germantown Zoning and Land Division Ordinances in surveying, dividing, dedicating and mapping the same.

DATED THIS 30th DAY OF July, 2015



Craig W. Riley
Craig W. Riley, P.L.S.
Professional Land Surveyor, S-2264

LOCATION MAP



SW 1/4 SEC. 16, T9N, R20E
SCALE 1" = 2000'

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	134.23'	3769.72'	02°02'25"	N70°51'54.5"W	134.22'
C2	97.76'	3769.72'	01°29'09"	N71°08'32.5"W	97.76'
C3	36.47'	3769.72'	00°33'16"	N70°07'20"W	36.47'

CERTIFIED SURVEY MAP No. _____

BEING A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16,
TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

RJTR LLC, a Wisconsin Limited Liability Company duly organized and existing under the virtue of the Laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described in the foregoing affidavit of Craig W. Riley, to be surveyed, divided, dedicated and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 17 and 18 of the Village of Germantown Zoning Land Division Ordinances. As Owner(s), we hereby dedicate that part of Lovers Lane and Freistadt Road to the Village of Germantown for public road purposes as represented on Sheet 1 of 4 and Sheet 2 of 4 of this Certified Survey Map.

RJTR LLC, a Wisconsin Limited Liability Company

_____)
State of Wisconsin)
_____) SS
_____ County)

_____ DATE

Personally came before me this _____ day of _____, 2015, the above named _____, of the above named Wisconsin Limited Liability Company, RJTR LLC, known to me to be the person who executed the foregoing instrument and to me known to be such _____ of said company, and acknowledge that he executed the foregoing instrument as such Managing Partner, as the deed of said company, by it's authority.

(sign)

(print)
Notary Public, _____ County, _____
My Commission Expires _____

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL

This Certified Survey Map is hereby approved by the Planning Commission of the Village of Germantown on this _____ day of _____, 2015.

DEAN WOLTER, CHAIRMAN _____ DATE _____

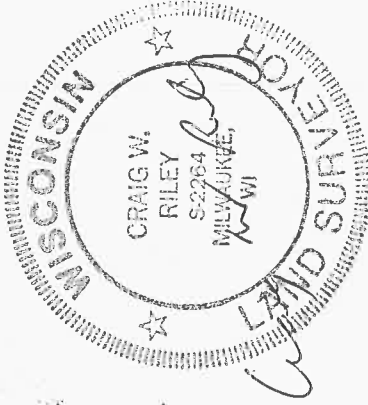
LORI JOHNSON, SECRETARY _____ DATE _____

VILLAGE BOARD APPROVAL

This Certified Survey Map, being a division of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 16, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, having been approved by the Planning Commission being the same, is hereby approved and the dedication of that part of Lovers Land and Freistadt Road for public road purposes as shown on Sheet 1 of 4 and Sheet 2 of 4 is hereby accepted by the Village Board of Trustees of the Village of Germantown on this _____ day of _____, 2015.

DEAN WOLTER, VILLAGE PRESIDENT _____ DATE _____

BARBARA K.D. GOECKNER, VILLAGE CLERK _____ DATE _____



X.B

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

MEETING DATE: August 17, 2015

AGENDA ITEM: New Business (CERTIFIED SURVEY MAP)

ITEM TITLE: Gene & Carol Phillips, Property Owners; W188 N10051 Maple Road; 2-Lot Certified Survey Map (CSM)

SUBMITTED BY: Jeffrey W. Retzlaff, Director, Community Development Department



SUMMARY EXPLANATION:

Gene & Carol Phillips, Property Owners of two (2) 1-acre lots are seeking approval of a 2-lot Certified Survey Map (CSM) in order to combine the lots into one (1) 2-acre lot (need the additional area to construct a larger detached accessory building).

ATTACHMENTS:

- ◆ 7/13/15 Staff Report
- ◆ 7/13/15 Plan Commission Meeting Minutes
- ◆ Preliminary CSM

PLAN COMMISSION RECOMMENDATION:

APPROVE the 2-lot Certified Survey Map lot combination owned by Gene & Carol Phillips located at W188 N10051 Maple Road subject to the following (1) condition:

1. All technical corrections identified in the Village Surveyor's June 9, 2015 review memo shall be addressed in a revised CSM prior to recording.

CERTIFIED SURVEY MAP (CSM) APPLICATION

7/13/15 Plan Commission Meeting

Gene & Carol Phillips

Village Planner Report

Germantown, Wisconsin

Summary

Gene & Carol Phillips, property owners of two 1.0-acre parcels on Maple Road are seeking approval of a 1-lot Certified Survey Map (CSM) in order to combine the parcels.

Location: W188 N10051 Maple Road (1/4 mile north of Appleton Ave)

Applicant/

Property Owner: Gene & Carol Phillips
W188 N10051 Maple Road
Germantown, WI

Zoning District: Rs-4: Single-family Residential

Adjacent Land Uses		Zoning
North	Residential	Rs-3
South	Industrial (Willow Creek Bus. Park)	M-1
East	Agricultural	A-1
West	Industrial (Willow Creek Bus. Park)	M-1



Proposal

Gene & Carol Phillips, property owners of two 1.0-acre parcels on Maple Road are seeking approval of a 1-lot Certified Survey Map (CSM) in order to combine the parcels. Given the relatively narrow width of the lots (120') and placement of the existing home and detached accessory building on the northernmost lot, the two lots need to be combined in order for the Phillips to further develop their property. At this time, the Phillips would like to join the existing detached garage to the existing dwelling by way of a breezeway, and, construct a new detached building further south on the joined property.

Staff Analysis

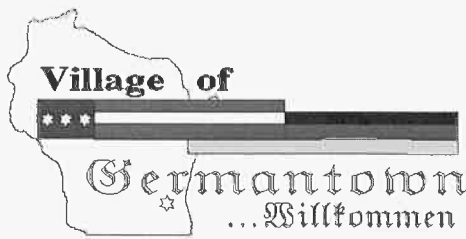
The proposed lot combination is consistent with the Rs-4 Zoning District regulations and 2020 Land Use Plan map that classifies this area as "Agricultural/Conservation Residential".

The Village Surveyor has identified a number of issues and technical corrections in an June 9, 2015 memo (copy attached) that need to be considered if the proposed land division is approved, and, ultimately corrected to the CSM prior to recording.

Village Planner Recommendation

APPROVE the 1-lot Certified Survey Map lot combination of the two lots owned by Gene & Carol Phillips located at W188 N10051 Maple Road subject to the following conditions:

1. All technical corrections identified in the Village Surveyor's June 9, 2015 review memo shall be addressed in a revised CSM prior to recording.



Engineering Department Memorandum

To: Jeff Retzlaff Village Planner
CC:
From: Bob Beilfuss, PLS, Village Surveyor
Date: June 9 , 2015
Re: Phillips-Maple Road CSM

Jeff,

Here are my review comments for the CSM received 6/9/2015.

Certified Survey Map

Applicant or Owner: Gene and Carol Phillips
Land Surveyor/Firm: Rick Hillmann, PLS Continental Surveying Services, LLC
Current Zoning:
Rezoning Requested: None

1. Need to show existing well and septic.
2. No professional seals on third and fourth sheet. (Required per A-E 2.02 (7)(b)(1))
3. No signatures on professional seals. (Required per A-E 2.02 (7)(b)(1))
4. Property zoning is incorrect. The property is currently zoned RS-4
5. Building setbacks shown are incorrect. Per the Village Zoning Code, the building setbacks for a RS-4 zoning are as follows:
Front: 40'
Side: 20'
Rear: 35'

As the existing house is 17.3' from the north property line, the parcel is legal non-conforming.

6. As two parcels are being combined, the original lot line needs to be shown.
7. The map on the first sheet does not scale.
8. The graphics scale does not scale.
9. The sheet numbers are incorrect.

June 9, 2015

10. The Wisconsin State Plane Coordinate System-South Zone grid coordinates for one of the USPLSS monuments needs to be added.
11. The existing well needs to be shown on sheet 1.
12. The existing septic system needs to be shown on sheet 1.
13. Replace Village Board certificate with the following:

Village of Germantown Board Approval

This Certified Survey Map, being a division of (¼ ¼ Section __, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, having been approved by the Planning Commission being the same, is hereby approved and *the dedication of that part of Maple Road for public road purposes as shown on Sheet __ of __ is hereby accepted by the Village Board of Trustees of the Village of Germantown on this __ day of __, 2015.*

Dean Wolter, Village President

Date

Barbara K.D. Goeckner, Village Clerk

Date

14. A Certificate of Mortgagee is required unless the owner can provide written proof of ownership that the properties are free of mortgage from a lending institution and the lending institution no longer holds an interest in either of the two parcels involved in this document.

Document Submittals and Data Conversion

As of October, 2005, the Village of Germantown requires a digital copy of all Certified Survey Maps, Condominium Plats and Subdivision Plats in addition to the documents as required by Wisconsin Statute and Village Ordinances as part of the land division approval.

Prior to Recording the Certified Survey Map, the professional land surveyor is responsible for submitting a copy of the AutoCad drawing file (.dwg) of the document in version 2007 on compact disk (CD) or via email to the Village Surveyor.

All digital professional land surveyor seals and signatures will be purged from the digital copy prior to submittal.

The model space of the drawing will be done in Wisconsin State Plane Coordinate System, South Zone (NAD 1927 datum) and the Grid Bearing basis.

Prior to Recording the Certified Survey Map, the Village Engineering Department will verify that the boundary markers have been installed as described on the submitted map. All boundary corners are to be clearly marked in the field.

N112 W15568 Mequon Road subject to the following conditions:

- 1. One (1) of the proposed 3' x 6' wall signs is allowed on the southwest elevation provided it can be re-positioned between (vs on top of) the simulated exposed half-timbering on the wall surface;***
- 2. Once the wall sign is installed, all existing window signs shall be removed from the windows on the southwest elevation facing Mequon Road.***

MOTION carried unanimously.

Gene & Carol Phillips – W188 N10051 Maple Road. The property owners of two 1-acre parcels are seeking approval of a 1-lot Certified Survey Map (CSM) in order to combine the parcels. Planner Retzlaff summarized the proposal.

MOTION Gray second Shadid to Approve the 1-lot Certified Survey Map lot combination of the two lots owned by Gene & Carol Phillips located at W188 N10051 Maple Road subject to the following conditions:

- 1. All technical corrections identified in the Village Surveyor's June 9, 2015 review memo shall be addressed in a revised CSM prior to recording.***

MOTION carried unanimously.

Todd Roskopf – N124 W18109 Lovers Lane. RJTR LLC, property owner of 72.15 acres of land located between Lovers Lane (north) and Freistadt Road (south) ¼ mile east of Maple Road is requesting approval of a rezoning and 2-lot Certified Survey Map (CSM) in order to create one (1) 5-acre residential lot. Planner Retzlaff summarized the proposal.

MOTION Laszewski second Shadid to Approve the proposed A-1 to Rs-1 Rezoning for the proposed 5-acre parcel (Lot 2 on the proposed CSM);

Approve the proposed 2-lot Certified Survey Map (CSM) as drafted subject to the following conditions:

- 1. All requirements and technical corrections identified in the Village Surveyor's June 1, 2015 review memo shall be addressed in a revised CSM prior to Village Board approval.***
- 2. The CSM shall be revised to show the Village's 25' wetland setback and the DNR's 75' impervious surface protection area setback boundaries, and, notations indicating that DNR and/or Village of Germantown permits or approvals may be required for any Development or land disturbance proposed within these setback areas.***

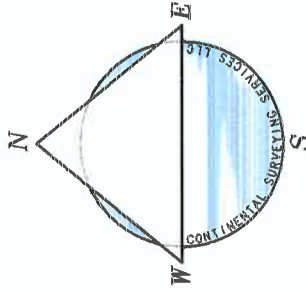
MOTION carried unanimously.

First Choice Ingredients – N112 W19528 Mequon Road. P&M Properties of Germantown, property owner, has submitted revised site development and building plans for a 4,482 sqft building addition, parking lot expansion and 3,020 sqft office addition to the existing facility. Planner Retzlaff summarized the proposal.

MOTION Shadid second Nilles to Approve the site development and building plans for

Certified Survey Map

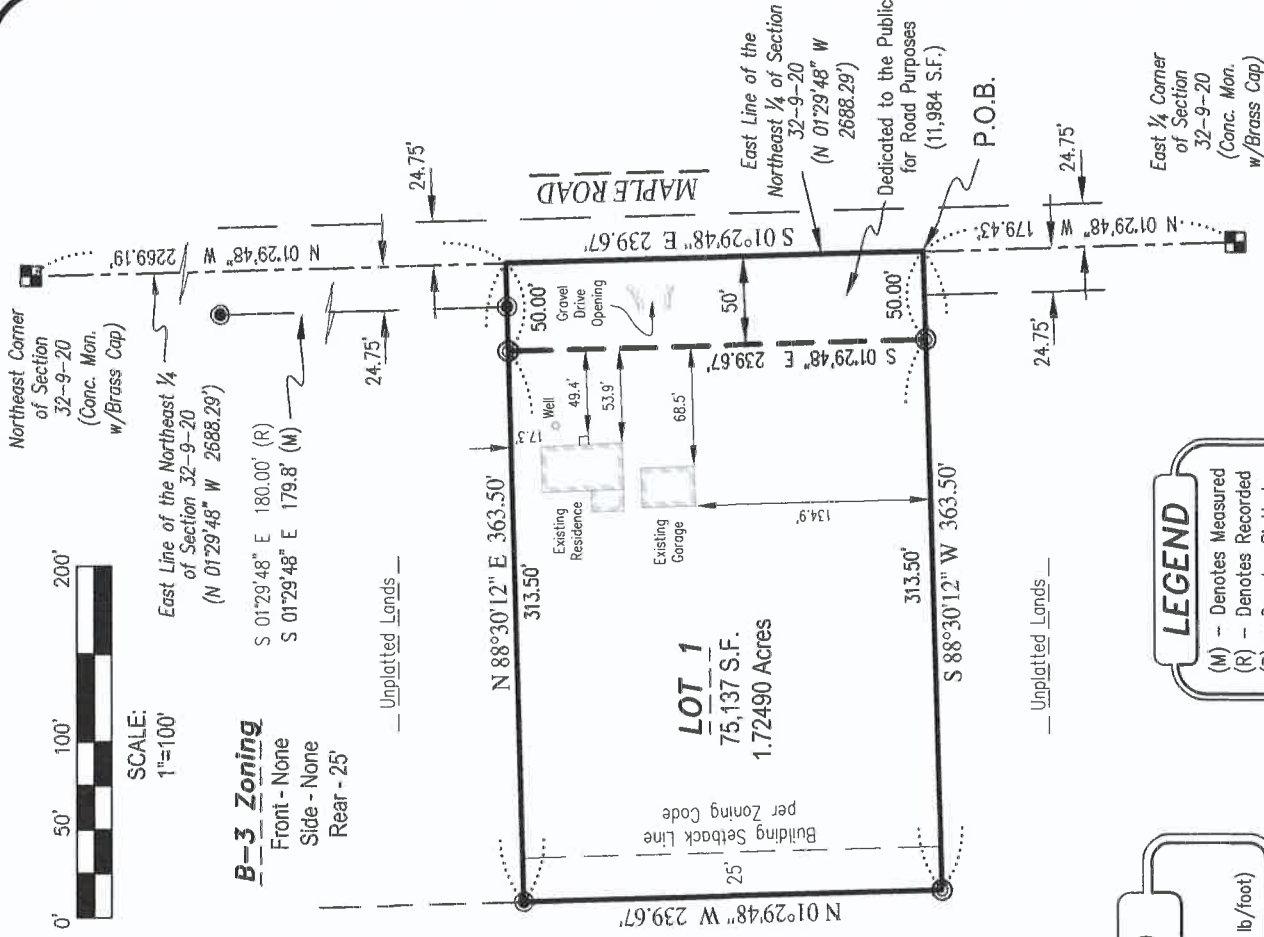
Being a part of the Southeast 1/4 of the Northeast 1/4 of Section 32, Township 9 North, Range 20 East, Located in the Village of Germantown, Washington County, Wisconsin.



SCALE:
1"=100'

B-3 Zoning

Front - None
Side - None
Rear - 25'



Conversion to Inches	
0.083' = 1"	
0.166' = 2"	
0.250' = 3"	
0.333' = 4"	
0.416' = 5"	
0.500' = 6"	
0.583' = 7"	
0.666' = 8"	
0.750' = 9"	
0.833' = 10"	
0.916' = 11"	
1.000' = 1 Foot	

LEGEND

- 1" Iron Pipe Found
- ⊙ 20" x 3/4" Re-Bar Set (1.13 lb/foot)

LEGEND

- (M) - Denotes Measured
- (R) - Denotes Recorded
- (P) - Denotes Platted
- (C) - Denotes Computed

CONTINENTAL SURVEYING SERVICES LLC



Registered Land Surveyors, Surveying Since 1987

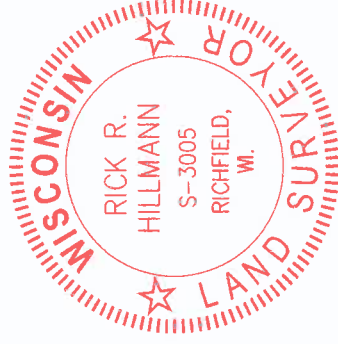
Focusing on You!

We are your Land Surveyor and Land Surveying Resource

2059 Hwy 175, Suite "A"
Richfield WI. 53076
Phone: (262) 389-9200
Website: www.ccssurveys.com
Email: survey@ccssurveys.com

OWNER

Gene & Carol Phillips
W188 N10051 Maple Rd.
Germantown, WI. 53022
(262) 251-1453



NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone, in which the East line of the NE 1/4 of Section 32, Township 9 North, Range 20 East bears N 01°29'48" W.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this xxxx day of MONTH, 2015 Sheet 1 of X



Project No.: 20150407_CSM0001

Certified Survey Map

Being a part of the Southeast ¼ of the Northeast ¼ of Section 32, Township 9 North, Range 20 East, Located in the Village of Germantown, Washington County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I Rick R. Hillmann, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a parcel of land located in a part of the Southeast ¼ of the Northeast ¼ of Section 32, Township 9 North, Range 20 East, Located in the Village of Germantown, Washington County, Wisconsin, now being more particularly bounded and described and follows:

Commencing at the East ¼ Corner of said Section 32, thence North 01°29'48" West on and along the East Line of said ¼ Section, 179.43 feet to the Point of Beginning of lands hereinafter described;

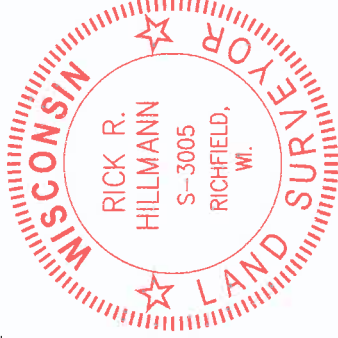
Thence South 88°30'12" West, 363.50 feet to a point; thence North 01°29'48" West and parallel to said East Line, 239.67 feet to a point; thence North 88°30'12" East, 363.50 feet to a point on the East Line of said ¼ Section; thence South 01°29'48" East on and along said East Line, 239.67 to the place of beginning of this description.

The gross area of said parcel contains 87,120 Square feet or 2.00000 Acres of land more or less.

That I have made such survey, land division and map by the direction of Gene P. Phillips and Carol Ann Zumach Phillips, owners of said land. That such map is a correct representation of all exterior boundaries of land surveyed and land division made thereof. That I have fully complied with the provision of chapter 236 of the Wisconsin Statutes and the Platting ordinance of the Village of Germantown in surveying, dividing and mapping same.

Dated this _____ day of _____, 20____

Rick R. Hillmann PLS
Professional Land Surveyor S-3005



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2059 Hwy 175, Suite "A"
Richfield WI. 53076
Phone: (262) 389-9200
Website: www.ccssurveys.com
Email: survey@ccssurveys.com

NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone, in which the East line of the NE ¼ of Section 32, Township 9 North, Range 20 East bears N 01°29'48" W.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this XXX day of MONTH, 2015 Sheet 1 of X



Project No.: 20150407_CSN0001

Certified Survey Map

Being a part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 32, Township 9 North, Range 20 East, Located in the Village of Germantown, Washington County, Wisconsin.

OWNER'S CERTIFICATE:

As owner, I hereby certify that I have caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin State Statutes and ordinances of Village of Germantown, this _____ day of _____, 20____.

Gene P. Phillips

Carol Ann Zumach Phillips

STATE OF WISCONSIN)
) ss
County of _____)

Personally came before me this _____ day of _____, 20_____, the above named Gene P. Phillips and Carol Ann Zurnach Phillips, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Print Name _____

Notary Public, _____ County, WI.

My Commission Expires: _____

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SURVEYING
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Email: survey@csssurveys.com

NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone, in which the East line of the NE $\frac{1}{4}$ of Section 32, Township 9 North, Range 20 East bears N 01°29'48" W.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor,
S-3005 on this XXxx day of MONTH, 2015 Sheet 1 of X



Project No.: 20150407_CSM0001

Certified Survey Map _____

Being a part of the Southeast ¼ of the Northeast ¼ of Section 32, Township 9 North,
Range 20 East, Located in the Village of Germantown, Washington County, Wisconsin.

VILLAGE OF GERMANTOWN PLAN COMMISSION APPROVAL:

This Certified Survey Map is hereby approved by the Plan Commission of the Village of Germantown on
this _____ day of _____, 20_____.

Dean Wolter, Chairman

Laura A. Johnson, Secretary

VILLAGE OF GERMANTOWN BOARD APPROVAL:

This Certified Survey Map, being a part of the Southeast ¼ of the Northeast ¼ of Section 32, Township 9
North, Range 20 East, located in the Village of Germantown, Washington County, Wisconsin, having been
approved by the Planning Commission being the same, is hereby approved and accepted by the Village
Board of Trustees of the Village of Germantown on this _____ day of _____,
20_____.

Dean Wolter, Village President

Barbara K.D. Goekner, Village Clerk

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NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System,
South Zone, in which the East line of the NE ¼ of Section 32, Township 9 North,
Range 20 East bears N 01°29'48" W.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor,
S-3005 on this XXXX day of MONTH, 2015 Sheet 1 of X



Project No.: 20150407_CSM0001

X.C

MEMORANDUM

TO: Police Chief Hoell
FROM: Timmerly Tamborino, Deputy Clerk
DATE: August 11, 2015
SUBJECT: Change of Agent

Can you please run a background check on this new agent for Cost Plus World Market and sign off on the enclosed form if everything checks out? It is going to Village Board on Monday, August 17, 2015 for approval.

If you have any questions, please call me at 262-250-4740.

Thanks!

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT
ORGANIZATION OR LIMITED LIABILITY COMPANY**

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town
☒ Village of Germantown County of Washington
☐ City

The undersigned duly authorized officer(s)/members/managers of Cost Plus, Inc.
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Cost Plus World Market
(trade name)

located at N96W18970 County Line Rd, Germantown, WI 53022

appoints Michelle Pawlukiewicz
(name of appointed agent)
Pleasant Prairie, WI 53158
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

none

Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☒ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 3.5 YEARS

Place of residence last year Pleasant Prairie, WI 53158

For: Cost Plus, Inc.
(name of corporation/organization/limited liability company)

By: [Signature]
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Michelle Pawlukiewicz, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Michelle Pawlukiewicz 7/8/2015 Agent's age 42
(signature of agent) (date)
Pleasant Prairie, WI 53158 Date of birth _____
(home address of agent)

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 8-14-15 by [Signature] Title Chief of Police
(date) (signature of proper local official) (town chair, village president, police chief)

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
PAWLUXIENICZ		MICHELLE		ANN	
Home Address (street/route)		Post Office	City	State	Zip Code
		PLEASANT PRAIRIE	PLEASANT PRAIRIE	WI	53158
Home Phone Number		Age	Date of Birth	Place of Birth	
(262) 705 6523		42		POUGHKEEPSIE, NY	

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an individual.

☐ A member of a partnership which is making application for an alcohol beverage license.

☒ Agent of COST Plus, Inc.
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 3 YEARS & 6 MONTHS
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.

- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
If yes, identify. see attached
(Name, Location and Type of License/Permit)

- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
COST PLUS WORLD MARKET	OAKLAND, CA	11/13	PRESENT
AMERICAN EAGLE	PITTSBURGH, PA	6/13	11/13

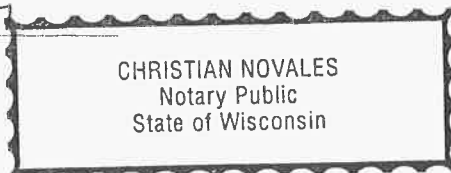
The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 31st day of July, 2015
[Signature]
(Clerk/Notary Public)

[Signature]
(Signature of Named Individual)

My commission expires 10/14/2017



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Wisconsin Department of Revenue

X.D

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

MEETING DATE: August 17, 2015

AGENDA ITEM: New Business

ITEM TITLE: REQUEST TO AWARD AUTOMATED REFUSE / AUTOMATED
RECYCLING CONTRACT TO WASTE MANAGEMENT

SUBMITTED BY: Brionne R. Bischke, P.E., Interim DPW Director / Village Engineer

SUMMARY EXPLANATION:

The attached bid tabulation presents bid results from three refuse & recycling providers. Waste Management provided the low bids for both the Manual Refuse / Automated Recycling alternative and the Automated Refuse / Automated Recycling alternative.

Elected officials have debated over the two alternatives, the crux of the debate being that although the Automated Refuse / Automated Recycling alternative is less expensive that it is also the most restrictive. After this debate, staff and Waste Management developed several Other Provisions designed to make the Automated Refuse / Automated Recycling more attractive and less restrictive.

Discussion also occurred about exiting multi-family residential properties exceeding four units from recycling services. Village Attorney Brian Sajdak advised that Wisconsin State Statutes require that exiting such services would require corresponding compensable reduction in the tax levy.

ATTACHMENTS:

Refuse/Recycling Bid Tabulation

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.

**Village of Germantown, WI
Refuse/Recycling Bid Tabulation
TOTAL**

BID TABULATION (\$75K Annual Recycling Rebate)									
	Waste Management			John's Disposal			Advanced Disposal		
	Man. Refuse / Auto. Recycle	Auto. Refuse / Auto. Recycle	Man. Refuse / Auto. Recycle	Man. Refuse / Auto. Recycle	Auto. Refuse / Auto. Recycle	Man. Refuse / Auto. Recycle	Man. Refuse / Auto. Recycle	Auto. Refuse / Auto. Recycle	Man. Refuse / Auto. Recycle
Yr. 2015-2016	\$986,986.20	\$949,571.40	\$1,055,832.00	\$996,756.00		no bid			\$1,028,489.40
Yr. 2016-2017	\$1,026,860.44	\$987,934.08	\$1,108,469.09	\$1,046,872.51		no bid			\$1,075,326.23
Yr. 2017-2018	\$1,068,345.60	\$1,027,846.62	\$1,162,789.33	\$1,099,277.90		no bid			\$1,124,308.05
Yr. 2018-2019	\$1,111,506.77	\$1,069,371.63	\$1,221,223.52	\$1,155,048.71		no bid			\$1,175,810.40
Yr. 2019-2020	\$1,156,411.64	\$1,112,574.24	\$1,282,240.48	\$1,213,321.16		no bid			\$1,228,622.42
TOTAL	\$5,350,110.65	\$5,147,297.97	\$5,830,554.41	\$5,511,276.28		no bid			\$5,632,556.50

BID TABULATION (\$75K Annual Recycling Rebate; Eliminate Recycling for > Single-Family Homes)									
	Waste Management			John's Disposal			Advanced Disposal		
	Man. Refuse / Auto. Recycle	Auto. Refuse / Auto. Recycle	Man. Refuse / Auto. Recycle	Man. Refuse / Auto. Recycle	Auto. Refuse / Auto. Recycle	Man. Refuse / Auto. Recycle	Man. Refuse / Auto. Recycle	Auto. Refuse / Auto. Recycle	Man. Refuse / Auto. Recycle
Yr. 2015-2016	\$871,699.20	\$834,284.40	\$941,934.00	\$882,858.00		no bid			\$917,647.20
Yr. 2016-2017	\$906,915.85	\$867,989.49	\$988,892.86	\$927,296.28		no bid			\$959,433.62
Yr. 2017-2018	\$943,555.25	\$903,056.27	\$1,037,353.29	\$973,841.87		no bid			\$1,003,207.36
Yr. 2018-2019	\$981,674.88	\$939,539.74	\$1,089,446.32	\$1,023,271.51		no bid			\$1,049,044.86
Yr. 2019-2020	\$1,021,334.55	\$977,497.14	\$1,143,918.64	\$1,074,999.31		no bid			\$1,096,314.57
TOTAL	\$4,725,179.72	\$4,522,367.04	\$5,201,545.11	\$4,882,266.97		no bid			\$5,025,647.62

OTHER PROVISIONS:

- 1) Residents can choose between 96-gal or 64-gal container. WM will notify residents a few weeks ahead that 96-gal containers will be delivered unless they return a postcard requesting a 64-gal container.
- 2) Residents charged \$5/mo. for extra container.
- 3) Residents charged \$25 for ea. bulk waste pickup, excluding annual free curbside bulk waste pickup.
- 4) One annual free curbside bulk waste pickup. Week TBD by DPW and WM.
- 5) One annual free bulk waste dropoff at Meno Falls landfill. One Saturday 8am-12noon TBD by DPW and WM
- 6) Anytime bulk waste dropoff at Meno Falls landfill @ \$.025/lb without minimum fee.
- 7) Education & Outreach on procedure for scheduling extra pickup and driver On-Board Computing System for tracking routes and pickups.

Village of Germantown, WI
Refuse/Recycling Bid Tabulation
2019-2020

BID TABULATION (\$75K Annual Recycling Rebate)											
Description	Est. Qty.	Mo./Yr.	Waste Management			John's Disposal			Advanced Disposal		
			Unit \$	per Mo.	Ext. \$ per Yr.	Unit \$	per Mo.	Ext. \$ per Yr.	Unit \$	per Mo.	Ext. \$ per Yr.
Manual Refuse	5921	12	\$9.88		\$702,167.50	\$11.50		\$817,084.74	no bid		no bid
Automated Recycling	8427	12	\$4.49		\$454,244.14	\$4.60		\$465,155.74	no bid		no bid
Annual Total					\$1,156,411.64			\$1,282,240.48			no bid
Description	Est. Qty.	Mo./Yr.	Waste Management			John's Disposal			Advanced Disposal		
			Unit \$	per Mo.	Ext. \$ per Yr.	Unit \$	per Mo.	Ext. \$ per Yr.	Unit \$	per Mo.	Ext. \$ per Yr.
Automated Refuse	5921	12	\$9.27		\$658,330.10	\$10.53		\$748,165.42	\$11.03		\$783,690.84
Automated Recycling	8427	12	\$4.49		\$454,244.14	\$4.60		\$465,155.74	\$4.40		\$444,931.57
Annual Total					\$1,112,574.24			\$1,213,321.16			\$1,228,622.42
Description	Est. Qty.	Mo./Yr.	Waste Management			Size			Annual \$		
			Unit \$	per Mo.	Ext. \$ per Yr.	Size	(gal)		per gal		
Automated Refuse	5921	12	\$9.27		\$658,330.10	96.00			\$1.16		
Automated Recycling	5921	12	\$9.27		\$658,330.10	64.00			\$1.74		

BID TABULATION (\$75K Annual Recycling Rebate; Eliminate Recycling for > Single-Family Homes)											
Description	Est. Qty.	Mo./Yr.	Waste Management			John's Disposal			Advanced Disposal		
			Unit \$	per Mo.	Ext. \$ per Yr.	Unit \$	per Mo.	Ext. \$ per Yr.	Unit \$	per Mo.	Ext. \$ per Yr.
Manual Refuse	5921	12	\$9.88		\$702,167.50	\$11.50		\$817,084.74	no bid		no bid
Automated Recycling	5921	12	\$4.49		\$319,167.05	\$4.60		\$326,833.90	no bid		no bid
Annual Total					\$1,021,334.55			\$1,143,918.64			no bid
Description	Est. Qty.	Mo./Yr.	Waste Management			John's Disposal			Advanced Disposal		
			Unit \$	per Mo.	Ext. \$ per Yr.	Unit \$	per Mo.	Ext. \$ per Yr.	Unit \$	per Mo.	Ext. \$ per Yr.
Automated Refuse	5921	12	\$9.27		\$658,330.10	\$10.53		\$748,165.42	\$11.03		\$783,690.84
Automated Recycling	5921	12	\$4.49		\$319,167.05	\$4.60		\$326,833.90	\$4.40		\$312,623.73
Annual Total					\$977,497.14			\$1,074,999.31			\$1,096,314.57

NOTES:
2019-2020 quantities increased by 2% from 2018-2019 quantities to account for population growth.

Village of Germantown, WI
Refuse/Recycling Bid Tabulation
2018-2019

BID TABULATION (\$75K Annual Recycling Rebate)										
Description	Est. Qty.	Mo./Yr.	Waste Management		John's Disposal		Advanced Disposal			
			Unit \$	Ext. \$ per Yr.	Unit \$	Ext. \$ per Yr.	Unit \$	Ext. \$ per Yr.		
Manual Refuse	5805	12	\$9.69	\$674,901.48	\$11.17	\$778,076.43	no bid	no bid		
Automated Recycling	8262	12	\$4.40	\$436,605.29	\$4.47	\$443,147.09	no bid	no bid		
Annual Total				\$1,111,506.77		\$1,221,223.52				
Description	Est. Qty.	Mo./Yr.	Waste Management		John's Disposal		Advanced Disposal			
			Unit \$	Ext. \$ per Yr.	Unit \$	Ext. \$ per Yr.	Unit \$	Ext. \$ per Yr.		
Automated Refuse	5805	12	\$9.08	\$632,766.34	\$10.22	\$711,901.62	\$10.76	\$749,516.78		
Automated Recycling	8262	12	\$4.40	\$436,605.29	\$4.47	\$443,147.09	\$4.30	\$426,293.62		
Annual Total				\$1,069,371.63		\$1,155,048.71		\$1,175,810.40		
Description	Est. Qty.	Mo./Yr.	Waste Management		Size		Annual \$			
			Unit \$	Ext. \$ per Yr.	Size	(gal)	per gal			
Automated Refuse	5805	12	\$9.08	\$632,766.34	96.00		\$1.14			
Automated Recycling	5805	12	\$9.08	\$632,766.34	64.00		\$1.70			

BID TABULATION (\$75K Annual Recycling Rebate; Eliminate Recycling for > Single-Family Homes)										
Description	Est. Qty.	Mo./Yr.	Waste Management		John's Disposal		Advanced Disposal			
			Unit \$	Ext. \$ per Yr.	Unit \$	Ext. \$ per Yr.	Unit \$	Ext. \$ per Yr.		
Manual Refuse	5805	12	\$9.69	\$674,901.48	\$11.17	\$778,076.43	no bid	no bid		
Automated Recycling	5805	12	\$4.40	\$306,773.40	\$4.47	\$311,369.89	no bid	no bid		
Annual Total				\$981,674.88		\$1,089,446.32				
Description	Est. Qty.	Mo./Yr.	Waste Management		John's Disposal		Advanced Disposal			
			Unit \$	Ext. \$ per Yr.	Unit \$	Ext. \$ per Yr.	Unit \$	Ext. \$ per Yr.		
Automated Refuse	5805	12	\$9.08	\$632,766.34	\$10.22	\$711,901.62	\$10.76	\$749,516.78		
Automated Recycling	5805	12	\$4.40	\$306,773.40	\$4.47	\$311,369.89	\$4.30	\$299,528.08		
Annual Total				\$939,539.74		\$1,023,271.51		\$1,049,044.86		

NOTES:
2018-2019 quantities increased by 2% from 2017-2018 quantities to account for population growth.

Village of Germantown, WI
Refuse/Recycling Bid Tabulation
2017-2018

BID TABULATION (\$75K Annual Recycling Rebate)											
Description	Est. Qty.	Mo./Yr.	Waste Management			John's Disposal			Advanced Disposal		
			Unit \$	Ext. \$ per Yr.	per Mo.	Unit \$	Ext. \$ per Yr.	per Mo.	Unit \$	Ext. \$ per Yr.	per Mo.
Manual Refuse	5691	12	\$9.50	\$648,694.23	\$10.85	\$740,966.64			no bid		no bid
Automated Recycling	8100	12	\$4.32	\$419,651.37	\$4.34	\$421,822.69			no bid		no bid
Annual Total				\$1,068,345.60		\$1,162,789.33					no bid
Description	Est. Qty.	Mo./Yr.	Waste Management			John's Disposal			Advanced Disposal		
			Unit \$	Ext. \$ per Yr.	per Mo.	Unit \$	Ext. \$ per Yr.	per Mo.	Unit \$	Ext. \$ per Yr.	per Mo.
Automated Refuse	5691	12	\$8.91	\$608,195.25	\$9.92	\$677,455.21			\$10.50	\$717,064.49	
Automated Recycling	8100	12	\$4.32	\$419,651.37	\$4.34	\$421,822.69			\$4.19	\$407,243.56	
Annual Total				\$1,027,846.62		\$1,099,277.90					\$1,124,308.05
Description	Est. Qty.	Mo./Yr.	Waste Management			Contain.					
			Unit \$	Ext. \$ per Yr.	per Mo.	Size (gal)	Annual \$ per gal				
Automated Refuse	5691	12	\$8.91	\$608,195.25	\$96.00	\$1.11					
Automated Recycling	5691	12	\$8.91	\$608,195.25	\$64.00	\$1.67					

BID TABULATION (\$75K Annual Recycling Rebate; Eliminate Recycling for > Single-Family Homes)											
Description	Est. Qty.	Mo./Yr.	Waste Management			John's Disposal			Advanced Disposal		
			Unit \$	Ext. \$ per Yr.	per Mo.	Unit \$	Ext. \$ per Yr.	per Mo.	Unit \$	Ext. \$ per Yr.	per Mo.
Manual Refuse	5691	12	\$9.50	\$648,694.23	\$10.85	\$740,966.64			no bid		no bid
Automated Recycling	5691	12	\$4.32	\$294,861.01	\$4.34	\$296,386.66			no bid		no bid
Annual Total				\$943,555.25		\$1,037,353.29					no bid
Description	Est. Qty.	Mo./Yr.	Waste Management			John's Disposal			Advanced Disposal		
			Unit \$	Ext. \$ per Yr.	per Mo.	Unit \$	Ext. \$ per Yr.	per Mo.	Unit \$	Ext. \$ per Yr.	per Mo.
Automated Refuse	5691	12	\$8.91	\$608,195.25	\$9.92	\$677,455.21			\$10.50	\$717,064.49	
Automated Recycling	5691	12	\$4.32	\$294,861.01	\$4.34	\$296,386.66			\$4.19	\$286,142.88	
Annual Total				\$903,056.27		\$973,841.87					\$1,003,207.36

NOTES:
2017-2018 quantities increased by 2% from 2016-2017 quantities to account for population growth.

Village of Germantown, WI
Refuse/Recycling Bid Tabulation
2016-2017

BID TABULATION (\$75K Annual Recycling Rebate)											
Description	Est. Qty.	Mo./Yr.	Waste Management			John's Disposal			Advanced Disposal		
			Unit \$	Ext. \$ per Yr.	per Mo.	Unit \$	Ext. \$ per Yr.	per Mo.	Unit \$	Ext. \$ per Yr.	per Mo.
Manual Refuse	5579	12	\$9.31	\$623,504.65	\$10.55	\$706,352.04		no bid			no bid
Automated Recycling	7941	12	\$4.23	\$403,355.80	\$4.22	\$402,117.05		no bid			no bid
Annual Total				\$1,026,860.44		\$1,108,469.09					no bid

Description	Est. Qty.	Mo./Yr.	Waste Management			John's Disposal			Advanced Disposal		
			Unit \$	Ext. \$ per Yr.	per Mo.	Unit \$	Ext. \$ per Yr.	per Mo.	Unit \$	Ext. \$ per Yr.	per Mo.
Automated Refuse	5579	12	\$8.73	\$584,578.29	\$9.63	\$644,755.46		\$10.24		\$685,596.67	
Automated Recycling	7941	12	\$4.23	\$403,355.80	\$4.22	\$402,117.05		\$4.09		\$389,729.56	
Annual Total				\$987,934.08		\$1,046,872.51				\$1,075,326.23	

Waste Management Contain.					
Description	Est. Qty.	Mo./Yr.	Unit \$	Size (gal)	Annual \$ per gal
Automated Refuse	5579	12	\$8.73	96.00	\$1.09
Automated Refuse	5579	12	\$8.73	64.00	\$1.64

BID TABULATION (\$75K Annual Recycling Rebate; Eliminate Recycling for > Single-Family Homes)											
Description	Est. Qty.	Mo./Yr.	Waste Management			John's Disposal			Advanced Disposal		
			Unit \$	Ext. \$ per Yr.	per Mo.	Unit \$	Ext. \$ per Yr.	per Mo.	Unit \$	Ext. \$ per Yr.	per Mo.
Manual Refuse	5579	12	\$9.31	\$623,504.65	\$10.55	\$706,352.04		no bid			no bid
Automated Recycling	5579	12	\$4.23	\$283,411.20	\$4.22	\$282,540.82		no bid			no bid
Annual Total				\$906,915.85		\$988,892.86					no bid

Description	Est. Qty.	Mo./Yr.	Waste Management			John's Disposal			Advanced Disposal		
			Unit \$	Ext. \$ per Yr.	per Mo.	Unit \$	Ext. \$ per Yr.	per Mo.	Unit \$	Ext. \$ per Yr.	per Mo.
Automated Refuse	5579	12	\$8.73	\$584,578.29	\$9.63	\$644,755.46		\$10.24		\$685,596.67	
Automated Recycling	5579	12	\$4.23	\$283,411.20	\$4.22	\$282,540.82		\$4.09		\$273,836.95	
Annual Total				\$867,989.49		\$927,296.28				\$959,433.62	

NOTES:
2016-2017 quantities increased by 2% from 2015-2016 quantities to account for population growth.

Village of Germantown, WI
Refuse/Recycling Bid Tabulation
2015-2016

BID TABULATION (\$75K Annual Recycling Rebate)										
Description	Est. Qty.	Mo./Yr.	Waste Management		John's Disposal		Advanced Disposal			
			Unit \$	per Mo.	Ext. \$ per Yr.	Unit \$	per Mo.	Ext. \$ per Yr.		
Manual Refuse	5470	12	\$9.13		\$599,293.20	\$10.25		\$672,810.00	no bid	no bid
Automated Recycling	7785	12	\$4.15		\$387,693.00	\$4.10		\$383,022.00	no bid	no bid
Annual Total					\$986,986.20			\$1,055,832.00	no bid	no bid

Description	Est. Qty.	Mo./Yr.	Waste Management		John's Disposal		Advanced Disposal			
			Unit \$	per Mo.	Ext. \$ per Yr.	Unit \$	per Mo.	Ext. \$ per Yr.		
Automated Refuse	5470	12	\$8.56		\$561,878.40	\$9.35		\$613,734.00	\$9.99	\$655,743.60
Automated Recycling	7785	12	\$4.15		\$387,693.00	\$4.10		\$383,022.00	\$3.99	\$372,745.80
Annual Total					\$949,571.40			\$996,756.00		\$1,028,489.40

Waste Management					Contain.	
Description	Est. Qty.	Mo./Yr.	Unit \$	per Mo.	Size	Annual \$
Automated Refuse	5470	12	\$8.56		(gal)	per gal
Automated Recycling	5470	12	\$8.56			
						\$1.07
						\$1.61

BID TABULATION (\$75K Annual Recycling Rebate; Eliminate Recycling for > Single-Family Homes)										
Description	Est. Qty.	Mo./Yr.	Waste Management		John's Disposal		Advanced Disposal			
			Unit \$	per Mo.	Ext. \$ per Yr.	Unit \$	per Mo.	Ext. \$ per Yr.		
Manual Refuse	5470	12	\$9.13		\$599,293.20	\$10.25		\$672,810.00	no bid	no bid
Automated Recycling	5470	12	\$4.15		\$272,406.00	\$4.10		\$269,124.00	no bid	no bid
Annual Total					\$871,699.20			\$941,934.00	no bid	no bid

Waste Management					John's Disposal		Advanced Disposal			
Description	Est. Qty.	Mo./Yr.	Unit \$	per Mo.	Ext. \$ per Yr.	Unit \$	per Mo.	Ext. \$ per Yr.		
Automated Refuse	5470	12	\$8.56		\$561,878.40	\$9.35		\$613,734.00	\$9.99	\$655,743.60
Automated Recycling	5470	12	\$4.15		\$272,406.00	\$4.10		\$269,124.00	\$3.99	\$261,903.60
Annual Total					\$834,284.40			\$882,858.00		\$917,647.20

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

MEETING DATE: August 17, 2015

AGENDA ITEM: New Business

ITEM TITLE: REQUEST TO APPROVE DEVELOPER'S AGREEMENT FOR
PRAIRIE GLEN PHASE II SUBDIVISION

SUBMITTED BY: Brionne R. Bischke, P.E., Interim DPW Director / Village Engineer

SUMMARY EXPLANATION:

The Plan Commission reviewed this single-family subdivision's preliminary and final plats during its August 10th meeting.

The initial draft copy of this developer's agreement was provided to Village Attorney Sajdak, Village Planner Retzlaff, Water Superintendent Drive, Wastewater Superintendent Zimmerman, and Highway Superintendent Olszewski for review and comment.

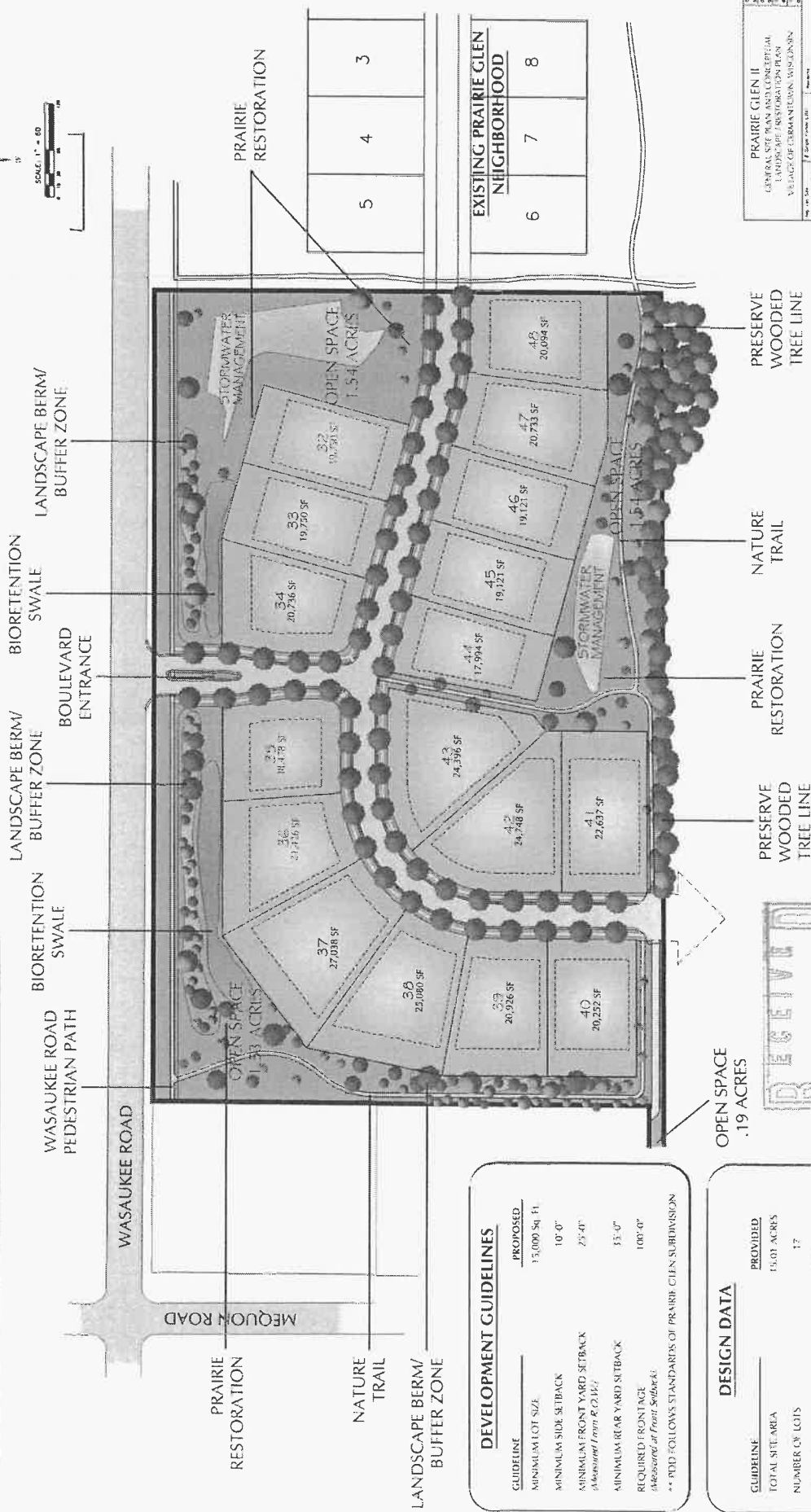
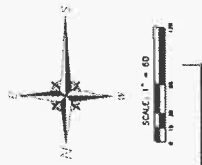
ATTACHMENTS:

- Concept Plan
- Developer's agreement, initial draft
- Highway Superintendent Olszewski's review comments
- Bielinski review comments

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.

GENERAL SITE PLAN AND CONCEPTUAL LANDSCAPE/RESTORATION PLAN



DEVELOPMENT GUIDELINES

GUIDELINE	PROPOSED
MINIMUM LOT SIZE	15,000 Sq. Ft.
MINIMUM SIDE SETBACK	10' 0"
MINIMUM FRONT YARD SETBACK	25' 0"
MINIMUM REAR YARD SETBACK	35' 0"
REQUIRED FRONTAGE	100' 0"

*** PDD FOLLOWS STANDARDS OF PRAIRIE GLEN SUBDIVISION

DESIGN DATA

GUIDELINE	PROVIDED
TOTAL SITE AREA	15.01 ACRES
NUMBER OF LOTS	17
AVERAGE LOT SIZE	21,408 Sq. Ft.
OPEN SPACE PROVIDED	4.80 ACRES
PERCENT OPEN SPACE	32.0%
RANGE OF LOTS	17,094 Sq. Ft. - 27,018 Sq. Ft.



EXISTING PRAIRIE GLEN NEIGHBORHOOD		
5	4	3
6	7	8

BIELINSKI
homes

116 W2337 State Ridge Dr. - Wauwatosa, WI 53190-1108 (262) 547-9181

PRAIRIE GLEN II

GENERAL SITE PLAN AND CONCEPTUAL
LANDSCAPE/RESTORATION PLAN

VILLAGE OF GERMAN TOWN, WISCONSIN

Prepared by: [Signature]

Project No: [Number]

Scale: 1" = 60'

Date: 6/18/14

DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a municipal corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village", and Bielinski Holdings, LLC, hereinafter referred to as "Developer".

WHEREAS, the Village has heretofore approved Lot 2 of CSM Map No. 5632, recorded in the Washington County Register of Deeds as Document No. 991155 in the Northwest ¼ of the Northeast ¼ of Section 25, Township 9 North, Range 20 East in the Village of Germantown, Washington County, Wisconsin; and

WHEREAS, Developer has submitted for approval by the Village a development plan for a proposed single-family residential subdivision (the "Development" or "Subdivision") to be located in the Village of Germantown on Lot 2 of CSM Map No. 5632, recorded in the Washington County Register of Deeds as Document No. 991155 in the Northwest ¼ of the Northeast ¼ of Section 25, Township 9 North, Range 20 East which real estate is more particularly described in Exhibit "C" attached hereto (the "Property") which Developer proposes to complete as described in the plans submitted to the Village, and as ultimately approved by it; and

WHEREAS, the Village may require that Developer make and install any public improvements reasonably necessary and/or that Developer execute a certified check or irrevocable letter of credit to ensure that those improvements will be made within a reasonable time; and further that the acceptance of dedication of these improvements may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, it will be necessary that Developer construct and install water distribution, sanitary sewer, storm sewer, landscaping, lighting, and roadway facilities in public right-of-way and storm water management facilities in a dedicated easement on the subject Property, and the Village will require that such plans and designs be approved and permitted, and that the Developer furnish an appropriate financial guarantee; and

WHEREAS, The Village seeks to protect the health, safety and general welfare of the Village as a whole and, in particular, property owners who abut the site or are potentially affected by the project through application of the Municipal Code and rules and regulations of governmental agencies with jurisdiction. and

NOW, THEREFORE, in consideration of these recitals, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows it is agreed as follows:

ARTICLE I - REQUIRED IMPROVEMENTS

DEVELOPMENT AGREEMENT

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements required by Sec.18.08 of the Municipal Code in accordance with the provisions of that section and as directed by the Village Engineer or Village Board. It is the intent of this Agreement that all public improvements shall be installed by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

1.02 SANITARY SEWERAGE SYSTEMS. Developer shall extend and install public sanitary sewer with privately owned lateral stubs extending to the edge of right-of-way to provide wastewater utility service to all lots within the Subdivision.

Developer shall design and submit to the Village Engineer for review and approval all proposed plans, specifications and contract documents for all sanitary sewerage system facilities before authorization for construction will be given. Design and installation shall conform to Milwaukee Metropolitan Sewerage District Ch. 2 Rule, Sec. 18.08(7) of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 5.0 "Sanitary Sewer System Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All sanitary sewer improvements that are to be transferred to the Wastewater Utility shall be contained within the Village right-of-way or a utility easement. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

Public utility permits shall be applied for by Developer and secured from the Village Engineering Dept. Wisconsin Department of Natural Resources and Milwaukee Metropolitan Sewerage District sanitary sewer extension forms shall be prepared by Developer and provided to the Village Engineer. All sanitary sewer improvements that will be transferred to the Village shall be inspected by Wastewater Utility personnel prior to acceptance by the Public Works & Highway Committee.

Sanitary sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled. Street resurfacing required due to surface disturbance for connection to the Village sanitary sewer shall be inspected and approved by the Highway Superintendent prior to acceptance by the Public Works & Highway Committee. Lateral ends shall be marked with green painted maple heart boards 2" x 4". A minimum of 6 feet of engineered fill shall be maintained over the pipe in all areas of installation.

DEVELOPMENT AGREEMENT

1.03 WATER SUPPLY FACILITIES. Developer shall extend and install public water main with privately owned lateral stubs extending to the edge of right-of-way to provide potable water utility service to all lots within the Subdivision.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all water supply facilities before authorization of construction will be given. Design and installation shall conform to Sec. 18.08(8) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 6.0 "Water Distribution System Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All water utility improvements that are to be transferred to the Water Utility shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

Public utility permits shall be applied for by Developer and secured from the Village Engineering Dept. Wisconsin Department of Natural Resources water main extension forms shall be prepared by Developer and submitted to the Department of Natural Resources. All water supply improvements that will be transferred to the Village shall be inspected by Water Utility personnel prior to acceptance by the Public Works & Highway Committee.

Water main and lateral trenches in an existing roadway shall be aggregate slurry backfilled. Street resurfacing required due to surface disturbance for connection to the Village water supply system shall be inspected and approved by the Highway Superintendent prior to acceptance by the Public Works & Highway Committee. Lateral ends shall be marked with blue painted maple heart boards 2" x 4". A minimum of 6 feet of engineered fill shall be maintained over the pipe in all areas of installation.

1.04 OTHER UTILITIES. Developer shall be responsible for and cause electrical power, telephone, cable and natural gas facilities to be installed in such manner as to make proper and adequate service available to each occupied building in the Subdivision. All such services shall be located underground in accordance with applicable codes. Design and installation shall conform to Sec. 18.08(11) of the Municipal Code. Public utility and/or work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. Private utility permits shall be applied for and secured from the Village Building Inspection Dept.

1.05 GRADING, STREET SURFACING, CONCRETE CURB AND GUTTER, SIDEWALKS, AND TRAFFIC SIGNS AND STREET SIGNS. Developer shall grade the development's surface and install internal roads having an urban cross section for vehicular

DEVELOPMENT AGREEMENT

access to all lots within the Subdivision. Developer shall install traffic signs and street signs in same manner and material as Phase 1 is signed. Developer shall install permanent barricades at the end of dead end roadways.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all grading, street surfacing, concrete curb and gutter, sidewalks, and traffic signs and street signs before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(2), 18.08(3), 18.08(4), 18.08(6), and 18.08(13) and 18.08(15) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 "Grading and Erosion Control Requirements" and Sec. 8.0 "Roadway Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All grading, street surfacing, rural street sections, and improvements to streets abutting development that are to be transferred to the Village shall be contained in Village right-of-way dedicated to the Village.

Final yard grades, building elevations and contours shall conform to a 0.25-foot tolerance as compared to the grading plan pursuant to Sec. 14.076 of the Municipal Code. Developer shall not export topsoil without permission from the Public Works & Highway Committee pursuant to Sec. 17.441 of the Municipal Code.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. All grading, street surfacing, concrete curb and gutter, sidewalks, and traffic signs and street signs related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee.

1.06 IMPROVEMENTS TO STREETS ABUTTING SUBDIVISION. Developer shall install an entrance intersection connecting the Subdivision's internal roads to Wasaukee Road, including acceleration lanes, deceleration lanes, and bypass lanes. Pursuant to Village of Germantown Resolution No. 04-14 "Amending Resolution No. 39-02 Containing Conditions and Restrictions for the Prairie Glen North Planned Development District (PDD) (Bielinski Holdings LLC, Property Owner)" Condition No. 11, Developer shall install a paved sidewalk along Wasaukee Road along the Subdivision's entire frontage and continue north to connect to the existing sidewalk along Mequon Road at the Mequon Road intersection.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all improvements to streets abutting development before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(15) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 "Grading and Erosion Control Requirements"

DEVELOPMENT AGREEMENT

and Sec. 8.0 "Roadway Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All improvements to streets abutting development that are to be transferred to the Village shall be contained in Village right-of-way dedicated to the Village.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. All improvements to streets abutting the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee.

Developer shall remain responsible for maintenance of all monument signs and boulevard islands.

1.07 EROSION CONTROL. Developer shall install and maintain erosion and sediment control devices within the Subdivision and for all related work abutting the Subdivision.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all construction site erosion and sediment control before authorization for construction will be given. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Ch. 29 of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 "Grading and Erosion Control Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village.

Work-in-right-of-way permits shall be applied for and secured from the Village Engineering Dept. Wisconsin Department of Natural Resources construction site storm water permit forms shall be prepared by Developer and submitted to the Department of Natural Resources. An erosion control permit shall be applied for and secure from the Village Building Inspection Dept.

Developer shall monitor and mitigate off-site tracking through use of tracking pads and daily sweeping of streets. In event Developer defaults in keeping the Village streets clear of tracking, the Developer will reimburse the Village for performing street sweeping services within 30 days of invoice. In event Developer defaults payment, the Village may charge the Developer's escrow account or draw from the Developer's letter-of-credit to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking

DEVELOPMENT AGREEMENT

hereunder shall not excuse Developer from strict compliance with required erosion control measures or be considered a substitute or replacement for such measures.

Developer shall remove and dispose of all erosion and sediment control devices after landscaping and after 85% successful vegetative cover has been achieved to the satisfaction of the Village Engineer.

1.08 POST-CONSTRUCTION STORMWATER MANAGEMENT AND STORMWATER DRAINAGE FACILITIES. Developer shall install publicly owned storm sewer to adequately drain publicly owned roadways within the Subdivision, and shall install publicly owned roadway ditches and storm sewer abutting the Subdivision. Developer shall install privately owned storm sewer, ditches, and swales to adequately drain privately owned lands within the Subdivision. Developer shall install and maintain a privately owned wet pond forebay and infiltration basin to control storm water runoff peak flows and volumes in conformance with MMSD requirements and to control storm water runoff water quality in conformance with Wisconsin DNR requirements prior to discharge from the Subdivision. The privately owned storm sewers, ditches, wet pond forebay, and infiltration basin shall be situated in privately owned easements.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all post-construction storm water management and storm water drainage facilities before authorization for construction will be given. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Milwaukee Metropolitan Sewerage District Ch. 13 Rule, Ch. 27 and Sec. 18.08(10) of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 7.0 "Storm Water Management Requirements" and Sec. 4.0 "Storm Water Conveyance System Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. Wisconsin Department of Natural Resources and Milwaukee Metropolitan Sewerage District storm water management forms shall be prepared by Developer and provided to the Village Engineer.

Developer shall prepare, submit to the Village Engineer for review, and record with the Washington Co. Register of Deeds a Declaration of Covenant for Storm Water Management Facility Maintenance before applying for an occupancy permit. Developer shall prepare and submit to the Village Engineer a Storm Water Management Facility Compliance Report and an Engineering/Construction Certification letter before applying for an occupancy permit.

DEVELOPMENT AGREEMENT

1.09 LANDSCAPING. Developer shall provide permanent landscaping, including topsoil, seeding, trees and other vegetation, of all publicly owned rights of way and privately owned common areas within and abutting the Subdivision. Developer shall also provide temporary landscaping of privately owned lots to establish and maintain vegetative cover.

Developer shall design and submit to the Village Zoning Administrator for approval all proposed plans, specifications and contract documents for all landscaping before authorization for construction will be given. Design and installation shall conform to Sec. 17.085 and 17.43(5) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Landscape Architect registered in the State of Wisconsin and submitted stamped and signed for review by the Village Zoning Administrator and by all applicable governmental agencies. Implicit in this provision is the right of the Village Zoning Administrator and Building Inspector to require document revisions and modifications in the best interests of the Village.

A minimum of 4" of topsoil (i.e., after settlement) free of deleterious materials shall cover all areas of the site not covered by impervious roofs and/or pavements. Section 17.441(4)(a) prohibits topsoil export without special exception by the Village Public Works & Highway Committee.

All landscaping related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee. All landscaping related to the Subdivision in privately owned areas shall be inspected by Community Services Dept. personnel prior to issuing an occupancy permit.

1.10 STREET TREES. Developer shall install street trees in roadway terraces in both Phases 1 and 2 of the Subdivision spaced at one tree per 50 linear feet.

Developer shall design and submit to the Village Forester for approval all proposed plans, specifications and contract documents for all street trees before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(14) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Landscape Architect registered in the State of Wisconsin and submitted stamped and signed for review by the Village Forester and by all applicable governmental agencies. Implicit in this provision is the right of the Village Forester to require document revisions and modifications in the best interests of the Village.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. All street trees related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee.

1.11 STREET LAMPS AND YARD LIGHTS. Developer shall install street lamps and yard lights in same manner and material as Phase 1.

DEVELOPMENT AGREEMENT

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for street lamps and to the Zoning Administrator for approval all proposed plans, specifications and contract documents for yard lights before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(12) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All street lamps related to the Subdivision that will be transferred to the Village shall be contained in Village right-of-way and shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee.

The type of street shall be selected by Developer from an approved list and approved by the Village Forrester. A variety of types of trees shall be planted on a block. Listed within Developer Agreement will be a dollar value of trees to be planted for inclusion in the letter of credit.

1.12 SURVEY MONUMENTS. The Developer shall install survey monuments placed in accordance with Sections 18.02(4)(c) and 18.08(1) of the Municipal Code not later than one year (12 months) after the acceptance of this agreement.

ARTICLE II - CONSTRUCTION

2.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements and provide all plans, specifications and other documents in accordance with Sec. 18.09 of the Municipal Code or as required by the Village Engineer pursuant to Sec. 18.09. Developer understands and acknowledges that the Municipal Code may be and is subject to revision from time to time, and that such revisions may impose altered or additional obligations on individual and entities creating subdivisions and other developments in the Village, including Developer. Developer hereby agrees that with respect to any such revision which shall be approved by the Village prior to issuance of permits for all public improvements provided for herein, or as mutually agreed upon between Developer and the Village after the commencement of work, Developer shall incorporate any such revision into Developer's plans, specifications and work.

Developer shall provide a schedule of construction setting forth approximate dates of commencement and completion of each phase of the construction. Developer agrees that no work shall be scheduled for the improvements without the Village Engineer's written approval of the starting date and schedule.

DEVELOPMENT AGREEMENT

A pre-construction meeting shall be scheduled between Developer, the Contractors and the Village prior to commencement of any construction on the improvements. Developer shall, prior to such meeting, notify all utilities of the planned construction and the date and location of the pre-construction meeting.

2.02 BUILDING AND OCCUPANCY PERMITS. No occupancy building permits shall be issued until the master site grading, the water main, sanitary sewer, and storm sewer improvements are installed; inspected by the Village Water Utility, Wastewater Utility, and Highway Dept. and approved by the Village Engineer; all record-drawings are filed with the Village approved by the Village Engineer in accordance with 2.05 below; and all other improvements required by this Agreement, except the final street surfacing, are installed and accepted by the Public Works & Highway Committee.

2.03 REQUIRED PLANS. Developer shall submit to the Village Engineer for approval all of the plans, profiles and specifications required by Sec. 18.09(3) of the Municipal Code. Required plans for improvements shall include the following:

- (1) Grading plans, including interim and final;
- (2) Erosion & sediment control plans, including interim and final;
- (3) Private utility plans and capacity computations, including sanitary sewer & laterals, water main & laterals, and storm sewer & laterals;
- (4) Public utility plans, profiles and capacity computations, including sanitary sewer & laterals, water main & laterals, and storm sewer & laterals;
- (5) Paving plans & profiles, including public roads, sidewalks, curb-and-gutter, Wasaukee Road entrance intersection, and Wasaukee Road sidewalk extension to Mequon Road;
- (6) Storm water management plan;
- (7) Landscape plans; and
- (8) Lighting plan.

In addition, Developer shall submit to the Village Engineer for approval all specifications before authorization for construction will be given. Implicit in this provision is the right of the Village Engineer to require document revisions and modifications in the best interests of the Village.

2.04 EXISTING FLORA. Developer shall, in accordance with Sec. 18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainage-ways, building foundation sites, private driveways and parking areas, soil absorption waste and disposal areas, paths and trails, except as necessary for implementation of the Development Plan. Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

DEVELOPMENT AGREEMENT

2.05 RECORD DRAWING DOCUMENTS. Developer shall prepare and submit to the Village Engineer record-drawing documents in digital format (i.e., .dwg extension) of the public water main extension, public sanitary sewer extension, storm water management pond outlet structure and emergency overflow area, and the Virginia Ave. roadway extension. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of the Village Engineering Department. Record drawings shall be submitted by Developer before applying for a Village occupancy permit.

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the improvements will not be accepted by the Village until: (i) all outstanding charges to be paid by Developer under the Ordinances have been paid in full, (ii) affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the Village) encumber the improvements.

Any water main installation shall not be accepted until two consecutive bacteriological safe samples have satisfactorily pass and one pressure test has successfully passed. Developer or his Contractor shall flush the main and obtain the samples required for this testing under the supervision of the Village Engineering Dept. or Water Utility. Upon completion of the water mains and service laterals and acceptance of the system by the Village Public Works & Highway Committee, ownership and control shall be turned over without reservation to the Village.

Developer shall request in writing to the Village Engineer, acceptance of the public improvements. The Village Engineer will order an inspection of the improvements by the Village Water Utility, Wastewater Utility, Highway Dept., and Engineering Dept., and a punch-list of corrections (if needed) shall be forwarded to Developer for completion prior to acceptance. Upon completion of corrective action, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works & Highway Committee. Upon satisfaction of the conditions set forth in this Agreement, and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). The acceptance of the public improvements by the Public Works & Highway Committee shall commence running of the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

ARTICLE IV - PAYMENT OF FEES

DEVELOPMENT AGREEMENT

4.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Nothing in this provision, nor in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village of Germantown.

4.02 IMPACT FEES. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer tax impact fees/Residential Unit that have been determined in accordance with Sec. 3.14 of the Municipal Code. These fees include:

Water: (\$832.00/Res. Unit)
Parks: (\$736.00/Res. Unit)
Fire: (\$171.00/Res. Unit)
Police: (\$148.00/Res. Unit)
Library: (\$281.00/Res. Unit)
Sewer Connection Fee: (\$3,688.00/Res. Unit)

REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. These fees are payable at the time of individual lot Building Permit issuance.

4.03 IMPROVEMENT REVIEW FEE. Developer shall pay a fee based on the cost of required development improvements for all phases of the project to cover the cost of the Village for checking and reviewing plan and specification documents. Such improvement review fee shall be as provided by Sec. 18.10(3) of the Municipal Code. The fee shall be calculated as follows:

- (1) 2.25% of the first \$250,000 of construction costs;
- (2) 1.75% of the next \$250,000 of construction costs; and
- (3) 1.25% of construction costs which exceed \$500,000.

If a Developer's Agreement is required for this project, the Engineering Department shall charge a minimum fee of \$5,000 for a fee as per Section 18.10(3) of the Municipal Code.

4.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sec. 18.10(4), 18.10(7), and 18.10(8) of the Municipal Code, Developer shall be responsible for all professional (technical and legal) fees incurred by the Village in connection with this Development. Inspection costs shall be reimbursed to Village by Developer, whether performed by the Village Engineering Dept., Water Utility, Wastewater Utility, Highway Dept., or outsourced to a third-party engineering consultant, and shall also be reimbursed for services rendered by the Village Attorney. Developer will be billed for Village personnel at the standard

DEVELOPMENT AGREEMENT

rates presented in Exhibit B. Developer will be billed for third-party engineering consultants by presenting their invoices.

4.05 DATA CONVERSION FEE. In accordance with Section 18.10(13) of the Municipal Code, Developer shall be responsible for all fees associated with the upload of Geographic Information System data incurred by the Village in connection with this project.

4.06 PREPAYMENT OF CERTAIN FEES. Developer shall pay the fees specified in Paragraphs 4.02, 4.03 and 4.05, as itemized in Exhibit A, prior to the issuance of any building permit for the Property.

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer has been authorized one (1) sewer connection for this Development, subject to the provisions of Sec. 5.02 of this Agreement.

5.02 SEWER CAPACITY. It is understood by and between the parties that the Village, by entering into this Agreement, makes no representations or guarantees with respect to sewer capacity for the Development contemplated by this Agreement. It is understood by Developer that other governmental authorities having jurisdiction may impose limitations or restrictions upon the Village's decision to authorize the sewer connections referred to in Sec. 5.01 of this Agreement.

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the Property. Approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as required on approved plans, will not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high water mark of a navigable waterway or 25 feet from a wetland. If the Zoning Administrator suspects the presence of wetlands or navigable stream upon site inspection, an updated delineation will be required. Final delineation of wetlands and navigable streams shall be confirmed by the Southeastern Wisconsin Regional Planning Commission.

5.04 PHASES. Developer has represented that it will construct the public improvements proposed for this project in one phase. All public improvement work associated with the Development shall be completed within one year following the date of issuance of permits for such work by the Village.

ARTICLE VI - FINANCIAL GUARANTY

DEVELOPMENT AGREEMENT

6.01 AMOUNT. Developer shall deposit with the Village a certified check or provide an irrevocable letter of credit which shall assure the faithful performance of Developer's obligations under this Agreement as itemized in Exhibit "A" attached hereto and incorporated herein by reference. The Village may in its sole discretion following Developer's request and acceptance by the Village Public Works & Highway Committee of some but not all of the improvements constructed as part of this Agreement, reduce the deposit or letter of credit to the amount estimated by the Village Engineer (in a manner consistent with the Ordinances) to be necessary to secure performance by Developer hereunder. In no event shall the amount of the guaranty be reduced below the aggregate total estimated cost of the improvements not yet installed or accepted, plus fifteen percent (15%). The Village is hereby authorized to contact directly Developer's financial agent from time to time regarding the sufficiency of the financial guaranty. The termination date of the Letter of Credit, following acceptance by the Village shall be no earlier than one year following the date of issuance of permits for public improvement work by the Village. If the public improvements to be undertaken by Developer under this Agreement are not complete within one year following the issuance of permits for such work, for any reason including force majeure under Section 8.03 below and without regard to the fault of Developer, then Developer's obligation to provide a letter of credit shall be extended through the completion of the work and its inspection and acceptance of dedication by the Village. After construction and total completion of the project and acceptance of the project by the Village Public Works & Highway Committee, the surety will be reduced to 10% of the actual cost of construction for a period of one (1) year (the guaranty period). In the event the original surety would, by its terms, expire prior to the end of the one year guaranty period, or if the guaranty period is extended due to repairs of defects as provided in Sec 7.01, a new surety shall be issued to cover the remaining guaranty period for the 10% of actual original construction costs.

6.02 FORM. The form of the letter of credit shall be approved by the Village Attorney prior to acceptance of the letter of credit by the Village as satisfying Developer's obligation as provided in Section 6.01 above. The letter of credit shall provide that it may be drawn upon only by the Village to guaranty to the Village the performance by Developer of all obligations under this Agreement. The letter of credit shall be from a local lending institution, in the form of an irrevocable standby letter of credit and auto renewable.

6.03 LIABILITY NOT RELEASED. All deposits or Letters of Credit given hereunder are security devices only which in no manner limit the liability of Developer to the Village, however arising and regardless of the amount.

6.04 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village by this financial guaranty, the Village reserves the right without notice or hearing to impose special assessments or charges for any amounts to which it is specifically entitled by virtue of this Agreement for improvements specifically provided for herein upon the property described in Exhibit "C" attached hereto. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. This provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

DEVELOPMENT AGREEMENT

6.05 REMEDIES. At the option of the Village, a material breach of this Agreement shall result in the Village having the right to revoke any and all occupancy or use permits, or to rescind any zoning granted in consideration of the proposed project. Compliance with this contract shall be deemed a condition of any such zoning, which shall revert to the original zoning classification upon action of the Village Board under authority of this provision. As an alternative thereto, and at the option of the Village the Village may impose a liquidated damage penalty in the amount of \$500.00 per diem as until such time as there shall be compliance. In addition, the Village shall have the right to remedy such breach at its expense and assess the cost thereof against the subject property. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

7.01 GUARANTEE OF IMPROVEMENTS. Developer shall guarantee all dedicated improvements against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as provided in Article III of this Agreement. Developer shall repair or replace any such improvements as required by the Village Engineer to eliminate such defects and shall pay for all damages to Village property resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

7.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the carelessness, negligence or neglect of Developer, its agents, contractors or employees. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to defend the same has been given to Developer within ten (10) days after its commencement, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village.

7.03 CONTRACTOR INSURANCE. Contractors engaged by Developer to perform the work required by this Agreement within public rights-of-way shall, prior to commencing such work, submit to the Village proof of the following:

- (1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.
- (2) Personal and public liability insurance having limits of not less than \$1,000,000.00.
- (3) Property damage insurance having limits of not less than \$500,000.00.

DEVELOPMENT AGREEMENT

- (4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION:

Developer shall indemnify, defend, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to the presence of toxic or hazardous material or substances present or suspected to be present in or on the real property dedicated or conveyed to the Village, pursuant to, or in connection with the platting/subdivision of Developer's Property or this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

Upon the Village becoming aware of the occurrences of any event or the existence of any state of facts in respect of which the Village has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

- (a) the Village shall provide Developer notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;
- (b) subject to paragraphs (c) through (f) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;
- (c) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (d) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (e) Developer shall lose its right to defend, negotiate and settle any Claim if, in the

DEVELOPMENT AGREEMENT

reasonable judgment of the Village, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim: (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within twenty (20) days of receipt of written notice from the Village;

- (f) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The work required by this Agreement shall be completed by Developer not later than one (1) year after acceptance of this Agreement by the Village Board.

8.02 DEFAULT. In the event Developer does not complete installation of the public improvements required by this Agreement within thirty (30) days after the Village has served notice of default upon Developer, the Village may complete the same and take title thereto. The costs of doing such work shall be collected as provided in Article VI of this Agreement.

8.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

8.04 SUNSET CLAUSE. The conditions of this Agreement shall terminate two (2) years after Village Board approval unless construction has begun or amended in writing by both parties.

ARTICLE IX - GENERAL PROVISIONS

9.01 PLATTING REGULATIONS. All provisions of the Village's subdivision and platting code as set forth in Chapter 18 of the Municipal Code of the Village which are not inconsistent with or in conflict with any of the provisions of this Agreement are incorporated herein

DEVELOPMENT AGREEMENT

by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein. This Agreement, shall be performed and carried out in strict compliance with and subject to the provisions of Chapter 18.

9.02 APPROVAL TERMS. The approvals granted by the Village for the Bielinski Holdings, LLC are conditioned upon the fact that the Bielinski Holdings, LLC use is not tax-exempt and shall be subject to general property taxation; No tax-exempt use is authorized by the aforesaid approvals.

9.032 AGREEMENT FOR BENEFIT OF PURCHASER. Developer agrees that in addition to the Village's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any dwelling unit, building, lot or parcel of land within the Development.

9.04 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village.

9.053 AMENDMENTS. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement.

9.064 OWNERSHIP. Developer certifies and warrants to the Village that all of the owners of the real estate within said Development and all of the land contract vendors and/or mortgagees having interest in said real estate are as follows: Bielinski Holdings, LLC.

9.07 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Bielinski Holdings, LLC as a general partner of the same.

9.08 NO VESTED RIGHTS GRANTED. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this project shall inure to the Developer, its heirs, successors or assigns.

9.09 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

9.10 APPROVAL. No approval by the Village Engineer or the Village attorney or any other person acting on behalf of the Village shall be construed as a waiver of any of the requirements

DEVELOPMENT AGREEMENT

of the Ordinances, or any statute or regulation governing the improvements.

9.11 COVENANTS AND DEED RESTRICTIONS. All proposed covenants and deed restrictions shall be submitted to and be approved by the Village Attorney prior to recording, and shall include the following:

- (1) YARD LIGHTS: Yard lights as required by Sec.18.08 (12) of the Municipal Code
- (2) DRAINAGE EASEMENT AND DETENTION BASIN PROTECTION. The drainage easement and detention basins shall be maintained free of obstruction.
- (3) VILLAGE REMEDIES. The Village shall have the right to remedy deficiencies under the preceding paragraphs, the right to charge Developer for costs incurred and the right to enforce collection of such amounts in accordance with § SS66.0627 of the Wisconsin Statutes.

9.12 SEVERABILITY. If any part, term or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

ARTICLE X - NON-ASSIGNMENT

This Agreement which is binding upon Developer, Developer's agents, officers, employees, personal representatives, guardians and trustees shall not be assigned by Developer to any individual, firm, partnership or corporation without the express approval of the Village.

DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of _____, 2015 which shall be the effective date of this Agreement.

The
Bielinski Holdings, LLC.

GERMANTOWN MEMORY CARE

By:

, General Partner

By: _____

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2015, the above-named, _____, General Partner of Bielinski Holdings, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such General Partner of said Limited Partnership and acknowledged that he executed the foregoing instrument in such capacity. Signed or attested before me this ____ day of _____, 2015 by the above named _____.

By: _____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires:

DEVELOPMENT AGREEMENT

"In Duplicate"

VILLAGE OF GERMANTOWN

By _____
Dean Wolter, Village President

By _____

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2015, the above-named, Dean M. Wolter, Village President, and Barbara K.D. Goeckner, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority and pursuant to Resolution No. _____ adopted by its Village Board on the ____ day of _____, 2015 by the above named Dean M. Wolter, Village President, and Barbara K.D. Goeckner, Village Clerk, of the Village of Germantown.
, Village Clerk of the Village of Germantown.

By _____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires:

Approved as to form:

Brian C. Sajdak, Village Attorney

This instrument was drafted by:
Brionne R. Bischke, P.E., Interim Director of Public Works

EXHIBIT "A"

MIDWEST ASSISTED LIVING
DEVELOPMENT AGREEMENT

Item Description	Basis	Est. Amount
Sanitary Sewerage System	1.02	
Water Supply Facilities	1.03	
Underground Private Utilities	1.04	
Grading	1.05	
Internal Road Pavement (excl. surface lift)	1.05	
Internal Road Pavement, surface lift	1.05	
Concrete Curb and Gutter	1.05	
Internal Sidewalks	1.05	
Traffic Signs and Street Signs	1.05	
Permanent Barricades	1.05	
Wasaukee Road Intersection	1.06	
Wasaukee Road Sidewalk	1.06	
Erosion Control	1.07	
Storm Water Management and Drainage	1.08	
Storm Water Maintenance Agmt and Certs	1.08	
Landscaping	1.09	
Street Trees, Ph 1	1.10	
Street Trees, Ph 2	1.10	
Street Lamps and Yard Lights	1.11	
Survey Monuments	1.12	
Record Drawings	2.05	
SUBTOTAL		\$0.00
Impact Fees		
Water: (\$832.00/Res. Unit)	4.02 ^a	
Parks: (\$736.00/Res. Unit)	4.02 ^a	
Fire: (\$171.00/Res. Unit)	4.02 ^a	
Police: (\$148.00/Res. Unit)	4.02 ^a	
Library: (\$281.00/Res. Unit)	4.02 ^a	
Sewer Connection Fee: (\$3,688.00/Res. Unit)	4.02 ^a	
SUBTOTAL		\$0.00
Improvement Review Fee		
2.25% of 1st \$250,000 of Construction Cost	4.03 ^b	
1.75% of 2nd \$250,000 of Construction Cost	4.03 ^b	
1.25% of Construction Cost > \$250,000	4.03 ^b	
SUBTOTAL		\$0.00
Misc. Fees		
Professional Fees (Estimate)	4.04	
Inspection Fees (Estimate)	4.04	
Data Conversion Fee (Estimate)	4.05 ^b	
SUBTOTAL		\$0.00
TOTAL		\$0.00
^a Amount to be Paid at Time of Signing Individual Lot Building Permits		\$0.00
^b Amount to be Paid at Time of Signing Developer's Agreement		\$0.00
INITIAL LETTER OF CREDIT AMOUNT		\$0.00

Developer or Owner_____
Brionne R. Bischke, P.E.
Interim Director of Public Works_____
Print Name_____
Date_____
Date

EXHIBIT "B"**MIDWEST ASSISTED LIVING
DEVELOPERS AGREEMENT**

Position	2015 Hourly Rate
Director of Public Works	\$95.00
Village Engineer	\$90.00
Project Engineer	\$68.00
Engineer Tech III/Land Surveyor	\$65.00
Land Surveyor/Survey Crew w/Robot	\$152.00
Highway Superintendent	\$67.00
Zoning Administrator/Planner	\$77.00
Engineering Assistant II	\$61.00
Record Drawing Documentation Preparation	\$96.00
Construction Inspection	\$96.00
Highway Maintenance Worker II	\$53.00
Highway Operations (Traffic Signals)	\$93.00
Water Superintendent	\$67.00
Wastewater Superintendent	\$67.00
Utility Operator	\$53.00
Clerical	\$46.00

Developer or Owner

Brionne R. Bischke, P.E.
Interim Director of Public Works

Print Name

Date

Date

From: Jay Olszewski
Sent: Tuesday, July 28, 2015 1:34 PM
To: Brionne Bischke
Subject: RE: Prairie Glen Phase 2: Initial Draft of Developer's Agreement

Brionne,

Thanks for the opportunity to review the DA. I only have a few comments.

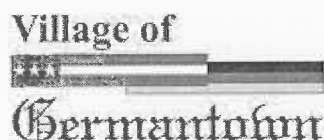
1.10 Street Trees: We inventory all of our street trees...Is there a way to require the Developer to provide that as they are installed we could have them placed on the Village's GIS system.. My thought is the trees are assets that we have to track and maintain, very similar to water, storm and sanitary sewer infrastructure. If the developer could at least get the new trees in the inventory that would be a big help.

Also the location is defined as within the "roadway terrace". Often these developments do not have internal sidewalks, and the trees get planted right at or either way of the right of way line. Could we define that a bit more specific. Ex. Between 12 and 15 feet behind curb and spell out within the road right of way (unless we want them to be on private property, which I would be in favor of)??

Lastly in the past we included the cost in the DA for street name signs, speed limit signs, stop signs and slow children at play. Don't know if you want to include that or not. Or it might be and I just didn't see it.

Thanks for the input!!

Jay Olszewski
Village of Germantown
Superintendent of Highways



From: Brionne Bischke
Sent: Thursday, July 23, 2015 2:24 PM
To: 'Brian Sajdak' <brian@wrslegal.net>; Jeff Retzlaff <jretzlaff@village.germantown.wi.us>; Tim Zimmerman <tzimmerman@village.germantown.wi.us>; Jim Driver <jdriver@village.germantown.wi.us>; Jay Olszewski <jolszewski@village.germantown.wi.us>
Subject: Prairie Glen Phase 2: Initial Draft of Developer's Agreement

Please find attached my initial draft of a developer's agreement for this subdivision. Please review and suggest any edits you may have. We will take this developer's agreement to the Public Works & Highway Committee on August 6th and to the Village Board on August 17th.

From: Nancy Washburn [nwashburn@bielinski.com]
Sent: Tuesday, August 04, 2015 4:35 PM
To: Brionne Bischke
Subject: FW: Prairie Glen Phase 2: Initial Draft of Developer's Agreement

Hi Brionne – Tim & I reviewed the agreement and have the following comments.

Additional Questions:

1) Do we need to televise any of the systems prior to acceptance or building permits?

Our biggest challenge is what to do with Wausaukee Road and the sidewalk. Although I understand that in April of 2014 Bielinski Homes agreed to install it as part of the PUD. In reality it is a larger project than they had realized at the time.

I will be in the office all day Wednesday, hopefully we can talk about this further.

Nancy Washburn

Acquisitions and Development Manager

Bielinski Homes

P: 262.548.5582

C: 262-290-6709

F: 262.547.6331

nwashburn@bielinski.com

bielinski.com

From: Tim Voeller
Sent: Tuesday, August 04, 2015 3:26 PM
To: Nancy Washburn
Subject: RE: Prairie Glen Phase 2: Initial Draft of Developer's Agreement

Nancy,

Per our earlier discussion, below are my comments and questions regarding the developer's agreement:

The Developer should be changed to Bielinski Homes, Inc. instead of Bielinski Holdings, LLC. We will be deeding this property to Homes prior to execution of the DA.

Sections 1.02 and 1.03 refer to the Developer preparing separate easement documents for the sewer and water. Typically this is done via plat and not separate easement documents.

Section 1.05 should include specific language as to when sidewalks are to be installed – allowing us to install as the home is constructed.

Section 1.06 includes language regarding the sidewalk along Wasaukee Road – needs to be clarified.

Section 1.11 should include the word "similar" before the phrase "material as Phase 1." This will allow for different yard lamps if discontinued.

Section 2.02 should include language that allows for the receipt of building permits prior to all other non-final lift improvements being installed.

Section 2.03(5) discussing the Wasaukee Road sidewalk. See above.

Section 2.05 includes a reference to Virginia Ave. which should be deleted.

Confirm if the \$5,000 fee referenced in the last paragraph of Section 4.03 is in addition to the fees in subsections (1)-(3) of the same section.

We will need clarification as what claims the second paragraph of Section 7.04 refers to – if only environmental claims it should state Section 7.04 instead of Agreement in the third line of said paragraph.

All references to Bielinski Holdings, LLC in Section 9 should be changed to Bielinski Homes, Inc. Signature block should be amended accordingly with the removal of the general partner reference in the acknowledgment. Also, the reference to Germantown Memory Care should be deleted from the signature block.

Let me know if there are any questions. Thanks.

Timothy J. Voeller
General Counsel
Bielinski Homes, Inc.
P - 262.574.4053
F - 262.547.6331
Email - tvoeller@bielinski.com

Bielinski Homes Inc. Confidentiality Notice

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From: Nancy Washburn
Sent: Wednesday, July 29, 2015 3:29 PM
To: Tim Voeller
Subject: FW: Prairie Glen Phase 2: Initial Draft of Developer's Agreement

These came in for Prairie Glen II. I have not reviewed the DA yet, but plan on it first next week. I am working on the draft of the Exhibits and LLOC breakdown. Again should have next week.

Nancy Washburn
Acquisitions and Development Manager
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From: Brionne Bischke [<mailto:bbischke@village.germantown.wi.us>]
Sent: Thursday, July 23, 2015 2:33 PM
To: Nancy Washburn
Cc: 'Brian Sajdak'

X.F

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

MEETING DATE: August 17, 2015

AGENDA ITEM: New Business

ITEM TITLE: A RESOLUTION APPROVING AMENDMENTS TO THE 2015
BUDGET, LINE ITEM TRANSFER – DIVISION ROAD CULVERT

SUBMITTED BY: Brionne R. Bischke, P.E., Interim DPW Director / Village Engineer

SUMMARY EXPLANATION:

As you may recall, the compromised culvert crossing Division Road south of Lilac Lane created a sinkhole in the southbound lanes of Division Road. The culvert crossing is a tributary of the Jefferson Ditch ponds and Division Road is a fairly busy arterial road.

Bids were requested from three contractors:

\$33,702.00	Baumhardt Sand & Gravel (same contractor who is on our road projects)
\$35,700.00	D.F. Tomasini
\$96,000.00	Super Excavators

The culvert crossing was replaced within one week of receiving report of the sinkhole.

The Alt Bauer basketball court and path replacement project bids ended up being significantly under funds budgeted, so this resolution intends to transfer some of the additional funds from the Alt Bauer project to fund the Division Road culvert replacement. Finance Director Kim Rath advises this transfer.

ATTACHMENTS:

Resolution

INTERIM DPW DIRECTOR RECOMMENDATION TO COMMITTEE:

Approval

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.

RESOLUTION NO. - 15

**APPROVING AMENDMENTS TO THE 2015 BUDGET
LINE ITEM TRANSFER - DIVISION ROAD CULVERT**

WHEREAS, the Village Board of the Village of Germantown approved 2015 Capital Budget on November 17, 2014; and

WHEREAS, the 2015 Capital Borrowing included funds for Alt Bauer Pathway Resurfacing and the Basket Ball Court in the amount of \$120,500; and

WHEREAS, actual project expense shouldn't total more than \$75,000 for the Alt Bauer Project, there would be funds remaining to cover the unforeseen Division Road Culvert Repair of \$33,702.

NOW, THEREFORE BE IT RESOLVED, that the \$33,702 be transferred from line item 40-552-570-8310 (Recreation Land Improvements) to 40-542-570-8850 (Street Improvement).

Introduced by: Trustee

Adopted: August 17, 2015

Vote: Ayes: Nays: Absent:

Dean M. Wolter, President

ATTEST:

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

X. H

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

MEETING DATE: August 17, 2015

AGENDA ITEM: New Business

ITEM TITLE: REQUEST TO MODIFY TID #6 GRADING & EROSION CONTROL
CONTRACT WITH SUPER WESTERN TO ACCOMMODATE SITE
LAYOUT CHANGES

SUBMITTED BY: Brionne R. Bischke, P.E., Interim DPW Director / Village Engineer

SUMMARY EXPLANATION:

Last year’s loss of a prospective anchor tenant and this year’s prospective anchor tenant compelled MLG to redesign the TID’s proposed internal road layout. After working out some truck turning movements along the proposed internal road alignment, the TID had to be re-graded to achieve a new earthwork balance and utilities had to be realignment.

Super Western is presently updating costs to incorporate their take-off quantities and Year 2015 equipment, labor and material rates, which will be available for and presented at the Board’s Aug. 17th meeting.

In September 2014, the value of the contract awarded to Super Western was \$1,497,194.49.

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.

X. I

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

MEETING DATE: August 17, 2015

AGENDA ITEM: New Business

ITEM TITLE: REQUEST TO MODIFY TID #6 SANITARY, WATER & STORM
UTILITIES CONTRACT WITH ADVANCE CONSTRUCTION TO
ACCOMMODATE SITE LAYOUT CHANGES

SUBMITTED BY: Brionne R. Bischke, P.E., Interim DPW Director / Village Engineer

SUMMARY EXPLANATION:

Last year's loss of a prospective anchor tenant and this year's prospective anchor tenant compelled MLG to redesign the TID's proposed internal road layout. After working out some truck turning movements along the proposed internal road alignment, the TID had to be re-graded to achieve a new earthwork balance and utilities had to be realignment.

Geotechnical report results indicate that the new utility alignment required to accommodate this year's prospective anchor tenant and to maximize buildable area for future tenants potentially runs through a significantly greater yet unquantifiable amount of bedrock than the previous alignment.

Year	Utility	Est. Utility Cost	Assumed Bedrock Cost	Est. Total Cost
2014	Sanitary	\$683,930	\$70,000	\$753,930
2014	Water	\$340,990	\$28,000	\$368,990
		\$1,024,920	\$98,000	\$1,122,920
2015	Sanitary	\$698,482	\$255,150	\$953,632
2015	Water	\$361,561	\$127,575	\$489,136
		\$1,060,043	\$382,725	\$1,442,768
		3.4% Increase		28.5% Increase

Since a greater yet unquantifiable amount of bedrock will likely require blasting and / or trenching, perhaps it would be best at this time to increase the present contract amount of \$1,122,920 by 10% to \$1,235,212 for now and return any additional future increases to the Village Board if necessary.

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.

X. J

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

MEETING DATE: August 17, 2015

AGENDA ITEM: New Business

ITEM TITLE: REQUEST TO LET TID #6 PAVING & STORM SEWER CONTRACT
BID TO ACCOMMODATE SITE LAYOUT CHANGES

SUBMITTED BY: Brionne R. Bischke, P.E., Interim DPW Director / Village Engineer

SUMMARY EXPLANATION:

Last year's loss of a prospective anchor tenant and this year's prospective anchor tenant compelled MLG to redesign the TID's proposed internal road layout. After working out some truck turning movements along the proposed internal road alignment, the TID had to be re-graded to achieve a new earthwork balance and utilities had to be realignment. It is estimated that the new alignment will present \$112,195 savings in interior pavement construction costs.

The Village's traffic consultant recently completed the traffic impact analysis (TIA) for improvements at the TID's intersection with Appleton Ave. and for surrounding roadways. The TIA has been submitted to Wisconsin DOT for them to develop phasing and the memorandum of understanding.

COMMITTEE ACTION:

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

**BUSINESS OF THE VILLAGE BOARD
VILLAGE OF GERMANTOWN**

MEETING DATE: August 17, 2015

AGENDA ITEM: New Business

ITEM TITLE: Resolution No. xx-15 To Change the Village of Germantown Polling Place for the November 3, 2015 Special Referendum Election

SUBMITTED BY: Barbara K. D. Goeckner, Village Clerk

SUMMARY EXPLANATION:

At its August 3, 2015 meeting, the Village Board approved a Resolution to go forward with a Special Referendum Election to exceed levy limits for 2016 for the purpose of a full-time fire department.

While working on the election preparation it came to my attention to consider combining our Districts 1-4, separate polling locations, into one (1) single polling place for this Special Election. My recommendation is that this single polling location be held at the Bethlehem Ev. Lutheran School, because it has the largest space of any of our polling locations to accommodate the most people and splits in poll books. If I could know for sure that the turnout would be something like 10% or less, I would even consider Village Hall as a one-time location, or one of our other spaces currently used.

Because this is a Special Election, with only one item on the ballot, at a time when no regular elections are occurring in the state, I anticipate a lower than average turnout of voters at the polls. Even at a 25% overall turnout for the entire Village the number of voters would be equal to what one polling location handles if they have a 95-100% turnout, which is the case only in Presidential elections every four years. Our voter turnout on elections OTHER than for Governor or President, range from 6% to about 33%.

I estimate this special election to cost between \$15,000 and \$19,000, for four polling locations. The April 2015 Spring Election had a 21.4% turnout with an estimated cost of \$15,099. **The estimated cost for having one polling location is \$7,600, for an approximate cost savings of between \$7,400 and \$11,400.**

Pros:

- ¼ the time/cost to set up one location
- ¼ - ½ the cost for programming equipment (1/4 for 1 set of machines, ½ for 2 sets of machines)
- ¼ the notices to post
- Only one ballot style instead of our usual 4 styles – this saves in printing costs
- Only one set of reporting for the election instead of 4 separate sets.
- ½ as many election workers
- Less staff time/overtime for election related work throughout the election preparation period as well as after the election.

Cons:

- Confusion to the voters of where their polling location is from one election to another
- Slight risk of having a much larger turnout than is anticipated and one location can handle
- If there is a large physical voter turnout there is a risk of longer voting lines at one location

Many of our voters who turn out for a Presidential election, only vote once every four years at Presidential elections. We do have a concern of voters being confused because three-fourths of them would be in a different location. However, we actually experience the issue of confusion at most of our elections throughout the year every year, because many people do not remember where they voted last time or vote so infrequently it is difficult to remember. Or they turn into a place because they see the 'vote here' sign when they are driving by.

We now have roughly 30% of all voter turnouts vote by absentee ballot, so those people would not be affected by polling location change since they come to our office or mail their ballot in.

We have already begun making the public aware of the November 3rd Special Referendum Election by placing it on our public access channel, adding information to our website – which will be moved to a front page 'alert' when there is space to allow for it and by posting information in Village Hall. This is also the first election where Voter Photo ID comes into play, so we are advertising that a great deal as well. If polling places are combined to one location, we will communicate the information to the public in these same manners, as well as posting information at each counter in Village Hall (where allowed), posting more information across from the Clerk's office and by publishing notices now and closer to the election in the Germantown NOW etc., making the residents aware of it as well. We will seek out every avenue we can think of to make this very well known. We are also developing a tri-fold hand out to have at the counters notifying residents of the Election and all other related information which would include this. On Election Day we will post notices and signs at the other 3 polling locations notifying anyone who *would* show up there that the voting is taking place at the one location and supply them with the name, address and directions on where it is located.

I bring this information to you for a decision because it is my duty to recommend cost savings to the taxpayers of Germantown whenever I see them as a possibility. I am providing this information to the Village Board for their determination because I feel I am bound by duties for the Village to recommend cost savings to the taxpayers of Germantown whenever I recognize their possibility. My recommendation would be for you to pass this resolution and reduce the costs of the election to the taxpayers, by combining the polling places to one location, at District 1.

ATTACHMENT: ORDINANCE _____ RESOLUTION X OTHER _____

RECOMMENDATION:

Motion to approve the resolution to combine polling locations for the November 3, 2015 Special Referendum Election to one location at the Bethlehem Ev. Lutheran School.

RESOLUTION NO. xx-15

**RESOLUTION TO CHANGE THE VILLAGE OF GERMANTOWN POLLING PLACE(S)
FOR THE NOVEMBER 3, 2015 SPECIAL REFERENDUM ELECTION**

WHEREAS, pursuant to Section 5.25 (3) polling places shall be established for each election at least thirty (30) days before the election; and,

WHEREAS, the November 3, 2015 Special Election for Referendum will have only the referendum question on the ballot, and is anticipated to have lower than average voter turnout at the polls on election day (outside of absentee voting); and,

WHEREAS, the Village of Germantown currently has four polling places that will all have to be open and staffed on this date despite voter turnout; and

WHEREAS, the Bethlehem Ev. Lutheran School, located at N108W14290 Bel Aire Lane, is the largest polling location of the four; and,

WHEREAS, in an effort to save taxpayer dollars while providing a continuity of services for the Electors within the Village of Germantown, the Village Clerk is requesting that all electors cast ballots at one polling place for the November 3, 2015 Special Referendum Election.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown that Districts 1-4 (Wards 1-17) shall vote at the Bethlehem Ev. Lutheran School, located at N108W14290 Bel Aire Lane, Germantown, WI 53022, for the November 3, 2015 Special Referendum Election and will return to their original polling locations for the February 16, 2015 Spring Primary.

Passed and Adopted by the Village Board of the Village of Germantown, this ____day of August, 2015.

Dean M. Wolter, Village President

ATTEST:

Barbara K. D. Goeckner, Village Clerk

Introduced by Trustee:

Adopted:

Votes: Ayes: Nays: Absent: