

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, February 1, 2016 7:00 p.m.

LOCATION: Germantown Village Hall Board Room

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

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **PRESIDENT'S REPORT**

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

The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney and Village Clerk.

VI. **CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:**
Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. (15 minutes)

VII. **CONSENT AGENDA:**

A. Approval of Village Board Minutes: January 18, 2016

B. Accounts payable/payroll

1.	January 25, 2016	Accounts Payable	\$ 361,525.60
2.	January 28, 2016	Payroll (hourly)	\$ 209,093.16
3.	January 31, 2016	Payroll (salary)	\$ 79,050.55

The following items were forwarded from the General Government and Finance Committee with a unanimous recommendation:

C. Mutual Cooperation Agreement Under the National Affordable Housing Act (The HOME Consortium Program) [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. Scott Bence, agent for Heritage Place Joint Venture, property owner of Parcel GTNV# 224-992 (located at approximately N116W16200 Main Street @ Park Avenue) totaling approximately 22.73 acres proposed for a multi-family residential development known as “Saxony Village” and Applicant for a Conditional Use Permit to allow: (1) wetland alterations within a wetland (approximately 5,350 sqft of fill) associated with replacing an existing culvert near the westernmost end of Hilbert Lane; and (2) development activities (approximately 48,000 sqft of grading) within a 25’ wetland and a 75’ navigable water setback on portions of said property.

X. NEW BUSINESS:

- A. Scott Bence, agent for Heritage Place Joint Venture, property owner and Applicant for a **Conditional Use Permit (CUP)** to allow: (1) wetland alterations within a wetland (approximately 5,350 sqft of fill) associated with replacing an existing culvert near the westernmost end of Hilbert Lane; and (2) development activities (approximately 48,000 sqft of grading) within a 25’ wetland and a 75’ navigable water setback on portions of the property located at approximately N116W16200 Main Street @ Park Avenue, Parcel GTNV# 224-992.
- B. Memorandum of Agreement Between Washington County and the Village of Germantown for Brownfields Assessment
- C. **RESOLUTION NO. xx-16** Authorizing the Partial Redemption of Two Issues of Village of Germantown General Obligation Refunding Bonds
- D. Request Approval of Agreement with K-Consult LLC to Assist Village Staff With Negotiating New Agreements for Telephone Service
- E. Request to Approve 2016 Capital Projects Listing for 2016 G.O. Promissory Note not to Exceed \$2,670,000
- F. Request Authorization to Hire Full-time Senior Coordinator
- G. Request Approval to Purchase 5 Recliners for Fire Station #2
- H. Request Not to Change the Definition of Undeveloped Lands-Assembly Bill 582

XI. ADJOURNMENT

The next Village Board meeting will be on March 7, 2016 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
January 18, 2016**

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

ROLL CALL: President Wolter, Trustees Baum, Daniels, Hughes, Kaminski, Miller, Myers, and Zabel. Trustee Warren was absent and excused. Also present: Administrator Schornack, Attorney Sajdak, Public Works Director Ratayczak, Park & Rec Director Schroeder, Superintendent of Highways Olszewski, Water Superintendent Driver, Engineer Bischke, Police Capt. Snow, 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. Trustee Zabel informed the Board of information received at the Mid-Moraine Legislative Committee meeting.

CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing: None

CONSENT AGENDA:

- A. Approval of Village Board Minutes: January 4, 2015
- B. Accounts payable/payroll
 - 1. January 10, 2016 Accounts Payable \$ 808,057.65
 - 2. January 12, 2016 Payroll (hourly) \$ 203,510.30
 - 3. January 15, 2016 Payroll (salary) \$ 79,769.09
- C. Operator Licenses: January 19, 2016 – June 30, 2016 [Recommended Approval]
Kristin Corbett, Daniel Edmonds, Christopher Gioffre, Michael Gorzynski Jr., Abigail Schwartzmiller, Jessica Taylor

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

- D. Request to Amend the WE Energies Distribution Easement at N104 W13956 Donges Bay Road to Include Electrical Service [Recommended Approval]
- E. Authorize Staff to Solicit Bids for the Inspection and Repair of Well #3 [Recommended Approval]
- F. Authorize Staff to Contract with Ruekert & Mielke to Upgrade the SCADA System to Include Software, Hardware and Programming at a cost of \$80,000 With Funds Allocated From the 2016 Capital Budget Acct. #50-180-184-3972 and #60-180-184-3721 [Recommended Approval]
- G. Authorize Staff to Purchase One New Welder from Weld Specialty for an Amount not to Exceed \$5,097 with funds allocated from Acct. #10-542-570-8100 [Recommended Approval]
- H. Authorize Contract with Wachtel Tree Science at an Amount not to Exceed \$15,000 for the Specific Consultation Services related to Emerald Ash Borer (EAB) [Recommended Approval]

CONSENT AGENDA continued:

- I. Authorize Wisconsin DOT to Include Traffic Signal Design in the State-Municipal Agreement for the Mequon Road-Country Aire Drive Intersection Project [Recommended Approval]
- J. Accept the Private Water Main Maintenance Agreement with Xtreme Stainless, W194 N11005 Kleinmann Drive [Recommended Approval]

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

- K. Request To Purchase (2) Ford SUV Police Interceptors From Ewald Automotive Group In Oconomowoc At \$26,533 Per Squad (\$53,066 For Both) And Equipment/Changeover Costs Of \$28,000, For A Total Amount Of \$81,066.00, Allocated From Acct.#10-521-570-8100 [Recommended Approval]
- L. Request To Repair Emergency Lighting For Side Intersection Lighting And One Rotator With LED Lights On Fire Dept. Truck 71 Using The Services Of Light It Up EVS - Brent Biedenbender In An Amount Of \$3,960 Allocated From Acct. #10-522-530-5400 With The Funds Taken From 2015 Budget And Added To The Budget Carryover Resolution [Recommended Approval]
- M. Request Approval To Pay Annual Support Fees To PropPhoenix For Fire/Rms/Wda And Netmotion In The Amount Of \$9622.68 From Acct #40-522-570-8460 (\$825) And Acct #10-522-530-7730 (\$8,827.68) [Recommended Approval]

Trustee Zabel requested to pull item 'I'. **MOTION (Baum/Miller) to approve Consent Agenda, Items A-M excluding Item 'I', roll call vote, carried.**

Trustee Zabel stated committee had agreed to go with the authorization to include the traffic signal design in the State-Municipal Agreement for the Mequon Road-Country Aire Drive Intersection Project, but wondered if TIF funds could still be used for this. Discussion of contract letting date and where funding will come from. 20 cars shy of requirement for signaling, timing to do this within current project rather than waiting. **MOTION (Zabel/Baum) authorize Wisconsin DOT to include traffic signal design in the State-Municipal Agreement for the Mequon Road-Country Aire Drive intersection.** No money being spent at this time. **Carried.**

UNFINISHED BUSINESS: None

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

NEW BUSINESS:

- A. Authorization for Blanket Purchase Order – Water Meters
MOTION (Kaminski/Baum) to approve the blanket purchase order for water meters. Roll call vote, 7 in favor, 1 opposed (Zabel), carried.
- B. Request Authorization to Purchase Tandem Axle Patrol Truck
Presented through Public Works Committee. Discussion of need, possibility to be approved with capital borrowing, tandem most important vehicle to purchase. Further discussion of needs for department, length of time to get vehicle after ordering, timing of meetings for approval, not taking anything off the capital list, capital budget was approved by the board previously, now have to find funding. **MOTION (Hughes/Baum) to postpone until the next Village Board meeting, carried.**

NEW BUSINESS continued:

- C. Request Approval to Purchase Single Axle Patrol Truck
MOTION (Hughes/Baum) to postpone until next meeting, carried
- D. Request To Award Contract To WisDOT's Engineering Design Consultant To Include Roundabout Expansion For The Lannon Road/Appleton Avenue Intersection To Accommodate TID 6 Traffic
Engineer Bischke explained request forwarded by Public Works Committee. Now considering 2018 construction schedule, but need for consultant to complete 90% of plans in order to achieve it. Further statement of what needs to be done. Design expense about twice as much as estimated. Construction cost about \$33,000, plan change costs more than work itself. DOT deadline with plans needing to be complete by March 1st. Discussion of how extensive work is, impact, need for additional bypass lane, options to consider, is this a direct result of our TIF, lack of funds, number of lanes, round about. **MOTION (Baum/Kaminski) to postpone this until we have more information. 7 in favor, 1 opposed (Myers), carried.**
- E. Approve Eliminating Industrial Park Sign at NE Corner of Donges Bay Rd & Fond Du Lac Ave
DPW Director Ratayczak presented information on sign built in 2008 at a cost of nearly \$50,000. In the way of DOT roundabout at intersection. Discussion of cost to relocate more than original cost, option to destroy sign, salvage flag poles and lighting if destroyed, who owns sign and responsibility for removal, consultation of other business park businesses. **MOTION (Hughes/Miller) to direct staff to eliminate sign and if replacement to be constructed will do so after road construction is complete.** Discussion. Director to approach DOT to take sign down. **Carried.**
- F. Non-Union Employee Compensation Increases for 2016
Administrator Schornack presented information on 2% funding for non-union employee compensations, which is in 2016 budget. Discussion of need for evaluations – those were just completed. Item needs to go to GGF committee. **MOTION (Zabel/Baum) direct Administrator to bring this to GGF meeting, carried.**
- G. **MOTION (Baum/Miller) to go into closed session at 8:09 p.m. as 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 regarding the Community Development Director/Planner Position, with Administrator Schornack and Attorney Sajdak remaining, carried.** Administrator Schornack will take the remaining minutes.
Trustee Daniels left at 8:30 p.m.

There being no further business, the meeting adjourned at 8:43 p.m.

MUTUAL COOPERATION AGREEMENT
UNDER
THE NATIONAL AFFORDABLE HOUSING ACT

The HOME Consortium Program for Federal Fiscal Years 2014-2016

This Agreement is entered into between Waukesha County, a political subdivision of the State of Wisconsin (hereinafter "County") and the Village of Germantown, a municipal corporation of the State of Wisconsin (hereinafter "Municipality" and collectively "Parties").

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990(42 U.S.C. § 12701 et seq.) as amended, (hereinafter "NAHA") provides Federal assistance for the HOME Investment Partnership Program (hereinafter "HOME Program"); and

WHEREAS, NAHA allows units of general local government to enter into a mutual cooperation agreement to form a consortium to obtain Federal funds as a participating jurisdiction under the HOME Program (hereinafter "HOME Consortium"); and

WHEREAS, the Parties have mutually developed a Consolidated Plan and Analysis of Impediments to Fair Housing Choice; and

WHEREAS, the Parties have determined that obtaining funds under the HOME Program will increase their ability to provide affordable housing, and meet other identifiable and eligible housing needs of the Municipality's residents; and

WHEREAS, the County intends to apply to the U.S. Department of Housing and Urban Development (hereinafter "HUD") for funds authorized under NAHA; and

WHEREAS, County and the Municipality have determined that joint action is an effective way to accomplish the purposes of NAHA; and

WHEREAS, counties in Wisconsin pursuant to § 59.01, Wis. Stats. and municipalities in Wisconsin pursuant to § 66.0301, Wis. Stats. have the necessary authority to enter into agreements of the type herein contemplated;

NOW THEREFORE, upon the consideration of the mutual promises contained herein, it is agreed between County and Municipality as follows:

SECTION 1 – PURPOSE

- A. The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities, by means of submitting a Consolidated Plan and Annual Action Plan for HUD HOME funds as a HOME Consortium for Federal Fiscal Years 2014, 2015, and 2016 appropriation and from any program income generated from the expenditure of such funds.
- B. Nothing contained in this Agreement shall deprive any municipality of any power of zoning, development control or other lawful authority that it presently possesses.

SECTION 2 – CONSIDERATION

Municipality, by the execution of this Cooperation Agreement, agrees to comply with this Cooperation Agreement which enables its residents to apply for HOME funds. All funds will be used within the HOME Consortium counties. County agrees to include Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of NAHA.

SECTION 3-- FUNDING

- A. The HOME Consortium shall be governed by a board of directors (hereinafter “HOME Board”). The HOME Board, by mutual agreement, shall establish “core” programs, which shall serve to benefit residents of each participating municipality and county equally. The annual distribution of “core” project funding shall continue until all allocated funds on a first come first serve basis are fully committed to eligible households.
 - a. Core programs may include, but are not limited to:
Downpayment / Closing Cost, Housing Rehabilitation, Homebuyer Counseling, Rental Rehabilitation, Rental Assistance, Purchase / Rehab or Housing Development.
 - b. HOME regulations require that 15% of HOME funds received on an annual basis must be set-aside and utilized for HOME programs using a HUD eligible Community Development Organization (CHDO), who will either own, develop, manage or sponsor a housing project.
- B. The HOME Board shall determine the allocation of HOME funds within the HUD regulation limits for program administration to Waukesha County, as the lead agent (PJ), not to exceed 10% of the annual grant.

- C. HOME regulations require that match funds or credit shall be provided at \$0.25 for every dollar spent as part of HOME programming. This match is generally provided through pledged commitments by developers of affordable housing projects. If a match cannot be provided through development projects, it shall be the responsibility of the HOME Consortium, as a whole, to provide match funds.
- D. No participating municipality / county will need to provide any funds for the administration / operation of the HOME Program.

SECTION 4 – ACTIVITIES

- A. Municipality and County agree to undertake all actions necessary to assure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. In addition, Municipality and County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws.
- B. Noncompliance by Municipality with any of the provisions above may constitute noncompliance by County which may provide cause for funding sanctions or other remedial actions by HUD.
- C. Municipality shall establish and maintain appropriate record keeping and reporting of any retained program income and make such available in order to meet the monitoring and reporting responsibilities to the U.S. Department of Housing and Urban Development.
- D. Municipality shall cooperate to undertake, or assist in undertaking, community renewal, lower-income housing assistance activities, and other eligible HOME Program activities in compliance with the regulations at 24 CFR Part 92.
- E. Municipality shall take affirmative action to further fair housing in its jurisdiction. Such actions may include planning, education and outreach, and enforcement components.
- F. HOME Consortium funding is prohibited for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes County's actions to comply with its fair housing certification.

G. Municipality shall select at least two (2) action items from the list below to affirmatively further fair housing for the duration of this Agreement. Items listed are from the 2015—2019 Analysis of Impediments to Fair Housing Choice for Waukesha County and the HOME Consortium. Municipality shall keep records documenting actions taken to affirmatively further fair housing and provide an annual report to County of such actions within 15 days of the end of the calendar year. Municipality shall obtain updated versions of the Analysis of Impediments to Fair Housing Choice when they are published every five years and select action items from the current document.

a. Impediment #1: Zoning Regulations and Housing Mix Ratios that Reduce Opportunities for Affordable Housing Development

1. In municipalities served by sewer service, allow for the development of new single-family and two-family homes on lots of 10,000 square feet or smaller.
2. Allow for home sizes less than 1,200 square feet.
3. In municipalities served by sewer service, allow for the development of multi-family housing at a density of at least 10 units per acre.
4. To support higher density residential development, expand sanitary sewer services consistent with adopted Regional Sewer Service Plans.
5. Adopt flexible zoning regulations such as Planned Unit Developments (PUD) and Traditional Neighborhood Developments (TND) to permit higher densities and a mix of housing types.
6. Adopt inclusionary zoning provisions, such as higher density allowances and a waiver or modification of other development standards where certain set-asides are made for affordable housing for moderate and low-income families.
7. Amend design regulations to promote flexibility in development and construction costs.

b. Impediment #2: Lack of Fair Housing Knowledge

1. Attend a fair housing seminar or educational opportunity.
2. Provide education or training for rental property owners and managers on the requirements of the Fair Housing Act, the definitions of protected classes, discriminatory practices, and potential consequences for non-compliance.

c. Impediment #3: Imbalance Between Job Centers and Affordable Housing Options

1. Encourage the development of new affordable and/or mixed-income housing near job centers by offering density bonuses, fee waivers or other incentives.

d. Impediment #4: NIMBY/Prejudiced Attitudes

1. Develop and integrate appropriate diversity awareness information into staff and organizational development training.
2. Create and disseminate information regarding what affordable, workforce and mixed-income housing is and what economic benefits they offer to your community, via printed materials, training sessions, website education or other methods.
3. Participate in regional housing initiatives and collaborative efforts.

e. Impediment #5: Limited Housing Options for People with Disabilities and the Aging Population

1. Prioritize public funding for housing developments that address the needs of people with disabilities or the elderly.
2. Adopt or promote construction design concepts such as universal design (UD) and Visit-ability standards and features in all new housing, including consideration of providing density bonuses or other incentives to encourage such housing.

H. Municipality, as a cooperating unit of general local government, attests that it has adopted and is enforcing:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

SECTION 5– HOME PROGRAM ADMINISTRATION

A. DEFINITIONS

- a. “Member” means a unit of local government or a county representing townships which signs this Agreement or a substantially similar agreement, and therefore is a member of the HOME Consortium organized to carry out eligible activities under the HOME Program.
- b. “Representative Member” means the unit of local government which acts as a representative of all Members for the purposes of this Agreement. The Representative Member shall assume responsibility for ensuring that the Consortium’s HOME Program is carried out in compliance with the requirements of 24 CFR Part 92 and 01 , the requirements of 24 CFR § 92.350 (a) (5) , and the requirements of the Consolidated Housing and Community Development Plan.
- c. Waukesha County shall be the Representative Member and shall carry out all necessary overall responsibilities for the HOME Consortium, with the cooperation of all Members, consistent with the HOME Program regulations. Waukesha County may elect with the approval of the HOME Board through a Request for Proposal designate a portion of Administration funds to another entity to administer specific HOME programs.
- d. Each Member shall submit in a timely manner to the Representative Member all information necessary for participation in the HOME Consortium. This includes, but is not limited to, all information necessary for the Consolidated Plan, the program description and certifications (24 CFR § 92.150), written agreements executed with subrecipients, and performance reports.

- e. Each Member of the HOME Consortium shall start the HOME Program years on January 1st of each qualified year.
- f. Each participating county shall have not less than a three person representation on the HOME Board appointed by the county executive or county board chairman. Each participating county may also designate one alternative member. Representative Member, as the lead agent, with the approval of the HOME Board, is authorized to amend the HOME Consortium Agreement on behalf of the entire HOME Consortium to add new members to the HOME Consortium.

SECTION 6 – RESTRICTIONS

- A. Neither County nor Municipality shall have a veto or other restrictive power which would in any way limit the cooperation of the Parties to this Agreement or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.
- B. Municipality may not receive an individual formula allocation under the HOME Program except through the HOME Consortium created by this Agreement, regardless of whether Consortium receives a HOME formula allocation in a particular year.

SECTION 7 – DURATION OF THIS AGREEMENT

- A. The term of this Agreement commences the date of execution and is in force for Federal fiscal years 2014, 2015 and 2016 and for such additional time as may be required for the expenditure of program income received and of funds granted through The Act and NAHA to County for such period, as defined by HUD regulations and included within HUD Notice CPD 05-01. Municipality shall not have the opportunity to terminate or withdraw from this Agreement during the period that this Agreement is in effect. This Agreement shall be in effect until the CDBG and HOME funds and program income received with respect to activities carried out during Federal fiscal years 2014, 2015 and 2016 are expended and the funded activities completed.
- B. This Agreement, in accordance with Federal regulations, provides for an automatic renewal for each successive three-year qualification period provided that the County notifies each participating unit of general local government in writing of its right not to participate for the successive three-year qualification period by the date specified in HUD's urban county qualification notice for the next qualification period. A Municipality electing to opt-out of a successive qualification period must notify the County in writing.

- C. Municipality and County agree to adopt any amendment to this Agreement incorporating the changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period. Failure to adopt, execute and submit amendment requirements will void the automatic renewal provision for such qualification period.

This Agreement is executed by the respective Parties as Members of a HOME Consortium partnership. In so doing, all existing municipalities and governing bodies are agreeing to participate under the terms of the HOME Consortium partnership with any other municipality or governing body which has joined or subsequently joins the partnership.

The terms and provisions of this Agreement are fully authorized under state and local law and that this Agreement provides full legal authority for the signatory parties to undertake or assist in undertaking HOME Program Consortium activities.

County and Municipality have authorized this Agreement and attest that this Agreement is executed by the chief executive officer of each entity.

By: _____
Print Name _____
Title _____

Date: _____

By: _____
Print Name _____
Title _____

Date: _____

By: _____
Print Name _____
Title _____

Date: _____

By: _____

Date: _____

Print Name _____
Title _____

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

MEETING DATE: February 1, 2016

AGENDA ITEM: Public Hearings & New Business (**Conditional Use Permit**)

ITEM TITLE: Scott Bence, Agent for Heritage Place Joint Venture, Property Owners of the 22.73 acre property located at approximately N116 W16200 Main Street (east of Castle Drive, south of Main Street and west of Hilbert Lane) for: (1) a Conditional Use Permit (CUP) to Allow alterations within a wetland (5,350 sqft) and development within a 25' wetland and 75' navigable water setback as provided under Section 24.04(3)(c)

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

SUMMARY EXPLANATION:

Scott Bence, agent for Heritage Place Joint Venture and the Saxony Village multi-family residential development proposal, is seeking approval of a CUP in order carry out certain development activities in and adjacent to wetlands on the subject property. These activities include: replacing an existing stream culvert necessary to construct roadway access to Hilbert Lane (5,350 sqft of wetland fill and 400 sqft of temporary wetland impact); grading within a 25' wetland and 75' navigable water setback area associated with the construct of walking paths and three (3) storm water management basins (approximately 48,000 sqft of setback area to be disturbed).

Pursuant to provisions in the Village's Shoreland-Wetland Code and consistent with past practice, the applicant has prepared a mitigation plan that proposes to compensate for these impacts by installing 58,370 sqft (1.34 acres) of native plantings adjacent to the existing wetland areas to improve/enhance erosion control and protection. The proposed wetland fill will be compensated at a ratio of 2:1 and grading within the 25' and 75' setbacks will be compensated at a ratio of 1:1 as set forth in Section 24.04(3)(c) in the Village's Shoreland-Wetland Code.

DNR permits for the same development activities have been issued; one remaining permit from the Army Corps is pending.

ATTACHMENTS:

- ◆ 8/10/15 Staff Report
- ◆ 8/10/15 Plan Commission Meeting Minutes
- ◆ Wetland Mitigation Plan (Revised dated January 7, 2016)
- ◆ DNR Permit(s) Approval Letter (December 17, 2015)
- ◆ Draft CUP

PLAN COMMISSION RECOMMENDATION:

The Plan Commission recommendation is to **APPROVE** the Conditional Use Permit to allow the proposed wetland fill and development within the 25' wetland and 75' navigable stream setback areas as presented in the application exhibits and Mitigation Plan pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code subject to the following (3) conditions:

1. As part of the site development and building plan review process, the Developer shall: (a) make every attempt to further limit development within the 25' wetland and 75' stream setback areas; (b) update the calculations and presentation of the impacted wetland, wetland setback and stream setback areas on the final site plan; and (c) update the Mitigation Plan prior to final consideration of the CUP application by the Village Board.
2. CUP approval shall be contingent upon the Developer obtaining any/all permits or approval required by the WI DNR and ACOE. In the event that DNR and/or ACOE permits/approvals are not issued, Village CUP approval shall become null and void.
3. The applicant shall prepare and submit an annual monitoring report to Village staff concerning the various management activities proposed in the mitigation plan, including the installation of native grasses and plantings within disturbed setback areas. Said report shall, at a minimum, detail the type and amount of plantings and all activities carried out in the previous year, the observed success of previous activities, recommendations for new or different activities needed to ensure success of the mitigation measures and management activities carried out, and the planned activities for the coming year. Said report shall be submitted annually at the end of each year beginning with the calendar year following the year during which construction activities have commenced, and, continuing annually thereafter for three (3) years.

**NOTICE OF PUBLIC HEARING
VILLAGE OF GERMANTOWN**

NOTICE is hereby given that a Public Hearing will be held before the Village of Germantown Village Board at the Germantown Village Hall located at N112 W17001 Mequon Road, Germantown, Wisconsin on the following date and at the time noted below (or soon thereafter):

DATE: Monday, February 1, 2016

TIME: 7:00 p.m. or later

The purpose of said hearing is to hear any and all parties, their attorneys or agents, for or against the applications filed by the petitioners for a **CONDITIONAL USE PERMIT** to allow: (1) wetland alterations within a wetland (approximately 5,350 sqft of fill) associated with replacing an existing culvert near the westernmost end of Hilbert Lane; and (2) development activities (approximately 57,600 sqft of grading) within a 25' wetland and 75' navigable water setback on portions of the following described property pursuant to Section 24.04(3) of the Germantown Municipal Code:

Petitioners: Scott Bence, Agent for Heritage Place Joint Venture, Property Owners

Property: Tax Parcel GTNV# 224-992 located at approximately N116 W16200 Main Street (south of Main Street @ Park Avenue) totaling approximately 22.73 acres that is proposed for development as part of the multi-family residential development known as "Saxony Village" and described below:

Outlot Three (3) in Assessor's Plat of the Village of Germantown, Northwest 1/4 of the Southeast 1/4 of Section 22, Town 9 North of Range 20 East, Washington County, Wisconsin, described as follows:

Commencing at the center of said Section 22; thence South 88°33'42" West along the North line of the Southwest 1/4 of said Section, 135.00 feet to a point; thence South 01°58'28" East along the East line of Squire Drive, 240.00 feet to the point of beginning of the land to be described; thence North 88°33'14" East, 135.00 feet to a point on the North-South 1/4 line of said Section; thence North 88°37'44" East, 371.13 feet to a point, said point being the Southeast corner of Certified Survey Map No. 2386; thence South 01°24'56" East, 12.49 feet to a point; thence South 63°30'56" East, 213.52 feet to a point; thence North 26°29'04" East, 150.00 feet to a point; thence South 63°30'56" East 274.54 feet to a point; thence North 26°29'04" East, 60.00 feet to a point; thence South 63°30'56" East, 60.00 feet to a point; thence North 26°29'04" East, 60.00 feet to a point in the Southwesterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence South 63°30'56" East along said right of way line, 383.50 feet to a point; thence South 01°56'58" East, 878.04 feet to the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence South 88°35'23" West, 1208.33 feet to a point on the East line of Squire Drive, said point being 110.00 feet North 88°35'23" East of the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence North 01°58'28" West, 113.97 feet to a point; thence Northwesterly, 384.07 feet along the arc of a curve whose center lies to the West whose radius is 1186.28 and whose chord bears North 11°14'58" West, 382.39 feet to a point; thence North 20°31'28" West, 458.55 feet to a point; thence North 14°49'57" West, 168.40 feet to the point of beginning.



Village of

Germantown
Willkommen

Fee must accompany application

\$1460

Paid

Date

7-6-15

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

Please read and complete this application carefully. **All applications must be signed and dated.**

1

APPLICANT OR AGENT

Phone ()

Fax ()

E-Mail _____

PROPERTY OWNER

Heritage Place Joint Venture

W178N9912 Rivercrest Drive, Ste. 101

Germantown, WI 53022

Phone (262) 255-1800

Scott@jbjcompanies.com

2

TO WHOM SHOULD THE PERMIT BE ISSUED?

Heritage Place Joint Venture

3

PROPERTY ADDRESS

TAX

KEY NUMBER

n/a

224992

4

DESCRIPTION OF EXISTING OPERATION

Briefly describe the use as it exists today, including use, size, number of employees, hours of operation, etc. If this permit involves new construction, describe the current status of the property, e.g. "vacant." Use additional pages if necessary.

Vacant land, currently farmed

5

DESCRIPTION OF PROPOSED OPERATION

Write the name of the proposed conditional use exactly as it appears in the Municipal Code.

24.04(3)(c)

Describe the proposed use, including size, number of employees, hours of operation and extent of any new construction/alterations.

Saxony Village Development, Upgrade existing wetland crossing to permit roadway and

to allow for utilities extension, wetland & navigable water setbacks

6 METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

See attached.

7 SUPPORTING DOCUMENTATION:

- ☐ Site Plan and elevations for new construction (can be conceptual)
- ☐ Photos of existing use and/or proposed use operating elsewhere
- ☒ Site Alternative A
- ☒ Survey

8 READ AND INITIAL THE FOLLOWING:

- ☒ I understand that the Village is under no obligation to issue a Conditional Use Permit and will do so only if the applicant successfully demonstrates that the proposed use is harmonious with the neighborhood and the long range goals of the Village.
- ☒ I will notify the Village if any aspects of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.
- ☒ I understand that a Conditional Use Permit is valid only if the conditions and restrictions of the permit are met. I understand that failure to comply with any aspect of the permit may result in revocation.

9 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Applicant

Date

Thur O Me
Owner

6/8/15
Date

Saxony Village

Conditional Use Permit

Purpose:

Upgrade existing wetland crossing to allow vehicular traffic, to allow for utilities extension, and wetland & navigable water setbacks see site plan.

1. The road cannot, as a practical matter, be located outside the wetland. The existing wetland crossing is proposed in the current location where an existing culver presently exists. Because of the size and conditions the existing culvert is too small to support vehicle traffic.
2. The road is designed and constructed to minimize adverse impacts upon the natural functions of the wetland listed in section 24.07(3).
3. The road is designed and constructed with the minimum cross-sectional area practical to serve the intended use.
4. Road construction activities will be carried out in the immediate area of the roadbed only.
5. The wetland alteration is necessary for the construction the road.
6. The wetland alteration is necessary for construction and maintenance of electric and telephone transmission lines, water and gas distribution lines and sewage collection lines and related facilities
7. The site plan shows wetland and navigable water setbacks. Currently, the entire parcel is farmed. The plan includes restoring the 25 foot wetland buffer area with native planting (See attached narrative and plan).



WETLAND BUFFER MITIGATION NARRATIVE

FOR

Saxony Village

Village of Germantown, Washington County, Wisconsin

January 7th, 2016

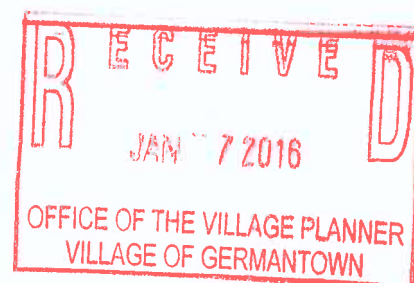
The Village of Germantown requires all new development to review impacts to adjacent wetlands and provide appropriate protection to these areas. Land within 25' of established wetland areas is to remain undisturbed whenever possible. When unavoidable, the disturbance shall be mitigated by enhancing wetland buffers to increase quality in storm water runoff capacity. In this case, grading to accommodate stormwater ponds and pedestrian trails will occur within the protective area around the fringe of the site. In addition, a small area of wetlands will be filled in order to create a new road crossing. Lastly, a small additional amount of land within the 75' navigable stream setbacks (and outside of the wetland setback) will also be graded. The following table summarizes the disturbance and required mitigation area.

Description	Area (ac)	Mitigation Ratio	Required Mitigation Area (ac)
Fringe Grading	0.89	1:1	0.89
Wetland fill for road crossing	0.12	2:1	0.24
Addition grading within 75' stream setback	0.21	1:1	0.21
Total Required Mitigation Area			1.34

The mitigation will be provided in the form of native plantings in the fringe areas and also in the stormwater areas. The native plantings will provide superior erosion control and protection over existing vegetation which is currently agriculturally farmed. The attached exhibit depicts the existing and proposed areas of interest. There is a 400 SF temporary wetland impact area in the south west corner of the site. It is being counted as a wetland fill area. It will only be disturbed during the installation of the sanitary sewer. After construction it will be able to be restored.

The seed mixture shall be selected by a local nursery based on specific soil conditions. A suggested mix is attached. Native plants shall be salt tolerant where adjacent to proposed driveways. Proposed species shall have strong deep root systems to minimize erosion due to runoff. Flowering species are encouraged to increase aesthetics. Existing vegetation shall be removed via grading or shall be burned to remove the seed base. Care shall be taken not to disturb existing wetlands. Soil shall be prepared under the supervision of the nursery or a professional landscape contractor with experience installing native plantings. Erosion matting or a tackifier shall be used to hold the seeds in place on the steeper slopes.

Native plantings take several years to become established and require maintenance to ensure unwanted species do not crowd out the native plants. These areas should be inspected as needed by a nursery expert or landscape architect with native plant experience. Burning and mowing shall be done at the direction of the professional. Additional seeding may be required in spot locations after the initial seeding, and shall be done immediately if required to prevent the invasion of unwanted species.



Natural~Landscapes, Inc.

Specializing in Prairies, Wetlands, Shorelines, and Water Gardens

Prairie Seeding List

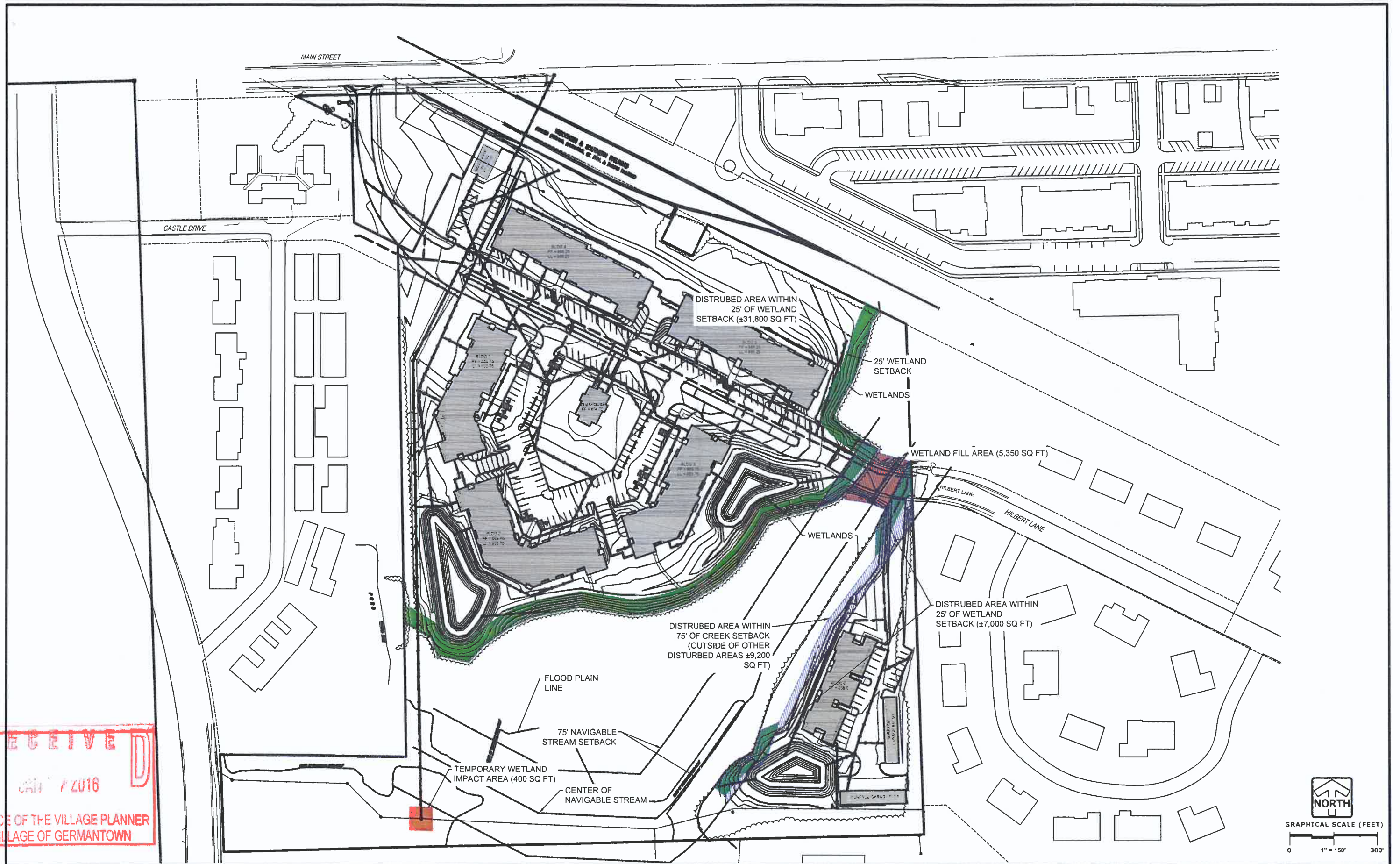
All seed materials shall be supplied and installed as Wisconsin local genotypes. A cover crop of annual ryegrass shall be installed at the rate of 7 lbs per acre for quick germination and soil stabilization.

(Grasses)

Andropogon gerardii (big bluestem)
Bouteloua curtipendula (side oats grama)
Elymus canadensis (Canada wild rye)
Schizachyrium scoparium (little bluestem)
Sorghastrum nutans (Indiangrass)

(Forbs)

Allium cernuum (nodding pink onion)
Asclepias tuberosa (butterfly milkweed)
Aster azureus (sky blue aster)
Aster laevis (smooth aster)
Aster novae-angliae (New England Aster)
Astragalus canadensis (Canada milk vetch)
Baptisia leucantha (wild white indigo)
Coreopsis lanceolata (lanced leaf coreopsis)
Coreopsis palmata (prairie coreopsis)
Dalea purpurea (purple prairie clover)
Desmodium canadense (Canada tick trefoil)
Echinacea pallida (pale purple coneflower)
Echinacea purpurea (purple coneflower)
Eryngium yuccifolium (rattlesnake master)
Helianthus occidentalis (western sunflower)
Lespedeza capitata (roundhead bush clover)
Liatris aspera (rough blazingstar)
Liatris pycnostachya (dense blazingstar)
Monarda fistulosa (bergamot)
Oenothera biennis (evening primrose)
Parthenium integrifolium (wild quinine)
Penstemon digitalis (smooth penstemon)
Penstemon grandiflorus (beardtongue)
A. alabida pinnata (yellow coneflower)
Audbeckia hirta (black eyed Susan)
Audbeckia subtoementosa (sweet black eyed Susan)
Silphium laciniatum (compass plant)
Silphium terebinthinaceum (prairie dock)
Solidago rigida (stiff goldenrod)
Tradescantia ohioensis (spiderwort)
Verbena stricta (hoary vervain)
Zizia aurea (heart-leaved golden alexanders)
Zizia aurea (golden alexanders)



WETLAND MITIGATION EXHIBIT

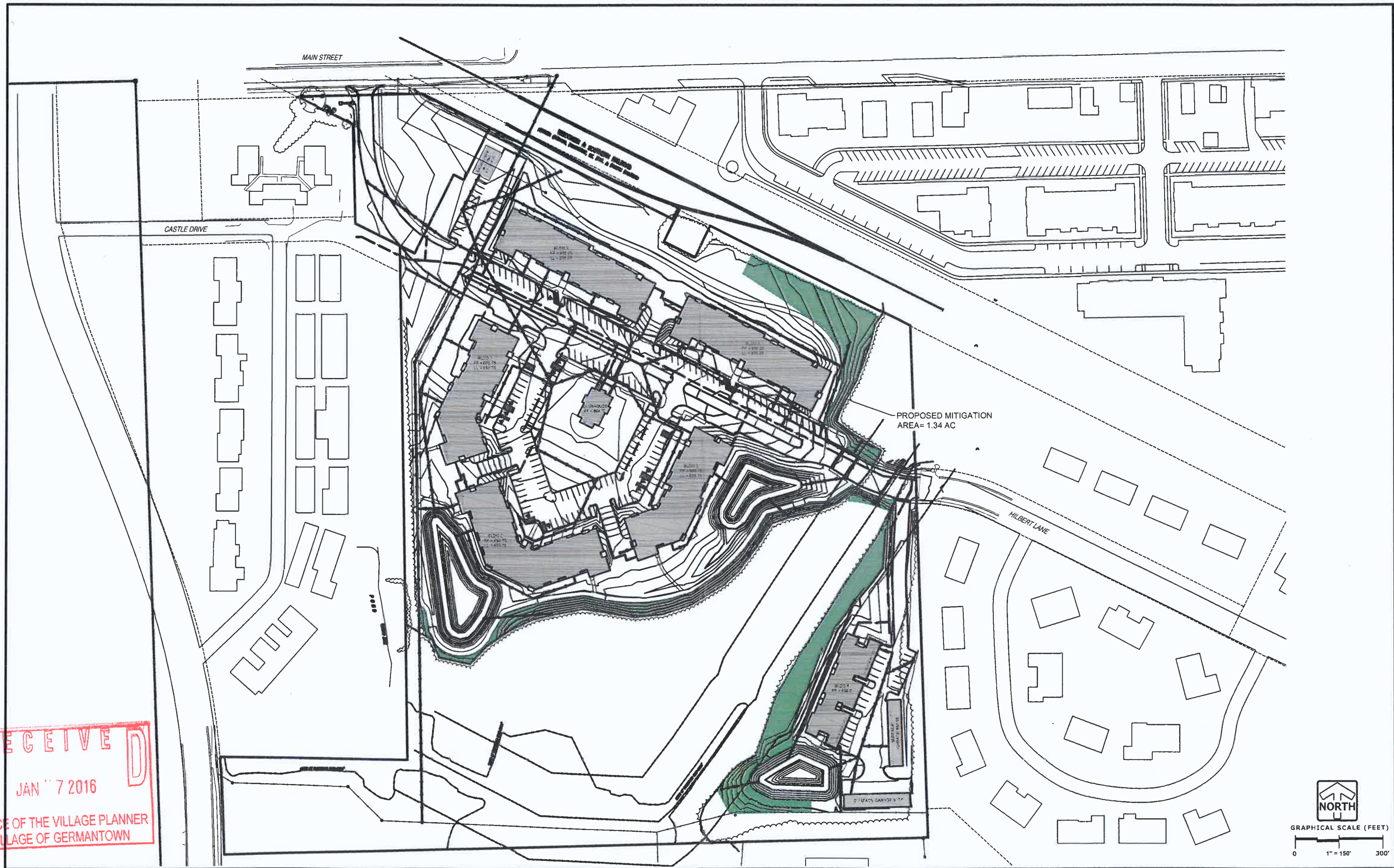
PINNACLE ENGINEERING GROUP

5850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005 | WWW.PINNACLE-ENGR.COM |

PLAN | DESIGN | DELIVER

PEG JOB# 162.00

01/07/2016



RECEIVED
JAN 7 2016
OFFICE OF THE VILLAGE PLANNER
VILLAGE OF GERMANTOWN

NORTH
GRAPHICAL SCALE (FEET)
0 1" = 150' 300'

WETLAND MITIGATION EXHIBIT

01/07/2016

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Plymouth Service Center
1155 Pilgrim Road
Plymouth, WI 53073

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



December 17, 2015

GP-SE-2015-67-04650,51,52,53,54

Heritage Place Joint Venture
Scott Bence
W178N9912 Rivercrest Dr. Suite 101
Germantown, WI 53022

Dear Mr. Bence:

The Department of Natural Resources has completed its review of your application for a wetland statewide general permit for residential/commercial/industrial development, for a culvert replacement and 3 stormwater ponds near an Unnamed Menomonee River Tributary, in the Village of Germantown, Washington County. You will be pleased to know your application is approved with a few limitations.

Please take this time to re-read the permit eligibility standards and conditions. The eligibility standards can be found on your application checklist (found at <http://dnr.wi.gov/topic/waterways/> - keyword: general permits). The permit conditions are attached to this letter which lists the conditions which must be followed.

A copy of this letter and the attached permit conditions must be posted for reference at the project site. Please read your permit conditions carefully so that you are fully aware of what is expected of you. You are responsible for meeting all general permit eligibility standards and permit conditions.

Please note you are required to submit photographs of the completed project within 7 days after you've finished construction. This helps both of us to document the completion of the project and compliance with the permit conditions.

Be sure to contact your local zoning office and U.S. Army Corps of Engineers for any local or federal permits that may be required for your project. It is our understanding that the project plans submitted to the DNR may have to be modified to comply with the Village approval processes. If the plans for the culvert, ponds, or wetlands are modified then new DNR permits may be needed. Approval of these permits does not convey any coverage for the stormwater NOI or for the contamination issues at this site. Nothing in this permit affects other DNR or local permits needed for this project.

If you have any questions about your permit, please call me at (920) 893-8531 or email Kathleen.Kramasz@wisconsin.gov.

Sincerely,

Kathi Kramasz
Water Management Specialist
cc: Nick Domer, Project Manager, (651) 290-5855, U.S. Army Corps of Engineers
Village of Germantown
Conservation Warden Bob Lee
Pete Wood, DNR Stormwater

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

**GENERAL PERMITS - Wetland Fill, Ponds, Culvert
GP-SE-2015-67-04650,51,52,53,54**

Scott Bence is hereby granted under Section s. 281.36, 30.19, and 30.123, Wis. Stats, Wisconsin Statutes, a wetland statewide general permit for residential/commercial/industrial development, for a culvert replacement and 3 stormwater ponds near an Unnamed Menomonee River Tributary, in the Village of Germantown, Washington County, also described as being in the NW1/4 of the SE1/4 of Section 22, Township 9 North, Range 20 East, subject to the following conditions:

PERMIT

1. You must notify Kathi Kramasz at phone (920) 893-8531 or email Kathleen.Kramasz@wisconsin.gov before starting construction and again not more than 5 days after the project is complete.
2. You must complete the project as described on or before 12/17/2018. If you will not complete the project by this date, there is no opportunity for an extension and you must apply for a new permit.
3. This permit does not authorize any work other than what you specifically describe in your application and plans, and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.
4. Before you start your project, you must first obtain any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers. You are responsible for contacting these local and federal authorities to determine if they require permits or approvals for your project. These local and federal authorities are responsible for determining if your project complies with their requirements.
5. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.
6. The Department may modify or revoke this permit for good cause, including if the project is not completed according to the terms of the permit or if the Department determines the activity is detrimental to the public interest.
7. You must post a copy of this permit at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.
8. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.
9. The permittee shall maintain the project in good condition and in compliance with the terms and conditions of the permit, WDNR-GP1-2012, Wis. Admin. Code and s. 30.206, Stats.
10. This project shall comply with all conditions identified in Wisconsin Administrative Code WDNR-GP1-2012, and identified in the Instructions for the General Permit application.

11. You must submit a series of photographs to the Department, within one week of completing work on the site. The photographs must be taken from different vantage points and depict all work authorized by this permit.
12. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 30.292, Wis. Stats., for any violations of Chapter 30, Wisconsin Statutes, or this permit.
13. Construction shall be accomplished in such a manner as to minimize erosion and siltation into surface waters. Erosion control measures (such as silt fence and straw bales) must meet or exceed the technical standards of ch. NR 151, Wis. Admin. Code. The technical standards are found at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.
14. All equipment used for the project, including but not limited to tracked vehicles, barges, boats, silt or turbidity curtain, hoses, sheet pile, and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use.

The following steps must be taken every time you move your equipment to avoid transporting invasive and exotic viruses and species. To the extent practicable, equipment and gear used on infested waters shall not be used on other non-infested waters.

1. **Inspect and remove** aquatic plants, animals, and mud from your equipment.
2. **Drain all water** from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, silt or turbidity curtain, hoses, sheet pile and pumps.
3. **Dispose** of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.
4. **Wash your equipment** with hot (>104° F) and/or high pressure water,

- OR -

Allow your equipment to **dry thoroughly for 5 days**.

15. **Certification.** Acceptance of general permit WDNR-GP1-2012 and efforts to begin work on the activities authorized by this general permit signifies that you have certified the project meets all eligibility standards outlined in Section 1 of this permit and that you have read, understood and have agreed to follow all terms and conditions of this general permit.
16. **Reliance on Applicant's Data.** The determination by this office that a confirmation of authorization is not contrary to wetland water quality standards will be based upon the information provided by the applicant and any other information required by the DNR.
17. **Project Plans.** This permit does not authorize any work other than what is specifically described in the notification package and plans submitted to the Department and you certified is in compliance with the terms and conditions of WDNR-GP1-2012
18. **Expiration.** This WDNR-GP1-2012 expires on October 9, 2017. The time limit for completing work authorized by the provisions of WDNR-GP1-2012 ends 5 years after the

date on which the discharge is considered to be authorized under WDNR-GP1-2012 or until the discharge is completed, whichever occurs first.

19. **Other Permit Requirements.** You are responsible for obtaining any other permit or approval that may be required for your project by local zoning ordinances, other local authority, other state permits and by the U.S. Army Corps of Engineers before starting your project.
20. **Authorization Distribution.** You must supply a copy of the permit coverage authorization to every contractor working on the project.
21. **Permit Compliance.** The department may modify or revoke coverage of this permit if the project is not constructed in compliance with the terms and conditions of this permit, or if the Department determines the project will be detrimental to wetland water quality standards. Any act of noncompliance with this permit constitutes a permit violation and is grounds for enforcement action. Additionally, if any applicable conditions of this permit are found to be invalid or unenforceable, authorization for all activities to which that condition applies is denied.
22. **Construction Timing.** Once wetland work commences, all wetland construction activities must be continuous until the permitted activity is completed and the site is stabilized.
23. **Construction.** No other portion of the wetland may be disturbed beyond the area designated in the submitted plans.
24. **Project Completion.** Within one week of completion of the regulated activity, you shall submit to the Department a statement certifying the project is in compliance with all the terms and conditions of this permit, and photographs of the activities authorized by this permit. This statement must reference the Department-issued docket number, and be submitted to the Department staff member that authorized coverage.
25. **Proper Maintenance.** You must maintain the activity authorized by WDNR-GP1-2012 in good condition and in conformance with the terms and conditions of this permit utilizing best management practices. Any structure or fill authorized shall be properly maintained to ensure no additional impacts to the remaining wetlands.
26. **Site Access.** Upon reasonable notice, you shall allow access to the site to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance with the terms and conditions of WDNR-GP1-2012 and applicable laws.
27. **Erosion and siltation controls.** The project site shall implement erosion and sediment control measures that adequately control or prevent erosion, and prevent damage to wetlands as outlined in NR 151.11(6m), Wis. Adm. Code.
28. **Equipment use.** The equipment used in the wetlands must be low ground weight equipment as specified by the manufacturer specifications.

29. **Invasive Species.** All project equipment shall be decontaminated for removal of invasive species prior to and after each use on the project site by utilizing other best management practices to avoid the spread of invasive species as outlined in NR 40, Wis. Adm. Code. For more information, refer to <http://dnr.wi.gov/topic/Invasives/bmp.html>.
30. **Federal and State Threatened and Endangered Species.** WDNR-GP1-2012 does not affect the DNR's responsibility to insure that all authorizations comply with Section 7 of the Federal Endangered Species Act, s. 29.604, Wis. Stats and applicable State Laws. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. No activity is authorized which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act and/or State law or which is likely to destroy or adversely modify the critical habitat of a species as identified under the Federal Endangered Species Act.
31. **Special Concern Species.** If the Wisconsin National Heritage Inventory lists a known special concern species to be present in the project area you will take reasonable action to prevent significant adverse impacts or to enhance the habitat for the species of concern.
32. **Historic Properties and Cultural Resources.** WDNR-GP1-2012 does not affect the DNR's responsibility to insure that all authorizations comply with Section 106 of the National Historic Preservation Act and s. 44.40, Wis. Stats. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places. If cultural, archaeological, or historical resources are unearthed during activities authorized by this permit, work must be stopped immediately and the State Historic Preservation Officer must be contacted for further instruction.
33. **Preventive Measures.** Measures must be adopted to prevent potential pollutants from entering a wetland or waterbody. Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a manner that would allow them to enter a wetland or waterbody as a result of spillage, natural runoff, or flooding. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Duty Officer at **1-800-943-0003**.
34. **Suitable fill material.** All fill authorized under this permit must consist of clean suitable soil material, as defined by s. NR 500.03(214), Wis. Admin. Code, free from hazardous substances as defined by s. 289.01(11), Wis. Stats., and free from solid waste as defined by s. 289.01(11) and (33), Wis. Stats.
35. **Standard for Coverage.** Wetland impacts from the project will cause only minimal adverse environmental impacts as determined by the Department.
36. **Transfers.** Coverage under this permit is transferable to any person upon prior written approval of the transfer by the Department.
37. **Limits of State Liability.** In authorizing work, the State Government does not assume any liability, including for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the State in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this WDNR-GP1-2012.

38. **Reevaluation of Decision.** The Department may suspend, modify or revoke authorization of any previously authorized activity and may take enforcement action if any of the following occur:

- a. The applicant fails to comply with the terms and conditions of WDNR-GP1-2012.
- b. The information provided by the applicant in support of the permit application proves to have been false, incomplete, or inaccurate.
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

FINDINGS OF FACT

1. Scott Bence has filed an application for a wetland statewide general permit for residential/commercial/industrial development, for a culvert replacement and 3 stormwater ponds near an Unnamed Menomonee River Tributary,, in the Village of Germantown, Washington County, also described as being in the NW1/4 of the SE1/4 of Section 22, Township 9 North, Range 20 East.
2. The project will consist of replacement of an existing crossing to extend Hilbert Lane, construction of 3 stormwater ponds, and temporary wetland impacts for sanitary sewer construction for the new Saxony Village development.
3. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.
4. The Unnamed Menomonee River Tributary is a navigable water.
5. The proposed project, if constructed in accordance with this permit will not adversely affect water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.
6. The Department of Natural Resources and the applicant have completed all procedural requirements and the project as permitted will comply with all applicable requirements of Sections 1.11, s. 281.36, Wis. Stats, 30.123, and 30.19, Wisconsin Statutes and Chapters NR 102, 103, 150, 299, 320, 343, and WDNR-GP1-2012, of the Wisconsin Administrative Code.

CONCLUSIONS OF LAW

1. The Department has authority under ch. 30, Wis. Stats., and ch. WDNR-GP1-2012, Wis. Adm. Code, to issue a permit for the construction and maintenance of this project.
2. The Department has complied with s. 1.11, Wis. Stats.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions shall be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

Dated at Plymouth Service Center, Wisconsin on 12/17/2015.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By _____
Kathi Kramasz
Water Management Specialist

PLANNED DEVELOPMENT DISTRICT (PDD) REZONING & CONDITIONAL USE PERMIT (CUP) APPLICATION

8/10/15 Plan Commission Meeting

Saxony Village / Heritage Place Joint Venture

Village Planner Report

Germantown, Wisconsin

Summary

Scott Bence, agent for JBJ Development and Heritage Place Joint Venture, MCB Investments LLC and Jacobus Energy/Land 15 LLC, property owners, has submitted a Planned Development District (PDD) rezoning and conditional use permit (CUP) applications for a proposed 190-unit multi-family community called Saxony Village on 23.76 acres located at approximately N116 W16200 Main Street.

Property Location: N116 W16200 Main Street (south of Main Street @ Park Avenue)

Applicant/Owners: Scott Bence, JBJ Development
Heritage Place Joint Venture LLC
MCB Investments LLC
Jacobus Energy LLC
W178 N9912 Rivercrest Drive, Germantown, WI

Current Zoning: Rm-2: Multi-family Residential & B-3: General Business

Proposed Zoning: Rm-2/PDD

Adjacent Land Uses		Zoning
North	Commercial	B-3
South	Multi-family Residential	Rm-2/PDD
East	Multi-family Residential	Rm-2/PDD
West	Multi-family Residential	Rm-2/Rm-3

Location Map



Background

The 23.76 acre area is comprised of three (3) separate parcels owned or under contract by entities associated with JBJ Development (see enclosed plat of survey and legal descriptions). Parcel I (21.56 acres) is located in an Rm-2: Multi-family Zoning District and Parcels II (1.33 acres) and Parcel III (.872 acres) are located in a B-3: General Business Zoning District.

As shown on the plat of survey and alternative site plans, the 23.76-acre area contains a large area of delineated wetland (7.9 acres) that bisects the property from north to south. Running through and within the wetland is an unnamed navigable stream and associated floodplain (1.6 acres) that meanders north to southwest through the property into the Lake Park ponds.

The entire 23.76 acres are designated on the Village's 2020 Land Use Plan map as "Village Mixed Use". The purpose of this designation is to encourage the preservation of historic and architecturally significant structures while accommodating re-development of the area into an entertainment district and higher-density pedestrian-oriented neighborhood. Specifically, larger, undeveloped parcels such as these are encouraged to develop with high-quality, higher-density residential uses that would further support the commercial uses along Main Street.

The Saxony Village project was originally presented to the Plan Commission as a discussion item on May 11, 2015, and subject of a Village Board Committee-of-the-Whole (COW) discussion on June 8, 2015. At the May 11 PC meeting, a number of Village residents and property owners expressed concern with the proposal; most indicating that they are not in favor of the development for a variety of reasons, including: school over-crowding, traffic impacts, # of units, rental apartments vs. condominiums. Plan Commission members expressed both support for and concern with the proposal, indicating that a number of issues, e.g. # of units, building height, traffic & roadway access, would need to be further addressed. (May 11 PC meeting minutes enclosed). At the June 8 Village Board COW meeting, consensus favored the plan with 2-story buildings and street connections to Main Street, Castle Drive and Hilbert Lane (June 8 COW meeting minutes enclosed).

Development Proposal/Applications

At this time, Scott Bence, agent for the property owners, has submitted rezoning and conditional use permit (CUP) applications for a proposed 190-unit multi-family community to be called Saxony Village on the 23.76 acres located south of Main Street.

Rezoning Application

As discussed in the rezoning application supporting information, there are actually two (2) rezoning options being proposed; each with a slightly different site plan and only one option requiring the creation of a planned development district. Under both options, the maximum number of dwelling units permitted in the Rm-2 Zoning District are proposed (not to exceed 8 DU's per 23.76 net acres). In this case, the 23.76 acre land area is the same in net acres because no further public land dedication is proposed or required (at

this time the 24-stall public parking lot is intended to be part of the overall development with the public's right to use the parking lot being granted by easement).

Option A (Site Plan A)

Option A involves rezoning the two smaller parcels from the B-3: General Business District to the Rm-2: Multi-family District (so all 3 parcels and all 23.76 acres are zoned Rm-2). While all three parcels would be required to be combined with a certified survey map (CSM), Option A does not involve the creation of a planned development district (PDD) given that the proposed development as presented in Site Plan A meets the base Rm-2 Zoning District regulations with the following features:

- Six 2-story buildings
- 190 total dwelling units
 - 1, 1+den, 2 & 3-bedroom units
 - 800-1,300 sqft/unit w/ private balconies
- 2,500sqft private clubhouse
- Pedestrian trail system within and around the open space
- 403 private parking stalls (>2 per DU w/ 190 stalls enclosed/underground)
- 24 public parking stalls (separate parking lot adjacent to Main Street)
- 16.65 acres (30%) of open space (7.9 acres of wetland/floodplain)
- On-site storm water basin (w/ potential expansion as regional basin)
- Vehicle access to Main Street & Hilbert Drive via private streets
- Pedestrian access to Main Street, Castle Drive, Hilbert Lane & Squire Drive via sidewalks and trails

Option B (Site Plan B)

Option B also involves rezoning the two smaller parcels from the B-3: General Business District to the Rm-2: Multi-family District AND creating a development-specific planned development district (PDD). Option B also requires that all three parcels be combined with a certified survey map (CSM). Option B requires a PDD in order to modify the maximum height allowance in the Rm-2 Zoning District because Option B proposes three (3) buildings with 3-stories (Building #3, #4 and #5 as shown in Site Plan B). Other than building height, Option B as presented in Site Plan B meets the other Rm-2 Zoning District regulations with the following features:

- Two 2-story buildings & three 3-story buildings
- 190 dwelling units
 - 1, 1+den, 2 & 3-bedroom units
 - 800-1,300 sqft/unit w/ private balconies
- 2,500sqft private clubhouse
- Pedestrian trail system within and around the open space
- Two 2-story buildings & three 3-story buildings
- 374 private parking stalls (<2 per DU w/ 190 stalls enclosed/underground)
- 24 public parking stalls (separate parking lot adjacent to Main Street)
- 18.15 acres (34%) of open space (7.9 acres of wetland/floodplain)
- Vehicle access to Main Street & Hilbert Drive via private streets

- Pedestrian access to Main Street, Castle Drive, Hilbert Lane & Squire Drive via sidewalks and trails

NOTE: Under either option, the requirement to combine the three parcels with a CSM would necessitate compliance with provisions of the Village's Subdivision Code; specifically, the requirement for a minimum 30' "planting strip" along the railroad right-of-way and the requirement to maintain a minimum driveway separation distance from the railroad right-of-way [see Section 18.07(2) of the Subdivision Code]. The Developer has indicated that they may seek a variance from these requirements as provided for in the Subdivision Code [see Section 18.02(5)]. Any such variance request would have to be considered at the time a CSM was presented for consideration and approval by the Village.

Conditional Use Permit (CUP) Application

Both Option A and Option B propose: (1) the extension of Hilbert Lane over an existing navigable stream requiring replacement of an existing substandard culvert and associated wetland fill; and (2) the disturbance of land area with grading for storm water basins and pedestrian trails within the 25' wetland and 75' navigable stream setbacks.

Pursuant to Section 24.04(3) (c)(1) of the Village's Shoreland-Wetland Zoning Code, the extension of Hilbert Lane across the navigable stream and through the wetlands adjacent to the existing culvert to be replaced can be permitted with a CUP as follows:

- (1) *The construction and maintenance of roads which are necessary for the continuity of the Village street system, the provision of essential utility and emergency services or to provide access to uses permitted under this subsection, provided that:*
 - a. *The road cannot, as a practical matter, be located outside the wetland;*
 - b. *The road is designed and constructed to minimize adverse impacts upon the natural functions of the wetland listed in section 24.07(3) of this chapter;*
 - c. *The road is designed and constructed with the minimum cross-sectional area practical to serve the intended use;*
 - d. *Road construction activities are carried out in the immediate area of the roadbed only;*
 - e. *Any wetland alteration must be necessary for the construction or maintenance of the road.*

As shown on the plat of survey and two Site Plan A exhibits attached to the CUP application supporting information, the delineated wetland area across the property narrows at a point just west of the existing Hilbert Lane terminus. An existing culvert located in this vicinity is proposed to be replaced with whatever minimum-sized culvert or bridge is required to traverse the stream with the proposed street extension (actual type, size and materials to be determined). As shown on site Plan A, it is expected that approximately 5,350 sqft (.12 acres) of wetland around the culvert will need to be filled. At this time, the Developer is working with the DNR and Army Corp. of Engineers (ACOE) to determine what permits or approvals would be required from those agencies

in order to extend Hilbert Lane as proposed. In the meantime, the Developer is seeking CUP approval from the Village as provided under the “street system continuity” provisions discussed above in our Shoreland-Wetland Zoning Code (Village CUP approval would be subject to DNR and ACOE permit approval).

In addition to the approximate 5,350 sqft wetland fill needed for the culvert replacement and street extension, additional development is proposed that will encroach into approximately 50,870 sqft (1.17 acres) of the 25' wetland setback area adjacent to the wetlands, and, another approximately 17,600 sqft (37,000 – 19,400 sqft or .4 acres) of disturbed area within the 75' navigable stream setback (a total amount of 1.57 acres of disturbed setback area).

Under the Village's Shoreland-Wetland Code, development may be permitted within the 25' wetland and 75' navigable stream setbacks provided that additional buffering and/or other compensation for the affected area is provided on the property. The ratio of compensation required is based on a 1:1 ratio for any “horizontal” development (grading with <3' of elevation change) or a 2:1 ratio for “vertical” development (any structural improvements or grading with >3' of elevation change).

As detailed in the applicant's Wetland Buffer Mitigation Narrative (document dated August 5, 2015), the total amount of area within the 25' wetland and 75' stream setbacks will be disturbed by the wetland fill and through site grading necessary for storm water basin and pedestrian trail construction as follows:

- “Horizontal” (1:1 ratio) = 1.57 ac = 1.57 ac of compensation required
- “Vertical” (2:1 ratio) = .12 ac = .24 ac of compensation required
- Total = = 1.81 ac of compensation required

The minimum amount of compensation required totals 1.81 acres. As presented in the Mitigation Plan, the applicant proposes to mitigate these impacts with native plantings in the fringe areas adjacent to the delineated wetlands across the property.

Staff Comments (*Rezoning Application*)

As presented above, the entire 23.76 acre area is designated on the Village's 2020 Land Use Plan map as “Village Mixed Use” where the larger, undeveloped parcels such as this are encouraged to develop with high-quality, higher-density residential uses that would further support the commercial uses along Main Street. Further, the adjacent land on all three sides south of Main Street are already zoned for and developed with Rm-2 and Rm-3 multi-family land uses. The proposed rezoning to Rm-2 or Rm-2/PDD is consistent with the 2020 LUP and neighborhood development.

With respect to Main Street and the re-development issues discussed over the last year, this type of multi-family residential development is what was originally envisioned when the Village Mixed Use District was first created. As has been the case, however, as we explore the issues associated with re-development and more closely examine the

existing developed conditions (e.g. traffic circulation and intersections, storm water management facilities, the type, amount and relative location of existing land uses, etc.), future development and re-development may create short-term negative impacts for those existing residents and property owners in the area as the transition of this area occurs over time. Therefore, one of the tasks charged to each new development proposal has to be to conduct whatever detailed impact studies or analyses may be necessary in order to ensure that development can be accommodated by existing (or planned improvements to) infrastructure, including streets, utilities and storm water management facilities. In this case, the most significant issue appears to be traffic and the potential traffic impacts on the surrounding street system. Typically, multi-family apartment development can generate 4 to 8 vehicle trips/day with as much as 10 percent of those trips occurring in the a.m. and p.m. peak-hours. Consequently, a development of 190 apartment units could generate as many as 1,520 vehicle trips/day with 150 trips in the morning (6:00 to 8:00am) and evening (4:00 to 6:00pm) peak-hours. As discussed at the May 11 consultation, potential traffic impacts on the adjacent neighborhoods and street system is a concern. Consequently, the Plan Commission should consider if a traffic impact study is warranted and, if so, require that a study be conducted either prior to approving the creation of a planned development district (which would effectively "lock in" the General Development Plan for 190 dwelling units), or, prior to or concurrent with submission of detailed site development and building plans.

Under either option, access to the development is proposed from both Main Street (primary entrance) and Hilbert Lane via private streets running through and circulating around the buildings and parking areas of the development. The internal streets would not be public streets (although there's been no mention of installing private "resident-only" entrance features) and is laid out in a manner that will discourage non-local "cut through" traffic. Hilbert Lane is a public street that currently terminates at the east property line. Castle Drive is currently a sub-standard private lane serving the Lake Park East condominiums to the west, although Castle Drive is located within a 40' public right-of-way reservation. While the Public Works Department has expressed a desire to NOT extend Castle Drive into the site for vehicle access due to the severe disrepair, the Village Board has expressed a desire that all three access alternatives be utilized. Conduct of a traffic study may shed light on which of the three access connections (if not all three) are critical to the development and dispersion of traffic to the adjacent street system.

Despite the PC's May 11 comments/concerns regarding 3-story buildings and the Village Board's stated preference for 2-story buildings at their June 8 COW meeting, the Developer is proposing a modified plan (Option B) that is different from the earlier alternative plans presented for Village consideration. Option B contains both 2-story and 3-story buildings with the thought that the 3-story buildings are clustered nearest to the railroad tracks and Main Street side of the development and further away from the existing residential development to the east and west. Because the Developer has not yet provided renderings, photo-simulations or detailed elevations of the proposed buildings, it's difficult to compare the 2-story vs. 3-story building options, and, visualize

each in the relative setting of the neighborhood. If the Plan Commission wants to give further consideration to Option B with 3-story buildings, they may want to require that the Developer provide renderings, detailed elevations or even a photo-simulation of the building alternatives in the context of the neighborhood.

The Village Engineer has provided comments and recommendations concerning the proposed development in a July 28 and April 24, 2015 memo (copies attached). These items will need to be addressed if/when the proposed development moves forward and as part of any detailed plans submitted to the Village. The most notable comments concern: (1) support for the proposed Hilbert Lane and Main Street driveway connections (and NOT for a Castle Drive vehicle connection); (2) the need to connect to/extend the existing water mains at the end of Castle Drive and Hilbert Lane in order to "loop" the system; (3) abandoning existing sanitary sewer to Main Street and connecting an existing sanitary sewer main from the south through the Saxony Village property to Main Street; and (4) ongoing interest in the possibility of creating a regional storm water basin in the southeast corner of the property to serve potential Main Street re-development (Option B only).

The Fire Department has provided the following preliminary comments that will need to be addressed and/or reflected in detailed site development and building plans as the project moves forward:

1. Additional water supply with fire hydrants connecting to village water utility will be required with the locations spaced at intervals of 300 feet along all fire access roads and approved by the Village Water Utility and Fire Department.
2. All fire access roads shall be at least 20 feet wide with no parking allowed on either side;
3. The roundabout proposed in the private roadway connecting Hilbert Lane and Main Street should be designed to accommodate emergency vehicles with restrictions on the height of any trees planted in the island;
4. A right-turn lane should be added on Main Street (east to south movement) or removal of the proposed median to allow ladder truck access;
5. All buildings will require fire sprinklers, standpipes and fire alarm systems requiring state DSPS approvals. The location of all fire department connections and alarm panels will need to be approved by the GFD as part of the site plan application.

As discussed previously, there continue to be development issues and/or restrictions that may affect this property due to the existing "brownfield" parcels located near the project entrance at Main Street. The developer will need to discuss those issues and possible solutions with the Village as the project moves forward.

Also, Site Plan/Option B provides only 374 parking stalls (vs. the minimum 2 stalls per unit or 380 required parking stalls). Additional stalls will need to be provided (or request that the minimum requirement be modified under the PDD being created for this option).

Issues that the Plan Commission will need to discuss prior to rendering a recommendation include (but not limited to):

- Requiring street extensions to Hilbert Lane, Castle Drive or both;
- Requirement for and timing of a Traffic Impact Study;
- Requirement for detailed renderings and/or photo-simulations of the 2-story (Option A) and 3-story (Option B) buildings.

Staff Comments (*Conditional Use Permit Application*)

The Developer has indicated that:

1. *The road cannot, as a practical matter, be located outside the wetland;*
2. *The road is designed and constructed to minimize adverse impacts upon the natural functions of the wetland;*
3. *The road will be designed and constructed with the minimum cross-sectional area practical to serve the intended use;*
4. *Road construction activities are carried out in the immediate area of the roadbed only;*
5. *The wetland alteration is necessary for the construction/extension of the road and installation of electric, telephone, water, gas, and sewage collection facilities serving the development.*

With regard to the CUP for development within the 25' wetland and 75' stream setbacks, staff supports the proposed mitigation plan. However, because the amount of impact on the wetland and associated setbacks is estimated based on conceptual plans at this point in time, its reasonable to assume that the amount and location of development affecting these setback areas could be further minimized as detailed site development and grading plans are developed.

Therefore, as part of the site development plan process, the Developer should be required to: (1) make every attempt to further limit development within the 25' wetland and 75' stream setback areas; (2) update the calculation and presentation of the impacted wetland and setback areas on the final site plan option (only Site Plan A is presented in the CUP application); and (3) update the Mitigation Plan prior to final consideration of the CUP application by the Village Board. Any CUP approval should be contingent upon the Developer obtaining any/all permits or approval required by the WI DNR and ACOE.

Village Planner Recommendation:**Rezoning Application**

APPROVE the proposed rezoning of Parcel II (1.33 acres) and Parcel III (.872 acres) from the B-3: General Business Zoning District to the Rm-2: Multi-family residential Zoning District subject to the following;

1. All requirements and conditions of approval recommended by the Public Works Department/Village Engineer (see July 28 and April 24, 2015 review memos) and Fire Department (see July 30, 2015 review email) shall be addressed as part of the detailed site development and building plan process.
2. A traffic impact study shall be prepared and submitted for review and approval by the Village prior to or concurrent with submission of detailed site development and building plans. At a minimum, said traffic study shall assess the impact of, need for and minimum on-site and off-site street improvements necessary to provide safe and efficient vehicle and emergency vehicle access via internal street connections to Castle Drive, Hilbert Lane and/or Main Street.

APPROVE creating a Rm-2 Planned Development District (PDD) for the entire 23.76-acre Saxony Village development area subject to the following:

1. The Rm-2 Zoning District regulations shall constitute the basic conditions, restrictions, limitations and requirements for the Saxony Village PDD except that the specific list of allowances requested by the applicant as cited herein (i.e. 3-story building height for Buildings #3, #4, and #5 only) shall be included in the conditions & restrictions resolution submitted to the Village Board for consideration and approval.
2. All requirements and conditions of approval recommended by the Public Works Department/Village Engineer (see July 28 and April 24, 2015 review memos) and Fire Department (see July 30, 2015 review email) shall be addressed as part of the detailed site development and building plan process and/or included in the Saxony Village PDD conditions & restrictions resolution as may be necessary.
3. Subject to further revision required by the Plan Commission and/or Village Board, Site Plan B dated August 4, 2015 shall constitute the General Development Plan required under Section 17.27 of the Zoning Code. In the event that, further revisions to the General Development Plan are required by the Village Board prior to adoption of the PDD rezoning ordinance and PDD conditions & restrictions resolution, a revised General Development Plan shall be prepared and submitted to Village staff for review and approval prior to execution of the ordinance and/or resolution.
4. A traffic impact study shall be prepared and submitted for review and approval by the Village prior to or concurrent with submission of detailed site development and building plans. At a minimum, said traffic study shall assess the impact of, need for and minimum on-site and off-site street improvements necessary to provide safe and efficient vehicle and emergency vehicle access via internal street connections to Castle Drive, Hilbert Lane and/or Main Street.

VILLAGE PLANNER RECOMMENDATION:
Shoreland-Wetland Setback CUP

APPROVE a Conditional Use Permit to allow the proposed wetland fill and development within the 25' wetland and 75' navigable stream setback areas as presented in the application exhibits and Mitigation Plan (dated August 5, 2015) pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code and subject to the following conditions:

1. As part of the site development and building plan review process, the Developer shall: (1) make every attempt to further limit development within the 25' wetland and 75' stream setback areas; (2) update the calculations and presentation of the impacted wetland, wetland setback and stream setback areas on the final site plan (only Site Plan A is presented in the CUP application); and (3) update the Mitigation Plan prior to final consideration of the CUP application by the Village Board.
2. CUP approval shall be contingent upon the Developer obtaining any/all permits or approval required by the WI DNR and ACOE. In the event that DNR and/or ACOE permits/approvals are not issued, Village CUP approval shall become null and void.
3. The applicant shall prepare and submit an annual monitoring report to Village staff concerning the various management activities proposed in the mitigation plan, including the installation of native grasses and plantings within disturbed setback areas. Said report shall, at a minimum, detail the type and amount of plantings and all activities carried out in the previous year, the observed success of previous activities, recommendations for new or different activities needed to ensure success of the mitigation measures and management activities carried out, and the planned activities for the coming year. Said report shall be submitted annually at the end of each year beginning with the calendar year following the year during which construction activities have commenced, and, continuing annually thereafter for three (3) years.

PLAN COMMISSION MINUTES

August 10, 2015

CALL TO ORDER: Chairman Wolter called the meeting to order at 6:38 p.m.

ROLL CALL: Chairman Dean Wolter, Trustee Representative David Baum, Commissioners Mary Ellen Gray, Bill Shadid, Peter Nilles and Tony Laszewski were present. Commissioner Tim Yokes was absent and excused. Village Planner Jeff Retzlaff and Planning Assistant Lori Johnson were also present.

PUBLIC INPUT: The following residents spoke:

- Dick Kent, N114 W15920 Hilbert Lane, commented on the sequence of the agenda and asked that it be adjusted to define the parameters.
- Paul Mraz, N132 W14879 Rockfield Road, asked for clarification on the Saxony Village rezoning proposal and said he did not support the development.
- Jenine Eilers, W163 N11504 Windsor Court, said she was opposed to the Saxony Village proposal and feels it will not attract higher end renters because of the close proximity to the train tracks and land contamination issues. She wants the area to remain vacant.
- Art Zabel, N97 W15737 Burr Oak Road, explained that he interprets Rm-2 zoning to not allow the use of wetland, flood way or flood fringe to be used as part of the total coverage for lot area. He said he believes it is defined in the code and feels it's wrong to include that land as total buildable area under the Planned Development District zoning.
- Nicky Broetzmann, W163 N11502 Windsor Court, spoke against the Saxony Village proposal.

PREVIOUS MINUTES: *MOTION Baum second Shadid to Approve the minutes from 7-13-15.*

MOTION carried unanimously.

Enterprise Rent A Car – W190 N10953 Kleinmann Drive. The applicant is seeking approval of a monument sign for the existing rental car facility. Planner Retzlaff summarized the proposal.

MOTION Shadid second Baum to Approve the proposed monument sign for the Enterprise Rent-A-Car facility located at W190 N10953 Kleinmann Drive subject to the following conditions:

- 1. Electrical permits shall be obtained from Inspection Services prior to installation;***
- 2. All electronic components shall be inspected and labeled by a licensed lab;***
- 3. The nearest point of the monument sign (not just the base) shall meet a minimum setback of five (5) feet from all property lines.***
- 4. A revised landscaping plan meeting the minimum requirements of the Village sign regulations shall be prepared and submitted to the Village Planner for final approval prior to issuing any building/electrical permit. Said plan shall show the proposed location of the plantings, limits of the sign and nearest property line. Said plan shall include a table/list of the type, quantity and size at the time of planting. The minimum planting size should be 24" or 5 gal. for the evergreen shrubs and min. 2 gal. for the perennials.***

MOTION carried unanimously.

Bielinski Homes Inc. – Wasaukee Road North of Prairie Glen Subdivision – Request for approval of a Revised preliminary subdivision plat and final plat for Prairie Glen II, a 15-acre, 16-lot residential development located adjacent to and north of the Prairie Glen Subdivision on Wasaukee Road. Planner Retzlaff summarized the proposal.

Discussion followed regarding the stub water main extension. Planner Retzlaff said the Water Utility Superintendant forewarned that water quality may not be the best if a loop system is not used. The current residents at the end of Sawgrass Lane have the stub connection now, but it is unknown whether or not there is a legitimate water quality issue there today.

MOTION Baum second Laszewski to Approve the preliminary subdivision plat, final subdivision plant, construction plans and landscaping/street plan for the 15-acre, 16-lot Prairie Glen II residential subdivision on Wasaukee Road subject to the following conditions:

- 1. Developer shall enter into a Development Agreement with the Village pursuant to the Prairie Glen North PDD Conditions & Restrictions resolution (Res. No. 04-14) and Section 18 of the Village Code (Subdivision and Platting) regarding the requirements and other provisions set forth in Res. No. 04-14, as well as, the preparation of detailed plans for the installation of public utilities and improvements including, but not limited to public street and intersection improvements, sanitary sewer, storm sewer & storm water management facilities, water main, master grading and erosion control, berming, sidewalks & trails, landscaping & street trees, open space, lighting and signage.***
- 2. The construction plan set dated June 8, 2015 (revision date) is approved subject to all of the technical corrections and other items set forth in the Village Engineer's July 13 and July 14, 2015 review comments that shall be addressed in a final Development Agreement.***
- 3. The landscape plan set dated July 15, 2015 (revision date) is approved with the timing of installation of the street trees and open space landscaping to be determined as set forth in the Development Agreement.***
- 4. All easements shown on the preliminary and final plats must be specified as either "public" or "private".***

MOTION carried unanimously.

MOTION Baum second Shadid to go to Item D next on the Agenda.

MOTION carried unanimously.

Community Development Department – Discussion of Planned Development District (PDD) density provisions and the definition of net and gross density and lot size. Planner Retzlaff said the Village Board has directed the Plan Commission to discuss concerns regarding language pertaining to residential density provisions in the base zoning district regulations. He said there is a lack of a clear definition and methodology for calculating residential net acre or net density terms which are used commonly and interchangeably when talking about density provisions. After discussion, the Plan Commission should come up with a clear definition of net acre and other related terms so it's clear how the calculation of residential density and net acres are to be done within the context of the zoning code. He explained how each zoning district has a list of bulk regulations and allowed uses. Each district also has a narrative statement that indicates the general intent and lists the type of development and

density that is allowed. The statement, use list and bulk regulations in each district effectively determine the type of development allowed. He said the basic equations for calculating residential density and the number of dwelling units allowed is simplistic. The key component is land area. But how to define land area and what features are allowed to be used in that calculation need to be discussed. Features such as public rights of way, dedications, wetlands, floodplains and environmental corridors are features that may or may not be included in the total land area used for calculating density. He stated that his interpretation of the term net acre is gross area less any public dedicated lands. Plan Commission should discuss and come up with a clear definition of the terms. A lengthy discussion followed.

Trustee Zabel read from the Rs-1 and Rs-2 zoning code stating at the bottom of lot and building requirements "When lands in the Shoreland wetland, floodway or flood fringe district lie adjacent to lands in the Rs-1 District and under the same ownership, up to 60% of the land may be used to meet lot area requirements". In Rm-2 and the other codes it's silent. He said the code is all inclusive and if it states you're allowed to do it and if it doesn't state it you're not allowed to do it. Trustee Baum asked Trustee Zabel that his position is because there is an absence of this type of statement in any other zoning district, it is not allowed. Trustee Zabel agreed saying the code is written to be all inclusive and if it's not written it should not be all inclusive. Trustee Zabel stated that a previous attorney has confirmed his interpretation. Trustee Zabel said his interpretation is different from how the Village Planner interprets the code.

Planner Retzlaff said the attorney has told him that his interpretation, given the language or lack there of, is a reasonable interpretation of the code. He said the Board of Zoning Appeals is the formal process for appealing his interpretation. He said if the Village Board and Plan Commission feel his interpretation is incorrect, he doesn't have a problem with that. But technically, it is the Board of Zoning Appeals that is responsible for determining the correct interpretation.

Commissioner Laszewski said it comes to a definition of net. Planner Retzlaff said the Commission should come up with a clear definition for the future and decide if certain features should be excluded. He said personal and professional opinions vary and questioned if some development potential should be excluded because of wetland and easements and how development in a floodplain should be restricted. He said someone may file to go to Board of Zoning Appeals to decide if his interpretation is correct or Plan Commission can make a recommendation to the Board of Zoning Appeals to appeal his interpretation. He said Plan Commission's decision tonight has no effect on the Saxony Village proposal because the development applications were submitted before the code could change.

Commissioner Gray said she needs a better understanding of net and gross and more discussion about the pros and cons of including or excluding certain qualities before making a decision. Commissioner Laszewski agreed saying there are too many variables. Trustee Zabel said he feels the density allowance for a Planned Development District should go with the underlying zoning district. Trustee Baum said this is contrary to his experience because a Planned Development District establishes its own rules and involves negotiations for additional amenities. He said he would use the amenities in exchange for a development to have a higher density. Trustee Zabel disagreed. Discussion continued. Chairman Wolter said he would like to see a definition of what net and gross are. Trustee Baum said each zoning district

could have something different and there is a lot more discussion needed to clearly define net and gross.

MOTION Baum second Shadid to Table this item until Planner Retzlaff brings forward a clear definition of what other communities around us are using for net and gross density.

MOTION carried unanimously.

JB Development for Heritage Place Joint Venture, MCB Investments LLC and Jacobus Energy/Land 15 LLC -23.7 acres on Main Street (approximately N116 W16200) east of Lake Park East Condominiums and west of Oakwood Village Condominiums. The property owners have submitted a Planned Development District (PDD) Rezoning application (B-3 to Rm-2) for a 190-unit multi-family residential development called Saxony Village on 23.76 acres and a Conditional Use Permit application for a wetland fill (wetland & navigable stream crossing). Planner Retzlaff summarized the proposal.

MOTION Baum second Laszewski to Approve the proposed rezoning of Parcel II (1.33 acres) and Parcel III (.872 acres) from the B-3: General Business Zoning District to the Rm-2: Multi-family residential Zoning District subject to the following:

- 1. All requirements and conditions of approval recommended by the Public Works Department/Village Engineer (see July 28 and April 24, 2015 review memos) and Fire Department (see July 30, 2015 review email) shall be addressed as part of the detailed site development and building plan process.***
- 2. A traffic impact study shall be prepared and submitted for review and approval by the Village prior to or concurrent with submission of detailed site development and building plans. At a minimum, said traffic study shall assess the impact of, need for and minimum on-site and off-site street improvements necessary to provide safe and efficient vehicle and emergency vehicle access via internal street connections to Castle Drive, Hilbert Lane and/or Main Street.***

Planner Retzlaff explained a concept plan is required as part of the rezoning application so there is a better understanding of what the development could be like. If a Planned Development District is created, that particular site plan comes with an adopted general development plan that locks in the future development.

MOTION carried unanimously.

Trustee Baum questioned how the density was calculated.

MOTION Baum second Gray to Approve the Conditional Use Permit to allow the proposed wetland fill and development within the 25' wetland and 75' navigable stream setback areas as presented in the application exhibits and Mitigation Plan (dated August 5, 2015) pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code and subject to the following conditions:

- 1. As part of the site development and building plan review process, the Developer shall: (1) make every attempt to further limit development within the 25' wetland and 75' stream setback areas; (2) update the calculations and presentation of the***

- impacted wetland, wetland setback and stream setback areas on the final site plan (only Site Plan A is presented in the CUP application); and (3) update the Mitigation Plan prior to final consideration of the CUP application by the Village Board.***
- 2. CUP approval shall be contingent upon the Developer obtaining any/all permits or approval required by the WI DNR and ACOE. In the event that DNR and/or ACOE permits/approvals are not issued, Village CUP approval shall become null and void.***
 - 3. The applicant shall prepare and submit an annual monitoring report to Village staff concerning the various management activities proposed in the mitigation plan, including the installation of native grasses and plantings within disturbed setback areas. Said report shall, at a minimum, detail the type and amount of plantings and all activities carried out in the previous year, the observed success of previous activities, recommendations for new or different activities needed to ensure success of the mitigation measures and management activities carried out, and the planned activities for the coming year. Said report shall be submitted annually at the end of each year beginning with the calendar year following the year during which construction activities have commenced, and, continuing annually thereafter for three (3) years.***

Trustee Baum said something will be developed here and the access is needed. Planner Retzlaff clarified that option A goes with the straight B-3 to Rm-2 zoning and no PDD. The development of a PDD provides the ability to go to 3 story buildings without development in the southeast corner and removal of the Stormwater basin. Chairman Wolter said the CUP approves the process of building in the wetland for road access. He said the zoning change as proposed, B-3 to Rm-2 multi-family zoning district approves plan A which is 6 buildings at 2 stories and development of a Stormwater basin. He said locating a Stormwater basin in this plan would eliminate the need for a creating one when Main Street properties are developed further in the future.

MOTION carried unanimously.

Planner Retzlaff discussed the PDD option that would allow a 3 story building option. He said the developer has not presented any potential elevations or architecture that might weigh in on the Plan Commission's decision regarding 2 versus 3 story buildings. He stated that under the Rm-2 zoning district the maximum height allowance is 45 feet and the number of stories allowed is 2. If 3 stories were allowed, the building height maximum would still be 45 feet tall. He asked Commissioners if they want to consider 2 versus 3 stories in terms of appearance and architecture, before they completely vote on it one way or the other.

Trustee Baum said he couldn't support the PDD because he doesn't know the character of the development or the amenities. Gene Guskowski, AG Architecture, said the development team is looking for some direction to proceed before significant money is spent exploring different solutions. He said both a flat and pitched roof have been explored to stay within the 45 foot limit depending on the construction design. Commissioner Gray said she has seen 3 story buildings in Menomonee Falls, Waukesha and Brookfield would support them. Commissioner Laszewski felt this location is a good spot to put 3 story buildings. Jenine Eihlers said she didn't want to see that this development out of her window and wants the green space. Chairman Wolter said businesses are growing here and need the additional housing to attract a better educated workforce that doesn't want to buy. The future development would also create

foot traffic that will help to support the downtown area. He said Mr. Bence has a right to develop the property as an owner and the residents may voice their concerns at a public hearing. Discussion continued.

Trustee Baum said he doesn't have enough information on amenities, height, and character of the buildings and doesn't like the layout of the development. He wants more of a downtown, walking community feel like Oakland Avenue in Shorewood. Scott Bence asked for either a recommendation of the PDD with conditions the Plan Commission feels are appropriate and if

he if decides to work with those conditions, he will bring the plan back or, he will just move forward with the 2 story buildings proposal. He said is asking for an extra half story to allow for three story buildings. He is more than happy to work with the Village to commit the area for a regional basin and provide a public parking lot and trail system.

MOTION Gray second Shadid to Approve creating a Rm-2 Planned Development District (PDD) for the entire 23.76-acre Saxony Village development area subject to the following:

- 1. The Rm-2 Zoning District regulations shall constitute the basic conditions, restrictions, limitations and requirements for the Saxony Village PDD except that the specific list of allowances requested by the applicant as cited herein (i.e. 3-story building height for Buildings #3, #4, and #5 only) shall be included in the conditions & restrictions resolution submitted to the Village Board for consideration and approval.***
- 2. All requirements and conditions of approval recommended by the Public Works Department/Village Engineer (see July 28 and April 24, 2015 review memos) and Fire Department (see July 30, 2015 review email) shall be addressed as part of the detailed site development and building plan process and/or included in the Saxony Village PDD conditions & restrictions resolution as may be necessary.***
- 3. Subject to further revision required by the Plan Commission and/or Village Board, Site Plan B dated August 4, 2015 shall constitute the General Development Plan required under Section 17.27 of the Zoning Code. In the event that, further revisions to the General Development Plan are required by the Village Board prior to adoption of the PDD rezoning ordinance and PDD conditions & restrictions resolution, a revised General Development Plan shall be prepared and submitted to Village staff for review and approval prior to execution of the ordinance and/or resolution.***
- 4. A traffic impact study shall be prepared and submitted for review and approval by the Village prior to or concurrent with submission of detailed site development and building plans. At a minimum, said traffic study shall assess the impact of, need for and minimum on-site and off-site street improvements necessary to provide safe and efficient vehicle and emergency vehicle access via internal street connections to Castle Drive, Hilbert Lane and/or Main Street.***

Trustee Zabel said the proposed development with have a private street that goes to a public street and there will be nightmares in the future when people decide to cut through from one street to another. He said the Village cannot designate speed or parking restrictions with a private street and asked if it would be better if the street becomes a public street for safety and other concerns that may occur in the future. Planner Retzlaff said he has not received any comments from Public Works regarding the creation of the private versus a public street. Chairman Wolter said a public street would mean more streets to fix and plow. Discussion continued.

Chairman Wolter said he agrees with more of a Main Street feel and likes 5 buildings versus 6 because it builds a buffer towards Hilbert lane. It also gives the possibility of the amenity for storm water retention for the Village which is needed in the next 5 to 10 years for future development.

Motion to Amend Baum to have item #4 from Brionne Bischke's July 28th letter be included as a requirement at the developers cost. Motion retracted.

MOTION carried 5-1 (Baum)

Community Development Department – Floodplain Zoning Code Amendment – Revised Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRM's) for consideration and adoption for purposes of maintaining the Village's eligibility in the Federal National Flood Insurance Program (NFIP). Planner Retzlaff explained the Village is required to adopt the revised FIS and FIRM's as a part of an ongoing effort to maintain up-to-date information. The revised FIRM's include land around Lake Amy Belle and Bark Lake, both located in the Village of Richfield, but appear in the same FIRM's that cover the Village of Germantown.

MOTION Baum second Shadid to Approve the proposed Floodplain Zoning Code amendment as drafted which includes by reference the revised Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRM's) having an effective date of October 16, 2015.

MOTION carried unanimously.

ANNOUNCEMENTS: None

ADJOURNMENT: There being no further business, the meeting was adjourned at 9:58 p.m.

Respectfully submitted,

Lori Johnson
Planning Assistant

CUP # xx – 16

Document No.

CONDITIONAL USE PERMIT

Document Title

VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN
 CONDITIONAL USE ZONING PERMIT

Whereas the Applicant:

Heritage Place Joint Venture, Property Owner

agrees to comply with applicable Codes and Ordinances of the Village of Germantown, Wisconsin, and further agrees that all work done pursuant to the permission granted herewith will conform with the applications and drawings filed with and approvals granted by officials of the Village for the purpose of obtaining this permit.

Now, therefore, this permit is issued to the Applicant to permit wetland alterations and development within a 25' wetland and 75' navigable water setback area as presented in the Wetland Buffer Mitigation Plan dated January 7, 2016, and exhibits contained in the application pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code.

Name & Return Address:

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

Parcel Identification No:

GTNV 224-992

On the following described property located in the Village of Germantown, Washington County, Wisconsin:

Tax Key No. 224-992

Outlot Three (3) in Assessor's Plat of the Village of Germantown, Northwest 1/4 of the Southeast 1/4 of Section 22, Town 9 North of Range 20 East, Washington County, Wisconsin, described as follows:

Commencing at the center of said Section 22; thence South 88°33'42" West along the North line of the Southwest 1/4 of said Section, 135.00 feet to a point; thence South 01°58'28" East along the East line of Squire Drive, 240.00 feet to the point of beginning of the land to be described; thence North 88°33'14" East, 135.00 feet to a point on the North-South 1/4 line of said Section; thence North 88°37'44" East, 371.13 feet to a point, said point being the Southeast corner of Certified Survey Map No. 2386; thence South 01°24'56" East, 12.49 feet to a point; thence South 63°30'56" East, 213.52 feet to a point; thence North 26°29'04" East, 150.00 feet to a point; thence South 63°30'56" East 274.54 feet to a point; thence North 26°29'04" East, 60.00 feet to a point; thence South 63°30'56" East, 60.00 feet to a point; thence North 26°29'04" East, 60.00 feet to a point in the Southwesterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence South 63°30'56" East along said right of way line, 383.50 feet to a point; thence South 01°56'58" East, 878.04 feet to the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence South 88°35'23" West, 1208.33 feet to a point on the East line of Squire Drive, said point being 110.00 feet North 88°35'23" East of the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence North 01°58'28" West, 113.97 feet to a point; thence Northwesterly, 384.07 feet along the arc of a curve whose center lies to the West whose radius is 1186.28 and whose chord bears North 11°14'58" West, 382.39 feet to a point; thence North 20°31'28" West, 458.55 feet to a point; thence North 14°49'57" West, 168.40 feet to the point of beginning.

Excepting therefrom the following described land:

Commencing at the Northwest corner of said Southeast 1/4 Section; thence South 01°58'28" East along the West line of said Southeast 1/4 Section, 240.00 feet to the point of beginning of the land to be described; thence North 88°37'44" East along the South line of Certified Survey Map No. 2386 and parallel with the North line of said 1/4 Section, 371.13 feet to a point; thence South 01°24'56" East, 12.49 feet to a point; thence South 63°30'56" East, 85.00 feet to a point; thence South 00°54'18" East, 880.31 feet to a point; thence North 89°09'27" West 320.90 feet to a point in the East line of Squire Drive; thence Northerly along said East line, 330.28 feet on the arc of a curve whose center lies to the Southwest whose radius is 1186.28 and whose chord bears North 12°31'24" West, 329.22 feet to a point; thence North 20°31'28" West along said East line, 458.55 feet to a point; thence North 14°49'57" West along said East line and parallel with the North line of said Southwest 1/4 Section, 135.00 feet to the point of beginning. Note: The above excepted parcel is also known as Buildings 24, 26, 27, 28, 29 and 31 in Lake Park Extension, a recorded condominium; and Parcel 1 of Certified Survey Map No. 3501, recorded in the Washington County Registry on January 25, 1990 in Volume 21 of Certified Surveys on pages 168-172, as Document No. 554789.

TOGETHER WITH:

That part of Outlot Five in Assessors Plat of the Village of Germantown, Northwest 1/4 of the Southeast 1/4 of Section 22, Town 9 North, Range 20 East, Washington County, Wisconsin, described as follows:

Commencing at the center of said Section 22, said point being South 88°37'57" West 2638.00 feet from the Northeast corner of said 1/4 Section; thence North 88°37'57" East along said North line 216.98 feet to a point; thence South 63°30'53" East along the Southwesterly line of said Outlot 5 a distance 389.49 feet to the point of beginning of lands hereinafter described; thence North 26°29'07" East 100.15 feet to a point on the Southwesterly line of lands described in Document No. 465242; thence South 63°30'53" East along said Southwesterly line 351.38 feet to a point; thence North 26°29'07" East along said Southwesterly line 20.00 feet to a point on the Southwesterly line of the Wisconsin & Southern Railroad lands; thence South 63°30'53" East along said Southwesterly line 3.62 feet to a point on the Southeasterly line of said Outlot 5; thence South 26°29'07" West along said Southeasterly line 120.15 feet to a point on the Southwesterly line of said Outlot 5; thence North 63°30'53" West along said Southwesterly line 355.00 feet to the point of beginning.

ALSO TOGETHER WITH:

That part of Outlot Three and Outlot Four in Assessor's Plat of the Village of Germantown, Northwest 1/4 of the Southeast 1/4 of Section 22, Town 9 North, Range 20 East, Washington County, Wisconsin, bounded and described as follows:

Commencing at the center of said Section 22, said point being South 88°37'57" West 2638.00 feet from the Northeast corner of said 1/4 Section; thence North 88°37'57" East along said North line 216.98 feet to a point; thence South 63°30'53" East along the Southwesterly line of Outlot 5 in said Assessors Plat 370.02 feet to the point of beginning of lands hereinafter described; thence continuing South 63°30'53" East along said Southwesterly line 100.00 feet to a point; thence South 26°29'07" West 150.00 feet to a point; thence North 63°30'53" West 100.00 feet to a point; thence North 26°29'07" East 150.00 feet to the point of beginning.

Pursuant to the following condition(s):

1. As part of the site development and building plan review process, the Developer shall: (1) make every attempt to further limit development within the 25' wetland and 75' stream setback areas; (2) update the calculations and presentation of the impacted wetland, wetland setback and stream setback areas on the final site plan (only Site Plan A is presented in the CUP application); and (3) update the Mitigation Plan prior to final consideration of the CUP application by the Village Board.
2. CUP approval shall be contingent upon the Developer obtaining any/all permits or approval required by the WI DNR and ACOE. In the event that DNR and/or ACOE permits/approvals are not issued, Village CUP approval shall become null and void.
3. The applicant shall prepare and submit an annual monitoring report to Village staff concerning the various management activities proposed in the mitigation plan, including the installation of native grasses and plantings within disturbed setback areas. Said report shall, at a minimum, detail the type and amount of plantings and all activities carried out in the previous year, the observed success of previous activities, recommendations for new or different activities needed to ensure success of the mitigation measures and management activities carried out, and the planned activities for the coming year. Said report shall be submitted annually at the end of each year beginning with the calendar year following the year during which construction activities have commenced, and, continuing annually thereafter for three (3) years.
4. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the permitted conditional use which causes special problems or harmful effects otherwise associated with the use to be no longer ameliorated or eliminated, or where conditions imposed were anticipated to ameliorate or eliminate harmful effects associated with the use but are insufficient to do so, or for similar cause based upon consideration for the public comfort, safety, and welfare, the conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin on the _____ day of _____, 2016.

ATTEST:

Dean Wolter, Village President

Barbara K. D. Goeckner, Village Clerk

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

Personally came before me this _____ day of _____, 2016, the above named Dean Wolter, Village President, and Barbara K. D. Goeckner, Village Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

ACCEPTANCE OF TERMS AND CONDITIONS BY PROPERTY OWNER

The following named person, who is authorized to represent Heritage Place Joint Venture, hereby accepts the terms and conditions set forth in this Permit, and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2016

{type or print name on this line}

{signature on this line}

Agent for Heritage Place Joint Venture

STATE OF WISCONSIN) SS
_____ COUNTY)

Personally came before me this _____ day of _____, 2016, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

This instrument was drafted by:
Jeffrey W. Retzlaff, AICP
Village Planner/Zoning Administrator
Village of Germantown, Wisconsin

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

MEETING DATE: February 1, 2016

AGENDA ITEM: New Business

ITEM TITLE: Memorandum of Agreement Between Washington County and the Village of Germantown for Brownfields Assessment

SUBMITTED BY: Dave Schornack, Village Administrator

SUMMARY EXPLANATION:

Washington County has been awarded a grant to assess brownfields in the County, such work may include inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) relating to brownfield sites, and outreach materials and implementation. Washington County has retained Stantec Consulting Services, Inc. as the prime consultant to undertake various activities funded through the cooperative agreement. Washington County will work with the Village to finalize the scope of work for Stantec.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

- Memorandum of Agreement Between Washington County and the Village of Germantown for Brownfields Assessment

RECOMMENDATION:

Authorize President Wolter to sign the Memorandum of Agreement between Washington County and the Village of Germantown for brownfields assessment.

BROWNFIELDS ASSESSMENT
MEMORANDUM OF AGREEMENT BETWEEN THE FOLLOWING PARTIES:

WASHINGTON COUNTY
and
VILLAGE OF GERMANTOWN

This Memorandum of Agreement documents the roles and responsibilities of the various parties involved in implementing the EPA Brownfield Assessment Grant outlined in EPA Cooperative Agreement No: BF-00E01347-0.

1. On September 19, 2014 the EPA awarded the Cooperative Agreement to the Lead Coalition Member Washington County, Wisconsin. A copy of the Cooperative Agreement is included in Attachment A. The grant period is October 1, 2014 through September 30, 2017. Washington County is responsible to the EPA for management of the cooperative agreement and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring that all members of the coalition are in compliance with the terms and conditions.
2. It is the responsibility of Washington County to provide timely information to Coalition Partners regarding the management of the cooperative agreement and any changes that may be made to the cooperative agreement over the period of performance. The Coalition Partners include the City of West Bend, City of Hartford, Village of Jackson, Village of Slinger and Village of Richfield. Washington County and the Coalition Partners have already implemented or completed several key steps that will ensure the successful completion of the project including the creation of the Site Redevelopment Steering Committee (SRC), which is a formal committee responsible for site selection and oversight of the Brownfield Assessment Grant.
3. The contact information is as follows:

Washington County
Debora Sielski, Deputy Planning & Parks Administrator
Project Manager for Assessment Grant
333 East Washington Street, Suite 2300
P.O. Box 2003
West Bend, WI 53095-2003
262-335-4445

and

Village of Germantown
Dean Wolter, V
N112 W17001 Mequon Road
Germantown, Wisconsin 53022
262-250-4785

4. Activities funded through the cooperative agreement are outlined in the EPA approved Implementation Work Plan included in Attachment B and may include inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) relating to brownfield sites, and outreach materials and implementation, and other eligible activities. Washington County has retained Stantec Consulting Services, Inc. as the prime consultant under 40 CFR 31.36 to undertake various activities funded through the cooperative agreement. Vandewalle & Associates and Economic Development Washington County (EDWC) are serving as subconsultants to Stantec Consulting Services, Inc.
5. As part of advancing Washington County's Site Redevelopment Program and coordination of the SRC and Coalition, the County advanced a qualifications based procurement process in 2013 in compliance with 40 CFR 31.36 requirements, in order to obtain the services of a consultant to assist with public meetings, evaluation, and initial scoring and prioritization of sites. Washington County issued a Request for Proposals and the procurement process resulted in six proposals. Two firms were interviewed and based on the interviews and previously submitted qualifications, a contract was executed. Washington County has been in direct contact with Coalition partners throughout 2012, 2013 and early 2014 as part of the initial discussions on partnerships, potential sites, site nomination process, formation of the SRC, prioritization of sites and procurement of a consultant.
6. Upon designation of the specific sites for assessment or remedial/reuse planning, it will be the responsibility of Washington County to work with the Village of Germantown to finalize the scope of work for Stantec Consulting Services, Inc.
7. It will be the responsibility of the Village of Germantown to:
 - Obtain all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site.
 - Assist in the eligibility determination process for sites targeted for assessment within its jurisdictional areas, by disclosing all known or reasonably available information relevant to past and current ownership and conditions, past assessment activities, known or suspected environmental liabilities, and reuse plans.
 - Provide the County with information about ongoing remediation and redevelopment on sites after completion of the grant for reporting on EPA ACRES system.
 - Obtain property owner cooperation for privately owned parcels within its jurisdiction for which environmental assessments are being performed, and complete required owner questionnaires for any parcels for which the Village is the owner.
 - Provide copies of any past environmental reports that the Village has in its possession for sites targeted for assessment within its jurisdictional area.
 - Clear public utilities as appropriate prior to intrusive subsurface sampling activities for parcels targeted for assessment within its jurisdictional area.

Agreed:

Mr. Herbert J. Tennes, County Board Chairperson
Washington County
Lead Coalition Member

Date: _____

Ms. Brenda Jaszewski, County Clerk
Washington County

Date: _____

Dean Wolter, Village President
Village of Germantown

Date: _____

Attachments:

Attachment A – U.S. EPA Cooperative Agreement BF-00E01347-0

Attachment B – Implementation Work Plan, U.S. EPA Grant for Community-Wide Assessment of Hazardous Substances and Petroleum Brownfields

IMPLEMENTATION WORK PLAN

United States Environmental Protection Agency Grant for Community-Wide Assessment of Hazardous Substance and Petroleum Brownfields

Washington County, Wisconsin Assessment Coalition

Grant Recipient: Washington County, Wisconsin
333. E. Washington St., Suite 2300
P.O. Box 2003
West Bend, WI 53095-2003

Project Contact: Debora M Sielski
Deputy Planning and Parks Administrator
Washington Co. Planning and Parks Dept.
Telephone: 363-335-4445 Fax: 262-335-6868
E-mail: deb.sielski@co.washington.wi.us

Project Period: October 1, 2014 – September 30, 2017 (3 Years)

CFDA: 66.818; The Small Business Liability Relief and Brownfields
Revitalization Act

RFP: EPA-OSWER-OBLR-13-05: Request for Proposals for Brownfields
Assessment Grants

This project supports:

Environmental Results Goal 3: Cleaning up communities, advance sustainable development, and protect disproportionately impacted low-income, minority and tribal communities. Prevent releases of harmful substances and cleanup and restore contaminated areas.

Objective 3.1: Promote Sustainable and Livable Communities.

1.0 PROJECT

Washington County, Wisconsin was awarded grants for community-wide assessment of petroleum and hazardous substance brownfields. The funds will be used to inventory, prioritize and assess brownfield properties, and perform brownfield area-wide planning within the County. The County intends to achieve these goals by bringing together all available resources to create and prioritize a comprehensive inventory of potential impacted brownfield properties in conjunction with assessment and planning activities to encourage revitalization and reuse of brownfield sites.

2.0 INTRODUCTION AND PROPOSED OUTPUTS AND OUTCOMES

The Small Business Liability Relief and Brownfields Revitalization Act was signed into law on January 11, 2002. The Act amends the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, by adding Section 104(k). Section 104(k) authorizes the U.S. Environmental Protection Agency (EPA) to provide funding to eligible

entities to inventory, characterize, assess, conduct cleanup and reuse planning, remediate, or capitalize revolving loan funds to remediate eligible brownfields sites. Entities are selected from proposals prepared in accordance with the "Proposal Guidelines for Brownfield Assessment, Revolving Loan Fund, and Cleanup Grants," and submitted in a national competition. Washington County, Wisconsin (the County), as a general purpose unit of local government, was selected for Assessment funding in the FY 2014 Competition. The County applied as the lead applicant for an Assessment Coalition that also included the City of Hartford, Village of Jackson, Village of Richfield, Village of Slinger, and City of West Bend.

The target area for funding initially will be five high priority brownfield sites or areas that were identified by the five city/village coalition members as part of the inventory and prioritization completed in 2013. All of the sites are located within the oldest portions of each urban area (several with development dating to the mid-1800s). The target areas in four of the communities are coincident or adjacent to some of the oldest residential neighborhoods, and areas that now contain the greatest concentrations of residents who are economically distressed, or minorities or members of other sensitive population groups.

As part of developing the Coalition for this proposal, meetings were held with representatives of 12 municipalities (which included the 7 largest cities or villages, and 5 of the townships). In order to better develop an initial scope for the project, each of the local governments was asked to nominate brownfield sites or areas for consideration for possible future assessment. Nominations were obtained from five communities, each of which subsequently committed to participating in the Coalition. An initial prioritization process was used to evaluate 13 nominated target sites or areas that included 47 parcels. At the final stage of this process, each of the Coalition members selected the site or area that was their highest priority in need of assessment based on site selection criteria. Assessment needs for these sites are expected to utilize approximately one-third of the grant funds. Additional sites will be selected following the comprehensive inventory and prioritization, which will provide opportunity for participation by all communities in the County that may have assessment needs not identified as part of the outreach conducted in 2013. Initial target sites include WB Place, a 3.8-acre parcel in the City of Hartford that has been in use as a tannery since the 1840s, former Praefke Brake Manufacturing in the City of West Bend which dates back to the 1920s, the Center Street Redevelopment Area which includes 10 parcels within the historic center of the Village of Jackson, the historic Hwy 175/Village of Richfield Area which includes 12 parcels bordering State Hwy 175 and the former railroad right-of-way for the Chicago, Milwaukee, St. Paul and Pacific railroad, and the former Niphos Coating facility in the Village of Slinger which was subject to an emergency removal action by the EPA to address more than 8,800 gallons of hazardous chemicals that were abandoned in the building.

The goals of the project to be funded by this cooperative agreement are to: (a) complete a community-wide inventory and prioritization of brownfields sites within the County, (b) perform Phase I and Phase II environmental site assessments (ESAs) on priority brownfields sites, (c) complete additional site investigation and remedial action plan development for select sites for which Phase II ESAs are completed, (d) perform community outreach and education related to brownfields, and (e) better connect potential business and other end-users with brownfield sites that can be a focus for redevelopment and reuse. The County looks forward to working with the Coalition partners, WDNR, USEPA, the County Health Department, Economic Development Washington County and other project partners, community-based organizations and stakeholders towards a shared goal of improving economic and environmental conditions, and building a better and more sustainable future for the residents of Washington County.

Progress towards achieving outcomes and outputs will be reported to U.S. EPA via the quarterly progress reports and the Assessment, Cleanup and Redevelopment Exchange System (ACRES).

3.0 MANAGEMENT AND COORDINATION

The County and the other Coalition members have already implemented or completed several key steps that will ensure not only the successful completion of the Project within three years, but the achievement of the desired revitalization outcomes. These steps include the creation of the Site Revitalization Committee (SRC), which is a formal committee authorized by the full County Board of Supervisors, and subject to all public meeting, public records, and other requirements. The SRC is a legal entity with specific responsibilities in terms of site selection and oversight of this or other grants and includes elected officials and municipal administrative and planning staff which ensures that the Program from its inception has the support of elected officials who will be responsible for approving funding for additional public expenditures needed to move most priority sites beyond assessment to successful redevelopment and reuse.

Debora M. Sielski, Deputy Planning and Parks Administrator, Washington County Planning and Parks Department, will manage the grants on behalf of the County. She will be responsible for implementing grant funded activities in accordance with the approved Work Plan. Ms. Sielski will also approve all contracts and reports; coordinate SRC and T/CAS meetings; secure assistance from other County staff as needed, as well as manage project finances.

Project Manager Profile:

Ms. Sielski has more than 20 years of professional experience in public administration, urban and regional planning and landscape architecture, of which the last 16 years have been with Washington County. She holds a Master's Degree in Urban Planning as well as a Bachelor's Degree in Landscape Architecture. She is currently responsible for all planning work at the County including managing the development, coordination, collaboration, and public outreach involved with leading numerous partnerships involving all local governments throughout the County, including the Multi-jurisdictional Comprehensive Plan for Washington County: 2035, the Farmland Preservation Plan, and the Park and Open Space Plan initiatives. She has extensive experience in grant writing and administration, public administration, urban planning, statistical analysis, technical writing, public speaking, project management, intergovernmental collaboration, public participation, stakeholder engagement, and park acquisition, design and development.

4.0 PROJECT DESCRIPTION

The schedule for the projects as outlined below assumes that the Cooperative Agreement (CA) with the U.S. EPA will be formally executed by October 1, 2014.

4.1 TASK 0 – Programmatic Activities

Management of the CA will be the responsibility of the County's Project Manager. This task includes preparing grant progress reports, and general communications about the CA to EPA. As part of advancing the County's Site Revitalization Program and coordination of the SRC and Coalition, the County advanced a qualifications based procurement process meeting the requirements of CFR 31.36, in order to obtain the services of a consultant to assist with public meetings, evaluation, and initial scoring and prioritization of sites. The procurement process

resulted in six proposals. Three firms were interviewed, and based on the interviews and previously submitted qualifications, a contract was executed. As part of grant implementation, the County will submit documentation associated with this procurement process.

Table 1: Activities/Deliverables for Task 0

Activities/Responsible Party	Deliverables	Status or Target Completion Date
Issue request for qualifications (RFQ) and proposal for professional services from environmental consulting firms (<i>Project Manager</i>)	Copy of RFQ	Completed in 2013
Receive proposals from consulting firms (<i>Project Manager</i>)	Listing of proposals received from consulting firms	Completed in 2013
Review statements of qualifications and select consultants (<i>Project Manager and appropriate County Staff</i>)	Notice of selected environmental consulting firm	Completed in 2013
Contract with Environmental Consultant (<i>Washington County</i>)	Execute Contract (Task Order for Grant Implementation)	In progress
Oversee site/project activities of environmental consultant ¹ (<i>Project Manager</i>)	Routine correspondence with consultants, review of monthly invoices and processing payments	Ongoing
Prepare and review required reports and other correspondence with EPA Project Officer (<i>Project Manager</i>)	Quarterly reports, updates to ACRES database, annual audit reports, final reports, other correspondence	Ongoing ²
1 Project Oversight includes managing the consultant activities, reviewing Phase I and II ESAs, Site Investigation Reports and Remedial Action Plans. 2 Quarterly reports for quarters ending October 31, January 31, April 30, and July 31 of each year will be prepared within 30 days of the end of each quarter. The quarterly reports will describe cumulative progress on each defined task in this work plan. The annual financial report and the annual DBE report will be prepared in October of each year. The selected environmental consultant will be assisting the Project Manager with the quarterly and annual reporting requirements as needed.		

4.2 TASK 1 – Brownfields Inventory and Site Prioritization

A. Brownfield Inventory

The County will work with a qualified consulting team to prepare the brownfield inventory during which sites will undergo inventory, prioritization, and selection for environmental assessment. Environmental database information will be utilized as well as information from Sanborn fire insurance maps, city directory records, tax delinquencies, and building code violations. The team will evaluate the redevelopment potential of sites based on criteria such as the presence of tax incremental finance districts, proximity to transportation infrastructure, potential for eliminating blight, ownership and access status, and discussions with local developers. For community ranking, the team will kick off a public outreach process incorporated into a regularly scheduled SRC meeting. The rankings (environmental hazards, redevelopment potential, and community priority) will be combined for each site to produce a final site rankings list to guide future decision-making and the next steps in the grant process. As part of the inventory, the County will acquire digital copies of approximately 73 historic Sanborn fire insurance maps that are available for various communities in the County. The maps will be integrated into the County's GIS and used to identify potential brownfield sites as well as to obtain information on historic land uses for other sites identified as part of the inventory.

B. Prioritize and Screen Sites and Determine Site Eligibility

The initial prioritization of sites completed by the SRC in 2013 utilized six general prioritization factors to develop an overall site "score." These factors included (1) the presence of known or suspected environmental contamination and magnitude of known or potential threats to public health or the environment, (2) the redevelopment potential and marketability of the site, (3) community goals and the extent to which redevelopment or reuse of the site could further previously identified community goals or plans, (4) quality of life factors (including the potential to eliminate blight and enhance community livability), (5) ability to obtain access for required assessment activities, and (6) environmental justice considerations (the extent to which the site was having a disproportionate impact on sensitive or at-risk populations). The scoring was narrowed down to 13 redevelopment areas identified by the five local governments as high priority based on these and other local considerations. Each Coalition member selected their highest priority site or area based on these factors.

It is anticipated that up to one-third of requested funding will be utilized to perform assessment or reuse planning activities on these initial priority sites. Subsequent selection and prioritization of sites will be subject to input and approval from the full SRC. The comprehensive inventory and prioritization of sites to be completed as part of Task 1 in conjunction with public outreach activities in Task 4 will ensure that there is opportunity for further input from area residents and other stakeholders both in the nomination of sites and in their prioritization.

C. Execute Property Access Agreements

The process for securing access will vary depending on whether sites are currently owned by local governments versus private parties, whether sites are currently tax delinquent, and whether sites are subject to specific development proposals or sales agreements at the time of assessment. In all instances, it is anticipated that the local governments within which the site(s) are located will have primary responsibility for securing access. This is in recognition that those officials will have the best understanding of access challenges, and will choose to nominate sites for which securing access is a process versus a hope or impossibility. All of the Coalition members have experience negotiating access for these types of sites. For sites that are tax delinquent (such as the former Niphos Coatings site in Slinger), the County has the ability under Wisconsin law to obtain an environmental inspection warrant that can be used to secure access for testing in circumstances where the current property owner is unwilling to provide access. However, the preferred option for all sites (including those that are tax delinquent) will be to secure the willing and legal consent of the property owner through the execution of an access agreement.

Table 2: Activities/Deliverables for Task 1

Activities/Responsible Party	Deliverables:	Status or Target Completion Date
Complete Brownfields Inventory (Consultant, County Staff)	Creation of Brownfields GIS Database	Ongoing
Prioritize Sites for Assessment and Screen Sites (Consultant, County Staff, SRC)	Creation of GIS Feature Class	Ongoing
Prepare Site and Property Owner Eligibility Determination Request Forms (Consultant, County Staff)	Site and Property Owner Eligibility Determination Request Forms	Ongoing
Obtain WDNR/EPA Eligibility Letters (Consultant, Project Manager)	WDNR/EPA Eligibility Letters	Ongoing
Execute Property Access Agreements (Individual Coalition Members in which Sites are Located)	Copies of Property Access Agreements	Ongoing

4.3 TASK 2 - Conduct Phase I Environmental Site Assessments (ESAs)

Under the direction of the County, the environmental consulting firm will complete Phase I ESAs at 24 sites. Prior to performing Phase I ESAs, eligibility determination request forms will be prepared and submitted to EPA (for hazardous substance brownfields) or WDNR (for petroleum brownfields) for approval. Upon confirmation of eligibility, Phase I ESAs will be completed in accordance with the All Appropriate Inquiries Final Rule and the standards set forth in the ASTM E1527-13 Phase I Environmental Site Assessment Process.

Table 3: Activities/Deliverables for Task 2

Activities/Responsible Party	Deliverables:	Status or Target Completion Date
Conduct Phase I ESAs (Consultant)	Phase I ESA reports	Ongoing

4.4 TASK 3 - Conduct Phase II ESAs, Site Investigations, and Remedial/Reuse Planning Activities

On sites that meet the site-specific eligibility requirements, and are approved for use of EPA funds, by the EPA (hazardous substance brownfields) and/or WDNR (petroleum brownfields), the County may use the assessment funds to conduct Phase II ESAs, site investigations, remedial planning and other brownfield reuse planning activities. Phase II site investigation activities are likely to include soil and groundwater sampling and may include magnetometer surveys, trenching to confirm anomalies, asbestos surveys and sampling for other hazardous building materials. Additional field services provided by EPA may include geophysical characterization, such as ground penetrating radar or electro-magnetic surveys. Greener and Sustainable Remediation principles will be incorporated into project tasks using the ASTM Greener Cleanup Standard Guide. It is anticipated that the scope of work and deliverables for this task to be completed by the environmental consulting firm will include:

- Preparation of one (1) QAPP;
- Preparation of approximately eight (8) site-specific sampling and analysis plans (SAPs) and health and safety plans (HASPs);
- Completion of approximately eleven (11) Phase II ESAs;
- Completion of four (4) asbestos and hazardous materials pre-demolition or renovation surveys;
- Preparation of eight (8) remedial action options reports (ROARs) and/ or remedial action plans (RAPs)
- Completion of two (2) brownfields area-wide reuse plans.

Table 4: Activities/Deliverables for Task 3

Activities/Responsible Party	Deliverables:	Status or Target Completion Date
Prepare a QAPP (Consultant)	QAPP	Fall/Early Winter 2014
Prepare SAPs for each site (Consultant)	SAPs	Ongoing
Prepare OSHA-compliant HASPs for each site (Consultant)	HASPs	Ongoing
Conduct Phase II ESAs (Consultant)	Phase II ESA Reports	Ongoing

Activities/Responsible Party	Deliverables:	Status or Target Completion Date
Complete Asbestos and Hazardous Building Material Surveys and Sampling	Asbestos Survey Reports; Pre-Demolition/Renovation Survey Reports	Ongoing
Prepare Remedial Action Option Reports (RAORs) and Remedial Action Plans (RAPs) (Consultant)	RAORs and RAPs	Ongoing
Complete brownfields area-wide reuse plans (AWPs) (Consultant, County Staff, Coalition Member Staff)	Brownfields AWP	Ongoing

4.5 TASK 4 - Community Outreach and Involvement

Since 2010, the County has proactively involved Washington County communities in development and advancement of a brownfields-focused Site Revitalization Program (Program). To lead this effort, in early 2013, the County established a Site Revitalization Committee (SRC) to guide and advance brownfield redevelopment, community outreach and involvement, reuse planning and site assessment. The ten representatives on the SRC (www.co.washington.wi.us/SRP) include two County Board Supervisors (Raymond Heidtke, Town of Jackson Chairperson and County Board Supervisor; Paul Ustruck, County Board Supervisor, representing Co. Executive Committee), the current administrators from four of the Coalition members (T.J. Justice, City of West Bend; John Walther, Village of Jackson; Jessi Balcom, Village of Slinger; and Jim Healy, Village of Richfield), the City Planner (Justin Drew) for the City of Hartford, the Coordinator for County's Workforce Development Center (Lisa Maylen), the Executive Director of the County's lead economic development organization (Christian Tscheschlok, Economic Development Washington County), and a commercial real estate professional (Curt Pizen, NAI MLG).

The Coalition plans to convene the SRC on at least a bi-monthly basis, with the public meetings widely promoted. In addition to SRC meetings, the County will hold public meetings annually, inviting residents and other stakeholders to participate in the site selection process, cleanup decisions, and reuse planning performed as part of the grant-funded Project. To provide additional technical expertise as well as outreach to community organizations, a Technical/Community Advisory Subcommittee (T/CAS) with representatives from community-based organizations, the Washington County Health Department, and other stakeholder groups, is being formed. The T/CAS will provide input to the SRC, and provide input on site selection, reuse planning, and other considerations.

Key lessons learned from past revitalization projects that guide the outreach approach for this Project include: 1) interactions should be framed around the effects brownfields have on communities, rather than the brownfields themselves; 2) it is important to employ a number of communications strategies tailored to the audience, including meetings, social media, traditional media, direct mail, and other methods; and 3) a successful outreach program must be multi-tiered to engage all stakeholders in meaningful ways. The following is a summary of the planned multi-tiered engagement approach.

Following the grant award announcement, the County will draft a press release for circulation in the local newspapers. The County will also place advertisements on local radio stations, as well as local access television. Also upon notice of award, the County will schedule a public kick-off meeting in tandem with an SRC meeting, and individual kick-off meetings at locations within Hartford, Jackson, Richfield, Slinger, and West Bend to inform citizens and stakeholders in each

target area about the Project. SRC members will assist in outreach to their constituents. The Riveredge Nature Center will assist in organizing attendance by community residents and other stakeholders. The Casa Guadalupe Education Center will assist with organizing attendance by members of the Hispanic community. The Healthy People Project of Washington County will help distribute information to residents and stakeholders who may have an interest in supporting trail and recreational facility development. The United Way of Washington County will assist with communication of information to economically disadvantaged residents who are disproportionately located in the target areas which contain high numbers of brownfield sites.

During the meetings, the County Coalition team will provide the public with background information on and solicit input regarding: the overall Program; the sites previously nominated for assessment and other sites of potential concern; health and welfare issues related to these sites; and reuse or redevelopment opportunities. As the Program advances, the County will report on Project progress at open forums, such as municipal board/council meetings. The County will also distribute information through the existing Site Revitalization Program website (www.co.washington.wi.us/SRP) which will serve as the foundation for ongoing web-based communication. The County and SRC members will also distribute information through their websites, newsletters, LinkedIn, Twitter, and blog posts as well as direct notice to community organizations and local newspapers.

Although it is anticipated that a majority of Project communications will be in English, it is important that non-English speaking households are aware of environmental activities that directly impact them, and as a result the County will work with Casa Guadalupe Education Center to develop and distribute information in Spanish as well as offer translation and interpretation services as needed, as impacted families are identified.

Table 5: Activities/Deliverables for Task 4

Activities/Responsible Party	Deliverables:	Status or Target Completion Date
Media Partnerships	Newspaper Articles	Ongoing
Education Partnerships	Handouts, lesson plans, or other deliverables	Ongoing
Stakeholder Group Meetings	Meeting Summary Notes and Agenda	Ongoing
SRC Meetings	Meeting Summary Notes and Agenda	Ongoing

5.0 BUDGET FOR EPA FUNDING AND LEVERAGING OTHER RESOURCES

Table 6 below presents a budget summary for the two assessment grants.

Table 6: Budget

Budget Categories	Task 0	Task 1	Task 2	Task 3	Task 4	Totals
	Program-matic Activities	Brownfields Inventory and Site Prioritization	Phase I ESAs	Phase II ESAs, Site Investigations, and Remedial/Reuse Planning	Community Outreach and Involvement	
Budget for Community Wide Assessment Grant for Hazardous Substance Brownfields						
Personnel						
Travel	\$2,000				\$650	\$2,650
Equipment						
Supplies		\$850			\$750	\$1,600
Contractual	\$5,000	\$8,000	\$48,000	\$215,500	\$19,250	\$295,750
Other						
SUBTOTALS	\$7,000	\$8,850	\$48,000	\$215,500	\$20,650	\$300,000
Budget for Community Wide Assessment Grant for Petroleum Brownfields						
Personnel						
Travel	\$2,000				\$650	\$2,650
Equipment						
Supplies		\$850			\$750	\$1,600
Contractual	\$5,000	\$8,000	\$48,000	\$215,500	\$19,250	\$295,750
Other						
SUBTOTALS	\$7,000	\$8,850	\$48,000	\$215,500	\$20,650	\$300,000
Budget Summary (Both Grants Combined)						
Personnel						
Travel	\$4,000				\$1,300	\$5,300
Equipment						
Supplies		\$1,700			\$1,500	\$3,200
Contractual	\$10,000	\$16,000	\$96,000	\$431,000	\$38,500	\$591,500
Other						
TOTALS	\$14,000	\$17,700	\$96,000	\$431,000	\$41,300	\$600,000

ESA = environmental site assessment, RAP = remedial action plan, SI = site investigation

Please note that for all budget items described below, it is assumed that the referenced budget will be divided evenly between the hazardous substance and petroleum grant funding.

Task 0: Programmatic Activities (\$14,000) - The budget for Task 0 includes travel costs (for airfare, hotel, meals and conference fees) for two County staff to attend two EPA-sponsored National Brownfields conferences (or alternative relevant conferences if the EPA conferences are not held as anticipated). Travel costs are estimated at \$1,000 per person per conference based on discussions with previous EPA Brownfield Grant managers/conference attendees and average costs they reported. The contractual budget included \$10,000 for the consultant, for assistance to be provided with reporting and other eligible programmatic activities.

Task 1: Brownfield Inventory, Site Eligibility Determinations, and Access Agreements (\$17,700) - The County will undertake an inventory of existing and potential future brownfield properties located within the County. The budget includes \$16,000 for an estimated 160 hours of work by

the consultant at a blended rate of \$100/hour. It is anticipated that the work by the consultant will include approximately 40 hours of records research, 40 hours of GIS data entry, 40 hours of interviews with community representatives, and 40 hours of work related to presentations and meetings. Also included under the budget for supplies is a cost of \$1,700 for acquisition of 73 historic Sanborn fire insurance maps available in digital format that will be integrated with the County's GIS and used to help identify historic land uses at sites included on the inventory. The County and other Coalition members will each donate significant in-kind hours for the completion of this task, as detailed on the attached table.

Task 2: Phase I ESAs (\$96,000) – Under the direction of the County, the environmental consulting firm will complete Phase I ESAs at 24 sites at an average cost of \$4,000 per site.

Task 3: Phase II ESAs, Environmental Site Investigations, Remedial/Reuse Planning (\$431,000) – The budget for Task 3 is based on the following assumed project deliverable and representative costs:

- One quality assurance project plan (QAPP) at an estimated cost of \$8,000;
- 4 asbestos/hazardous building material surveys at an average cost of \$6,500 (\$26,000 total);
- 7 Phase II ESAs at small sites at an average cost of \$20,000 (\$140,000 total);
- 4 Phase II ESAs at large sites at an average cost of \$35,750 (\$143,000 total);
- 8 remedial action plans at an average cost of \$8,000 (\$64,000 total); and
- 2 brownfields area-wide reuse plans at an estimated cost of \$25,000 (\$50,000 total).

The budgeted costs for the asbestos/hazardous building surveys and Phase II ESAs include \$750 per site for preparation of site-specific sampling and analysis and health and safety plans. Please note that \$10,000 in budget allocated in the grant application under this task for assistance to be provided by the consultant with preparation of quarterly and annual reports, and other planning activities has been included under Task 0.

Task 4: Community Outreach and Involvement (\$41,300) – To maximize the extent to which community residents and other stakeholders can provide meaningful input to the Project, a comprehensive community outreach program will be performed that will include public meetings and forums, development and distribution of marketing and informational materials, and joint outreach and education efforts with community partner organizations. The estimated costs for specific outreach activities or outputs to be performed by the consultant(s) are summarized below.

- Meeting outreach, facilitation and management including SRC, public/community, property owner meetings (150 hours @ \$100/hour = \$15,000 total);
- Document preparation, including project fact sheets, press releases, agendas, minutes, newsletter submissions, etc. (65 hours @ \$100/hour = \$6,500 total); and
- County website and other online communications management and updates (30 hours @ \$100/hour = \$3,000 total)
- EDWC website integration and content development focused on connecting prospective end users and local stakeholders with information on revitalization sites (\$14,000)

Budgeted supply costs for Task 4 of \$1,500 include \$500 for printing costs, \$250 for mailing expenses associated with public notices, and \$750 for display boards and graphic displays at public meetings. Travel costs allocated under this task in the grant application for participation in EPA or other brownfields conferences have been included under Task 0. Travel costs for mileage of \$1,300 related to travel by County staff to meetings throughout the County has been added to the budget for this task.

SUMMARY OF TIME COMMITTED BY WASHINGTON COUNTY, WISCONSIN BROWNFIELD ASSESSMENT COALITION
MEMBERS AND EDWC FOR IMPLEMENTATION OF U.S. EPA COALITION GRANT

Name	Title	Est. Hours over 3 year grant cycle	Salary/ Benefits per hour	Total In-Kind Contribution
Washington County In-Kind Contribution				
Deb Sielski ¹	Deputy Administrator	380	\$ 58.24	\$ 22,131.20
Joshua Glass ²	Planner	130	\$ 40.52	\$ 5,267.60
Joanne Wagner ³	Office Manager	50	\$ 37.75	\$ 1,887.50
Eric Damkot ⁴	GIS Manager, Washington County	30	\$ 46.96	\$ 1,408.80
Karen Long ⁴	GIS Analyst/Technician	60	\$ 40.52	\$ 2,431.20
Scott Schmidt ⁵	County Engineer/County Surveyor	24	\$ 60.31	\$ 1,447.44
Kimberly Nass ⁶	County Attorney	82.5	\$ 68.00	\$ 5,610.00
City of Hartford In-Kind Contribution ⁷				
Justin Drew	Director of Community Development	50	\$ 59.29	\$ 2,964.50
Village of Slinger In-Kind Contribution ⁷				
Jessi Balcom	Village Administrator	25	\$ 56.22	\$ 1,405.50
Jim Haggerty	DPW Director/Village Engineer	2	\$ 59.15	\$ 118.30
Village of Richfield In-Kind Contribution ⁷				
James Healy	Interim Village Administrator	15	\$ 38.08	\$ 571.20
City of West Bend In-Kind Contribution ⁷				
TJ Justice	City Administrator/Development Dir.	33	\$ 52.06	\$ 1,717.98
Mark Piotrowicz	City Planner/Operations Manager	24	\$ 32.43	\$ 778.32
Economic Development Washington County (EDWC) In-Kind Contribution ⁸				
Christian Tscheschlok	Executive Director	178.5	\$ 50.96	\$ 9,096.63
Deborah Reinbold	Business Solutions Specialist	209	\$ 26.92	\$ 5,626.92

Grand Total In-Kind Contribution - \$ 62,463.10

***Note:** 1 - Estimated In-Kind Contribution as Project Manager/Director including contract administration, grant reporting, coordinating coalition, staffing SRC and T/CAS meetings, and overseeing work performed by environmental or other consultants contracted to implement the grant. 2- Estimated In-Kind Contribution as Assistant Project Manager. 3 -Estimated In-Kind Contribution including minutes, agendas and media postings for SRC and T/CAS. 4 - Estimated In-Kind Contribution for integrating inventory and prioritization of brownfield sites into the County GIS database. 5 - Estimated In-Kind Contribution for identifying and finding solutions for infrastructure challenges at brownfield sites. 6 -Estimated In-Kind Contribution for drafting, reviewing and/or revising EPACooperative Agreement, agreements with Coalition members and site access agreements. 7 - Estimated In-Kind Contribution includes attendance at SRC meetings, community public meeting, securing access to sites, and reviewing reports. 8 - Estimated In-Kind Contribution includes attendance SRC and T/CAS meetings, public meetings, redevelopment consulting and contribution to area-wide plans and remedial action plans.*

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 00E01347	DATE OF AWARD
		MODIFICATION NUMBER: 0	09/19/2014
		PROGRAM CODE: BF	MAILING DATE
		TYPE OF ACTION New	09/26/2014
RECIPIENT TYPE: County		PAYMENT METHOD: ASAP	
RECIPIENT: Washington County 333 E. Washington St., Ste 2300 West Bend, WI 53095-2003 EIN: 39-6005754		ACH# pend	
Send Payment Request to: Las Vegas Finance Center		PAYEE: Washington County 333 E. Washington St., Ste 2300 West Bend, WI 53095-2003	
PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST	
Debora M. Sielski 333 E. Washington St., Ste 2300 West Bend, WI 53095-2003 E-Mail: deb.sielski@co.washington.wi.us Phone: 262-335-4772	FRED BARTMAN 77 West Jackson Blvd., S-6J Chicago, IL 60604-3507 E-Mail: Bartman..Fred@epa.gov Phone: 312-886-0776	Robert Fields Assistance Section, MC-10J E-Mail: Fields.Robert@epa.gov Phone: 312-886-9017	
PROJECT TITLE AND DESCRIPTION Coalition Assessment for Hazardous Substance & Petroleum This project provides funding for the County of Washington to conduct community wide assessments at eligible brownfields sites potentially contaminated by hazardous substances. The County will conduct Phase I and Phase II assessments at selected sites , complete cleanup planning, as appropriate, as well as community involvement activities			
BUDGET PERIOD 10/01/2014 - 09/30/2017	PROJECT PERIOD 10/01/2014 - 09/30/2017	TOTAL BUDGET PERIOD COST \$662,463.00	TOTAL PROJECT PERIOD COST \$662,463.00
NOTICE OF AWARD Based on your Application dated 07/08/2014 including all modifications and amendments , the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$600,000. EPA agrees to cost-share 89.39% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$600,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award , the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS		ORGANIZATION / ADDRESS	
U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		U.S. EPA, Region 5 Superfund Division 77 West Jackson Blvd. S-6J Chicago, IL 60604-3507	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official for Bruce Sypniewski - Deputy Director Resources Management Division Cheryl Newton - Award Official delegate			DATE 09/19/2014

EPA Funding Information

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 600,000	\$ 600,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$ 62,463	\$ 62,463
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 662,463	\$ 662,463

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 101(39) CERCLA: Sec. 104(k)(2)	40 CFR PART 31

[illegible]

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$62,463
2. Fringe Benefits	\$0
3. Travel	\$5,300
4. Equipment	\$0
5. Supplies	\$3,200
6. Contractual	\$591,500
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$662,463
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>10.61</u> % Federal <u>89.39</u> %.)	\$662,463
12. Total Approved Assistance Amount	\$600,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$600,000
15. Total EPA Amount Awarded To Date	\$600,000

Administrative Conditions

1. GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at: http://www.epa.gov/ogd/tc_jan_2014.pdf. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited below.

The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/ogd/tc.htm>.

2. DBE – PART 30 & 31 RECIPIENTS ACCEPTING GOALS

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Wisconsin Department of Natural Resources as follows:

MBE: CONSTRUCTION 8%; SUPPLIES 8%; SERVICES 8%; EQUIPMENT 8%
WBE: CONSTRUCTION 8%; SUPPLIES 8%; SERVICES 8%; EQUIPMENT 8%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Wisconsin Department of Natural Resources.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are

submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

- (a) there are any funds budgeted in the contractual, equipment or construction lines of the award;
- (b) \$3,000 or more is included for supplies; or
- (c) there are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items (a) and (b).

This award meets one or more of the conditions as described above, therefore, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due within 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to:

**Adrianne M. Callahan, Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604**

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

3. UNLIQUIDATED OBLIGATIONS - INTERIM FFR - PART 31 RECIPIENTS

Submission of interim Federal Financial Reports

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting quarter.

The following reporting period end dates shall be used for interim reports: 9/30.

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/financial/>.

All FFRs must be submitted to the Las Vegas Finance Center: **USEPA LVFC
4220 S. Maryland Pkwy
Bldg C, Ste 503
Las Vegas, NV 89119**

or by Fax to: 702-798-2423;
or via email at LVFC-Grants@epa.gov.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the close-out of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

Programmatic Conditions

1.

FY 14 - Assessment Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfields Assessment Grants awarded under CERCLA § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions the term “assessment” includes , eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory , characterization, assessment, and planning relating to brownfield sites as described in the EPA approved work plan .

A. Federal Policy and Guidance

1.
 - a. Cooperative Agreement Recipients: By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2014 competition for Brownfields assessment cooperative agreements. **OPTIONAL -** include if the word plan is not approved or conditionally approved: By awarding this cooperative agreement, EPA has not approved/conditionally approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2014 competition for Brownfields assessment cooperative agreements. The CAR may not expend (“draw down”) funds to carry out this agreement until EPA’s award official approves the work plan.
 - b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations.
 - c. The recipient must comply with Federal cross-cutting requirements. These requirements include but are not limited to, MBE/WBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
 - d. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. Activities conducted under assessment grants generally do not involve construction, alteration and repair within the meaning of the Davis-Bacon Act. The recipient must contact EPA’s Project Officer if there are unique circumstances (e.g. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. The Agency will provide guidance on Davis-Bacon Act compliance if necessary.

B. Eligible Brownfields Site Determinations

1.
 - a. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR’s work plan by the EPA. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, whether the CAR is the potentially responsible party under CERCLA 107 and/or has defenses to liability.

b. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination. In their request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.

2. a. For any petroleum contaminated brownfield site that is not included in the CAR's EPA approved work plan, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which includes (see the latest version of EPA's *Proposal Guidelines for Brownfields Assessment Grants* dated September 2011 for discussion of this element) documenting that:

- (1) a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum-only sites in the State,
- (2) the State determines there is "no viable responsible party" for the site;
- (3) the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
- (4) the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State following contact and discussion with the appropriate petroleum program official.

- b. Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion relating to the state's determination that the site is of relatively low risk, that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.
- c. If the State chooses not to make the determinations described in 2.a. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.
- d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfields sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in 2.a. above.

II. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.
2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA PO or EPA may terminate this agreement for material

non-compliance with its terms. For purposes of assessment grants, the recipient demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to eligible activities; for assessment coalition grants "sufficient progress" is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated if necessary, community involvement activities have been initiated and a Memorandum of Agreement (for Assessment Coalitions) is in place.

3. Assessment funding for an eligible brownfield site may not exceed \$200,000 unless a waiver has been granted by EPA. Following the granting of a waiver, funding is not to exceed \$350,000 at the site.

B. Substantial Involvement

1. The EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by EPA generally includes administrative activities such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts.
 - b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I.B. under *Eligible Brownfields Site Determinations* above. If the CAR awards a subgrant for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition precludes the subgrantee from using EPA funds to assess a site for which the subgrantee is potentially liable under § 107 of CERCLA. (See Section II.C.3 for more information on subgrants.)
 - c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.
 - d. EPA may waive any of the provisions in term and condition II.B.1., with the exception of property-specific funding determinations. EPA will provide waivers in writing.
2. Effect of EPA's substantial involvement includes:
 - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any Federal statute.
 - b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and State laws.
 - c. The CAR and its subgrantees remain responsible for incurring costs that are allowable under 2 CFR Part 225 (for state, local and tribal governments) as applicable..

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields assessment activities at a particular site, if they do not have such a

professional on staff.

2. The CAR is responsible for ensuring that contractors and subgrant recipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subgrant recipients and contractors comply with the terms and conditions of this agreement.
3. Subgrants are defined at 40 CFR 31.36. The CAR may not subgrant to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 40 CFR 31.36. In addition, EPA policy encourages awarding subgrants competitively and the CAR must consider awarding subgrants through competition.
4. The CAR is responsible for assuring that EPA's Brownfields Assessment Grant funding received under this grant, or in combination with any other previously awarded Brownfields Assessment grant does not exceed the \$200,000 assessment grant funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfields site must be approved by EPA prior to the expenditure of funding exceeding \$200,000. In no case may EPA funding exceed \$350,000 on a site receiving a waiver.
5. CARs expending funding from a community-wide assessment grant on a particular site must include such funding amount in any total funding expended on the site.
6. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

D. Quarterly Progress Reports

1. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
 - a. Summary of approved activities performed during the reporting quarter, summary of the performance outputs/outcomes achieved during the reporting quarter, a description of problems encountered during the reporting quarter that may affect the project schedule and a discussion of meeting the performance outputs/outcomes.
 - b. An update on project schedules and milestones.
 - c. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
 - d. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds.
2. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific properties under this cooperative agreement.
3. In accordance with 40 CFR 31.40(d), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved work plan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, cleanup required, contaminants, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize the Property Profile Form.

F. Final Report

1. The CAR must submit a final report at the end of the period of performance in order to finalize the closeout of the grant. This final report must capture the site names, what work was done at each site and how much was spent at each site. It should also provide information that documents the outreach efforts done by the CAR and other activities that help explain where the funding was utilized.

III. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the work plan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and conduct planning and outreach. Eligible programmatic expenses include activities described in Section IV of these Terms and Conditions. In addition, such eligible programmatic expenses may include:
 - a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k);
 - b. Ensuring that an assessment complies with applicable requirements under Federal and State laws, as required by CERCLA § 104(k);
 - c. Using a portion of the grant to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section III.B.
 - d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subgrants to the extent allowable under III. B. 2.; and carrying out community involvement pertaining to the assessment activities.
2. **Local Governments only.** No more than 10% of the funds awarded by this agreement may be used for brownfield program development and implementation (including monitoring of health and institutional controls) as described in Task ____ of the EPA approved work plan. The CAR must maintain records on funds that will be used to carry out Task ____ of its EPA approved work plan to ensure compliance with this requirement.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

- a. Cleanup activities;
 - b. Development activities that are not brownfields assessment activities (e.g., construction of a new facility);
 - c. Job training unrelated to performing a specific assessment at a site covered by the grant;
 - d. To pay for a penalty or fine;
 - e. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;
 - f. To pay for a response cost at a brownfields site for which the recipient of the grant or subgrant is potentially liable under CERCLA § 107;
 - g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
 - h. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Part 225 for state, local and tribal governments, as applicable. .
2. Under CERCLA § 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under 2 CFR Part 225 for state, local and tribal governments, as applicable..
- a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements for Grants* contained in 40 CFR Part 31. Direct costs for grant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grant recipient is required to carry out the activity under the grant agreement.
 - b. Ineligible grant administration costs include direct costs for:
 - (1) Preparation of applications for brownfields grants;
 - (2) Record retention required under 40 CFR 31.42;
 - (3) Record-keeping associated with supplies and equipment purchases required under 40 CFR 31.32 and 31.33;
 - (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 40 CFR 31.30;
 - (5) Maintaining and operating financial management systems required under 40 CFR 31;
 - (6) Preparing payment requests and handling payments under 40 CFR 31.21;
 - (7) Non-federal audits required under 40 CFR 31.26 and OMB Circular A-133; and
 - (8) Close out under 40 CFR 31.50.
3. Cooperative agreement funds may not be used for any of the following properties:
- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);

- b. Facilities subject to unilateral administrative orders, court orders, administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
- d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

C. Interest -Bearing Accounts and Program Income

1. In accordance with 40 CFR 31.25(g)(2), the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the assessment CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterization, clean up planning or other activities when the costs for the activity is charged to this agreement.
2. The CAR must deposit advances of grant funds and program income (i.e. fees) in an interest bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 40 CFR §31.21(i) to remitting interest on advances to EPA on a quarterly basis.
 - b. Interest earned on program income is considered additional program income.
 - c. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 40 CFR 31.21(f).

IV. ASSESSMENT ENVIRONMENTAL REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfields assessment, the CAR shall comply with 40 CFR Part 31.45 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

C. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA approved work plan. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows assessments are complete.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's standard for all appropriate inquiries. The CAR shall utilize the practices in ASTM standard E1527-13 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule "All Appropriate Inquiries Rule: Reporting Requirements Checklist for Assessment Grant Recipients", (Publication Number: EPA 560-R-11-030). This does not preclude the use of grant funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.

2. All Appropriate Inquiries (AAI) final reports produced with funding from this agreement must comply with 40 C.F.R. Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed "Reporting Requirements Checklist" that EPA's Project Officer will provide to the recipient. The checklist also is available to grantees on the EPA website at www.epa.gov/brownfields.

- a. An **opinion** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
- b. An identification of "**significant**" **data gaps** (as defined in 40 C.F.R. 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
- c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

· "[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part."

· "[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

Note: Please use either "I" or "We."

- d. In compliance with §312.31(b), the environmental professional must include in the final report an **opinion regarding additional appropriate investigation** , if the environmental professional has such an opinion.
3. EPA may review checklists and AAI final reports for compliance with the AAI regulation

documentation requirements at 40 CFR part 312 (or comparable requirements for those using ASTM Standard 1527-05). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 40 CFR 31.43(a)(2). If a recipient willfully fails to correct the deficiencies the Agency may consider other available remedies under 40 CFR 31.43 and 2 CFR Part 180.

V. Conflict of interest: Appearance of lack of Impartiality

A. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subgrants that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subgrant to a subgrant recipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

- (i) The affected party,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subgrant recipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subgrant recipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VI. PAYMENT AND CLOSEOUT

A. Payment Schedule

DRAFT Assessment T&C 5/20/05

1. The CAR may request payment from EPA pursuant to 40 CFR §31.21(c)..

B. Schedule for Close-out

1. Close-out will be conducted in accordance with 40 CFR 31.50. EPA will close out the award when it determines that all applicable administrative actions and all required work of the grant have been completed.

2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.

- a. The CAR must submit the following documentation:

1. The Final Report as described in II.F.
2. A Final Federal Financial Report (FFR - SF425). Submitted to:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bld C, Rm 503
Las Vegas, NV 89119
Fax: (702) 798-2423
<http://www.epa.gov/ocfo/finservices/payinfo.html>

3. A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional office.

- b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.

The grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.

2. NATIONAL HISTORIC PRESERVATION ACT

Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the grantee shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable shall assist EPA in complying with any requirements of the Act and implementing regulations.

3. ENVIRONMENTAL RESULTS - RECIPIENT PERFORMANCE REPORTING

Recipients subject to 40 C.F.R. Part 31 (other than recipients of State or Tribal Program grants under 40 C.F.R. Parts 35 Subparts A or B)

Performance Reports:

In accordance with 40 C.F.R. §31.40, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs.

In accordance with 40 C.F.R. § 31.40 (d), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

4. GEOSPATIAL DATA STANDARDS

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

5. VOLUNTARY COST-SHARE OR OVERMATCH

This award and the resulting federal funding of **\$600,000** is based on estimated costs requested in the recipient's application dated July 08, 2014. Included in these costs is a voluntary cost-share contribution of \$62,463 by the recipient in the form of a voluntary cost-share or overmatch (providing more than any minimum required cost-share) that the recipient included in its proposal dated July 08, 2014. The recipient must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the

estimates in the recipient's application, EPA's participation shall not exceed the total amount of federal funds awarded.

If the recipient fails to provide the voluntary cost-share contribution during the period of award performance, and does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost-share or overmatch the recipient described in its proposal dated **July 08, 2014** EPA may take action as authorized by 40 CFR Parts 30 or 31 and/or 2 CFR Part 180 as applicable.

X.C

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PARTIAL REDEMPTION OF TWO ISSUES OF
VILLAGE OF GERMANTOWN GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, on June 15, 2005 the Village of Germantown, Washington County, Wisconsin (the "Village") issued its \$5,505,000 General Obligation Refunding Bonds (the "2005 Bonds");

WHEREAS, the 2005 Bonds are subject to call and prior redemption on March 1, 2016 or any date thereafter;

WHEREAS, on August 6, 2009 the Village issued its \$2,110,000 General Obligation Refunding Bonds (the "2009 Bonds");

WHEREAS, the 2009 Bonds are subject to call and prior redemption on September 1, 2016 or any date thereafter;

WHEREAS, the 2005 Bonds and the 2009 Bonds refunded prior issues that funded costs of the Village's Tax Increment District No. 5 ("TID No. 5");

WHEREAS, the Village Board deems it to be necessary, desirable and in the best interest of the Village to proceed with the partial redemption of the 2017 and 2018 maturities of the 2005 Bonds on March 4, 2016 (the "2005 Bond Redemption");

WHEREAS, the Village Board deems it to be necessary, desirable and in the best interest of the Village to proceed with the partial redemption of the 2017 and 2018 maturities of the 2009 Bonds on September 1, 2016 (the "2009 Bond Redemption" and together with the 2005 Bond Redemption collectively referred to as the "Bond Redemption");

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization of the Bond Redemption. For the purpose of paying the cost of the 2005 Bond Redemption the Village shall use TID No. 5 funds on hand to redeem \$95,000 of the 2017 maturity and \$105,000 of the 2018 maturity of the 2005 Bonds on March 4, 2016. For the purpose of paying the cost of the 2009 Bond Redemption the Village shall use TID No. 5 funds on hand to redeem \$80,000 of the 2017 maturity and \$75,000 of the 2018 maturity of the 2009 Bonds on September 1, 2016.

Section 2. Redemption of the 2005 Bonds and the 2009 Bonds. The Village hereby calls \$95,000 of the 2017 maturity and \$105,000 of the 2018 maturity of the 2005 Bonds on March 4, 2016 (the "2005 Bond Redemption Date"). The Village hereby directs the Village Clerk to cause a notice of such redemption, in substantially the form attached hereto as Exhibit A, to be given at least thirty days prior to the 2005 Bond Redemption Date to the Depository Trust Company, the securities depository for the 2005 Bonds. The Village hereby calls \$80,000 of the 2017 maturity and \$75,000 of the 2018 maturity of the 2009 Bonds on September 1, 2016 (the "2009 Bond Redemption Date"). The Village hereby directs the Village Clerk to cause a

notice of such redemption, in substantially the form attached hereto as Exhibit B, to be given at least thirty days prior to the 2009 Bond Redemption Date to the Depository Trust Company, the securities depository for the 2009 Bonds.

Section 3. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village or any parts thereof in conflict with the provisions hereof shall be and the same are hereby rescinded insofar as they may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 1st day of February, 2016.

Dean M. Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk

(SEAL)

Introduced by:

Adopted: February 1, 2016

Vote: Ayes: Nays: Absent:

EXHIBIT A

NOTICE OF PARTIAL REDEMPTION*

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY, WISCONSIN

\$5,505,000 GENERAL OBLIGATION REFUNDING BONDS
DATED JUNE 15, 2005

NOTICE IS HEREBY GIVEN that the following maturities of the above-referenced issue have been called for prior payment in part on March 4, 2016 (the "Redemption Date"):

<u>Maturity Date</u>	<u>Principal Amount Redeemed</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>
03/01/2017	\$ 95,000	3.850%	374118RB5
03/01/2018	105,000	3.850%	374118RC3

The Depository Trust Company, New York, New York, is the securities depository for said Bonds. The holders of said Bonds will be paid the principal amount of the Bonds plus accrued interest to the Redemption Date.

Said Bonds will cease to bear interest on March 4, 2016.

By Order of the Village Board

Barbara K.D. Goeckner,
Village Clerk

Dated February 1, 2016

* To be sent to The Depository Trust Company, Call Notification Department, Muni Reorganization Manager, 711 Stewart Avenue, Garden Village, New York 11530, the securities depository for the Bonds, not less than thirty (30) days nor more than sixty (60) days prior to the Redemption Date by registered or certified mail, or overnight express delivery. Also to be sent to XL Capital Assurance Inc., New York, New York which insured the Bonds.

EXHIBIT B

NOTICE OF PARTIAL REDEMPTION*

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY, WISCONSIN

\$2,110,000 GENERAL OBLIGATION REFUNDING BONDS
DATED AUGUST 6, 2009

NOTICE IS HEREBY GIVEN that the following maturities of the above-referenced issue has been called for prior payment in part on September 1, 2016 (the "Redemption Date"):

<u>Maturity Date</u>	<u>Principal Amount Redeemed</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>
09/01/2017	\$80,000	3.000%	374118UJ4
09/01/2018	75,000	3.100	374118UK1

The Depository Trust Company, New York, New York, is the securities depository for said Bonds. The holders of said Bonds will be paid the principal amount of the Bonds plus accrued interest to the Redemption Date.

Said Bonds will cease to bear interest on September 1, 2016.

By Order of the Village Board

Barbara K.D. Goeckner,
Village Clerk

Dated February 1, 2016

* To be sent to The Depository Trust Company, Call Notification Department, Muni Reorganization Manager, 711 Stewart Avenue, Garden Village, New York 11530, the securities depository for the Bonds, not less than thirty (30) days nor more than sixty (60) days prior to the Redemption Date by registered or certified mail, or overnight express delivery.

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: February 1, 2016

AGENDA ITEM: New Business

ITEM TITLE: Agreement with K-Consult LLC to Assist Village Staff With
Negotiating New Agreements for Telephone Service

SUBMITTED BY: Dave Schornack, Village Administrator

SUMMARY EXPLANATION:

There are several AT&T agreements for telephone service that expire this year. In the past, the Village has hired Joe Kitzinger of K-Consult LLC to assist Village staff with negotiating new agreements. Attached is a proposed agreement with K-Consult LLC. The hourly rate for this service is \$175 per hour. Joe Kitzinger estimates that 8 to 20 hours of the consultant's time will be needed. The agreement has a not-to-exceed clause of 20 hours or \$3,500. This rate includes all expenses that the consultant might incur.

This item did not receive a positive recommendation from the General Government & Finance Committee. The motion died on a 2-2 vote.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER X

- Proposed agreement with K-Consult LLC
- Letter of Agency/Authorization for the purpose of gathering information and Processing Adds, Moves, Changes and Disconnection of Services

RECOMMENDATION:

As the Village Board desires.

The motions that were before the General Government & Finance Committee which did not receive approval are stated below.

Motion to forward on to the Village Board a positive recommendation to enter into an agreement with K-Consult LLC to assist Village staff with negotiating new agreements for telephone service at a cost of \$175 per hour with a not-to-exceed amount of \$3,500.

Motion to authorize the Village Administrator to sign a "Letter of Agency/Authorization for the purpose of gathering information and Processing Adds, Moves, Changes and Disconnection of Services."

Statement of Work

Client: Village of Germantown, Wisconsin

Project: Assist the Village of Germantown, Wisconsin with contract renewals for AT&T lines circuits and long distance services that may be at or near contract expiration.

Consultant: K-Consult, LLC

Start Date: January 18, 2016 to January 18, 2017.

Reporting Manager/Executive Sponsor: Dean Wolter-Village Board President

Project Objectives: The Village of Germantown's telecommunications contractual agreements with AT&T are at or near contract expiration. K-Consult, LLC will work with existing vendor AT&T to renew Village of Germantown AT&T existing lines, circuits and long distance services. K-Consult, LLC will work directly with AT&T to get the Village of Germantown into new contracts that best benefit the Village of Germantown. The goal of this project will be cost reduction (if possible) to get the Village of Germantown's AT&T services under contract for another 2-5 year term.

- The Village of Germantown will provide K-Consult, LLC with copies of existing AT&T invoices.
- The Village of Germantown will provide K-Consult, LLC with a signed LOA (Letter of Authorization) to request information from AT&T and to work with and negotiate with AT&T for contract renewals.
- K-Consult, LLC will meet and/or work with incumbent telecom vendor AT&T to obtain Customer Service Records (CSR's) on behalf of Village of Germantown.
- K-Consult, LLC will work directly with incumbent vendor AT&T on behalf of the Village of Germantown to arrange meetings with AT&T and/or the Village of Germantown and to negotiate renewal pricing of existing services.
- K-Consult, LLC will provide Village of Germantown recommendations and suggestions on the renewal contracts where additional cost savings and improvements may be realized.
- K-Consult, LLC will review any AT&T renewal contracts for the Village of Germantown.
- K-Consult, LLC will conduct follow-up audits of all newly contracted renewal services at 3 and 6 months after initial audit at no additional cost to the Village of Germantown. If needed, K-Consult, LLC will work with vendors to correct outstanding billing issues derived from initial audit.

Investment: The Village of Germantown will be billed by K-Consult, LLC on an hourly basis at a rate of \$175.00 per hour. K-Consult, LLC estimates this project will take 8-20 hours. This engagement is not to exceed 20 hours or \$3,500.00. This rate includes all expenses incurred for this engagement.

- K-Consult, LLC will not be held liable for any errors and inadvertent omissions. Any errors and inadvertent omissions shall not prejudice the obligations of either party under this contract but shall be rectified immediately upon discovery.
- Payment for services is net due. A late fee of 1.5% per month will be assessed for any late payments to K-Consult, LLC.

Acceptance

IN WITNESS WHEREOF, the parties hereto have caused this proposal to be executed by their respective authorized representatives.

Village of Germantown

Accepted and Agreed to by:

Signature of Village of Germantown Representative

Date:

Dean Wolter

Printed Name

Village Board President

Title

K-Consult, LLC

Signature of K-Consult, LLC. Representative

Date:

Joseph Kitzinger

Printed Name

Managing Member

Title



January 18, 2016

Letter of Agency/Authorization for the purpose of gathering information and Processing Adds, Moves, Changes and Disconnection of Services.

Telecommunications Carriers, Equipment Vendors and Maintainers, and Consultants:

Grant of Agency Authority. This letter authorizes K-Consult, LLC and to act as **our agent for the purpose of gathering information, processing adds, moves, changes and disconnection of services and/or requesting contractual agreements** from **AT&T** who has provided service to us. We hereby request that you make available to our agent, K-Consult, LLC, all Customer Proprietary Network Information and other subscriber information, as K-Consult, LLC may request on our behalf, including but not limited to our current credit history and billing information.

K-Consult, LLC Defined. For purposes of this grant of agency and authorization, K-Consult, LLC is defined as K-Consult, LLC and/or any of its affiliated companies

Release. You are hereby released from any and all liability for making information available, processing adds, moves, changes and disconnection of services to K-Consult, LLC in reliance on this authorization. This authorization will remain in effect until modified or rescinded in writing by the undersigned.

K-Consult, LLC hereby authorized to request information and to make changes to all AT&T circuits and services including the following AT&T Account Numbers listed below and any additional AT&T Account Numbers not listed.

- 262 242-9169 420 2
- 262 250-1553 423 0
- 262 253-8270 500 6
- 262 628-3170 284 2
- 262 677-2177 299 2
- 262 R53-1234 123 2
- 414 Z45-6338 852 5
- Invoice BAN 860531174
- Invoice BAN 860399923

Customer/Company Name

Authorized Customer Signature

Dave Schornack
Printed Name

Village Administrator
Title

January 18, 2016

Dated

X.E

**VILLAGE OF GERMANTOWN
2016 CAPITAL PURCHASES FUND 40 ITEMS -**

ITEM DESCRIPTION	PROJECT/ EQUIPMENT	FUNDING SOURCE				ITEMS TO BE BORROWED FOR
		CAPITAL/GENERAL RESERVE	GRANTS	REVENUE FROM FIXED ASSET SALES	IMPACT FEE SPECIAL REVENUE	
2015 Projects unbudgeted Interest, etc						
POLICE DEPARTMENT						
Replace Roll Call Room Furniture and interview room	20,000					20,000
ProPhoenix Enhancement - Citizen & Court Interface	17,000					17,000
Upgrade Video Security of PD Complex	50,000					50,000
Replace 9-1-1 System	161,000					161,000
Replace Chief's Squad	34,000					34,000
						0
TOTAL POLICE DEPARTMENT	282,000	0	0	0	0	282,000
FIRE DEPARTMENT						
New Ambulance	250,000					250,000
Tender \$300,000 remove COW 9/29/15						0
						0
TOTAL FIRE DEPARTMENT	250,000	0	0	0	0	250,000
DPW ADMINISTRATION AND ENGINEERING						
Ditch Enclosures - Crestview	60,000					60,000
Ditch Enclosures - Happy Hollow/Whitehorse	60,000					60,000
DOT Donges Bay Design Payback - Remove	43,400					43,400
						0
TOTAL DPW ADMINISTRATION AND ENGINEERING	163,400	0	0	0	0	163,400
HIGHWAY DEPARTMENT						
Tandem Axle Patrol Truck	210,000	-30,000				180,000
Singel Axle Patrol Truck	190,000					190,000
Tractor w/ Sweeper & blade	70,000					70,000
Asphalt Paving	1,500,000					1,500,000
Traffic Signal Cabinet Equipment upgrades County Line Rd	25,000					25,000
						0
TOTAL HIGHWAY DEPARTMENT	1,995,000	-30,000	0	0	0	1,965,000
PARKS & BLD & GROUNDS						
Replace Concrete Approach - North, Fire Station 2	85,000					85,000
Chipper	80,000					80,000
						0
TOTAL PARKS & Bld & GROUNDS	165,000	0	0	0	0	165,000
RECREATION						
Alt Bauer & Haupt Strasse Tennis Courts	65,000					65,000
Alt Bauer Park Playground Equipment	85,000					85,000
						0
TOTAL RECREATION	150,000	0	0	0	0	150,000
GRAND TOTAL	3,005,400	(30,000)	0	0	0	2,975,400

Borrowing Costs	37,450	37,450
	based on 2015 note	3,012,850

Estimate amount to use from year end G/F	For review	DOT - G/F Cash	-43,400
Approximately \$312,930		G/F Cash	-96,000
		2015 Capital c/o	-163,775
		2018 LRIP	-41,204
			2,668,471
		Approx Borrowing	2,670,000

DOT Payback \$216,929.52
2 year payback \$9,038.73 per month
2016 \$108,464.76
2017 \$108,464.76

Use of Existing Capital Funds to Offset 2016 Debt

Source & Purpose	Department	Account #	Amount
Freistadt & Maple Signalization - Offset Ditch Enclosures 2016	Engineering	40-541-570-8909	100,000
Prior Pilgrm Rd Borrowing	Engineering	40-541-570-8911	13,000
Prior Flooding Mitigation	Engineering	40-541-570-8902	47,000
Call TIF Debt Interest Savings		TIF 5 Interest	3,775

163,775

Budget Amendment Resoution

DRAFT

Carry Over Projects & Equipment Purchases - 2015 to 2016

Capital Projects Fund

Account	Department	Description	Purpose	Amount
40-542-570-8850	Highway	Street Improvements	Signal Upgrade County Line	27,653
40-553-570-8520	Parks	Vehicles	1 Ton Truck - Delivery Feb	34,452
40-542-570-8810	Highway/Engineering	Asphalt paving includes Freistadt Rd improvements account \$59,000	Asphalt Paving	335,624
40-541-570-8900	Engineering	Pilgrim Road	Pilgrim Road	5,000
40-521-570-8430	Police Dept	Communication	2017 Audio Logger & Phone	5,168
				407,897

Use of Existing Capital Funds to Offset 2016 Debt

Account	Department	Description	Purpose	Amount
40-541-570-8909	Engineering	Freistadt & Maple Signalization	Offset Ditch Enclosures 2016	100,000
40-541-570-8911	Engineering	Prior Pilgrm Rd Borrowing		13,000
40-541-570-8902	Engineering	Prior Flooding Mitigation		47,000
TIF 5		Call TIF Debt Interest Savings		3,775
				163,775

General Fund

Account	Department	Description	Purpose	Amount
10-563-530-4400	Planning	Contracted Services	Zoning Map	32,318
10-513-570-8100	Clerk	Misc Equipment	Voting Machine	3,600
10-522-530-5400	Fire	Equip Repair & Maintenance	Fire Dept Equip Repair	3,960
10-519-570-8242	Building & Grounds	Major Repairs - DPW Bldg	Feasability Study Shop Expansion	5,000
10-553-570-8100	Parks	Misc Equipment	Plow for Truck #301 - Delivery exp Feb	7,000
10-567-530-7950	Municipal Development	Tourism	Unspent Hotel/Motel Tax Revenue	51,372
	Library	Library County Expense	Unlapsing County Library Revenue	60,000 est
10-541-570-8200	Engineering	DOT Donges Bay Payack \$108,464.76 per year	DOT Donges Bay Payack	216,930
	Various	Move to Capital Fund (40)	Cover Police Cap. Projects other than 9-1-1 System & Hwy Cty Line Signal	96,000
				476,180

**VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: Monday, February 1, 2016

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Hire Fulltime Senior Coordinator

SUBMITTED BY: Mark Schroeder, Park & Recreation Director 

SUMMARY EXPLANATION:

On January 20, 2016, Katie Rodger was promoted to the position of Recreation Supervisor with the department. Katie has been serving as Senior Coordinator since April 2014.

The Senior Coordinator position is responsible for the development, implementation, and oversight of recreation programming for senior adults, including cultural arts, physical fitness, health workshops, human services, trips, speakers, special events and special interest classes, as well as supervision of the Senior Center and its property.

In order to maintain department services with the least possible impact to the Seniors of the community, the department is seeking to fill the vacancy as soon as possible. The goal is to have the new employee hired by March 21, 2016. Until this position is filled, Katie will continue to serve as Senior Coordinator, in addition to fulfilling the duties and responsibilities associated with her new position as Recreation Supervisor. I want to recognize Katie for her fine work and dedicated service to the Seniors of the community, and extend a note of thanks for her assistance with the upcoming transition process.

Due to the timing of this staffing change, department staff is bringing this item directly to the Village Board for review and approval.

ATTACHMENT:

Employee Vacancy Justification Worksheet
Senior Coordinator Position Description
Park & Recreation Department Organizational Chart

RECOMMENDATION:

To authorize the hiring of the Village's Senior Coordinator position.

EMPLOYEE VACANCY JUSTIFICATION WORKSHEET

All positions left vacant by retirement, quitting, or termination need to complete the following worksheet before the vacant position may be advertised or filled. This worksheet shall not pertain to temporary, seasonal, and sworn public safety employees.

Position to be filled: Senior Coordinator

Department: Park & Recreation

Pay: Pay Grade 7: \$33,847 – \$41,638 (Current \$35,362)

How long was the previous personnel in position: 2 years of employment (4 years Full-time in the profession)

Can the Position be:

Deferred for a period of time? ☐ Yes ☒ No:

Why: The current employee started a new position within the department on January 25, 2016, and will be fulfilling the duties and responsibilities of two positions for the next two months. The Senior Center is a stand alone facility that operates Monday-Friday from 8:00 a.m. to 4:30 p.m. with evening and weekend rentals. The Center is managed by one person, with assistance from a part-time secretary (12 hours/week), and many volunteers. In addition to managing the day to day operations at the center, the Senior Coordinator develops, implements, and oversees recreation programming, including cultural arts, physical fitness, health workshops, trips, speakers, and special events. It is imperative the position is filled quickly to maintain department operations, and service to the seniors of the community. The goal is to have a person in place by April 2016.

Transferred or shared with existing staff: ☐ Yes ☒ No:

Why: It is not feasible to transfer or share the position with other Departments as workloads dictate a standalone full-time position. This position requires the individual to master the many Department's procedures and regulations, as well as managing the stand alone facility, and developing and overseeing the wide variety of programs and services to the Seniors of the community.

Consolidated with another position? ☐ Yes ☒ No:

Why: The position cannot be consolidated as workloads dictate a fulltime position.

Privatized/Contractual? ☐ Yes ☒ No:

Why: The position reports directly to the Department Director. The position is required to follow department policies and assigned duties. With the wide variety of tasks, skills required, hours of employment, and outreach to the community, services could not be provided by contracting out this position.

Attach current job description and department organizational chart.

Made Huedey

Department Director

Signature/Approval

[Signature]

Village Administrator
Signature/Approval

1/25/2016

Date

1-25-16

Date

**Village of Germantown
Position Description**

Job Title: Senior Coordinator
Department: Park and Recreation
Reports To: Park and Recreation Director
Compensation Plan: Non-Union
FLSA Status: Exempt
Selection: Park and Recreation Director

GENERAL STATEMENT OF DUTIES:

Develop, implement, and oversee a community recreation program for senior adults, including cultural arts, physical activities, health activities, human services, trips, special events and special interest programs, and oversees the Senior Center and its property.

DISTINGUISHING FEATURES OF THE CLASS:

The employee in this position is responsible for a number of varied duties which require the ability to learn the systems and protocols to which it is assigned, and competence in the operation of equipment found there. The employee in this position works under the direction of the Park and Recreation Director but is expected to initiate and carry out daily projects. The employee in this position must be able to coordinate work on several projects and at times work under pressure. The Park and Recreation Director is available for guidance on difficult and non-recurring problems.

SUPERVISION RECEIVED:

Under the supervision of the Park and Recreation Director.

SUPERVISION EXERCISED:

The employee will supervise a part-time secretary & volunteers.

EXAMPLES OF DUTIES PERFORMED:

This list of duties and responsibilities is not all inclusive and may be expanded to include other duties and responsibilities, as management may deem necessary.

- Develop, organize and coordinate the implementation of community recreation and human service programs for senior adults, and classes, workshops, trips and activities for senior adults engaged in recreation programs and co-sponsored programs.
- Serve as spokesperson to public, media, business, and governmental inquiries about the Germantown Senior Center and senior adult programs, and promote interests and provide information regarding recreation programs to school officials, other recreation officials, community service groups, other departments, and general public.
- Supervises, coordinates, assigns, trains, evaluates, disciplines, and certifies recreation staff and volunteers in the development and implementation of community

recreation programs, and provides personnel recommendations and guidance to the Director regarding assignments, staffing, productivity, discipline and other personnel issues. Investigates personnel or volunteer issues and issues reprimands and makes recommendations for more serious disciplinary action or separation.

- Advises Director regarding matters involving budgeting, purchasing, personnel, and labor relations.
- Coordinates and maintains records of the Senior Center and its programs.
- Assists in developing and administering the Senior Center budget and monitors budget activities throughout the year.
- Advise the Director and other Coordinators regarding Senior Center business and meet with management personnel regarding Department supervisor matters.
- Coordinates and assists in the recruitment, interviewing, and selection of employees and volunteers and recommend the hiring or selection of specific candidates for employment or volunteer status.
- Oversees the property and facilities of the Senior Center and recommends improvements and modifications to equipment and facilities.
- Serves as the Village liaison and works collaboratively with the Senior Club, senior housing developments, Washington County agencies and other entities.
- Serve as a member of various committees, as assigned.
- Attend public meetings and advise the Board and committees.
- Purchase, request, maintain and disseminate equipment to facilities and staff.
- Prepare trip brochures, letters, posters, weekly news releases, flyers, monthly newsletter and related communications regarding adult programs.
- Coordinate daily transportation services for adults as well as for field trips and other excursions.
- Provide information and referral services for a variety of social services to adults in the community.
- Perform a variety of clerical functions as needed to accomplish work routines as follows, including filing; posting and or logging information to manual or automated records; processing mail; ordering supplies; duplicates and distributes materials; collating and assembling documents; and photocopying, scanning and faxing documents.
- Coordinate registration for senior programs and assist in Department registration.
- Coordinate monthly senior informational meeting.
- Perform a variety of miscellaneous duties such as answer telephone inquiries, as well as receive and assist visitors at the Senior Center, including answering questions and basic customer relations; responds to inquiries from employees, citizens and others and refers, when necessary, to appropriate persons; running errands; picking up supplies as needed for activities; making arrangements for rental and use of Senior Center; helping set up tables and chairs for classes; handle concerns regarding Recreation programs or other public services.
- Perform other duties, tasks and responsibilities as assigned.
- Ability to provide first-line supervision.
- Ability to persuade, convince, and train others.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge,

skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

- High school diploma or equivalent, and seven years increasingly responsible experience, or any equivalent combination of related education and experience, in recreation, geriatrics, social work or related work, that provides requisite knowledge, skills and abilities for this position; or
- An Associate's or Bachelor's Degree from an accredited school in recreation, geriatrics, social work, or a closely related field and two years increasingly responsible experience in recreation, geriatrics, social work or related work, that provides requisite knowledge, skills and abilities for this position; and
- Position requires a valid WI driver's license & certification in CPR, AED and First Aid.

Supervisory Skills

- Ability to advise and provide interpretation regarding the application of policies, procedures, and standards to specific situations.
- Ability to instruct, assign, review and evaluate the work of others, and ability to discipline employees.
- Ability to develop and convey orders and instructions.
- Ability to counsel, mediate, and provide supervision and to maintain positive working relationships and supervisor-subordinate relationships.

Language Skills

- Ability to professionally communicate orally and in writing with the Department Director, staff, volunteers, other Village departments, and officials, community groups, Chamber of Commerce, schools, local businesses, media, and the public.
- Ability to comprehend and interpret complex data and information, such as Budgets and Contracts, using established criteria, in order to determine consequences and to identify and select alternatives. Ability to compare, count, differentiate, measure, copy, record and transcribe data and information. Ability to classify, compute, tabulate, and categorize data.
- Ability to communicate in a manner to persuade, convince, and/or train others and to advise, interpret and apply policies, procedures and standards to specific situations.
- Ability to utilize and apply a variety of advisory data and information such as code manuals, Village ordinances, directories, policies, State statutes, procedures, guidelines and non-routine correspondence.
- Ability to prepare a variety of documents including reports, budgeting documents, personnel documents, and program documents

Mathematical Skills

- Ability to calculate percentages, fractions, decimals, volumes, ratios, present values, and spatial relationships. Ability to interpret basic descriptive statistical reports.

Reasoning Ability

- Ability to use functional reasoning in performing influence functions.

- Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory and/or judgmental criteria.
- Ability to work well under pressure and handle stressful situations, to organize work and set priorities, managing time and resources to meet deadlines and changing demands within the entire operation of administrative services, perform duties with a minimum of supervision.

Other Qualifications

- Proficiency in typing, 10 key calculator, computers and electronic data processing.
- Working knowledge of modern office practices and procedures and Microsoft Office, including Word, Excel, PowerPoint and Outlook.
- Ability to effectively meet and deal with the public.
- Artistic and creative skills desirable.
- Ability to perform bookkeeping duties accurately.
- Ability to work effectively in cooperation with fellow employees as a member of the supervisory team.
- Ability to work in and maintain an environment that may deal with sensitive and confidential information.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; stand for long periods; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms.
- Specific vision abilities required by this job include close vision, ability to adjust focus, and the ability to sustain prolonged visual concentration.
- Requires the ability to operate, maneuver and or provide simple but continuous adjustment on equipment, machinery and tools such as computer and other office machines, and or materials used in performing essential functions.
- Ability to coordinate eyes, hands, feet and limbs in performing slightly skilled movements such as typing and to operate various pieces of office equipment.
- Ability to recognize and identify degrees of similarities and differences between characteristics of colors, shapes and textures associated with job-related objects, materials and tasks.
- The employee must exert light physical effort in sedentary to light work, occasionally involving lifting, carrying, pushing, pulling, crouching, crawling, kneeling, stooping and or moving up to 50 pounds.

WORK ENVIRONMENT:

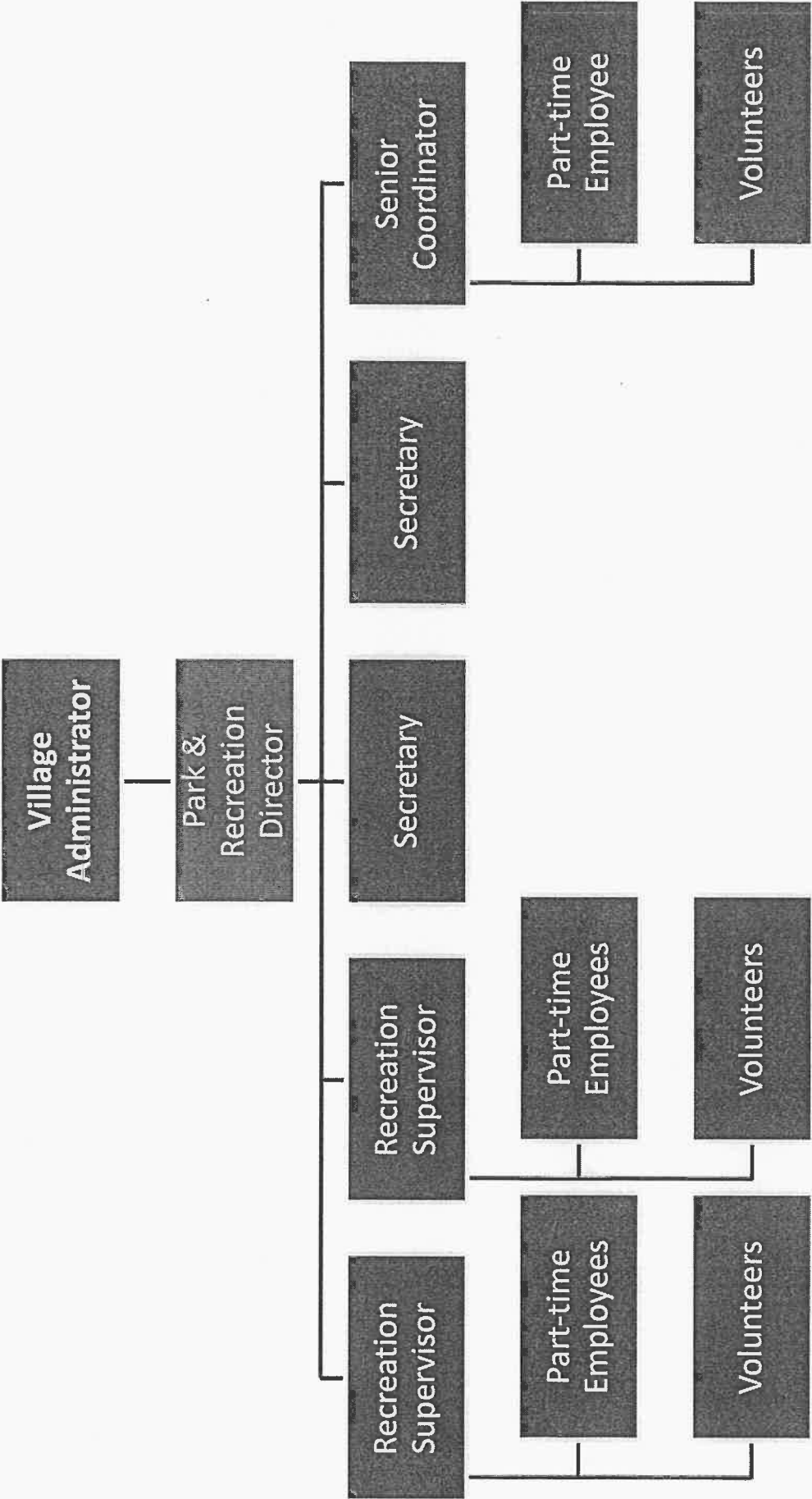
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The noise level in the work environment is moderately quiet.
- Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use, irate individuals and intimidation may cause discomfort and poses limited risk of injury.

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.

PARK & RECREATION DEPARTMENT ORGANIZATION CHART



X. G

BUSINESS OF THE VILLAGE BOARD OF TRUSTEES
GERMANTOWN, WI
Fire Department

MEETING DATE: February, 2016

AGENDA ITEM: New Business

ITEM TITLE: Purchase 5 Recliners for Fire Station #2

SUBMITTED BY: Chief Gary L. Weiss

SUMMARY EXPLANATION: As part of the Fire Departments Budget (line item 10-522-570-8100) is the purchase of 5 recliners for Fire station #2. I am recommending purchase the chair from Fire Station Outfitters; they build the chair designed to withstand "fire station life". MFFD just replaced their chairs from this company and are completely satisfied with them. Several of our firefighters have stopped at MFFD Station 1 and looked at the chairs and liked them.

Cost- \$690.00 each-discounted to \$675.00. Total Cost \$3,375.00.

Additionally, I would like an additional \$500.00 for a TV wall mount, Dining Room Table and Chairs.

Total Request for \$3875.00. This is \$625 below the budgeted amount.

ATTACHMENT: ORDINANCE___ RESOLUTION___ OTHER__X__

Estimate for Chairs

RECOMMENDATION:

Approval of Request.



Fire Station Outfitters

PO Box 175

Empire, CA 95319

dave@firestationoutfitters.com

888-380-2345

Cell 209-596-5524

Fax 209-575-2143

December 28, 2015

Germantown Fire Department
Gary Weiss

Quote for;
5 recliners,
\$690.00 discounted to \$675.00

Total \$3375.00

This price includes basic shipping and handling.

(All Fire Station Outfitter Recliners are sold exclusively by Fire Station Outfitters and cannot be purchased in retail outlets.)

Tax ID Number 27-1520313

Dave
Fire Station Outfitters
dave@firestationoutfitters.com

XTREME Seating – Quality Built – Made in the USA

Firestationoutfitters.com

dave@firestationoutfitters.com