VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING:	**REGULAR MEETING OF THE VILLAGE BOARD**
DATE AND TIME:	**MONDAY, March 7, 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: February 1, 2016 and Special Village Board Minutes: February 23, 2016

B. Accounts payable/payroll

1.	February 25, 2016	Accounts Payable	$1,398,666.44
2.	February 23, 2016	Payroll (hourly)	$ 206,931.77
3.	February 29, 2016	Payroll (salary)	$ 79,259.00
4.	February for 2015	Accounts Payable	$ 26,877.33

C. Operator Licenses: March 8, 2016 – June 30, 2016: [Recommended Approval] Heidi S. Casetta, Margaret A. Casey, Rose G. Dobrogowski, Alan R. Marquardt, Ejaz Rasool

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

D. **Resolution No. xx-16** Resolution to Charge off 2014 Delinquent Personal Property Tax [Recommended Approval]

E. **Resolution No. xx-16** Resolution Approving Amendments to the 2016 Budget – Capital Account and General Fund Carry Over [Recommended Approval]

VII. CONSENT AGENDA continued:

F. State of Wisconsin Debt Collection Agreement – Ambulance Billing Collections [Recommended Approval]

G. Vantage Trust II Multiple Collective Investment Funds Trust – VantageCare Retirement Health Savings Plan [Recommended Approval]

H. 2016 Payment of $10,000 to Economic Development Washington County [Recommended Approval]

I. **Resolution No. xx-16** Resolution Establishing a Fee Schedule for Weights & Measures Devices Required Under Section 12.26 of the Municipal Code

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

J. **Resolution No. xx-16** Village Labor and Equipment Rates for 2016 [Recommended Approval]

K. Agreement with General Communications at a Cost of $1,360 per Year for Maintenance of the Village's Radio System for Three Times Per Year with an Hourly Rate of $90/hr. for Actual Repairs During Term of Agreement [Recommended Approval]

L. Pay Invoice for CTW Corporation, in the Amount of $14,986.00 for Pump Repair at Well #2 [Recommended Approval]

M. Contract with Washington County Highway Dept. to Paint Edge Lines and Centerlines on Village Streets with Funds to be Allocated from Account #10-542-530-3540 [Recommended Approval]

N. Purchase of Crack Filling Material for Village Roads from Sherwin Industries at a Cost of $.5554 Per Pound not to Exceed $24,000 with Funds to be Allocated from Acct. #10-542-530-3505 [Recommended Approval]

O. Purchase of New Vermeer BC1500 Wood Chipper from Vermeer of Wisconsin for Cost not to Exceed $56,165.00 and Contingent Upon Village Borrowing Approvals with Funds to be Allocated from Acct. #40-553-570-8530 [Recommended Approval]

P. Purchase of New Hydraulic Box Hoist System from Casper Truck for Public Works Department in an Amount not to Exceed $6,342.46 with Funds to be Allocated from Acct. #10-542-570-8100 [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).*** None

X. NEW BUSINESS:

A. **Resolution No. xx-16** Resolution Authorizing the Borrowing of Not to Exceed $4,500,000; And Providing for the Issuance and Sale of General Obligation Promissory Notes Therefor

B. Purchase of New Police Squad Vehicle and Equipment with Installation

C. Germantown Soccer Club – Field Usage Agreement 2016-2018

D. **Resolution No. xx-16,** Resolution for Village Endorsement of the Comprehensive Economic Development Strategy (CEDS) for Southeastern Wisconsin: 2015-2020

X. **NEW BUSINESS continued:**

E. **Resolution No. xx-16,** Approving the Salaries and Compensation for Exempt Employees and other Non-Represented Support Staff

F. Request to Award Contract to Payne & Dolan for $1,897,276.99 for 2016 Road Projects

G. Request to Award Contract for 2016 Lannon-Appleton Water Main Extension Phases #2 & #3 Project

H. Request to Award Contract for 2016 TID #6 Phase #1 Grading & Erosion Control Project

I. Request for Approval to Award Contract for TID #6 Neu-NMMR Geotechnical Inspection Services

J. Request to Award Contract for 2016 TID #6 Phase #1 Sanitary & Water Utilities Project

K. Request to Award Contract for 2016 TID #6 Phase #1 Nimitz Paving & Lighting Project

L. Request to Award Contract for TID #6 Phase #1 Appleton Paving & Lighting Project

M. Request to Accept Memorandum of Understanding with WisDOT for Future TID #6 Appleton Ave. – Lannon Rd. Roundabout Intersection Improvements

XI. **ADJOURNMENT**

The next Village Board meeting will be on March 21, 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
February 1, 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, Warren and Zabel. Trustee Myers was absent. Also present: Administrator Schornack, Attorney Sajdak, CDD Retzlaff, Finance Director Rath, Public Works Director Ratayczak, Park & Rec Director Schroeder, Police Capt. Snow, Communications Supervisor Lynn Schmidt, Superintendent of Highways Olszewski, CDD Retzlaff, 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 Miller thanked all in community for their continued support of the Germantown Community Scholarship Fund.

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

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]

Trustee Zabel requested to pull Item 'C'. **MOTION (Baum/Miller) approve Consent Agenda, Items A-B, by roll call vote, carried.** Item C: Trustee Zabel asked questions regarding length of term for the agreement and questioned Section 4 Item 8 on page 11 regarding municipality as cooperating agency and relation to adoption of Police requirements already regarding use of force etc. and what happens to funding if that occurs. Discussion: Term is correct for 2014, 2015 & 2016. Village receives no funding; homeowners receive funding for repairs. Program requires Village cooperation to enable residents to take advantage of it. Further discussion of funding disbursement, time line and term of agreement, auto renewal within agreement, notification of automatic renewals are sent. **8 in favor, 1 opposed (Baum), carried.**

Trustee Myers arrived at 7:10 p.m. during Item C discussion.

UNFINISHED BUSINESS: None

PUBLIC HEARINGS – 7:00 P.M. OR LATER:

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.

CDD Retzlaff presented information regarding the request for Conditional Use Permit. Development approximately 22 acres in size, zoned Rm-2 Multi-Family Residential. Further provided a summary of recent action with this proposal. Reason for CUP due to the fact that portions of proposed development encroachment of wetlands and wetland setbacks on property. Approximately 5,350 sqft of fill proposed and another 400 sqft of temporary fill to impact where proposed storm water facility would be connected. Grading within the 25' wetland setback and within 75' navigable stream setback. Proposed wetland fill and alterations are regulated by DNR and the US Army Corp. of Engineers. (USACE) DNR has issued 5 permits on December 17, 2015. USACE application is pending and has no time limitation for response. Village code allows this and states what conditions it is subject to and other requirements necessary. Applicant has provided a wetland mitigation plan which has been updated since Plan Commission review in August 2015. Approved CUP to allow 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) subject to 3 conditions as stated.

President Wolter opened the public hearing at 7:32 p.m.

The following parties spoke during the public hearing:
Loren Doll, W159N11447 Red Oak Circle, Germantown – President of Oakwood Village Condo Association – Opposed
Estelle Tenant - N114W15874 Hilbert Lane – Opposed
Nikki Broetzmann - W163N11502 Windsor Court - Opposed
Carol Preiss – W157N11457F Hilbert Lane – Opposed
Dan Wing – N116W16044 Main Street – Neither for nor against.
Betsy Devilbiss - W159N11438 Red Oak Circle - Opposed

President Wolter closed the public hearing at 7:45 p.m.

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.

NEW BUSINESS – continued:

MOTION (Baum/Kaminski) approve with Community Development Director's recommendations. Discussion of possible changes affected by the Board of Zoning Appeals decision on February 10th with applicant, road/roadway(s)/driveway(s), reduction in units from Plan Commission recommendations, density, drives on Hilbert and Main, is it a private drive, who maintains it, is it still needed if density isn't approved. Developer stated reasons for need of roadways, number of site revisions done, connection with downtown Main Street, water main connection, extension of water utility, and filling of wetland not changing the creek bed, here for the wetland crossing. Conducted research through Planning and Development Department, Village has approved 16 projects of this same type in the past 15 years, they are not asking for anything out of the ordinary. Further discussion of culvert replacement, improvement of hydraulics, creating more wetlands than are currently there, following permits, flooding should be less of an issue in future, cost of roadway, water main, need for water to go somewhere when buildings put in that area. Displacement made up with onsite detention ponds. President Wolter clarified discussion is about crossing and DNR and USACE are involved to make sure it is done correctly and DNR has granted permits. Further discussion of changes and affect if it is a public road vs. if it remains a private road, one way in and out vs. two ways and number of units in complex using same entry/exit. When can Village Board deny this type of request and when can they not deny one. Attorney Sajdak read rules of the municipal code regarding this and stated as long as it is consistent with the code, it can be approved based on that. Request of 5 conditions mentioned by CDD Retzlaff in presentation. CDD Retzlaff stated the Village has issued permits for CUP's for wetland fill for this purpose for industrial projects, commercial projects and private driveways. There have been 19 since 2000 with one denied and two withdrawn. Various locations of where these were granted were stated. Trustee Baum questioned what standards do we deny on besides 'I don't want it'. Further discussion of proposed road vs. what could be proposed, considerations of possible back up of water and issues it could cause, further review of map for development. Trustee Kaminski asked questions of developer regarding effects of having or not having this and stated she is in support of this. CDD Retzlaff stated a condition by Plan Commission was prior to final site plan approval all maps etc. will be revised to show what all the changes were according to all motion/condition requirements. Discussion of requirements, conditions and direction to developer. Attorney Sajdak stated the plan as proposed by Plan Commission is sufficient. Further discussion of possible BOZA hearing results, what would require need for items to come back for full Village Board approval, need or not for wetland crossing, other CUP's, better enhanced if building is there. Developer stated Plan Commission approved the site plan being presented and traffic study and the plan the traffic study supports, with two accesses. Attorney re-read information from the municipal code as requested by Trustee Myers. **MOTION (Baum) amendment in event Hilbert Lane does not go through for applicant to bring back revised traffic study to Plan Commission.** Discussion of ability to make such a requirement. **Trustee Baum withdrew his motion for amendment.**

Roll call vote on motion, 5 in favor, 4 opposed (Miller, Myers, Wolter & Zabel). Carried.

NEW BUSINESS continued:

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

Administrator Schornack introduced Debora Sielski, Washington County representative to present this item and answer questions. Overview: Washington County receives funding for brownfield assessments that allow for Phase 1 and Phase 2 environmental site assessments for remediation. County completes an inventory of all sites in county. There are 51. Saxony Village ranked 4th out of 51. Site approved for possible funding for assessment work. Funds would allow for additional testing of site, provided this memorandum of agreement is approved. Phase 1 determines sampling analysis of the site – test the ground soil and any contamination. Phase 2 assessment is actual testing of site. Report created and based on this, remedial action plan put together. Discussion of benefit of program to parties such as Mr. Bence and allowing residents peace of mind of a second group having looked at the site and a third party contracted group that also comes through. Further discussion of process for program funding approval for a site, other sites identified in Germantown, need to show success within County and be able to apply for additional funding through State. Current grant will mostly fund everything through the remediation plan but will not fund remediation. **MOTION (Kaminski/Warren) to authorize signature of Village Board President for the agreement, carried.**

C. **RESOLUTION NO. xx-16** Authorizing the Partial Redemption of Two Issues of Village of Germantown General Obligation Refunding Bonds

MOTION (Zabel/Myers) to approve Resolution Authorizing Partial Redemption of Two Issues of Village GO Refunding Bonds. Discussion. **Roll call vote, carried.**

D. Request Approval of Agreement with K-Consult LLC to Assist Village Staff With Negotiating New Agreements for Telephone Service

Administrator Schornack requested to table this item. 3 contracts coming up with AT&T. Vote on this item at GGF was 2 to 2. He and Finance Director Rath have a meeting scheduled and will negotiate first contract. If that goes well and board agrees, they will do next two contracts as well unless there is a need for outside contractor. **MOTION (Zabel/Baum) to postpone any action until after staff meets with AT&T, carried.**

E. Request to Approve 2016 Capital Projects Listing for 2016 G.O. Promissory Note not to Exceed $2,670,000

Trustee Zabel brought item from GGF. Anything $60,000 or less will be covered under remaining 2015 funds. If board wishes to lower from $2.6 Million to $2.5 Million Capital can be reduced by using funding in reserves not spent in 2015. Finance Director Rath - Anticipating close out of 2015 to have a positive cash flow and funding from projects borrowed for in past that have been restructured can also be used to offset costs items. Also a plan that part of this debt included paying off debt with DOT. Can cover that in full with a monthly payment plan between 2016 and 2017 and with excess funds from 2015. Discussion of carry over and actual cash balance, which is at 25%. Further discussion of borrowing, rates and fit into budget without adding to levy. Debt falling in 2017 and beyond. Having between 20-25% reserve allows knowing we have reserve. **MOTION (Kaminski/Warren) to approve borrowing at $2.6 for capital projects as listed. Roll call vote, 8 in favor, 1 opposed (Baum), carried.**

NEW BUSINESS continued:

F. Request Authorization to Hire Full-time Senior Coordinator
MOTION (Kaminski/Daniels) to approve, carried.

G. Request Approval to Purchase 5 Recliners for Fire Station #2
Trustee Hughes stated this came through Public Safety with a 2-1 vote. Fire Chief Weiss presented request and need for recliners and other furniture. Firefighters to build dining room table themselves. Prior furniture all hand me downs. Trustee Kaminski verified this is in the budget. **MOTION (Kaminski/Hughes) to approve this not to exceed $3,875.00.** Trustee Miller verified additional $500 is for materials for table. Chief Weiss stated yes and also some chairs possibly. Trustee Zabel asked about donations that come in from Wal-Mart etc. and importance of recognizing those who donate. **Roll call vote, 8 in favor, 1 opposed (Baum), carried.**

H. Request Not to Change the Definition of Undeveloped Lands-Assembly Bill 582
Trustee Zabel provided information regarding proposal at State to change the definition of undeveloped lands and change assessment value. Village has approximately 307 vacant parcels and could lose $100-$150,000 in revenue and would have to find it elsewhere. Has spoken with Jim Ott, Rep. Knodl and Dewey Stroebel about the legislation. Need to make all representatives aware of concerns and disagreement with this legislation. **MOTION (Zabel/Kaminski) to direct staff to draft letter and President Wolter to sign prior to sending, carried.**

No meeting on February 15th due to Spring Primary election on February 16th.

Next meeting is Monday, March 7th at 7 p.m.

There being no further business, the meeting adjourned at 9:24 p.m.

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Barbara K. D. Goeckner MMC/WCPC
Village Clerk

VILLAGE OF GERMANTOWN
SPECIAL VILLAGE BOARD MEETING MINUTES
February 23, 2016

CALL TO ORDER: The meeting was called to order at 5:40 p.m. by Deputy Clerk Timmerly Tamborino.

ROLL CALL: President Wolter *(arrived at 5:42 p.m.)*, Trustees Baum, Kaminski, Miller, Warren and Zabel. Absent: Trustees Daniels, Hughes and Myers. Also present: Administrator Schornack, Finance Director Rath, Park & Rec Director Schroeder, Fire Chief Weiss, Public Works Director Ratayczak and Deputy Clerk Tamborino.

MOTION (Zabel/Baum) to have Trustee Kaminski chair the meeting until President Wolter was available. Vote taken 4 aye, 1 opposed (Kaminski). Motion carried.

CONSENT AGENDA:

A. Authorize Staff to Secure Various Contractors for Phase II – Police Department Annex Renovation at a Cost not to exceed the 2016 Budgeted Amount of $33,000 with Funds Allocated from Acct. #10-519-570-8221. Upon Completion of Renovation, Stall Shall Provide Public Works Committee with a Breakdown of Costs for Each Contracted Service. [Recommended Approval]

B. Approve Purchase of One 12-Foot Snow Plow from Burke Truck & Equipment for an Amount not to Exceed $9,216.00 with Funds Allocated from Acct.# 10-542-570-8100 [Recommended Approval]

MOTION (Baum/Warren) to approve Consent Agenda, Items A-B. Roll call vote all in favor, motion carried.

UNFINISHED BUSINESS:

A. Authorization to Purchase Single Axle Patrol Truck
MOTION (Zabel/Kaminski) to approve the purchase of a Single Axle Patrol Truck from Truck Country for the amount not to exceed $183,568, from account #40-542-570-8520, by roll call vote, 4 in favor, 1 opposed (Baum), motion carried.

President Wolter arrived and resumed meeting as chair.

B. Authorization to Purchase Tandem Axle Patrol Truck
MOTION (Kaminski/Miller) to approve the Purchase of a Tandem Axle Patrol Truck from Truck Country in the amount not to exceed $201,639, from account #40-542-570-8520. Roll call vote, 5 in favor, 1 opposed (Baum), motion carried.

NEW BUSINESS:

A. AT&T Centrex Contract
Finance Director Rath explained this is a 5 year contract based off of State of Wisconsin pricing. The only change is the per line charge increase from $10.26 to $14.75 unless the State of Wisconsin negotiates a lower price. We have 52 Centrex lines.
MOTION (Zabel/Warren) to approve the new AT&T Centrex contract. Roll call vote all in favor, motion carried.

ADJOURNMENT:
President Wolter stated the next scheduled Village Board meeting is set for March 7, 2016 at 7:00 p.m.

There being no further business, the meeting adjourned at 6:00 p.m.

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Timmerly Tamborino
Deputy Clerk

VII . D

Business of the Village Board
and/or
General Government & Finance Committee
Germantown, WI

MEETING DATE: February 23, 2016 General Government & Finance Comm
March 7, 2016 Village Board

PLACEMENT: Consent

ITEM TITLE: Resolution to Charge off 2014 delinquent Personal Property

SUBMITTED BY: Kim Rath, Finance Director

SUMMARY EXPLANATION:

Attached is a listing of delinquent 2014 Personal Property Taxes. The amounts applicable to other taxing authorities have been charged back. The Village's share is $2,268.13. The majority of the accounts are either out of business or no longer in the Village. Other accounts that are still deemed collectible will be pursued by Waukesha County collections or pursued internally.

For taxes assessed as of January 1, 2011 a taxation district may **only** charge-back personal property taxes if the taxes are owed by an entity that had ceased operations, or filed a petition for bankruptcy, or are due on personal property that has been removed from the next assessment roll. The Village will need to work closely with our Assessing firm to monitor habitually unpaid accounts to determine whether the should be either removed from the tax roll all together or pursued more aggressively through collections or the court system. Our inability to charge back accounts that are appropriately taxed, yet not paid, will be costly to the Village.

ATTACHMENT: ORDINANCE___ RESOLUTION_XX__ OTHER___

RECOMMENDATION:: Approval GGF - Positive Recommendation to Forward to VB

ACTION: 4/0 Forward to Village Board Positive Recommendation

VILLAGE OF GERMANTOWN – WASHINGTON COUNTY

RESOLUTION NO. - 16

RESOLUTION AUTHORIZING THE CHARGE OFF OF UNCOLLECTED 2014 DELINQUENT PERSONAL PROPERTY TAXES

WHEREAS, Personal Property Taxes are settled in full with the taxing jurisdictions during the February settlement and various 2014 personal property taxes due to the Village of Germantown remain unpaid and are deemed uncollectible, and,

WHEREAS, for taxes assessed as of January 1, 2011, a taxation district may only charge back personal property taxes if the taxes are owed by an entity that has ceased operations, or filed a petition for bankruptcy, or are due on personal property that has been removed from the next assessment roll, the Village Treasurer has, in accordance with the provisions of Section 74.42 (1) Wisconsin Statutes, charged back to each taxing jurisdiction its proportional share of the uncollected personal property taxes, and,

WHEREAS, other delinquent accounts have been sent to Waukesha County for further collection efforts or are being pursued internally, and,

NOW THEREFORE BE IT RESOLVED, by the Village Board of the Village of Germantown, Washington County, Wisconsin, that the following uncollected 2014 personal property taxes will be removed from the general ledger: Please see attached listing of accounts which total $8,399.94, of which the Village share will be **$2,268.13**

Introduced by: ______________________________

Date Adopted: ______________________________

Vote: Ayes: ________________ Nays: ________________

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Dean M. Wolter, Village President

ATTEST:

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

Village of Germantown

CHARGE OFF OF DELINQUENT 2014 PERSONAL PROPERTY TAXES - 03/02/15

				0.153				
		0.009	0.144	0.270	0.509	0.068		
		Due From State	Due From County	Due From Village	Due From School	Due From MATC	TOTAL	CONDITION
PA22300109	AN EYE FOR DESIGN	7.06	112.01	209.73	395.06	52.85	776.71	3
PD8880410	DYNAMIC HOME SOLUTIIONS	1.69	26.84	50.27	94.68	12.67	186.15	3
PH21300109	HILLSIDE METAL PRODUCTS	27.69	439.24	822.44	1,549.26	207.27	3,045.90	3
PK88806501	KANKETA	1.69	26.84	50.27	94.68	12.67	186.15	3
PO88820013	OLIVE GARDEN	30.77	488.05	913.82	1,721.40	230.30	3,384.34	3
PR88810021	REICHARDS PERFORMANCE	1.53	24.40	45.70	86.07	11.51	169.21	3
PS26410003	SAGE SOLUTIONS	3.38	53.69	100.52	189.36	25.33	372.28	3
PS888200101	STAR WHOLESALE	2.54	40.27	75.38	142.01	19.00	279.20	3
		76.35	1,211.34	**2,268.13**	4,272.52	571.60	8,399.94	

County & State Portion

1,287.69

Charge back conditions:

1) Entity ceased operations
2) Filed petition for bankruptcy
3) Removed from next assessment roll

Accounts Sent to Waukesha County Collections or being pursued internally

PA88801498	ARAMARK REFRESHEMENT	379.05	
PC34125004	CFO PLUS	74.45	
PF18300176	FRANK LANDSCAPE	9017.55	PAYMENT PLAN
PJ23400494	JOHNSON MANAGEMENT	1,396.03	PAYMENT PLAN
PL66600900	LEGACY SALON	172.60	
PM88807505	MIRACLE CLEANING	79.53	
PF224100109	PREFERRED FITNESS	1,115.14	
PP88808472	PRO COAT	1,935.85	
PS88812501	SPRINT UNTIED	341.81	
PS999108005	SUPERIOR METAL	94.75	
PT23204093	TURF KING	260.60	
PS23357504	SYDNEY LANDSCAPE	93.06	
Collection or Payment Plan		14,960.42	
Grand Total		23,360.36	

VII. E

VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. - 16

APPROVING AMENDMENTS TO THE 2016 BUDGET
Capital Account and General Fund Carry Over

WHEREAS, the Village Board of the Village of Germantown approved the appropriation of funds for operations for the year 2016, and,

WHEREAS, funds for various Capital Projects and General Fund expenditures were included in the 2015 Budget and have not been fully expensed, and;

WHEREAS, several projects are still ongoing, or will have its excess funds attributed to another capital project, as detailed in the attached listing, totaling $471,661 for General Fund and $643,428 for Capital Fund 40, and,

NOW THEREFORE BE IT RESOLVED, by the Village Board of the Village of Germantown that the 2016 Budget be amended according to the attached list, and

BE IT FURTHER RESOLVED that the Village Clerk is hereby authorized and directed to publish a copy of this Resolution as a Class I Notice in accordance with Section 65.90 (a) Wisconsin Statutes.

Introduced by: ______________________________

Adopted: ______________________________

Vote: Ayes: ______________ Nays: ______________

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Dean M. Wolter, President

ATTEST:

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

Budget Amendment Resoution

Carry Over Projects & Equipment Purchases - 2015 to 2016

Capital Projects Fund

Account	Department	Description	Purpose	Amount	Original Budget	Amended
40-542-570-8850	Highway	Street Improvements	Signal Upgrade County Line	27,653	25,000	52,653
40-553-570-8520	Parks	Vehicles	1 Ton Truck - Delivery Feb	34,452	0	34,452
40-542-570-8810	Highway/Engineering	Asphalt paving includes Freistadt Rd improvements account $59,000	Asphalt Paving	407,380	1,500,000	1,907,380
40-541-570-8911	Engineering	Pilgrim Road	Pilgrim Road	5,000	0	5,000
40-521-570-8430	Police Dept	Communication	2017 Audio Logger & Phone	5,168	0	5,168
				479,653		

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		643,428

General Fund

Account	Department	Description	Purpose	Amount	Original Budget	Amended
10-563-530-4400	Planning	Contracted Services	Zoning Map	32,318	15,000	47,318
10-513-570-8100	Clerk	Misc Equipment	Voting Machine	3,600	20,500	24,100
10-521-530-3810	Police	Uniform Allowance	Backordered 2015 Ammo/Mags (PO Encumbrance)	1,140	30,000	31,140
10-480-485-5210	Police	Donations	2015 Donaitons for Honor Guard - Moving Wall	1,350	0	1,350
10-522-530-5400	Fire	Equip Repair & Maintenance	Fire Dept Equip Repair	3,960	20,000	35,326
10-522-530-5400	Fire	Equip Repair & Maintenance	Brush Truck Repair - Dive Gear Sale	11,366		
10-519-570-8242	Building & Grounds	Major Repairs - DPW Bldg	Feasability Study Shop Expansion	5,000	25,000	30,000
10-553-570-8100	Parks	Misc Equipment	Plow for Truck #301 - Delivery exp Feb	7,000	23,000	30,000
10-567-530-7950	Municipal Development	Tourism	Unspent Hotel/Motel Tax Revenue	51,372	33,391	84,763
	Library	Library County Expense	Unlapsing County Library Revenue	36,550	240,000	276,550
10-553-530-5290	Parks	Street Tree Maintenance	Use 2015 DNR Grant for 2016	5,075	72,000	77,075
10-541-570-8200	Engineering	DOT Donges Bay Payack *$108,464.76 per year*	DOT Donges Bay Payack	216,930	0	216,930
	Various	Move to Capital Fund (40)	Cover Police Cap. Projects other than 9-1-1 System & Hwy Cty Line Signal	96,000		
				471,661		

Approved GGF 4/0 2/23/16

Barbara K.D. Goeckner

From:	Kim Rath
Sent:	Thursday, February 25, 2016 10:35 AM
To:	Barbara K.D. Goeckner
Subject:	Village Board
Attachments:	Budget Amend, carryover 2016.docx; Budget Resolution Carry over 2015 to 2016.pdf

Consent - Resolution - Approving Amendments to the 2016 Budget - Capital Account and General Fund 2015 Carry Over

Kim Rath, Finance Director
Village of Germantown
PO Box 337
N112 W17001 Mequon Road
Germantown, WI 53022
PH (262)250-4700 Fax (262)253-8255
krath@village.germantown.wi.us

Village of Germantown ...Willkommen

VII. F

Village of Germantown
The Government & Finance Committee &
Village Board

MEETING DATE:	GGF – February 23, 2016 Village Board - March 7, 2016
PLACEMENT:	Consent
ITEM TITLE:	State of Wisconsin Debt Collection Agreement – Ambulance Billing Collections
SUBMITTED BY:	Kim Rath, Finance Director

SUMMARY EXPLANATION:

It has been recommended by our ambulance billing provider 3Rivers Billing that it may be in our best interest to use the State of WI Debt Collection Services for delinquent accounts and to use them as our primary collections agency. There is no collection fee to pay, the fees are added to the patients debt. We will still use American Accounts & Advisors as a secondary collection agency for debts that we don't have social security numbers for. Attached is the State's agreement and information booklet.

3Rivers would still work the accounts that have respondent information and payment plans, there wouldn't be an automatic turnover after so many days.

The State adds a $35.00 fee or 15% (whichever is greater) to the balance of the accounts they pursue. The debtor is responsible for the fee. They reduce their costs first upon account payment. 3Rivers has three other fire departments currently using the state's service and they have been seeing better success with their collections.

ATTACHED : ORDINANCE____ RESOLUTION ____ OTHER _X_

State Debt Collection Agreement

RECOMMENDATION

Approval

COMMITTEE ACTION

4/0 Positive Recommendation to Village Board

State of Wisconsin
Department of Revenue

State Debt Collection Agreement

Table of Contents

Introduction

This agreement between the ____, (hereafter referred to as "agency") and the Wisconsin Department of Revenue (hereafter referred to as "department") will set forth the requirements and expectations of both agencies relating to the department providing debt collection services for the agency under the provisions of s. 71.93 (8), Wis. Stats.

Statutory Authority

The department is authorized pursuant to the provisions of s. 71.93(8), Wis. Stats., to enter into a written agreement to have the department collect any amount owed to the state agency.

Duties of the Agency

1. Unless stated and agreed to separately, debt sent to the department for collection must be greater than $50.00, and shall be reduced to a judgment prior to referral of the debt, unless the agency has provided the debtor with reasonable notice and an opportunity to be heard with regard to the debt.
2. The agency shall send unpaid debt to the department for collection when the debt is more than 90 days past due, unless the agency is negotiating a repayment agreement with the debtor, the debtor has filed bankruptcy, the debtor has objected to the basis of the debt and the agency is responding to the objection, or the agency has negotiated a waiver of the time period or debt type from the Secretary of the department.
3. At least 30 days prior to referral of the debt to the department, the agency shall send notice to the debtor of the agency's intention to refer the debt to the department for collection. The notice must state the nature and amount of the debt, identify the agency to whom the debt is owed, advise the debtor that collection costs will be assessed once the debt is referred to the department, and inform the debtor of the debtor's right to appeal. Any appeal periods will have expired and all disputes resolved prior to referral of debt to the department.
4. The agency will send the following file updates in an electronic format:
    a. New Debts: The agency will furnish information using the department's prescribed file layout. Each debtor will have a unique agency identifier and each debt will have an agency debt number. If a judgment or lien against the debtor was entered, the agency shall provide the lien number, county where the judgment or lien is filed, the names on the judgment or lien, the docket or filing number, and the amount of the judgment or lien.
    b. Debt Updates: Any non-monetary updates to the debt amount or recall of the debt must be transmitted to the department, using the department's prescribed file layout, within 24 hours of receipt. Changes to the balance may include estimated assessments replaced by actual information, debts reduced by compromise agreement, or administrative adjustments. Any payments must be remitted to the department for posting to the department's collection case. The agency is responsible for refunding the collection fee to the debtor, if appropriate, on recalled debts.

5. The agency agrees to adjust to zero any debts certified to the department's agency setoff system either through the TRIP application, state agency mainframe or CCAP. Through this agreement, the department will offset refunds to the agency's debts through the department's collection system.
6. Once debt is referred to the department for collection, the agency will discontinue billing statements, demand letters, and active collection efforts. The agency will direct all debtor calls or requests regarding collection of the debt to the department.
7. Once a debt is referred to the department for collection, the agency will forward any payments received to the department for processing. Department collection costs must be paid even if the debtor sends full payment of the debt to the agency.
8. If the debt is compromised or settled, the agency will contact the department to determine the amount of the department's collection costs that must be remitted to the department. The agency will be responsible for any department collection costs remaining when the agency fails to consider department collection costs when accepting payments from the debtor or compromising debt.
9. The agency will not re-refer debts that have been recalled by the agency or closed and returned by the department with the exception of closed bankruptcy cases and resolved disputes.
10. Correspondence and telephone inquiries received that relate to the validity of the debt will be forwarded to the agency for a timely response. The agency will have resources available to assist debtors and department collectors with debt-related issues.
11. If the agency fails to provide accurate and timely updates to the debt and the result is an overpayment of the debt, the debt will be returned to the agency for a refund to the debtor. The agency will refund the debtor the amount of overpayment received plus the department collection costs, if appropriate.
12. If a payment or refund setoff has been posted to a debt and it is later determined that the payment or refund setoff was in excess of the debt owed to the agency, it will be the agency's responsibility to refund such excess to the debtor. If at the time of payment or refund setoff, the debtor had a debt with the agency but the agency did not adjust the debt to zero, it is the agency's responsibility to refund the administrative fee to the debtor.
13. Payments and refund setoffs that occur because of erroneous identification information provided by the agency may be corrected by the department and it is the agency's responsibility to pay any collection fees or amounts involved may be reversed.
14. The agency shall be responsible and liable for any claims or lawsuits made against the department arising from collection of a debt that is alleged to be incorrect or not owed by the debtor.
15. The agency agrees to maintain the confidentiality of all accounts, correspondence, documents and any other related information, which may be obtained from or furnished by the department. If a third party is used by the agency to manage the debts referred to the department, the third party must sign an agreement with the department and will be bound by the same confidentiality requirements. Any unauthorized use or disclosure of such

information, or inadequate procedures for safeguarding the confidentiality of such information, constitutes grounds for immediate termination of this agreement.

16. The agency will review reports transmitted, reconcile accounts and notify the department within 60 days of any discrepancies.
17. The agency will have technical staff available to maintain electronic file layouts, electronic reports, and other requirements as needed. Agency and department contact information will be periodically updated.
18. The agency and the department can agree to other collection services, such as sending notices, providing the opportunity to be heard, and filing and managing bankruptcy claims.

Duties of the Department

1. The department will take all reasonable and cost-effective actions to collect referred debts. Collection efforts may include, but are not limited to:
   a. Identify assets available for satisfaction of debts
   b. Send demand letters
   c. Subpoena records
   d. Setoff refunds
   e. Negotiate and monitor payment plans
   f. Enter into compromise agreements
   g. File liens when appropriate
   h. Levy assets
   i. Certify wages
2. The secretary of revenue may waive the referral of certain types of debts.
3. The department shall collect debts and assess interest in the same manner that it collects taxes and assesses interest under ss. 71.82(2), 71.91, 71.92, and 73.03 (20), Wis. Stats.
4. The department will add an administrative fee to each debt referred for collection. The administrative fee will be reviewed periodically and adjusted up or down to cover all costs to the department to administer this program.
5. The department will apply payments made on delinquencies first in discharging costs, then penalties and interest, with the balance applied to principal. Once a payment or refund setoff has been posted, the agency will be notified of such postings.
6. The department will collect against debtors who owe multiple debts to various state entities. Proceeds collected will apply first to debts owed to the department, then to debts owed to state agencies, including the courts and the Legislature, in the order that the debts were referred, then to debts owed to authorities and local units of government in the order that the debts were referred.
7. The department will send a Statement of Account to the debtor monthly as long as there is account activity, such as a payment or credit to the account. If there is no recent activity, a

Statement of Account will be sent at least once every 6 months. Delinquent interest will be added to the account monthly.

8. The department may suspend collection action on an agency account temporarily if the debtor raises concerns that need to be addressed by the agency, such as the validity of the debt or whether the debt was previously paid. The debtor will be advised that they must contact the agency, and department collection action will resume in 30 days unless the agency contacts the department to request additional time or to recall the debt.
9. If a payment, refund, or refundable credit is determined to be in error or is otherwise adjusted after posting to an agency debt, the department may reverse the credit with that agency.
10. The department will close out any debt with balance that falls below $20.00 and return the debt to the agency as too small to pursue.
11. The department will pursue debt collection for a period of 5 years. Any debt that has not been collected within 5 years or any debt that has been determined to be uncollectible will be closed out and returned to the agency.
12. The department will suspend collection action on debts if the debtor files bankruptcy. It will be the agency's responsibility to pursue a bankruptcy claim, if appropriate. The agency has the right to recall a debt when a bankruptcy has been filed if they wish to pursue separately.
13. The department will send the following update files:
    a. Debt Response File - The department will edit and compare debtor information to the department's "history file" to determine correctness. Notification will be given to the agency whether such data was accepted or rejected in the same medium as originally submitted by the agency. If the data is accepted by the department, the department will transmit the debt number for each debt accepted to the agency.
    b. Transaction File - The department will post transactions to the debtor's account daily. On a monthly basis an update file will be transmitted to the agency.
    c. Return Debt File - On a quarterly basis the department will notify the agency of any collection cases that have been determined as uncollectible. For any returned debt the department will indicate whether a lien was filed, the docket date of the lien, the docket number and where it was filed.
    d. Performance Analysis Report will be made available upon agency request.
14. Monthly, remittances will be posted to the agency's WISMART account or through electronic funds transfer (EFT) to the agency's bank account.
15. The department will have collectors available to assist debtors and the agency staff with debt-related issues. The department will resolve any debtor disputes pertaining only to the department's collection process and any collections taken by the department.
16. The department will have technical staff available to create and maintain electronic file layouts, electronic reports, and other requirements as needed. Agency and department contact information will be periodically updated.

17. The Secretary of Revenue shall be the final authority in the resolution of any interagency disputes in regard to referral of debts.
18. The department and the agency can agree to other collection services, such as sending notices, providing the opportunity to be heard, and filing and managing bankruptcy claims.

Legal Requirements

This agreement is effective upon the signing below of the agency's and department's representatives. Amendments mutually agreed to by authorized representatives of the agency and the department shall become effective when signed and dated as an ADDENDUM to this agreement. The terms of the agreement may be renegotiated upon 60 days notice by either party.

Wisconsin Department of Revenue:

By: ______________________

Dated: ____________________

Agency: _________________________

By: ______________________

Dated: ____________________

State of Wisconsin
Wisconsin Department of Administration
Division of Executive Budget & Finance
DOA-6456 (C04/2015)

STAR Authorization for the Electronic Deposit of State of WI Payments

Section 1 – Taxpayer Identification Information	
Federal Employer Identification Number: example 00-0000000	Social Security Number: example 000-00-0000
Please note: We are required to obtain your Tax Identification Number pursuant to Section 6109 of the Internal revenue Code so that we can report income paid to you to the IRS as required by law.	
Enter the Name of the State Agency Paying You or Your Company:	

Type of Transaction ☐ Add ☐ Change/Update ☐ Inactivate

Section 2 – Contact Information		
Legal Business or Individual Name:		
Address:		
City:	State:	ZIP Code + 4:
Phone:	Email Address:	

Section 3A – New Financial Information	**Section 3B – Prior Financial Information** (Change /Update)
Attach Bank Verification - Information provided below must match this document.	Information provided below must match previous submission.
New Financial Institution Name:	Prior Financial Institution Name:
☐ Checking Account ☐ Savings Account	☐ Checking Account ☐ Savings Account
New Transit Routing/ABA Number:	Prior Transit Routing/ABA Number:
New Account Number:	Prior Account Number:

Section 4 – Wisconsin State Agency, Local Government, or District (As Listed Below)	
Are you a Wisconsin State Agency, Local Government, or District?	☐ Yes ☐ No
If yes, Please Select One of the Following:	
☐ City ☐ County ☐ School District ☐ Special Tax District ☐ Technical College ☐ Town ☐ Village ☐ Other	
Entity Name:	
Is your entity in the Wisconsin Department of Revenue State Debt Collection Program? (SDC)	☐ Yes ☐ No
Is your entity in the Wisconsin Department of Revenue Tax Refund Intercept Program? (TRIP)	☐ Yes ☐ No
Does your entity receive payments (i.e. shared revenues) from WI Department of Revenue State & Local Finance?	☐ Yes ☐ No

Section 5 – Local Government Investment Pool	
Do not complete this section if your deposits should go directly to your financial institution.	
Local Government Investment Pool Number:	Sub-Account Number:

Section 6 – Read the Agreement, Sign & Date (Digital/Typed & Stamped Signatures are not accepted)		
Account changes will take approximately 10-days to take effect. All bank accounts are tied to an address in our system. A separate form is required for each address. The entity listed hereby authorizes the State of Wisconsin to initiate credit entries to its bank account at the Financial Institution identified above. Additionally, this form provides the State of Wisconsin the authority to debit (withdraw) any erroneous credits (deposits) to the account. This authority shall remain in effect until the State of Wisconsin receives written notification of revocation, and has a reasonable opportunity to act on it.		
☐ I have attached a copy of current voided check or deposit slip, or included a bank letter on bank letterhead signed by a bank representative. Each must include the individual or company name, routing and account numbers.		
☐ Check if the entire amount of the electronic payment is ultimately deposited to a financial institution outside the U.S.		
Print Name:	Title:	Date:
Authorized Signature:		
Contact Email Address:	Contact Phone Number:	

Submit completed documents to the State Agency to be invoiced.

Instructions for Completing the Authorization for the Electronic Deposit of State of Wisconsin Payments

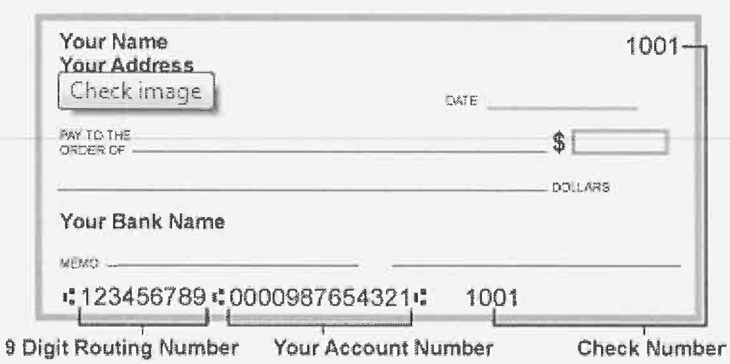
Section 1 – Taxpayer Identification Information

- Enter your Taxpayer Identification Number (TIN) in the appropriate section (EIN or SSN).
- Enter the name of the State agency that will be paying you (i.e. Department of Revenue).
- Place a check mark to indicate the type of action.

Section 2 – Contact Information

- Enter the complete name and address of the company or individual that will be receiving the electronic deposits.
- Enter the phone number and email address of the company or individual. You will receive an email notification when your banking information has been added or updated in our system

Section 3A – New Financial Information



- Enter the name of the new financial institution authorized to conduct transactions, as it should be listed in our system.
- Place a check mark to indicate the type of account in which funds are to be deposited.

- Enter the financial institution's complete nine-digit Routing number in the spaces provided (see example above)
- Enter the complete Account Number where funds are to be deposited (see example above)

Section 3B – Prior Financial Information (Required for a Change/Update)

- Enter the financial institution name, 9-digit routing number and complete Account Number (see example above).

Section 4 – Wisconsin State Agency, Local Government, or District

- If you are not a Wisconsin State Agency, Local Government, or District, check the box "No" in the first question and do not complete the rest of this section.
- If you are a Wisconsin State Agency, Local Government, or District, check the box "Yes" in the first question.
- Check the box that best identifies your Wisconsin State Agency, Local Government, or District.
    - City
    - County
    - Other (Fire Department, State Agency, University, etc.)
    - School District
    - Special Tax District (Town Sanitary, Metropolitan Sewer, or Lake Protection and Rehabilitation District)
    - Technical College
    - Town
    - Village
- Enter the name of the Wisconsin State Agency, Local Government, or District.
- Check "Yes" or "No" regarding your participation in the Department of Revenue's State Debt Collection (SDC), Tax Refund Intercept Program (TRIP), and State and Local Finance Program (Shared Revenues).

Section 5 – Local Government Investment Pool

- Do not complete if you are not a Wisconsin State Agency, Local Government, or District.
- Do not complete if you are a Wisconsin State Agency, Local Government, or District and would like your deposits made to a financial institution.
- If you are a Wisconsin State Agency, Local Government, or District and would like your deposits made to a LGIP account, provide the pool number and sub-account number you would like used for your deposits. Please leave the Financial Institution Section blank, unless you have prior financial institution information.

Section 6 – Read, Sign and Date

- Please read all of the information.
- Check the boxes to verify you acknowledge and agree with the information.
- Print your name, sign and date.

Bank Verification

- You must attach a current voided check, deposit ticket or bank letter signed by a bank representative if you are providing information for a financial institution.

Appendix 6: Implementation Plan

1. Agency Name: ______________________________

2. Are you a current user of the Tax Refund Intercept Program (TRIP)? ☐ Yes ☐ No
   a. If yes, please provide your six digit agency ID: ______________

3. How do you plan on submitting debts to DOR?

   ☐ Online - My Tax Account (MTA) Please provide MTA Login ID: ______________

   ☐ File Transfer (SFTP) Please provide WAMS Login ID: ______________

4. How should DOR deposit proceeds collected on your behalf?

   ☐ WISMART Transfer – required if you use the state central bank **(state agencies)**

   WISMART Accounting String:

   FUND ☐☐☐ AGENCY ☐☐☐

   ORG CODE ☐☐☐☐ APPR ☐☐☐☐

   REVENUE SOURCE CODE OR BALANCE SHEET ACCOUNT ☐☐☐☐

   SUB REV ☐☐ ACTIVITY CODE ☐☐☐☐

   ☐ Bank Account ACH transfer **(All other agencies)**

   ☐ Checking ☐ Savings

   Bank Account Number ______________ Bank Routing Number (9 digits) ______________

5. What is your projected implementation date?

   ____

STATE OF WISCONSIN
DEPARTMENT OF REVENUE
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Definitions used herein:

"Confidential Information" means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) information obtained from a Wisconsin tax return or writing and that is confidential under ss. 71.78 and 77.61(5), Wis. Stats., (iii) federal tax information that is confidential under secs. 7431, 7213, and 7213A, IRC, (iv) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (v.) information designated as confidential in writing by the State.

"*Personally Identifiable Information*" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the individual's date of birth; (d) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (e) the individual's DNA profile; or (f) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical characteristic.

"Corrective Action Plan" means a plan communicated by the State to the Contractor for the Contractor to follow in the event of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this Agreement, or in the event that any Confidential Information is lost or cannot be accounted for by the Contractor.

Duty of Non-Disclosure and Security Precautions

Contractor shall not use Confidential Information for any purpose other than the limited purposes set forth in the Agreement. Contractor shall hold the Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents (*"Representatives"*) who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. Contractor shall be responsible for the breach of this Agreement by any of its Representatives.

Contractor shall institute and/or maintain such procedures as are reasonably required to maintain the confidentiality of the Confidential Information, and shall apply the same level of care as it employs to protect its own confidential information of like nature.

Contractor shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by the State, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the State, as directed.

Contractor shall return or destroy all Personally Identifiable Information it holds upon termination of this Agreement. After destruction of any Personally Identifiable Information, the Contractor shall certify to the department that such destruction has occurred.

Limitations on Obligations

The obligations of confidentiality assumed by Contractor pursuant to this Agreement shall not apply to the extent Contractor can demonstrate that such information:

(i) is part of the public domain without any breach of this Agreement by Contractor;
(ii) is or becomes generally known on a non-confidential basis, through no wrongful act of Contractor;
(iii) was known by Contractor prior to disclosure hereunder without any obligation to keep it confidential;
(iv) was disclosed to it by a third party which, to the best of Contractor's knowledge, is not required to maintain its confidentiality;
(v) was independently developed by Contractor; or
(vi) is the subject of a written agreement whereby the State consents to the disclosure of such Confidential Information by Contractor on a non-confidential basis.

Legal Disclosure

If Contractor or any of its Representatives shall be under a legal obligation in any administrative, regulatory or judicial circumstance to disclose any Confidential Information, Contractor shall give the department prompt notice thereof (unless it has a legal obligation to the contrary) so that the department may seek a protective order or other appropriate remedy. In the event that such protective order is not obtained, Contractor and its Representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature.

Unauthorized Use, Disclosure, or Loss

If Contractor becomes aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this Agreement, or if any Confidential Information is lost or cannot be accounted for, Contractor shall notify the department's Contact-Liaison within the same business day the Contractor becomes aware of such use, disclosure, or loss. Such notice shall include, to the best of the Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information disclosed.

The Contractor shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss. The Contractor shall reasonably cooperate with the department's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its Confidential Information, including complying with a reasonable Corrective Action Plan.

If the unauthorized use, disclosure, or loss is of Personally Identifiable Information, or reasonably could otherwise identify individuals, Contractor shall, at its own cost, implement each of the following measures as directed by the State as part of a Corrective Action Plan:

1. Notify the affected individuals by mail or the method previously used by the State to communicate with the individual. If the Contractor cannot with reasonable diligence determine the mailing address of the affected individual and the State has not previously contracted with that individual, the Contractor shall provide notice by a method reasonably calculated to provide actual notice.

2. Notify consumer reporting agencies of the unauthorized release.

3. Offer credit monitoring and identity theft insurance to affected individuals from a company that is acceptable to the State and under terms that are acceptable to the State for one year from the date the individual enrolls in credit monitoring.

4. Provide a customer service or hotline to receive telephone calls and provide assistance and information to affected individuals during hours that meet the needs of the affected individuals, as established by the State.

5. Adequately staff customer service telephone lines referred to in paragraph 4 to assure an actual wait time of less than five (5) minutes for callers.

Liquidated Damages; Equitable Relief; Indemnification

Indemnification: In the event of a breach of this Section by Contractor, Contractor shall indemnify and hold harmless the State of Wisconsin and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Contractor, and its subcontractors, employees and agents, in violation of this Section, including but not limited to costs of monitoring the credit of and provision of identity theft insurance to all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State in the enforcement of this Section. In addition, notwithstanding anything to the contrary herein, the Contractor shall compensate the State for its actual staff time and other costs associated with the State's response to the unauthorized use or disclosure constituting the breach.

Equitable Relief: The Contractor acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to the State, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State, on its own behalf or on behalf of the affected individuals, shall be entitled to obtain injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.

Liquidated Damages: The Contractor agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be the amounts set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. The State shall assess damages as appropriate and notify the Contractor in writing of the assessment. The Contractor shall automatically deduct the damage assessments from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice.

Liquidated Damages shall be as follows:

1. $1000 for each individual whose Confidential Information was used or disclosed;

2. $2500 per day for each day that the Contractor fails to substantially comply with the Corrective Action Plan.

Compliance Reviews

The State may conduct a compliance review of the Contractor's security procedures to protect Confidential Information.

Survival

This Section shall survive the termination of the Agreement.

____
Agency Name

____
Vendor Name

By ____________________________
Signature Date

____
Typed or Printed Name

____
Wisconsin Department of Revenue

By ____________________________
Signature Date

_____Diane L. Hardt____________
Typed or Printed Name

VII. 6

Village of Germantown
The Government & Finance Committee &
Village Board

MEETING DATE:	GGF – February 23, 2016 Village Board - March 7, 2016
PLACEMENT:	Consent
ITEM TITLE:	Vantage Trust II Multiple Collective Investment Funds Trust – VantageCare Retirement Health Savings Plan
SUBMITTED BY:	Kim Rath, Finance Director

SUMMARY EXPLANATION:

We've received information from ICMA-RC regarding a change to the funds available for investment through the Retirement Health Savings Plan. Upon employee retirement, the balance of unused sick accrual, at 50 – 55% value, is placed in the VantageCare Retirement Health Savings Plan. The employee may use these funds for future health or dental insurance premiums or other health care costs. The plan has several investment options for the employee. It appears that the fund is introducing a new series of Collective Investment Trust funds, the Vantage Trust II Funds.

ICMA-RC states that the new Vantage Trust II (VT II) will offer savings to the RHS plan and participants. The Village must adopt the VTII by board action to participate.

Tyge Olson, ICMA-RC representative is available for questions.

ATTACHED : ORDINANCE____ RESOLUTION ____ OTHER _X_

Vantage Trust II Multiple Collective Investment Funds Trust Participation Agreement

RECOMMENDATION

Approval

COMMITTEE ACTION

4/0 Positive Recommendation to Village Board

ICMA-RC
BUILDING PUBLIC SECTOR
RETIREMENT SECURITY

January 2016

Re: Changes Coming to Your VantageCare Retirement Health Savings Plan - *Action Required*

Dear RHS Plan Sponsor:

ICMA-RC is excited to introduce a new series of Collective Investment Trust ("CIT") funds, the VantageTrust II Funds ("VT II Funds"), for your VantageCare Retirement Health Savings ("RHS") plan. The VT II Funds, available exclusively through the new VantageTrust II ("VT II"), will offer significant savings to your RHS plan and participants. The Vantagepoint Funds and Dreyfus Cash Management Fund are currently available as direct investments in your RHS plan. The VT II Funds will invest in the Vantagepoint Funds and a third-party cash management fund (currently the Dreyfus Cash Management Fund).

In order for you to access the VT II Funds, you must first adopt VT II, using the enclosed *VantageTrust II Participation Agreement.* Investment through VT II offers the following benefits to your RHS plan and participants:

- **Access to lower-cost investment options**. We estimate that the CIT structure of the VT II Funds will result in an 8 basis points savings on assets currently invested in the Vantagepoint Funds and the Dreyfus Cash Management Fund. For example, a plan with $1 million currently invested among the Vantagepoint Funds and Dreyfus Cash Management Fund would experience savings of approximately $800 each year by switching to VT II.
- **Alignment of RHS plan and 401/457 plan fee structures.** The RHS plan administration fee, currently deducted directly from participant accounts and reflected separately on participant statements, will instead be included in the daily unit value of each VT II Fund. This is the same method applied to the VantageTrust Funds available to 401 and 457 plans, simplifying your participants' statements.
- **Governance focused on the public sector.** The VantageTrust Company ("VTC") serves as trustee to the new VantageTrust II. VTC also serves as trustee to the VantageTrust, through which the VantageTrust Funds are made available to 401 and 457 plans. Adopting VT II and investing in the VT II Funds will provide the benefit of common governance focused on the interests of public sector plans and their participants.

As plan sponsor, you must adopt VantageTrust II, using the enclosed Participation Agreement, in order to take advantage of the VT II Funds. The *Investments Mapping Chart* (also enclosed) shows how funds currently available to your RHS participants will map to the VT II Funds.

VT II Funds maintain the same investment objectives and strategies as the corresponding Vantagepoint Funds and Dreyfus Cash Management Fund currently available to your RHS plan participants. Participant assets will continue to be invested in funds with daily unit values, and transaction instructions will continue to be executed at the end of each business day. In addition, you and your participants will have access to detailed information regarding the VT II Funds through disclosure documents, which are enclosed.

(continued on back)

Your adoption of VT II will serve as instructions to ICMA-RC to transfer the Vantagepoint Funds and Dreyfus Cash Management Fund to the corresponding VT II Funds. ICMA-RC will manage the transition to VT II, and keep you and your participants informed of the timing and benefits of the transition.

VantageTrust II Disclosure, Adoption, and Investment Materials

Please review the enclosed information:

- ***VantageTrust II Participation Agreement:*** RHS plan sponsors need to execute this agreement in order to adopt VT II and become eligible to invest in VT II Funds.
- ***VantageTrust II Declaration of Trust*:** The governing document for the operation of VT II. Please review and retain a copy for your records.
- ***VantageCare Retirement Health Savings Plan – VantageTrust II Investment Options:*** Key information regarding each VT II Fund available to your RHS plan, including fund objective, strategies, asset allocation ranges, risks, and expenses.
- ***Investments Mapping Chart*:** Displays the mapping of the transfer of RHS plan assets from the Vantagepoint Funds and the Dreyfus Cash Management Fund to VT II Funds.
- ***VantageTrust II Disclosure Memorandum:*** Additional information regarding VT II and the operation of the funds it makes available to investors.

Action Needed to Invest in the VT II Funds

Sign the enclosed *VantageTrust II Participation Agreement* and return it to us by:

- mail, using the enclosed envelope addressed to ICMA-RC, ATTN: Workflow Management Team, P.O. Box 96220, Washington, D.C. 20090-6220;
- email to planadoptionservices@icmarc.org; or
- fax to 202-682-6439, ATTN: Workflow Management Team.

Please remember to keep a copy for your records.

Upon receipt of your signed Participation Agreement:

1. Asset balances of, and current allocations to, the Vantagepoint Funds and the Dreyfus Cash Management Fund will be directed to the corresponding VT II Funds as illustrated in the enclosed *Investments Mapping Chart*. The date of the transfer will depend on when we receive your signed Participation Agreement. At this time, we estimate that initial transfers to VT II Funds will begin in April 2016.
2. Prior to the transfer of your RHS plan assets to VT II, we will provide notification to your RHS plan participants.

If you have any questions about adopting VT II, please contact your ICMA-RC Plan Sponsor Services team at 800-326-7272.

Thank you for your consideration.

Sincerely,

David Tanguay
Senior Vice President, Client Services

Enclosures

VantageTrust II Multiple Collective Investment Funds Trust

Participation Agreement

This Participation Agreement by and between VantageTrust Company, LLC ("Trust Company"), the trustee of the VantageTrust II Multiple Collective Investment Funds Trust (the "Trust"), and the employer executing this Participation Agreement ("Employer") on behalf of the retirement plan(s) or retirement trust(s) identified on the signature page and effective as of the date specified at the end of this Agreement (the "Retirement Trust").

RECITALS

1. The Trust Company maintains the Trust (including each separate investment fund established as a "Fund") under the Declaration of Trust dated January 1, 2015, and all other attachments thereto, as amended and in effect from time to time (the "Declaration of Trust"), as a medium for the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit-sharing plans, and retiree welfare plans within the meaning of section 401(a)(24) of the Internal Revenue Code of 1986, as amended, and related trusts, and other eligible investors that become Participating Trusts under the Declaration of Trust (defined as "Eligible Trust" in the Declaration of Trust).

2. The Retirement Trust desires to become a Participating Trust as defined in the Declaration of Trust.

DEFINITIONS

1. Unless otherwise specified herein, any capitalized word or phrase shall have the meaning as set forth in the Declaration of Trust.

AGREEMENT

In consideration of the foregoing and the promises set forth below, the parties agree to the following:

1. **Appointment and Acceptance**. The Employer hereby acknowledges that the Trust Company has appointed ICMA Retirement Corporation ("Investment Adviser"), an investment adviser registered under the Investment Advisers Act of 1940, as an investment adviser, pursuant to the terms of the Declaration of Trust to provide advice and recommendations to the Trust Company in the management of the Funds. The Employer further acknowledges and accepts that the Trust Company is a wholly owned subsidiary of Investment Adviser.

3. **Adoption of Trust.** The Retirement Trust's participation in each Fund will at all times be subject to the terms of the Declaration of Trust, which is hereby adopted as a part of the Retirement Trust and this Participation Agreement. The Retirement Trust's participation in each Fund will also be subject to the terms of the Declaration of Trust.

4. **Acceptance of Plan.** The Trust Company accepts the Retirement Trust (including each plan forming a part thereof) as a Participating Trust as of the date specified on the execution page of this Participation Agreement.

5. **Notice of Disqualification.** In the event that the Retirement Trust ceases to be an Eligible Trust as defined in the Declaration of Trust, then, in the case of any such event, the Employer shall deliver to the Trust Company a written notice of its ceasing to be an Eligible Trust within fifteen (15) calendar days of receipt of any notice, execution of any amendment, receipt of any letter or determination of such cessation. Upon the Trust

Company's receipt of such information, in writing or otherwise, the Retirement Trust's Units shall be redeemed in accordance with the provisions of the Declaration of Trust.

WARRANTIES, REPRESENTATIONS AND COVENANTS OF EMPLOYER AND ELIGIBLE TRUST

1. Employer and Retirement Trust represent and warrant as follows:

   A. The Retirement Trust meets the definition of an "Eligible Trust" under the Declaration of Trust. This means the Retirement Trust is any of the following:

      i. a retirement, pension, profit-sharing, stock bonus, or other employee benefit trust that is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code; or

      ii. an eligible governmental plan trust or custodial account under Section 457(b) of the Code that is exempt under Section 457(g) of the Code; or

      iii. Section 401(a)(24) governmental plans; or

      iv. any common, collective, or commingled trust fund the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100; or

      v. an insurance company separate account (i) the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100, (ii) with respect to which the insurance company maintaining the separate account has entered into a written arrangement with the Trust Company consistent with the requirements of Revenue Ruling 2011-1, and (iii) the assets of which are insulated from the claims of the insurance company's general creditors; or

      vi. any other plan, trust, or other entity that is an eligible investor in a group trust under Revenue Ruling 81-100.

   B. The Retirement Trust is established, maintained and administered under one or more documents that authorize part or all of the assets of the Retirement Trust to be transferred to, and commingled for investment purposes in, a Trust that meets the requirements of Revenue Ruling 81-100;

   C. The Declaration of Trust (including each Fund thereunder) is adopted as part of the Retirement Trust;

   D. Authorization or license from any foreign, federal, state or local regulatory authority or agency required on the part of the Employer or the Retirement Trust has been obtained and any necessary filing with any of the foregoing has been duly made.

2. Employer hereby represents and acknowledges the following:

   A. It has the requisite authority to enter into this Participation Agreement on behalf of the Retirement Trust, to authorize investments under the provisions of the documents of the Retirement Trust and to make, on behalf of the Retirement Trust, any and all certifications, covenants, representations or warranties set forth in this Agreement.

B. It has received and reviewed the Declaration of Trust, any addenda thereto, the VantageTrust II Funds Disclosure Memorandum, and any additional materials and information it has requested describing the Trust, and its business and operation, and that in making a prudent investment decision with respect to the contribution of assets to the Trust in exchange for Units, the Employer has relied solely upon independent investigations made, directly or indirectly, by it.

C. It has been given the opportunity to review with the Trust Company the terms and conditions of this Participation Agreement and the Declaration of Trust, and to obtain additional information to verify the accuracy of the information contained in the aforesaid materials, and such other information as it desires to evaluate its investment in the Trust.

D. The Units of the Fund(s) have not been registered under the Securities Act of 1933, or the applicable securities laws of any states or other jurisdictions.

E. Neither the Trust nor any Fund is registered under the Investment Company Act of 1940 and investors are not entitled to the protections of that Act.

F. The Units of the Fund(s) are not insured by the Federal Deposit Insurance Corporation or any other type of deposit insurance coverage.

3. Employer agrees promptly to notify the Trust Company in the event that any of the representations set forth above or any information provided pursuant to the provisions hereof ceases to be accurate during the term of this Participation Agreement. Until such notice is given to the Trust Company, the Trust Company may rely on the representations contained in, and all other information provided pursuant to or as contemplated by, this Participation Agreement in connection with all matters related to the Funds and the Trust.

FEES AND EXPENSES

1. Fees and expenses incurred with respect to the Trust, including compensation of the Trustee, shall be paid in accordance with the Declaration of Trust.

MISCELLANEOUS

1. **Construction**. This Participation Agreement shall be deemed to be executed and delivered in the District of Columbia, and, except to the extent superseded by federal laws, all laws or rules of construction of the District of Columbia shall govern the rights of the parties hereto and the interpretation of provisions of this Participation Agreement.

2. **Counterparts**. This Participation Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but the several counterparts shall together constitute one and the same Participation Agreement of the parties hereto.

3. **Amendments**. This Participation Agreement shall be automatically amended by any amendment to the Declaration of Trust, and all such amendments shall be automatically incorporated by reference herein, and any provisions of this Participation Agreement inconsistent with the terms of such amendment shall be null and void on and after the effective date of such amendment.

4. **Agreement Conflicts.** In the event that any terms of this Participation Agreement conflict with or are in addition to the terms of any Administrative Services Agreement ("ASA") between the parties, the terms of this Participation Agreement and the Declaration of Trust shall prevail. In the event that the terms of this

Participation Agreement conflict with the terms of the Declaration of Trust, the terms of the Declaration of Trust shall prevail.

5. **Prohibited Transactions.** If the Trust Company determines that the Retirement Trust's involvement with certain assets, liabilities or transactions will result, or has resulted, in the Trust engaging in a transaction that is prohibited by the Internal Revenue Code, Securities Act of 1933, Investment Company Act of 1940 or other applicable law, the Trust Company, in its sole discretion, may take action to correct such prohibited transaction, or may treat the Retirement Trust as having withdrawn from participation and shall redeem the Retirement Trust's Units, all in accordance with the Declaration of Trust.

6. **Severability**. Each clause or term of this Participation Agreement is severable from the entire Participation Agreement, and if any clause or term is declared invalid, the remaining clauses or terms shall remain in effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date specified below.

VantageTrust II Multiple Collective Investment Funds Trust
By: VantageTrust Company, LLC, as Trustee,

By: Angela C. Montez

Angela Montez
Secretary

Plan/Retirement Trust:

VILLAGE OF GERMANTOWN
Plan/Retirement Trust Name

803018
ICMA-RC Plan Number

By: VILLAGE OF GERMANTOWN
Name of Employer or Fiduciary

C2343
Customer Number

By: ______________________
Authorized Officer Signature

____
Date

____
Printed Name and Title

____

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Address

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Telephone Number

VANTAGECARE RETIREMENT HEALTH SAVINGS PLAN
VANTAGETRUST II INVESTMENT OPTIONS

VantageTrust Funds

The table below shows the VantageTrust II Multiple Collective Investment Funds Trust ("VantageTrust II") investment options that may be available through your VantageCare Retirement Health Savings Plan. VantageTrust II is a group trust established and maintained by VantageTrust Company, LLC, a wholly owned subsidiary of ICMA-RC. VantageTrust II provides for the commingling of assets of certain benefit trusts and benefit plans as defined in its Declaration of Trust and Participation Agreement, and is only available for investment by such eligible benefit trusts and benefit plans.

The VantageTrust II Funds are not mutual funds. Fund units are not deposits of VantageTrust Company and are not insured by the Federal Deposit Insurance Corporation or any other agency. The VantageTrust II Funds are securities that have not been registered under the Securities Act of 1933 and are exempt from investment company registration under the Investment Company Act of 1940.

Each VantageTrust II Fund, except for the VT II Cash Management Fund, invests substantially all of its assets in a series of The Vantagepoint Funds, a registered mutual fund that is sponsored by ICMA-RC and managed by its affiliate. Additional information about The Vantagepoint Funds can be found in the prospectus that is available online at www.icmarc.org/investments or by calling 800-669-7400.

Before investing in a VantageTrust II Fund you should carefully consider your investment goals, tolerance for risk, investment time horizon, and personal circumstances. There is no guarantee that a VantageTrust II Fund will meet its investment objective and you can lose money.

To ensure that you have the most current fund information, please log on to Account Access at www.icmarc.org for a complete list of investment options available in your plan or call ICMA-RC Investor Services at 800-669-7400.

For additional information regarding the VantageTrust II Funds, including a description of the principal risks, please consult the VantageTrust II Funds Disclosure Memorandum, which is available when you log in at www.icmarc.org, or upon request by calling Investor Services at 800-669-7400.

CASH MANAGEMENT FUND

VT II Cash Management Fund

Fund Code 8856

Investment Objective	To seek as high a level of current income as is consistent with the preservation of capital and the maintenance of liquidity.
Principal Investment Strategies	The underlying fund normally invests in a diversified portfolio of high quality, dollar-denominated short-term debt securities, including: securities issued or guaranteed as to principal and interest by the U.S. government or its agencies or instrumentalities; certificates of deposit, time deposits, bankers' acceptances, and other short-term securities issued by domestic or foreign banks or their subsidiaries or branches; repurchase agreements, including tri-party repurchase agreements; asset-backed securities; and commercial paper and other short-term corporate obligations, including those with floating or variable rates of interest. Normally, the underlying fund invests at least 25% of its net assets in bank obligations.
Principal Risks	Interest Rate Risk, Credit Risk, Liquidity Risk, Banking Industry Risk, Foreign Securities Risk, U.S. Government Agency Risk, U.S. Treasury Securities Risk, Repurchase Agreement Counterparty Risk, Municipal Securities Risk
Estimated Expense Ratio	0.83%

FIXED INCOME FUNDS

VT II Vantagepoint Low Duration Bond Fund

Fund Code 8624

Investment Objective	To seek total return that is consistent with preservation of capital.
Principal Investment Strategies	The underlying mutual fund invests, under normal circumstances, at least 80% of its net assets in bonds and other fixed income securities of varying maturities, and normally invests at least 65% of its net assets in bonds and other fixed income securities with more than one year to maturity. The underlying mutual fund seeks to maintain a portfolio effective duration of no greater than three years. It may invest in high yield securities ("junk bonds") and floating rate loans, as well as foreign securities and derivative instruments.
Principal Risks	Credit Risk, Interest Rate Risk, Asset-Backed Securities Risk, Mortgage-Backed Securities Risk, Prepayment and Extension Risk, Municipal Securities Risk, Call Risk, U.S. Government Agency Securities Risk, Foreign Securities Risk, Foreign Currency Risk, Floating Rate Loans Risk, High Yield Securities Risk, Derivative Instruments Risk, Multi-Manager Risk
Estimated Expense Ratio	0.84%

VT II Vantagepoint Inflation Focused Fund

Fund Code 8675

Investment Objective	To offer inflation protection and income.
Principal Investment Strategies	The underlying mutual fund invests, under normal circumstances, in a combination of (1) inflation-indexed fixed income securities or instruments, (2) other fixed income securities or instruments, and (3) inflation-linked derivatives. To the extent that the underlying mutual fund's subadvisers invest in fixed income securities that are not inflation-indexed, they may use inflation-linked derivatives in connection with such investments to seek to achieve the investment objective. The underlying mutual fund generally invests in investment grade fixed income securities.
Principal Risks	Inflation-Adjusted Securities Risk, Interest Rate Risk, Credit Risk, Foreign Securities Risk, Foreign Currency Risk, U.S. Government Agency Securities Risk, Derivative Instruments Risk, Call Risk, Mortgage-Backed Securities Risk, Asset-Backed Securities Risk, Municipal Securities Risk, Multi-Manager Risk
Estimated Expense Ratio	0.87%

U.S. STOCK FUNDS

VT II Vantagepoint Equity Income Fund

Fund Code 8625

Investment Objective	To offer long-term capital growth with consistency derived from dividend yield.
Principal Investment Strategies	The underlying mutual fund invests, under normal circumstances, at least 80% of its net assets in equity securities. The underlying mutual fund seeks to invest primarily in the common stocks of U.S. companies that its subadvisers believe will pay dividends. As a result of its income focus, certain sectors or industries may be emphasized. The underlying mutual fund may exhibit greater sensitivity to certain economic factors (e.g., changing interest rates) than will the general stock market. It may invest in companies of all sizes, but generally focuses on larger capitalization companies. A portion of the underlying mutual fund invests in (or obtains exposure to) stocks included in a custom version of the Russell 1000® Value Index, following an indexed or passively managed approach to investing.
Principal Risks	Stock Market Risk, Preferred Stock Risk, Style Risk, Equity Income/Interest Rate Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Indexing Risk, Foreign Securities Risk, Foreign Currency Risk, Convertible Securities Risk, Multi-Manager Risk
Estimated Expense Ratio	1.00%

VT II Vantagepoint Growth & Income Fund

Fund Code 8647

Investment Objective	To offer long-term capital growth and current income.
Principal Investment Strategies	The underlying mutual fund invests, under normal circumstances, primarily in U.S. common stocks that its subadvisers believe offer the potential for capital appreciation or that may provide current income by paying dividends. Strategies used by its subadvisers include 1) focusing on large-capitalization U.S. companies whose common stocks are believed to offer potential for price appreciation because of undervaluation, earnings growth, or both; and 2) emphasizing U.S. stocks that may pay dividends.
Principal Risks	Stock Market Risk, Preferred Stock Risk, Mid-Cap Securities Risk, Foreign Securities Risk, Equity Income/Interest Rate Risk, Foreign Currency Risk, Convertible Securities Risk, Multi-Manager Risk
Estimated Expense Ratio	0.99%

VT II Vantagepoint Growth Fund

Fund Code 8620

Investment Objective	To offer long-term capital growth.
Principal Investment Strategies	The underlying mutual fund invests, under normal circumstances, primarily in U.S. common stocks that are considered by its subadvisers to have above-average potential for growth. Its subadvisers emphasize stocks of well established medium- and large-capitalization firms. The underlying mutual fund also may invest in foreign equity securities, small-capitalization equity securities, U.S. preferred securities, and U.S. convertible securities.
Principal Risks	Stock Market Risk, Preferred Stock Risk, Foreign Securities Risk, Foreign Currency Risk, Style Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Convertible Securities Risk, Multi-Manager Risk
Estimated Expense Ratio	1.03%

VT II Vantagepoint Select Value Fund

Fund Code 8622

Investment Objective	To offer long-term growth from dividend income and capital appreciation.
Principal Investment Strategies	The underlying mutual fund invests, under normal circumstances, primarily in common stocks of mid-capitalization U.S. companies that its subadvisers believe present attractive investment opportunities at favorable prices in relation to the intrinsic worth of the issuer and may offer the possibility for growth through the reinvestment of dividends. The underlying mutual fund generally seeks to invest in common stocks of companies with market capitalizations that fall within the range of companies in the Russell Midcap® Value Index. It also may invest in foreign equity securities, U.S. preferred stock, U.S. convertible securities, and small-capitalization equity securities and may invest up to 10% of its net assets in REITs.
Principal Risks	Stock Market Risk, Mid-Cap Securities Risk, Small-Cap Securities Risk, Equity Income/Interest Rate Risk, Style Risk, REITs Risk, Foreign Securities Risk, Foreign Currency Risk, Preferred Stock Risk, Convertible Securities Risk, Multi-Manager Risk
Estimated Expense Ratio	1.19%

VT II Vantagepoint Aggressive Opportunities Fund

Fund Code 8626

Investment Objective	To offer high long-term capital appreciation.
Principal Investment Strategies	The underlying mutual fund invests, under normal circumstances, primarily in common stocks of small- to mid-capitalization U.S. and foreign companies. One or more of its subadvisers employing an actively managed strategy seeks to select common stocks it believes offer the opportunity for high capital appreciation. In addition, a portion of the underlying mutual fund invests in (or obtains exposure to) stocks included in a custom version of the Russell Midcap® Growth Index, following an indexed or "passively managed" approach to investing. The range of stocks in which the underlying mutual fund generally invests is expected to be that of the Russell Midcap® Index.
Principal Risks	Stock Market Risk, Mid-Cap Securities Risk, Style Risk, Small-Cap Securities Risk, Indexing Risk, Foreign Securities Risk, Foreign Currency Risk, Derivative Instruments Risk, Preferred Stock Risk, Convertible Securities Risk, Multi-Manager Risk
Estimated Expense Ratio	1.05%

VT II Vantagepoint Discovery Fund

Fund Code 8623

Investment Objective	To offer long-term capital growth.
Principal Investment Strategies	The underlying mutual fund invests, under normal circumstances, primarily in a combination of common stocks of U.S. small-capitalization companies, Russell 2000® Index futures contracts, and U.S. and foreign fixed income securities. Its subadvisers select stocks that they believe have above average potential for growth and that generally have market capitalizations that fall within the range of companies in the Russell 2000® Index. The underlying mutual fund's U.S. and foreign fixed income securities (1) are held, in part, as collateral in conjunction with its use of futures contracts; (2) may include government and agency securities, corporate bonds, mortgage-backed securities, asset-backed securities, and municipal securities; and (3) at all times have a portfolio effective duration no greater than three years. In addition to using Russell 2000® Index futures contracts, the underlying mutual fund's subadvisers also may use other derivative instruments. The underlying mutual fund also may invest in foreign equity securities (including those of issuers located in emerging market countries), U.S. preferred stock, and U.S. and foreign convertible stock.
Principal Risks	Stock Market Risk, Small-Cap Securities Risk, Preferred Stock Risk, Foreign Securities Risk, Foreign Currency Risk, Convertible Securities Risk, High Yield Securities Risk, Municipal Securities Risk, Derivative Instruments Risk, Interest Rate Risk, Credit Risk, Call Risk, Mortgage-Backed Securities Risk, Asset-Backed Securities Risk, U.S. Government Agency Securities Risk, Multi-Manager Risk
Estimated Expense Ratio	1.17%

INTERNATIONAL FUND

VT II Vantagepoint International Fund

Fund Code 8645

Investment Objective	To offer long-term capital growth and diversification by country.
Principal Investment Strategies	The underlying mutual fund invests primarily in the common stocks of companies headquartered outside the United States. Under normal circumstances, the underlying mutual fund invests at least 80% of its net assets in foreign equity securities (common and preferred stock), including securities of issuers located in emerging market countries. It also may invest in U.S. or foreign fixed income securities of any maturity, U.S. equity securities, and U.S. or foreign convertible securities.
Principal Risks	Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Foreign Currency Risk, Preferred Stock Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Derivative Instruments Risk, Credit Risk, Interest Rate Risk, Convertible Securities Risk, Multi-Manager Risk
Estimated Expense Ratio	1.19%

INDEX FUNDS

VT II Vantagepoint Core Bond Index Fund

Fund Code 8630

Investment Objective	To offer current income by approximating the performance of the Barclays U.S. Aggregate Bond Index.
Principal Investment Strategies	The underlying mutual fund invests, under normal circumstances, at least 80% of its net assets in bonds and other fixed income securities included in the Barclays U.S. Aggregate Bond Index, selected and weighted to seek to result in investment characteristics comparable to those of that index and performance that correlates with the performance of that index. It considers To-Be-Announced ("TBA") transactions that provide substantially similar exposure to securities in the Barclays U.S. Aggregate Bond Index to be investments included within the index. The underlying mutual fund follows an indexed or "passively managed" approach to investing. A sampling technique is employed to approximate index characteristics, using fewer securities than are contained in the index.
Principal Risks	Interest Rate Risk, U.S. Government Agency Securities Risk, Mortgage-Backed Securities Risk, TBA Risk, Asset-Backed Securities Risk, Prepayment and Extension Risk, Credit Risk, Indexing Risk
Estimated Expense Ratio	0.63%

VT II Vantagepoint 500 Stock Index Fund

Fund Code 8637

Investment Objective	To offer long-term capital growth by approximating the performance of the S&P 500 Index.
Principal Investment Strategies	The underlying mutual fund invests, under normal circumstances, at least 90% of its net assets in stocks included in the S&P 500 Index, weighted to seek to replicate the investment characteristics of the S&P 500 Index and performance that correlates with that of the index. The underlying mutual fund follows an indexed or "passively managed" approach to investing.
Principal Risks	Stock Market Risk, Indexing Risk
Estimated Expense Ratio	0.62%

VT II Vantagepoint Broad Market Index Fund

Fund Code 8650

Investment Objective	To offer long-term capital growth by approximating the performance of the Russell 3000® Index.
Principal Investment Strategies	The underlying mutual fund invests, under normal circumstances, at least 90% of its net assets in equity issuers included in the Russell 3000® Index, selected and weighted to seek to result in investment characteristics comparable to those of that index and performance that correlates with the performance of that index. The underlying mutual fund follows an indexed or "passively managed" approach to investing.
Principal Risks	Stock Market Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Indexing Risk
Estimated Expense Ratio	0.62%

VT II Vantagepoint Mid/Small Company Index Fund

Fund Code 8638

Investment Objective	To offer long-term capital growth by approximating the performance of the Russell 2500™ Index.
Principal Investment Strategies	The underlying mutual fund invests, under normal circumstances, at least 90% of its net assets in equity issuers included in the Russell 2500™ Index, selected and weighted to seek to replicate the investment characteristics of the Russell 2500™ Index and performance that correlates with the performance of that index. The underlying mutual fund follows an indexed or "passively managed" approach to investing.
Principal Risks	Stock Market Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, REITs Risk, Indexing Risk
Estimated Expense Ratio	0.62%

VT II Vantagepoint Overseas Equity Index Fund

Fund Code 8636

Investment Objective	To offer long-term capital growth and diversification by approximating the performance of the MSCI Europe Australasia Far East (EAFE) Index (Net).
Principal Investment Strategies	The underlying mutual fund invests, under normal circumstances, at least 90% of its net assets in a portfolio of the equity securities (common and preferred stock) in the MSCI Europe Australasia Far East (EAFE) Index (Net), weighted to seek to replicate the investment characteristics of that index and performance that correlates with that of the index. The underlying mutual fund follows an indexed or "passively managed" approach to investing.
Principal Risks	Stock Market Risk, Foreign Securities Risk, Mid-Cap Securities Risk, Foreign Currency Risk, Indexing Risk
Estimated Expense Ratio	0.73%

VT II Vantagepoint Milestone Funds and VT II Vantagepoint Model Portfolio Funds

The VT II Vantagepoint Milestone Funds are target date funds and the VT II Vantagepoint Model Portfolio Funds are target risk funds. Each invests substantially all of its assets in the single Vantagepoint Milestone Fund ("Milestone Fund") or Vantagepoint Model Portfolio Fund ("Model Portfolio Fund") that shares its investment objective. In turn, each underlying Milestone Fund or Model Portfolio Fund is a "fund of funds" that invests substantially all of its assets in other Vantagepoint Funds and one or more third party ETFs. By investing in this way, each Milestone Fund or Model Portfolio Fund is exposed to the risks as well as the potential rewards of its underlying funds and of the portfolio holdings and strategies of those funds.

TARGET RISK FUNDS

VT II Vantagepoint Model Portfolio Conservative Growth Fund

Fund Code 8852

Investment Objective	To offer reasonable current income and capital preservation, with modest potential for capital growth.
Principal Investment Strategies	The underlying mutual fund invests in a combination of other Vantagepoint Funds and one or more third party exchange-traded funds ("ETFs") to seek to obtain exposure to approximately 61% fixed income investments, 30% equity investments, and 9% multi-strategy investments. Multi-strategy investments generally include asset classes and strategies that seek to provide additional diversification from traditional stocks and bonds. Examples may include convertible securities, derivative-based strategies, and real estate investment trusts ("REITs"), among others.
Principal Risks	Asset Allocation Risk, Investing in Other Investment Companies, ETF Risks, Interest Rate Risk, Credit Risk, Convertible Securities Risk, High Yield Securities Risk, Mortgage- Backed Securities Risk, Asset-Backed Securities Risk, Prepayment and Extension Risk, U.S. Government Agency Securities Risk, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Derivative Instruments Risk, Indexing Risk, Large Investor Risk
Estimated Expense Ratio	1.05%

VT II Vantagepoint Model Portfolio Traditional Growth Fund

Fund Code 8853

Investment Objective	To offer moderate capital growth and reasonable current income.
Principal Investment Strategies	The underlying mutual fund invests in a combination of other Vantagepoint Funds and one or more third party exchange-traded funds ("ETFs") to seek to obtain exposure to approximately 34% fixed income investments, 54% equity investments, and 12% multi-strategy investments. Multi-strategy investments generally include asset classes and strategies that seek to provide additional diversification from traditional stocks and bonds. Examples may include convertible securities, derivative-based strategies, and real estate investment trusts ("REITs"), among others.
Principal Risks	Asset Allocation Risk, Investing in Other Investment Companies, ETF Risks, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Equity Income/Interest Rate Risk, Convertible Securities Risk, High Yield Securities Risk, Interest Rate Risk, Credit Risk, Mortgage-Backed Securities Risk, Asset-Backed Securities Risk, Prepayment and Extension Risk, U.S. Government Agency Securities Risk, Derivative Instruments Risk, Indexing Risk, Large Investor Risk
Estimated Expense Ratio	1.07%

VT II Vantagepoint Model Portfolio Long-Term Growth Fund

Fund Code 8854

Investment Objective	To offer high long-term capital growth and modest current income.
Principal Investment Strategies	The underlying mutual fund invests in a combination of other Vantagepoint Funds and one or more third party exchange-traded funds ("ETFs") to seek to obtain exposure to approximately 15% fixed income investments, 72% equity investments, and 13% multi-strategy investments. Multi-strategy investments generally include asset classes and strategies that seek to provide additional diversification from traditional stocks and bonds. Examples may include convertible securities, derivative-based strategies, and real estate investment trusts ("REITs"), among others.
Principal Risks	Asset Allocation Risk, Investing in Other Investment Companies, ETF Risks, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Equity Income/Interest Rate Risk, Convertible Securities Risk, High Yield Securities Risk, Interest Rate Risk, Credit Risk, Mortgage-Backed Securities Risk, Asset-Backed Securities Risk, Prepayment and Extension Risk, Derivative Instruments Risk, Indexing Risk, Large Investor Risk
Estimated Expense Ratio	1.11%

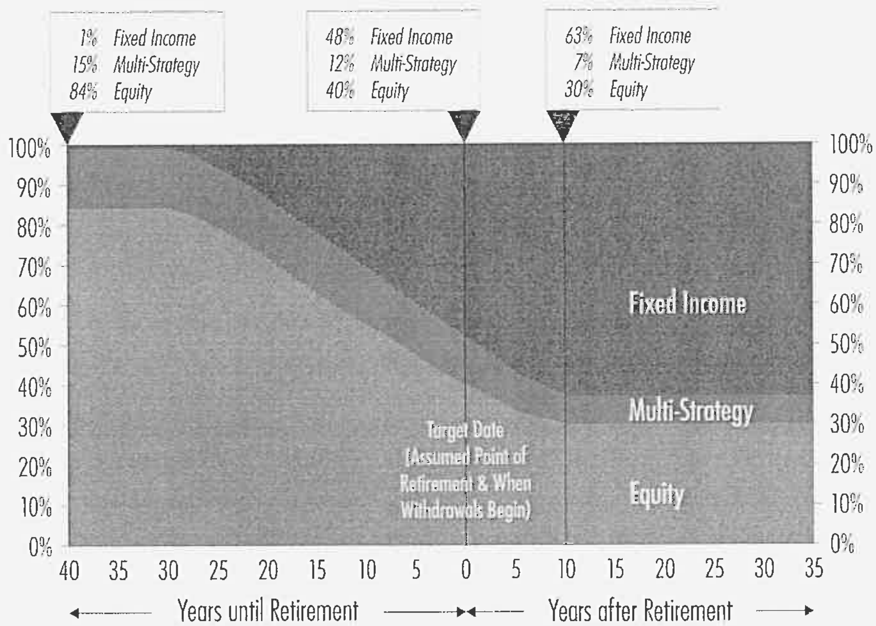
VT II Vantagepoint Model Portfolio Global Equity Growth Fund FUND CODE 8855

INVESTMENT OBJECTIVE	To offer high long-term capital growth.
PRINCIPAL INVESTMENT STRATEGIES	The underlying mutual fund invests, under normal circumstances, 100% of its net assets in equity funds by investing in a combination of other Vantagepoint Funds and one or more third party exchange-traded funds ("ETFs") whose assets are invested, under normal circumstances, at least 80% in equity securities (common and preferred stock) or instruments that provide equity exposure. The underlying mutual fund expects to have significant exposure to non-U.S. securities.
PRINCIPAL RISKS	Asset Allocation Risk, Investing in Other Investment Companies, ETF Risks, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Preferred Stock Risk, Equity Income/Interest Rate Risk, Indexing Risk, Large Investor Risk
ESTIMATED EXPENSE RATIO	1.15%

TARGET DATE FUNDS

The targeted allocation of each Milestone Fund's assets among underlying funds and the asset classes they represent is determined by Vantagepoint Investment Advisers, LLC ("VIA"), the investment adviser to The Vantagepoint Funds. Over time, VIA will adjust the asset allocation of each "dated" Milestone Fund to seek to become more conservative as the year designated in its name approaches and for approximately 10 years beyond the designated year. This is intended to reduce investment risk as investors move toward and into retirement. However, there is no guarantee that this goal will be achieved, and investors may lose money investing in the Milestone Funds. Ten years after the date in the Milestone Fund's name, it will reach its "landing point" and its target asset allocation becomes constant. The sequence of asset allocation changes that the dated Milestone Funds are expected to follow is known as the "glide path" and is illustrated in the chart below.

All dated Milestone Funds expect to follow the same glide path, regardless of target year.



VT II Vantagepoint Milestone Retirement Income Fund

Fund Code 8850

Investment Objective	To offer current income and opportunities for capital growth that have limited risk.
Principal Investment Strategies	The underlying mutual fund invests in a combination of other Vantagepoint Funds and one or more third party exchange-traded funds ("ETFs") to seek to obtain exposure to approximately 63% fixed income funds, 30% equity investments, and 7% multi-strategy fund. Multi-strategy investments generally include asset classes and strategies that seek to provide additional diversification from traditional stocks and bonds. Examples may include convertible securities, derivative-based strategies, and real estate investment trusts ("REITs"), among others.
Principal Risks	Asset Allocation Risk, Investing in Other Investment Companies, ETF Risks, Interest Rate Risk, Credit Risk, Convertible Securities Risk, High Yield Securities Risk, Mortgage-Backed Securities Risk, Asset-Backed Securities Risk, Prepayment and Extension Risk, U.S. Government Agency Securities Risk, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Derivative Instruments Risk, Mid-Cap Securities Risk, Indexing Risk, Large Investor Risk
Estimated Expense Ratio	1.01%

VT II Vantagepoint Milestone 2010 Fund

Fund Code 8857

Investment Objective	To offer high total return consistent with the Fund's current asset allocation.
Principal Investment Strategies	The underlying mutual fund invests in a combination of other Vantagepoint Funds and one or more third party exchange-traded funds ("ETFs") using an asset allocation strategy designed for investors who retired in or around the year 2010 and would like to make gradual withdrawals from their investment. The underlying mutual fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment adviser believes to be appropriate. Multi-strategy investments generally include asset classes and strategies that seek to provide additional diversification from traditional stocks and bonds. Examples may include convertible securities, derivative-based strategies, and real estate investment trusts ("REITs"), among others. As time elapses, the underlying mutual fund's allocation to equity and multi-strategy investments decreases and the its allocation to fixed income investments increases so that by June 30 of the year 2020 (10 years after the year indicated in its name), the underlying mutual fund's net assets will be invested approximately 30% in equity funds, 63% in fixed income funds, and 7% in the multi-strategy fund.
Principal Risks	Asset Allocation Risk, Investing in Other Investment Companies, ETF Risks, Interest Rate Risk, Credit Risk, Mortgage-Backed Securities Risk, Convertible Securities Risk, High Yield Securities Risk, Asset-Backed Securities Risk, Prepayment and Extension Risk, U.S. Government Agency Securities Risk, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Mid-Cap Securities Risk, Derivative Instruments Risk, Indexing Risk, Large Investor Risk
Estimated Expense Ratio	1.02%

VT II Vantagepoint Milestone Funds

2015	2020	2025	2030	2035	2040	2045	2050
Fund Code 8858	Fund Code 8859	Fund Code 8860	Fund Code 8861	Fund Code 8862	Fund Code 8863	Fund Code 8864	Fund Code 8865

Investment Objective	To offer high total return consistent with the Fund's current asset allocation.
Principal Investment Strategies	The corresponding underlying Vantagepoint Milestone fund invests in a combination of other Vantagepoint Funds and one or more third party exchange-traded funds ("ETFs") using an asset allocation strategy designed for investors who expect to begin making gradual withdrawals from the Fund, typically at or after retirement (assumed to occur at age 60), in or around the year stated in the underlying mutual fund's name. The underlying mutual fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment adviser believes to be appropriate. Multi-strategy investments generally include asset classes and strategies that seek to provide additional diversification from traditional stocks and bonds. Examples may include convertible securities, derivative-based strategies, and real estate investment trusts ("REITs"), among others. As time elapses, the underlying mutual fund's allocation to equity and multi-strategy investments decreases and its allocation to fixed income investments increases so that by June 30 of the 10th year after the year indicated in the underlying mutual fund's name, its net assets will be invested approximately 30% in equity funds, 63% in fixed income funds, and 7% in the multi-strategy fund.
Principal Risks	Asset Allocation Risk, Investing in Other Investment Companies, ETF Risks, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Equity Income/Interest Rate Risk, Convertible Securities Risk, High Yield Securities Risk, Interest Rate Risk, Credit Risk, Mortgage-Backed Securities Risk, Asset-Backed Securities Risk, Prepayment and Extension Risk, U.S. Government Agency Securities Risk, Derivative Instruments Risk, Indexing Risk, Large Investor Risk

Estimated Expense Ratio

2015	2020	2025	2030	2035	2040	2045	2050
1.02%	1.03%	1.05%	1.06%	1.09%	1.10%	1.16%	1.32%

VII. I

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: March 7, 2016

AGENDA ITEM: Consent Agenda (GGF Committee)

ITEM TITLE: 2016 Weights & Measures Resolution

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

SUMMARY EXPLANATION:
Pursuant to a Memorandum of Agreement (MOA) between the Village and the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) regarding DATCP's duties as the "sealer" of weights & measures devices, the Village Board is required to establish an annual fee schedule for all types of weights & measures devices used within the Village.

The ORIGINAL July 1, 2010 MOA is an annual, self-renewing agreement wherein DATCP informs the Village what their costs will be for their services. For 2016, DATCP's cost will be $5,600 (no change from 2015). The Village is obligated to pay this cost pursuant to the Agreement. In turn, the Village adds a small administrative fee ($1,000 was budgeted for 2016) in an effort to recover the costs incurred for administration of the program by Community Development-Inspection Services staff. The total of DATCP's cost and the Village's administration fee ($6,600 for 2016) is then divided by the number and type of devices for which a license was issued last year in order to determine the specific fee by type of device (different devices require a greater amount of inspection time as determined by DATCP and, in turn, are charged a higher fee).

Approval of this resolution occurs every year and the fees for 2016 are essentially the same as those charged in 2015 (the number and type of devices used by businesses in the Village changes very little from year to year).

A resolution establishing the "Weights & Measures Device 2016 Fee Schedule" has been prepared and is required to be adopted by the Board.

ATTACHMENTS:
- Draft Resolution w/ the 2016 Weights & Measures Device Fee Schedule

RESOLUTION NO. R_____

ESTABLISHING A 2016 FEE SCHEDULE FOR WEIGHTS & MEASURES DEVICES REQUIRED UNDER SECTION 12.26 OF THE MUNICIPAL CODE

WHEREAS, The Village of Germantown and the Wisconsin Department of Agriculture, trade and Consumer Protection (DATCP) entered into a self-renewing Memorandum of Agreement (dated July 1, 2010) where both agencies agree that DATCP will furnish the services and perform the duties of sealers of weights and measures on an annual basis from July 1 to June 30 required under Chapter 98.04, and, that the Village will pay DATCP an amount necessary to cover the cost of such services no later than May 1 of the current fiscal year; and

WHEREAS, the amount of such services agreed to as set forth in the Memorandum of Agreement for the Year 2016 is $5,600; and

WHEREAS, the Village of Germantown charges administrative fees totaling $1,000 per year that are prorated per device to cover costs incurred by the Village's Community Development Department associated with the processing, review and administration of the Village's weights & measures license regulations set forth in Section 12.26; and

WHEREAS, it is required under Section 12.26(7) that the Village Board establish a schedule of fees for each type of weighing and measuring device used for the purpose of computing a charge or payment for service rendered on the basis of weight or measure within the Village of Germantown; and

WHEREAS, on February 23, 2016, the Village's General Government & Finance Committee did review and recommend approval of the proposed Weights & Measures Fee Table set forth in Exhibit 1 attached hereto; and

NOW, THEREFORE, BE IT RESOLVED that the Weights & Measures Device Fee Schedule attached hereto as Exhibit 1 is hereby established for licenses issued in 2016.

Introduced by: ______________________
Adopted: ______________________
Vote: Ayes: ___ Nays: ___

ATTEST:

____
Barbara K.D. Goeckner
Village Clerk

____
Dean Wolter
Village President

EXHIBIT 1.

WEIGHTS & MEASURES DEVICE
2016 FEE SCHEDULE

Device Type	Inspection Time (hrs) Per Device	# of Devices	Total Time (hrs)	% of Time	Total Cost	Fee ($) Per Device
Vehicle Scales	1.5	4	6	4.58%	$ 302.29	$ 75.57
Small Capacity Scales 0-30#	0.3	38	11.4	8.70%	$ 574.35	$ 15.11
Large Capacity Scales 31-1000 #	0.7	5	3.5	2.67%	$ 176.34	$ 35.27
Point of Sale Scanner Combos	0.4	63	25.2	19.24%	$ 1,269.62	$ 20.15
Liquid Measuring Devices (LMDs)	0.3	283	84.9	64.81%	$ 4,277.40	$ 15.11
Totals		393	131	100.00%	$ 6,600.00	

Late Fee (per license)	$100.00

VII. J

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: March 7, 2016

AGENDA ITEM: Consent Agenda

ITEM TITLE: Village Labor & Equipment Rates - 2016

SUBMITTED BY: Lawrence W Ratayczak, P.E., Director of Public Works

SUMMARY EXPLANATION:

As the Village may be requested for personnel and/or equipment to assist in a project or emergency repairs of Village public works, staff typically prepares a list of rates to be charged for labor and equipment. In 2016 staff is recommending a Labor Rate Schedule that reflects direct labor cost, which includes wages, benefits and a 15% addition for administrative cost. Labor rates for the last several years were developed to reflect private market rates. Staff has reviewed State Statutes with Village Attorney, consulted with the Village Fire Chief, Police Chief, Director of Development and several surrounding communities with all recommending/utilizing direct labor, benefit and administrative cost for a total charge out rate.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _X_

Suggested Labor and Equipment Rates for 2016.

RECOMMENDATION:

It is the recommendation of the Director of Public Works for the Village Board to approve the attached Labor & Equipment Rates as approved through unanimous vote by the General Government and Finance Committee.

COMMITTEE ACTION:

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

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. xx-16

A RESOLUTION ESTABLISHING A SCHEDULE FOR LABOR AND EQUIPMENT RATES

WHEREAS, the Village Board desires to set the Labor and Equipment Rate schedule for certain Labor Grades and type of Equipment utilized to perform work by the Village's Department of Public Works; and

WHEREAS, the Director of Public Works has determined that the actual cost of labor is to include the direct labor cost plus 15% for overhead expenses; and

WHEREAS, the Director of Public Works has reviewed these rates, as they compare to the municipal costs of providing the same and has also reviewed the Labor and Equipment Rates charged by other municipalities in the area; and

WHEREAS, the Director of Public Works has recommended that the existing labor and equipment rates schedule be amended so as to reflect the actual cost to the Village of providing these services;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Germantown, Wisconsin, do hereby set the Labor and Equipment Rates with the rate schedule attached to this Resolution, which shall be henceforth used and shall constitute the labor and equipment rates for work performed by the Department of Public Works or until amended or rescinded by further resolution of the Village Board.

Introduced by Trustee:

Adopted: March 7, 2016 Vote: Ayes: Nays: Absent:

____

Dean M. Wolter, Village President

ATTEST:

____

Barbara K.D. Goeckner, Village Clerk

LABOR RATES -- 2016

VILLAGE OF GERMANTOWN

POSITION DESCRIPTION	Annual Hourly Rates 2015	2016
Director of Public Works	$95.00	$72.21
Village Engineer	$90.00	$60.83
Project Engineer	$68.00	$52.40
Engineer Tech III / Land Surveyor	$65.00	$45.97
Land Surveyor/Survey Crew w/Robot	$152.00	$133.66
Highway Superintendent	$67.00	$52.09
Zoning Administrator/Planner	$77.00	$59.18
Civil Engineer	$61.00	$38.79
Record Drawing Documentation Preparation	$96.00	$46.14
Construction Inspection	$96.00	$46.14
Highway Maintenance Worker II	$53.00	$43.70
Highway Operators (Traffic Signals)	$93.00	$50.74
Water Superintendent	$67.00	$52.09
Waste Water Superintendent	$67.00	$52.09
Utility Operator	$53.00	$44.83
Clerical	$46.00	$35.34

NOTE: 2016 rates reflect the actual total wage cost to Village in 2015 with a 2% increase to account for a 2016 wage increase and 15% for Administrative Costs;; 2015 wages were a hybred of the regular wages adjusted to an estimated Market Value of comparible positions.

EQUIPMENT RATES -- 2016

VILLAGE OF GERMANTOWN

EQUIPMENT DESCRIPTION	Annual Hourly Rates 2015	2016
Cruz-Air	$61.00	$62.22
Case Backhoe & Loader	$36.00	$36.72
Michigan Loader	$46.00	$46.92
Case/John Deer Loader/Snow Plow	$78.00	$79.56
Case/John Deer Loader/Snow Blower	$106.00	$108.12
Single Axle Dump Truck (5yd)	$33.00	$33.66
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	$53.00	$54.06
Tandem Axle Dump Truck	$44.00	$44.88
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	$65.00	$66.30
4 Wheel Oshkosh w/Plow/Wing/Sander	$106.00	$108.12
1-Ton Patrol Truck (2-3 yd)	$25.00	$25.50
1-Ton Truck w/Plow	$31.00	$31.62
Truck w/Water Jetter w/Aux. Power Unit	$50.00	$51.00
Aerial Lift Truck	$62.00	$63.24
Pickup Truck	$19.50	$19.89
Pickup Truck w/Plow	$28.00	$28.56
Self Propelled Vibrating Roller	$38.00	$38.76
Self Propelled Non-Vibratory Roller	$35.00	$35.70
185 cfm Air Compressor (Portable)	$28.00	$28.56
Street Sweeper 40 Hp w/Front Mounted Broom	$37.00	$37.74
Vacuum Sweeper	$82.00	$83.64
Vac All	$86.00	$87.72
Sewer line Televising Truck	$116.00	$118.32
Combination Sewer Machine (pipe jetter & vac)	$140.00	$142.80
Mini Excavator	$49.02	$50.00
Skid Steer Loader w/Bucket	$32.00	$32.64
Skid Steer Loader w/Snow Blower/Broom	$35.00	$35.70
Tar Kettle	$34.00	$34.68
Motorized Mower (24" & Under)	$13.25	$13.52
Motorized Mower (25"-47")	$18.50	$18.87
Motorized Mower (48" & larger)	$21.50	$21.93
Tractor w/Sickle or Flail Mower	$46.00	$46.92

Chain Saw	$12.25	$12.50
Hydraulic Saw	$12.25	$12.50
Hydraulic Pruner	$12.25	$12.50
Chipper	$40.00	$40.80
Generator (225 Kw)	$57.00	$58.14
Generator (Under 10 Kw)	$25.00	$25.50
Trailer Mounted Vacuum Excavator	$84.00	$85.68
6 " Pump/Hose	$31.00	$31.62
4" Pump/Hose	$26.00	$26.52
3" Pump/Hose	$21.50	$21.93
		$0.00
		$0.00
Barricades-----------DAILY COST	$3.00	$3.06
Traffic Control Signs------DAILY COST	$1.50	$1.53
NOTE: 2016 rates reflect a 2% increase of 2015 rates		

X.A

EHLERS

LEADERS IN PUBLIC FINANCE

Memo

To: Kimberly Rath, Finance Director
Village of Germantown

From: James A. Mann, Senior Municipal Advisor/Director

Cc: Maureen Schiel, Ehlers

Date: March 1, 2016

Subject: 2016A Series Financing

In preparation for the 2016 Capital Projects undertaking in the Village, Ehlers has been working with the Village and the Village's Bond Counsel to prepare for the debt issuance. Appearing on this evening's agenda is a resolution that will start the borrowing process, which will culminate with a sale that is scheduled for April 18, 2016.

The project list that has been complied includes the proposed refunding of the remaining principal outstanding from the 2005A Bonds. The overall borrowing, including issuance expenses would be approximately $4,500,000 (See page 2).

Projects	
Police Department	161,000
Fire Department	250,000
DPW Administration	71,225
Highway Department	1,940,000
Less LRIP Funds	(41,204)
Parks & Bld & Grounds	165,000
Recreation	85,000
Refund Outstanding 2005A Bonds	1,819,060
Less Levied Funds on Hand	(35,149)
Premium	
Subtotal Needed for Projects	4,414,932

The refunding of the 2005A debt issue would result in a debt service cost savings of approximately $105,000 spread over the next five years. (See Page 3)

In looking at the Village's overall debt picture, we prepared three amortization proposals for your consideration:

1. Option 1 – Level Principal (Village's typical structure) (Page 4)
2. Option 2 – Level Debt Service (Page 5)
3. Option 3 – Tailored debt service (Page 6)

While the overall interest costs are not remarkably different (roughly $7,000 between the lowest and highest) the benefits of departing from the Village's typical level principal can be summarized as follows:

- Option 2 would reduce the up-front impact of the borrowing by $0.01 at the expense of increasing the impact of the borrowing by $0.01 on the back end. This option would increase interest cost by $7,000over the Village's standard debt structure.
- Option 3 would increase the up-front cost of the borrowing by approximately $0.03 in the first year, but would provide for greater future flexibility due to debt service dropping off more quickly (allowing additional debt to be brought on with a lessor impact to the tax payer). This option would increase the interest cost by $2,000 over the Village's standard debt structure.

First and foremost, the action that is being requested is the adoption of the authorizing resolution to issue $4,500,000 General Obligation Promissory Notes, Series 2016A. Ehlers is further asking for a recommendation as to which amortization option the Village desires to proceed with.

issory Note Rate	Interest	Total Debt Payments	Less TID #4	TID #5	TID #6	Capitalized Interest	Special Assessmen 12/15/2007	Premium Bid Deposit to Debt Service	Net Gen Fund Levy	Projected Equalized Value	Projected Eq. Rate for Debt Service	Year
		4,791,384	(1,487,255)	(176,015)		(184,713)	(312,421)	(69,231)	2,561,749	2,323,047,400	1.10	2016
		4,166,470	(1,461,256)		(76,964)	(107,749)	(310,871)		2,209,630	2,328,855,019	0.95	2017
		3,887,788	(1,492,118)		(184,713)				2,210,958	2,334,677,156	0.95	2018
		3,050,665	(869,804)		(184,713)				1,996,149	2,340,513,849	0.85	2019
		3,070,370	(881,131)		(332,463)				1,856,776	2,346,365,134	0.79	2020
		2,878,281	(890,721)		(327,963)				1,659,598	2,369,828,785	0.70	2021
		1,541,219			(451,513)				1,089,706	2,393,527,073	0.46	2022
		1,268,638			(441,713)				826,925	2,417,462,343	0.34	2023
		1,096,375			(479,513)				616,863	2,441,636,967	0.25	2024
		831,605			(515,313)				316,293	2,466,053,337	0.13	2025
		547,025			(500,113)				46,913	2,490,713,870	0.02	2026
		511,438			(511,438)					2,515,621,009	0.00	2027
		509,138			(509,138)					2,540,777,219	0.00	2028
		506,538			(506,538)					2,566,184,991	0.00	2029
		503,094			(503,094)					2,591,846,841	0.00	2030
		493,875			(493,875)					2,617,765,309	0.00	2031
		479,025			(479,025)					2,643,942,962	0.00	2032
		463,625			(463,625)					2,670,382,392	0.00	2033
		462,963			(462,963)					2,697,086,216	0.00	2034
	0	31,059,513	(7,082,285)	(176,015)	(7,424,670)	(292,461)	(623,293)	(69,231)	15,391,558			

Village of Germantown, WI

2015 Estimated vs. Final Project Costs & Financing Plan

		Presale Estimates
		G.O. Promissory Note
Projects		
Police Department		161,000
Fire Department		250,000
DPW Administration		71,225
Highway Department		1,940,000
Less LRIP Funds		(41,204)
Parks & Bld & Grounds		165,000
Recreation		85,000
Refund Outstanding 2005A Bonds		1,819,060
Less Levied Funds on Hand		(35,149)
Premium		
Subtotal Needed for Projects		4,414,932
Finance Related Expenses		
Municipal Advisor		18,500
Bond Counsel		11,000
Rating Agency Fee		10,500
Paying Agent (If Terms)		675
Underwriter's Discount (Estimate)	$10.00	45,000
Deposit to Debt Service		
Total Financing Required		4,500,607
Estimated Interest Earnings	0.10%	(877)
Assumed Spend Down (Months)	6	
Rounding		270
NET ISSUE SIZE		4,500,000

Germantown

neral Obligation Prom Notes, Series 2016A
s after 030416 call
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Comparison -- Accrual Basis

Total P+I	Net New D/S	Old Net D/S	Savings
-	-	-	-
533,209.17	533,209.17	555,768.75	22,559.58
537,072.50	537,072.50	556,326.25	19,253.75
258,072.50	258,072.50	281,440.00	23,367.50
260,103.75	260,103.75	281,233.75	21,130.00
261,755.00	261,755.00	280,500.00	18,745.00
$1,850,212.92	**$1,850,212.92**	**$1,955,268.75**	**$105,055.83**

ary (Net to Net)

avings	135,117.83
;s @ 1.621%(AIC)	135,117.83
e Debt Service Fund	(35,148.75)
; Amount	(3,410.75)
ıt	$96,558.33
,000 Refunded Principal	5.349%
,000 Refunding Principal	5.364%

formation

	5/01/2016
	5/01/2016

EHLERS
LEADERS IN PUBLIC FINANCE

	. Promissory Note			Total	Less									
	ng Principal	Rate	Interest	Debt Payments	TID #4	(Closed) TID #5	TID #6	Capitalized Interest	Special Assessmen 12/15/2007	Premium Deposit to Debt Service	Net Gen Fund Levy	Projected Equalized Value	Projected Eq. Rate for Debt Service	Year
				4,791,384	(1,487,255)	(176,015)		(184,713)	(312,421)	(69,231)	2,561,749	2,323,047,400	1.10	2016
)0	780,000	0.85%	72,102	4,462,803	(1,451,292)		(76,964)	(107,749)	(310,871)		2,515,927	2,328,855,019	1.08	2017
)0	795,000	1.00%	45,958	4,172,419	(1,483,245)		(184,713)				2,504,461	2,334,677,156	1.07	2018
)0	520,000	1.10%	39,123	3,328,348	(869,804)		(184,713)				2,273,831	2,340,513,849	0.97	2019
)0	525,000	1.25%	32,981	3,347,118	(881,131)		(332,463)				2,133,524	2,346,365,134	0.91	2020
)0	530,000	1.35%	26,123	3,153,904	(890,721)		(327,963)				1,935,220	2,369,828,785	0.82	2021
	270,000	1.50%	20,520	1,831,739			(451,513)				1,380,226	2,393,527,073	0.58	2022
	270,000	1.60%	16,335	1,554,973			(441,713)				1,113,260	2,417,462,343	0.46	2023
	270,000	1.65%	11,948	1,378,323			(479,513)				898,810	2,441,636,967	0.37	2024
	270,000	1.75%	7,358	1,108,963			(515,313)				593,650	2,466,053,337	0.24	2025
	270,000	1.85%	2,498	819,523			(500,113)				319,410	2,490,713,870	0.13	2026
				511,438			(511,438)					2,515,621,009	0.00	2027
				509,138			(509,138)					2,540,777,219	0.00	2028
				506,538			(506,538)					2,566,184,991	0.00	2029
				503,094			(503,094)					2,591,846,841	0.00	2030
				493,875			(493,875)					2,617,765,309	0.00	2031
				479,025			(479,025)					2,643,942,962	0.00	2032
				463,625			(463,625)					2,670,382,392	0.00	2033
				462,963			(462,963)					2,697,086,216	0.00	2034
)0	4,500,000		274,943	33,879,187	(7,063,448)	(176,015)	(7,424,670)	(292,461)	(623,293)	(69,231)	18,230,069			

EHLERS
LEADERS IN PUBLIC FINANCE

	. Promissory Note			Total	Less									
	ng Principal	Rate	Interest	Debt Payments	TID #4	TID #5	TID #6	Capitalized Interest	Special Assessmen 12/15/2007	Premium Deposit to Debt Service	Net Gen Fund Levy	Projected Equalized Value	Projected Eq. Rate for Debt Service	Year
				4,791,384	(1,487,255)	(176,015)		(184,713)	(312,421)	(69,231)	2,561,749	2,323,047,400	1.10	2016
0	755,000	0.85%	72,731	4,438,433	(1,451,292)		(76,964)	(107,749)	(310,871)		2,491,557	2,328,855,019	1.07	2017
0	785,000	1.00%	46,613	4,163,074	(1,483,245)		(184,713)				2,495,116	2,334,677,156	1.07	2018
0	510,000	1.10%	39,883	3,319,108	(869,804)		(184,713)				2,264,591	2,340,513,849	0.97	2019
0	520,000	1.25%	33,828	3,342,964	(881,131)		(332,463)				2,129,370	2,346,365,134	0.91	2020
0	530,000	1.35%	27,000	3,154,781	(890,721)		(327,963)				1,936,098	2,369,828,785	0.82	2021
	270,000	1.50%	21,398	1,832,616			(451,513)				1,381,104	2,393,527,073	0.58	2022
	275,000	1.60%	17,173	1,560,810			(441,713)				1,119,098	2,417,462,343	0.46	2023
	280,000	1.65%	12,663	1,389,038			(479,513)				909,525	2,441,636,967	0.37	2024
	285,000	1.75%	7,859	1,124,464			(515,313)				609,151	2,466,053,337	0.25	2025
	290,000	1.85%	2,683	839,708			(500,113)				339,595	2,490,713,870	0.14	2026
				511,438			(511,438)					2,515,621,009	0.00	2027
				509,138			(509,138)					2,540,777,219	0.00	2028
				506,538			(506,538)					2,566,184,991	0.00	2029
				503,094			(503,094)					2,591,846,841	0.00	2030
				493,875			(493,875)					2,617,765,309	0.00	2031
				479,025			(479,025)					2,643,942,962	0.00	2032
				463,625			(463,625)					2,670,382,392	0.00	2033
				462,963			(462,963)					2,697,086,216	0.00	2034
0	4,500,000		281,828	33,886,071	(7,063,448)	(176,015)	(7,424,670)	(292,461)	(623,293)	(69,231)	18,236,953			

EHLERS
LEADERS IN PUBLIC FINANCE

	. Promissory Note			Total	Less									
	ng Principal	Rate	Interest	Debt Payments	TID #4	TID #5	TID #6	Capitalized Interest	Special Assessmen 12/15/2007	Premium Deposit to Debt Service	Net Gen Fund Levy	Projected Equalized Value	Projected Eq. Rate for Debt Service	Year
				4,791,384	(1,487,255)	(176,015)		(184,713)	(312,421)	(69,231)	2,561,749	2,323,047,400	1.10	2016
00	810,000	0.85%	72,334	4,493,035	(1,451,292)		(76,964)	(107,749)	(310,871)		2,546,160	2,328,855,019	1.09	2017
00	625,000	1.00%	46,823	4,003,284	(1,483,245)		(184,713)				2,335,326	2,334,677,156	1.00	2018
00	550,000	1.10%	40,673	3,359,898	(869,804)		(184,713)				2,305,381	2,340,513,849	0.98	2019
00	555,000	1.25%	34,179	3,378,315	(881,131)		(332,463)				2,164,721	2,346,365,134	0.92	2020
00	560,000	1.35%	26,930	3,184,711	(890,721)		(327,963)				1,966,028	2,369,828,785	0.83	2021
	325,000	1.50%	20,713	1,886,931			(451,513)				1,435,419	2,393,527,073	0.60	2022
	325,000	1.60%	15,675	1,609,313			(441,713)				1,167,600	2,417,462,343	0.48	2023
	275,000	1.65%	10,806	1,382,181			(479,513)				902,669	2,441,636,967	0.37	2024
	250,000	1.75%	6,350	1,087,955			(515,313)				572,643	2,466,053,337	0.23	2025
	225,000	1.85%	2,081	774,106			(500,113)				273,994	2,490,713,870	0.11	2026
				511,438			(511,438)					2,515,621,009	0.00	2027
				509,138			(509,138)					2,540,777,219	0.00	2028
				506,538			(506,538)					2,566,184,991	0.00	2029
				503,094			(503,094)					2,591,846,841	0.00	2030
				493,875			(493,875)					2,617,765,309	0.00	2031
				479,025			(479,025)					2,643,942,962	0.00	2032
				463,625			(463,625)					2,670,382,392	0.00	2033
				462,963			(462,963)					2,697,086,216	0.00	2034
00	4,500,000		276,563	33,880,807	(7,063,448)	(176,015)	(7,424,670)	(292,461)	(623,293)	(69,231)	18,231,689			

X. A

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE BORROWING
OF NOT TO EXCEED $4,500,000; AND
PROVIDING FOR THE ISSUANCE AND SALE OF
GENERAL OBLIGATION PROMISSORY NOTES THEREFOR

WHEREAS, it is necessary that funds be raised by the Village of Germantown, Washington County, Wisconsin (the "Village") for the purpose of paying the costs of 2016 capital improvements including road, building and park improvements; equipment acquisition for the police, fire and public works departments; and storm water project engineering (the "Project"), and refunding the Village's $5,505,000 General Obligation Refunding Bonds dated June 15, 2005 (the "2005 Bonds") (hereinafter the refinancing of the 2005 Bonds shall be referred to as the "Refunding") and there are insufficient funds on hand to pay said costs;

WHEREAS, the Village hereby finds and determines that the Project is within the Village's power to undertake and serves a "public purpose" as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes;

WHEREAS, villages are authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to borrow money and to issue general obligation promissory notes for such public purposes;

WHEREAS, the Village Board deems it to be necessary, desirable and in the best interest of the Village to refund the 2005 Bonds for the purpose of obtaining interest cost savings; and

WHEREAS, villages are authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to borrow money and to issue general obligation promissory notes to refund outstanding municipal obligations.

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

Section 1. Authorization of the Notes. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12) of the Wisconsin Statutes, the principal sum of not to exceed FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS ($4,500,000) from a purchaser to be determined by subsequent resolution of this Village Board (the "Purchaser").

Section 2. Sale of the Notes. To evidence such indebtedness, the Village President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, general obligation promissory notes aggregating the principal amount of not to exceed FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS ($4,500,000) (the "Notes").

Section 3. Award of the Notes. The Finance Director (in consultation with the Village's financial advisor, Ehlers & Associates, Inc.) shall prepare or cause to be prepared an Official Notice of Sale and an Official Statement and take other actions necessary for the sale and award of the Notes on April 18, 2016.

Section 4. Prior 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 the same 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 and recorded this 7th day of March, 2016.

____

Dean Wolter
Village President

(SEAL)

ATTEST:

____

Barbara K.D. Goeckner
Village Clerk

X . B

BUSINESS OF THE VILLAGE BOARD

GERMANTOWN, WI

MEETING DATE: 03-07-2016

AGENDA ITEM: New Business

ITEM TITLE: Squad Purchase/Squad Equipment and Change Over

SUBMITTED BY: Capt. Mike Snow

SUMMARY EXPLANATION:

Funds to purchase a 2016/17 Ford Police SUV Interceptor have been included in the 2016 capital budget under account 40-521-570-8510.

We are requesting to use those funds to replace the training car, a 2003 Ford Crown Victoria with over 112,000 miles. This vehicle has experienced frequent maintenance issues over the past several years, beyond routine maintenance. The exterior of the vehicle has also degraded to the point where it is in need of significant body work. The Chief's old squad, a 2009 Dodge Charger would be used as the new training squad.

After sending out bid requests the lowest bid was submitted by Ewald Ford in the amount of $26,533. We are requesting funds not to exceed $34,000 for the purchase of the squad, from Ewald Ford, and the purchase of equipment and changeover costs.

The deadline for purchasing a 2016 Ford Police SUV Interceptor is March 2011. There is no guarantee that the price for the 2017 Interceptors will remain the same. We would like to submit our request before the 11th to ensure we are able to receive the bid pricing.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER____

RECOMMENDATION:

BOARD ACTION:

X.C

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: Monday, March 7, 2016

AGENDA ITEM: New Business

ITEM TITLE: Germantown Soccer Club - Field Usage Agreement 2016-2018

SUBMITTED BY: Mark Schroeder, Park & Recreation Director MS

SUMMARY EXPLANATION:
During the development of Friedenfeld Park, agreements were created between the Village of Germantown and affiliate organizations including the Germantown Soccer Club (GSC). The original agreements were for a 10-year period with the initial agreement expiring at the end of 2012. In March 2013, following review and recommendation by the Park & Recreation Commission, the Village Board approved a 3-year agreement with the GSC. This agreement will expire on June 30, 2016.

Attached for your review and recommendation is a new 3-year agreement for 2016-2018. This agreement is identical to the current agreement with the exception of change in dates. Appendix A defines the assigned field space. A per participant fee is incorporated to address deficiencies in field maintenance. The fees paid are deposited in the Park and Recreation Non-Reverting, Non-Lapsing Facility Fund designated for use by the Village to help maintain the spaces used by the GSC. Appendix B is included to help define the maintenance schedule.

This agreement has been reviewed by the Germantown Soccer Club, and the Village Attorney. The agreement is being sent forth with a positive recommendation from the Germantown Park & Recreation Commission.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER__X__

Attachment: 2016-2018 Field Usage Agreement

RECOMMENDATION:
At the February 17th Park and Recreation Commission meeting, a motion was made by Commissioner Medved, seconded by Commissioner Miller, to recommend to the Village Board to approve the Germantown Soccer Club Field Usage Agreement for 2016-2018. Motion carried unanimously.

FACILITY USAGE AGREEMENT

This Agreement entered into as of the date specified below by and between the **VILLAGE OF GERMANTOWN**, Washington County, Wisconsin (the "Village) and **GERMANTOWN SOCCER CLUB**, Germantown, Wisconsin (the "User").

In consideration of the mutual obligations, undertakings, promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **USAGE OF FIELD**: The Village hereby agrees to allow the User to utilize six (6) fields at Friedenfeld Park, one (1) field at Dheinsville Park, two (2) fields at Kinderberg Park, and one (1) field at Haupt Strasse Park (see appendix A) for league games and practices (the "Premises").

2. **RIGHT OF USAGE:** The Village's Parks and Recreation Department shall have charge of scheduling the various sport fields located at Friedenfeld Park, Dheinsville Park, Kinderberg Park, and Haupt Strasse Park and will have priority in usage of the fields for recreation programs. The User will be allowed non-exclusive use of soccer fields for games and practices during the spring (April – June) and fall (September – October) seasons. The Village reserves the right to close the fields at any time for routine or preventative maintenance, poor or unsafe conditions and/or at other times when deemed in the best interest of the Village. The soccer fields may be utilized by the Village, in its sole discretion, for soccer practices as well as other recreational uses, including without limitation, use by other applicants, associations, or teams.

3. **REPAIRS:** User agrees that any repairs that need to be completed to the Premises resulting from User's use thereof shall be the sole responsibility of the User, provided that Village may, in its sole discretion, choose to complete any repair work on its own and invoice User for the cost thereof. Such invoice shall be paid within 60 days of its issuance.

4. **TERMS:** The term of this agreement is three (3) years and shall commence on July 1, 2016 and terminate on June 30, 2018 unless terminated or renewed in accordance with this agreement.

5. **IMPROVEMENTS:** It is understood and agreed that the Premises will be used by the User for games and related lawful uses. The User may, at its own expense, construct and install improvements and equipment on the Premises to carry out its purposes and use thereof, provided that such work and equipment shall first be approved by the Village. Approvals are required by the Park and Recreation Director, Park and Recreation Commission, Building Inspection and possibly Planning Commission and Village Board depending on project and improvements. Any permanent structures or improvements installed by User shall become property of the Village, while any non-permanent improvements shall remain property of the User.

6. **FEES:** Germantown Soccer will assess a $10.00 fee for each participant playing in the league. The fee will be deposited in a non-reverting and non-lapsing fund to be used for preventative and routine maintenance and/or improvements at the Village's discretion.

Routine maintenance will be performed according to the schedule outlined in Appendix B and shall be agreed upon by both the Village and Germantown Soccer.

7. **SPONSORSHIP:** The Village reserves and retains all naming rights and all rights and privileges for sponsorships, advertising and promotions. In the event that this agreement relates to the scheduling of a tournament, camp or clinic, the User shall provide the Village with written notice of any event sponsors, including the name of the sponsors and other information that may be requested by the Village. Event sponsorships will be permitted unless such sponsorship conflicts with any other Village sponsorships.

8. **ASSIGNMENT AND SUBLETTING:** User may not assign this agreement or the usage of the Premises, or any part thereof, to any other organization.

9. **COMPLIANCE WITH LAW:** User shall maintain the playing facility and comply with the highest safety standards set forth by the User's governing body. Except as otherwise provided for within this Agreement and those changes undertaken at User's discretion subject to the terms herein, User shall not be required to make any alterations, additions or improvements to the premises.

10. **LIABILITY:** User, on behalf of itself and its affiliates, successors, heirs and assigns, hereby releases and holds the Village and its officers, employees, representatives and agents harmless from any and all liability of any kind or nature occasioned by any act or omission within or on the Premises. User further agrees to keep in full force and effect during the term of this agreement, a public liability insurance policy, written and issued by a responsible insurance company acceptable to the Village, insuring itself and the Village against injury to property, person, or loss of life arising out of the use and occupancy of the demised premises, with limits of at least $100,000 property damage, $500,000 for one person, and $1,000,000 for any number of persons injured or killed in any one accident, and shall furnish the Village adequate and written evidence of such coverage annually.

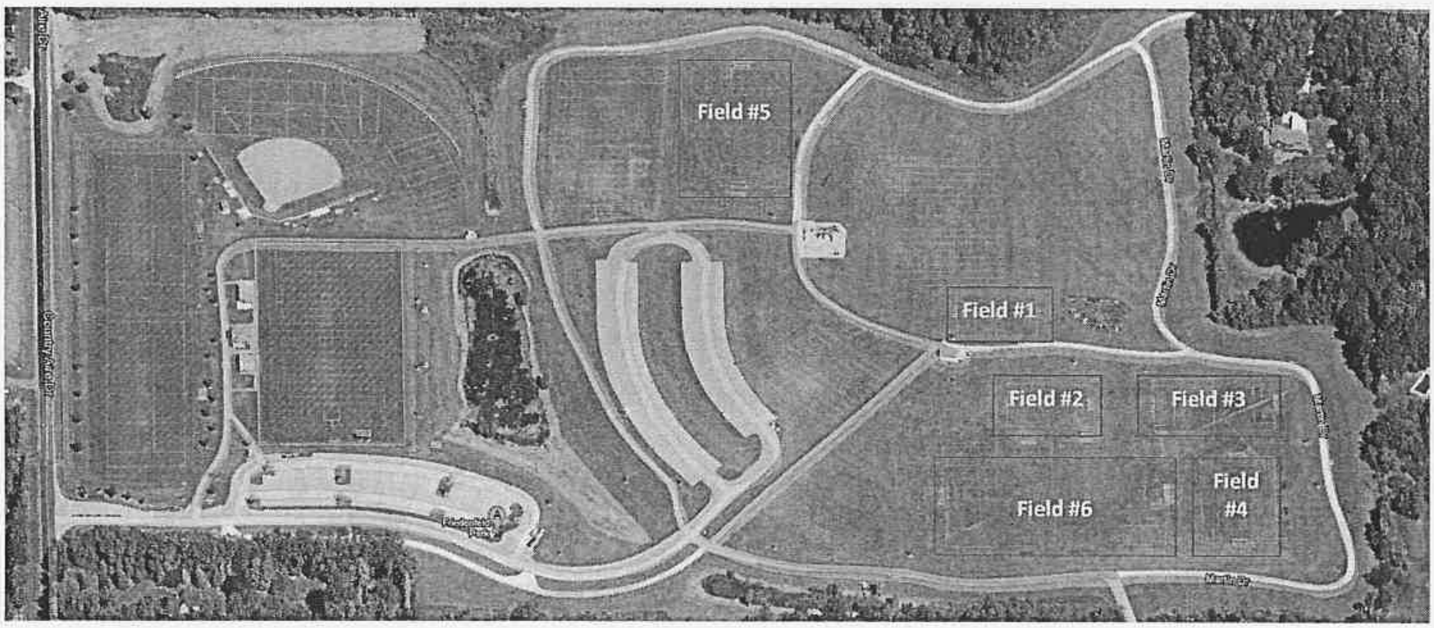
11. **AMENDMENT AND DEFAULT:** This Agreement may be amended at any time upon the mutual written agreement of the parties. This Agreement may be terminated in the event of the default of any of the terms and conditions set forth herein provided that User has failed to correct such default following 30 days written notice by the Village to User.

Entered into this **7th** day of **March, 2016**

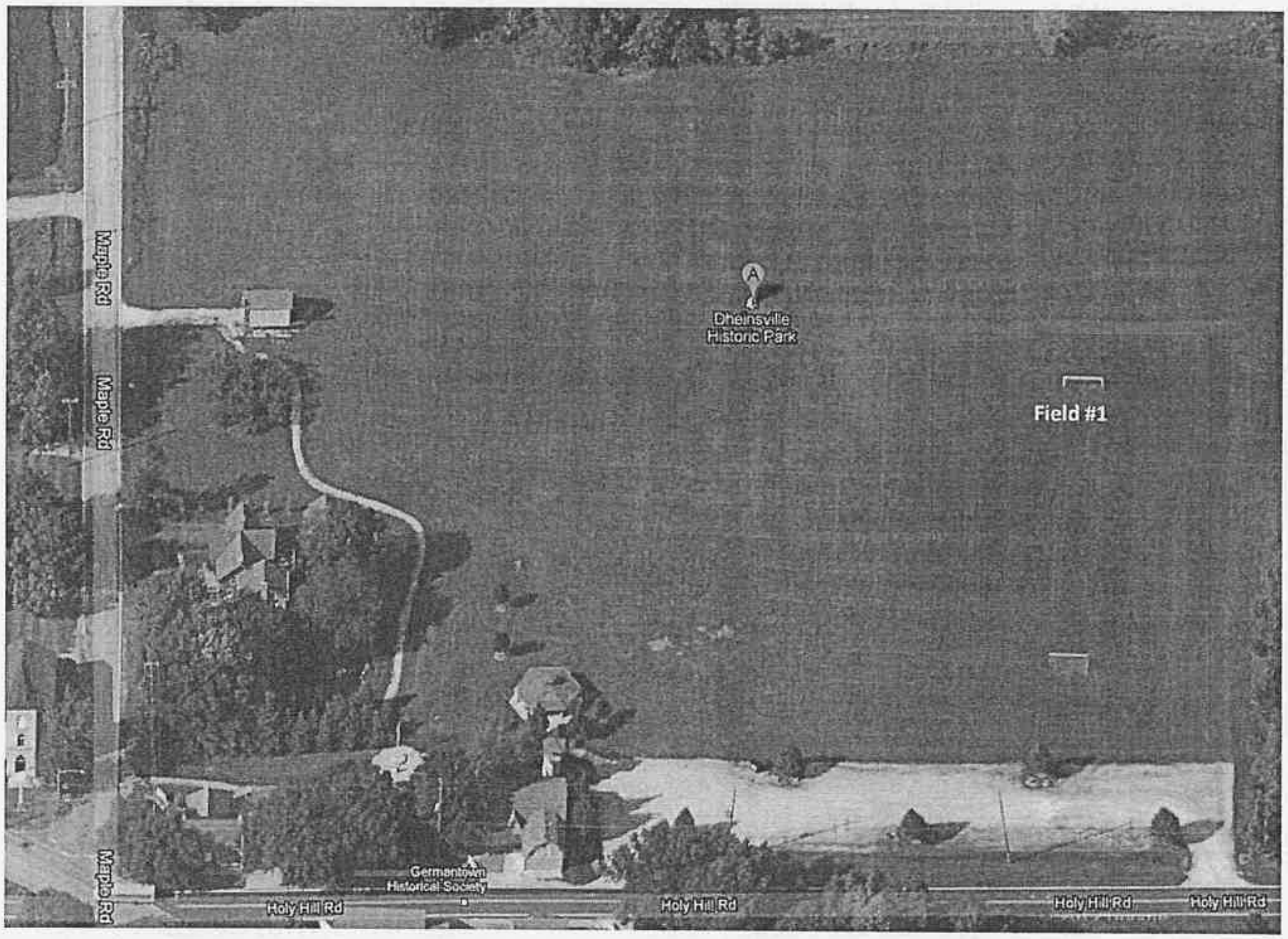
VILLAGE OF GERMANTOWN	**GERMANTOWN SOCCER CLUB**
______________________	______________________
Village President	Regional Director
______________________	______________________
Village Clerk	Secretary
______________________	______________________
Park & Recreation Director	Treasurer

APPENDIX A

Friedenfeld Park Field Map

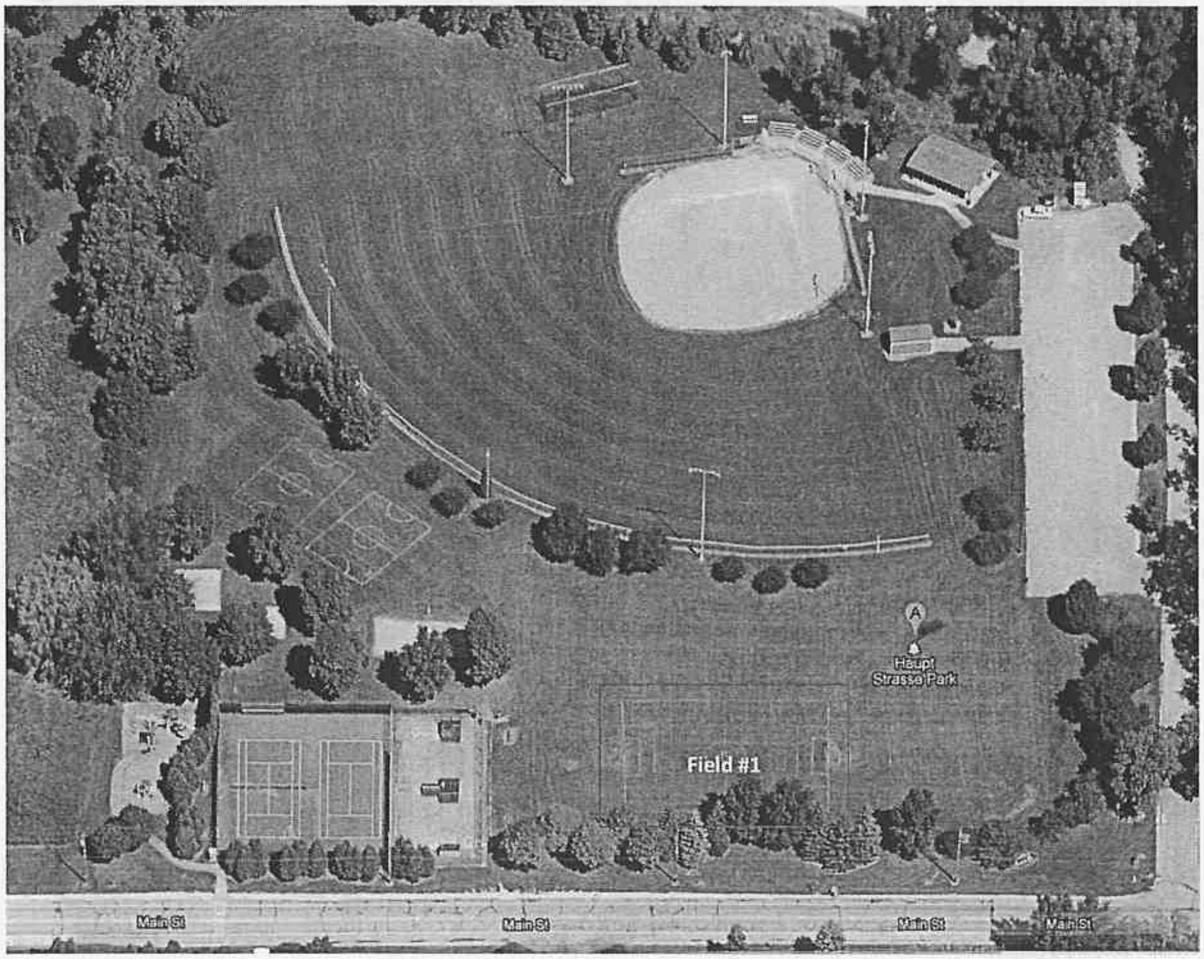


Dheinsville Park Field Map



Kinderberg Park Field Map

Haupt Strasse Park Field Map



APPENDIX B

Germantown Soccer
Friedenfeld Park Field Maintenance Schedule

Friedenfeld Sports Turf			
Maintenance - Germantown Soccer			
Maintenance	Recommended Frequency Per Yr	Cost Per Application	Total Cost Using Recommended Frequency
Aerating	2	$390.00	$780.00
Fertilizing	4	$595.00	$2,380.00
Broadleaf Spray	2	$448.00	$896.00
Total Cost:			**$4,056.00**
NOTE: Coverage of Fields 1 through 6			

NOTE: Cost listed about is approximate and may need to be adjusted on an annual basis dependant on the cost of fertilizer and broadleaf spray.

X.D

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: March 7, 2016

AGENDA ITEM: New Business

ITEM TITLE: Resolution for Village Endorsement of the Comprehensive Economic Development Strategy (CEDS) for Southeastern Wisconsin: 2015 - 2020

SUBMITTED BY: Dave Schornack, Village Administrator

SUMMARY EXPLANATION:

A Comprehensive Economic Development Strategy (CEDS) has been completed for the Southeastern Wisconsin Region and is being provided for the Village's information and consideration for endorsement as a guide to economic development activities. The CEDS is a strategic plan designed to strengthen the economy in Kenosha, Milwaukee, Ozaukee, Racine, Walworth, Washington and Waukesha Counties. The CEDS was prepared by the Southeastern Wisconsin Regional Planning Commission (SEWRPC) and Milwaukee 7 in cooperation with the Regional Economic Partnership (REP). The REP includes a representative from each of the county economic development organizations or staffs, the Milwaukee 7 and SEWRPC. Christian Tscheschlok, Executive Director of Economic Development Washington County, represents Washington County of the REP.

ATTACHMENT: ORDINANCE_____ RESOLUTION__X__ OTHER__X__

- Resolution for Village Endorsement of the Comprehensive Economic Development Strategy (CEDS) for Southeastern Wisconsin: 2015 – 2020
- Letter from SEWRPC dated January 5, 2016
- Executive Summary
- Memo from Christian Tscheschlok dated February 23, 2016

RECOMMENDATION:

As desired

VILLAGE BOARD
of the
VILLAGE OF GERMANTOWN, WISCONSIN

RESOLUTION NO. _________

RESOLUTION FOR ENDORSEMENT OF THE COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY FOR SOUTHEASTERN WISCONSIN: 2015 - 2020

WHEREAS, the Milwaukee 7 (M&), the Southeastern Wisconsin Regional Planning Commission (SEWRPC), and the Southeast Wisconsin Regional Economic Partnership (REP) worked together in 2014 and 2015 to develop a Comprehensive Economic Development Strategy (CEDS) for the Southeastern Wisconsin Region, which includes the Counties of Kenosha, Milwaukee, Ozaukee, Racine, Walworth, Washington, and Waukesha; and

WHEREAS, the CEDS recommends that economic development efforts focus on strengthening the Region's economy through business exports, workforce development, innovation and entrepreneurship, economic place-making, infrastructure improvements, and enhanced public-private and interagency cooperation; identifies key cluster industries believed to have the best potential for economic growth, expansion, and attraction in Southeastern Wisconsin; and includes an action plan and proposed economic development projects in the Region; and

WHEREAS, in addition to setting forth a strategy for economic growth in the Region, the CEDS is intended to meet the requirements of the U.S. Department of Commerce-Economic Development Administration (EDA) for such work, thereby buttressing efforts to secure Federal funding for projects in the seven-county Region that have a particular focus and impact on economic development, particularly projects that will benefit economically distressed areas; and

WHEREAS, the CEDS has been adopted by each of the seven County Boards in the Region and the Regional Planning Commission.

NOW, THEREFORE, BE IT RESOLVED:

FIRST: That the Village Board for the Village of Germantown concurs with the key cluster industries, economic development strategies, and other information included in the CEDS and hereby endorses the Comprehensive Economic Development Strategy for Southeastern Wisconsin for the period 2015 through 2020 as a guide for economic development-related activities.

SECOND: That the Village of Germantown supports the formation of an Economic Development District for the Southeastern Wisconsin Region by SEWRPC, with assistance to be provided by the M7 and REP, which would align local, county, and regional economic development efforts to carry out the recommendations of the CEDS.

THIRD: That the Village transmit a certified copy of this resolution to the Southeastern Wisconsin Regional Planning Commission.

ADOPTED this _____ day of _____________, 2016.

Introduced by Trustee ___________________

Adopted: _____________

Vote: Ayes: _____________
Nays: _____________

____
Dean M. Wolter, Village President

ATTEST:

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

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION
W239 N1812 ROCKWOOD DRIVE • PO BOX 1607 • WAUKESHA, WI 53187-1607• TELEPHONE (262) 547-6721
FAX (262) 547-1103

Serving the Counties of: KENOSHA
MILWAUKEE
OZAUKEE
RACINE
WALWORTH
WASHINGTON
WAUKESHA

MEMORANDUM

TO: Chief Elected Officials and Common Council, Village Board, and Town Board members in Washington County
c/o City, Village, and Town Clerks

FROM: Southeastern Wisconsin Regional Planning Commission Staff

DATE: January 5, 2016

SUBJECT: COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY

A Comprehensive Economic Development Strategy (CEDS) has been completed for the Southeastern Wisconsin Region and is being provided for your information and for consideration for endorsement as a guide to economic development activities in your community. Copies of the report and executive summary are enclosed.

The CEDS is a strategic plan designed to strengthen the economy in Kenosha, Milwaukee, Ozaukee, Racine, Walworth, Washington, and Waukesha Counties. The CEDS was prepared by the Southeastern Wisconsin Regional Planning Commission (SEWRPC) and the Milwaukee 7 in cooperation with the Regional Economic Partnership (REP). The REP includes a representative from each of the county economic development organizations or staffs, the Milwaukee 7 (M7), and SEWRPC. Christian Tscheschlok, Executive Director of Economic Development Washington County, represents Washington County on the REP.

The CEDS identifies the business clusters comprising 1) energy, power, and controls; 2) water technologies; 3) food and beverage production and manufacturing; 4) finance and insurance services; 5) headquarters and business services; and 6) medical technology, bioscience, and health services as having the best potential for economic growth, expansion, and attraction in the Region. Machinery manufacturing, which is related to several of the preceding clusters, was also identified as an important cluster.

The CEDS recommends that economic development efforts focus on enhancing the export capability of businesses in the Region; aligning workforce development with growth opportunities in the key clusters; enhancing innovation and entrepreneurship; continuing economic place-making in the central cities and strategic locations throughout the Region; modernizing regional infrastructure; and enhancing public-private and interagency cooperation. The CEDS also includes an action plan and proposed economic development projects in the Region.

It is respectfully requested that your Common Council, Village Board, or Town Board consider endorsing the plan as a guide for economic development activities in your community and the Region. A sample resolution is enclosed.

The CEDS has been adopted by each County Board in the Region and by the Regional Planning Commission. Adoption of the CEDS by the County Board makes the county and local governments within the county with economically distressed areas eligible to apply for U. S. Department of Commerce Economic Development Administration (EDA) funding to assist the distressed areas. The Commission has also requested that EDA designate the Region as an Economic Development District. If the Region is designated as an Economic Development District, all county and local governments would be eligible to apply for a grant, provided the grant would directly benefit a distressed area. Adoption of the enclosed sample resolution would also support designation of the Region as an Economic Development District.

Please contact Nancy Anderson of the Commission staff at (262) 547-6721 or nanderson@sewrpc.org if you have questions about the CEDS, would like to schedule a presentation or meeting, or would like electronic or additional paper copies of the executive summary or the full report. Information about the CEDS is also available on the Commission's website:
http://www.sewrpc.org/SEWRPC/communityassistance/Economic-Development.htm.

* * *

KRY/NMA/CDP/kmd
#229734

Enclosures

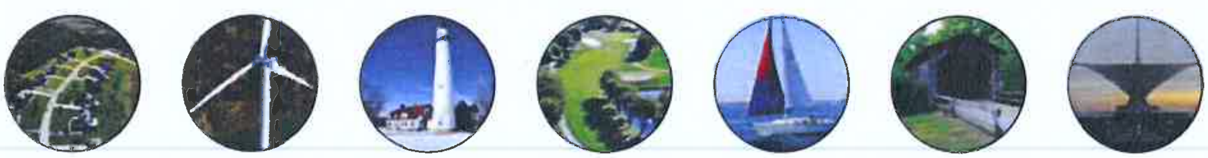
cc: Ms. Debora Sielski, Washington County Planning and Parks Department (with copy of resolution)
Mr. Christian Tscheschlok, Economic Development Washington County (with copy of resolution)
Mr. Paul Roback, Washington County Extension (with copy of resolution)
Mr. Pat O'Brien, M7

Comprehensive Economic Development Strategy for Southeastern Wisconsin: 2015 - 2020

KENOSHA · MILWAUKEE · OZAUKEE · RACINE · WAUKESHA · WASHINGTON · WALWORTH

7

Seven counties united around a regional economic development strategy



EXECUTIVE SUMMARY

December 2015

STRATEGIES FOR REGIONAL PROSPERITY

Nine strategies are proposed for moving the Southeastern Wisconsin Region forward on the path to economic growth. Each strategy is designed to increase the productivity of local firms by leveraging the Region's unique strengths, taking advantage of its emerging opportunities, and addressing its most critical challenges. These strategies provide a framework that aligns existing efforts, and offers guidance for identifying, developing, and prioritizing future economic growth initiatives.

- Become a leading innovator, producer, and exporter of products and services related to **energy, power, and controls**.
- Become a global hub for innovation and start-up activity in **water technology**.
- Leverage the Region's geographic, supply chain, and human capital advantages to grow the **food and beverage** cluster.
- Enhance the **export capacity and capability** of the Region's firms, focusing on small and medium-sized enterprises.
- Align **workforce development** with growth opportunities in targeted, high-potential industry clusters.
- Foster a dynamic, richly networked **innovation and entrepreneurship ecosystem** to boost rates of new firm creation and build the competitive advantage of existing firms.
- Catalyze **"economic place-making"** in the Region's core cities and strategic locations throughout the region to streamline the movement of goods, people, and ideas throughout the Region; reconnect its underutilized human capital assets to economic opportunities; and better leverage its strategically located land assets to foster growth in the new economic environment.
- Modernize **regional infrastructure** to enhance efficiency, cost-effectiveness, and connectivity.
- Enhance **inter-jurisdictional cooperation and collaboration** for economic growth across the public, private, and civic sectors.

WHAT IS A CEDS?

A Comprehensive Economic Development Strategy (CEDS) is intended to bring together the public and private sectors to develop a strategic plan to diversify and strengthen regional economies. A CEDS also identifies potential economic development projects. A CEDS for the Southeastern Wisconsin Region was prepared in order to:

- Provide a basis for a more widespread understanding of the ongoing economic development work program in the Region.
- Meet the requirements of the U.S. Department of Commerce - Economic Development Administration (EDA) for economic strategic planning, thereby buttressing efforts to secure Federal funding for projects in the Region.
- Provide a basis whereby the EDA can consider creation of an Economic Development District in southeastern Wisconsin.

KEY ECONOMIC CLUSTERS IN THE REGION

Six business clusters have been identified as having the best potential for economic growth, expansion, and attraction in Southeastern Wisconsin:

- **Energy, power, and controls,** focusing on products and services related to electrical power distribution and industrial and building automation and controls.
- **Water technologies,** involving water quality and quantity, wastewater treatment, environmental engineering, and the manufacturing and distribution of pumps, valves, and other water-related equipment.
- **Food and beverage production and manufacturing,** involving ingredients, processing, and food production.
- **Finance and insurance services,** focusing on insurance and money management.
- **Headquarters and business services,** particularly relating to information technology; data processing systems and services; distribution and supply chain systems; and medical information.
- **Medical technology, bioscience, and health services,** focusing on diagnostic equipment and botanical and pharmaceutical research, product development, and manufacturing.

Machinery manufacturing has also been identified as a driver industry, which includes the manufacture of heavy industrial equipment and the production of sophisticated machinery that supports other key economic clusters in the power, energy efficiency, water treatment and distribution, medical and food products industries, among others.

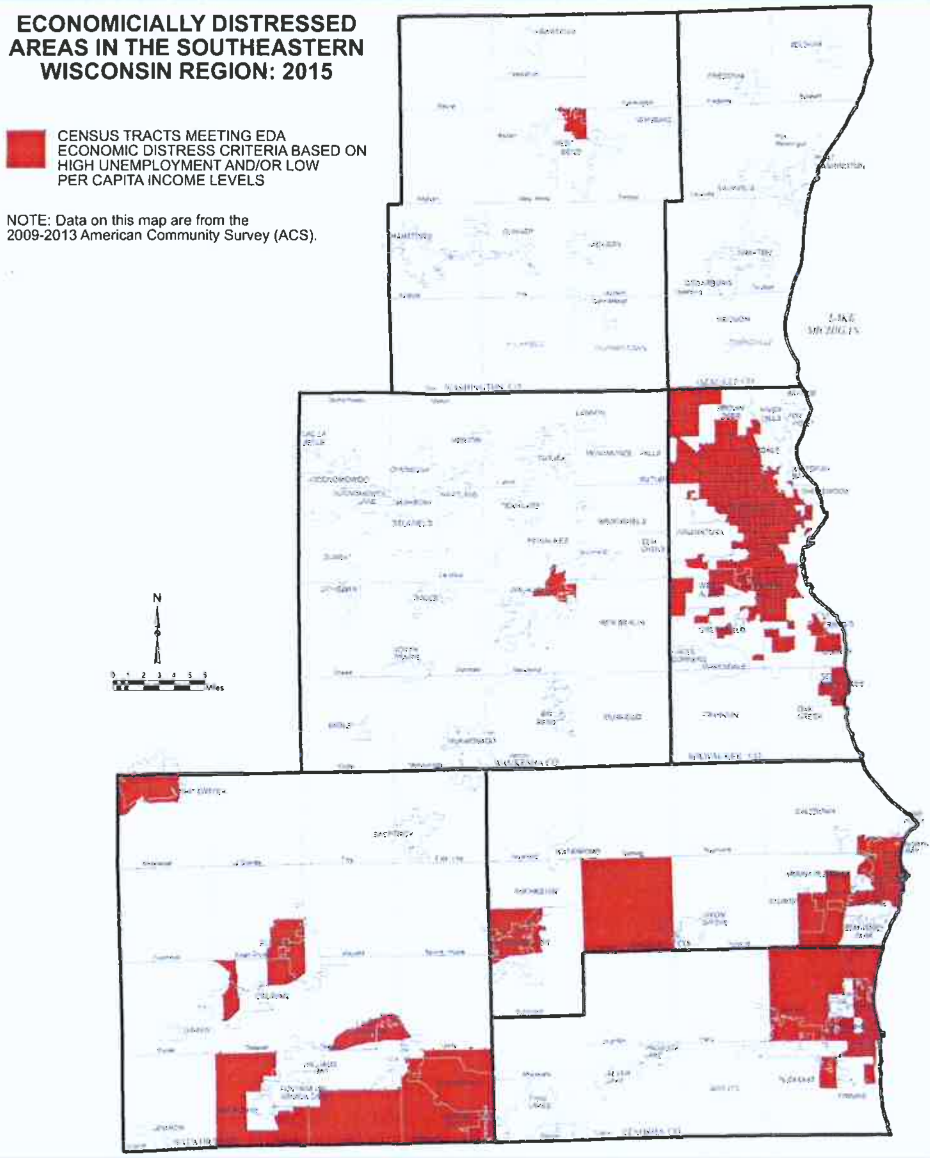
Printing was identified as a legacy cluster, with a potential to capture an increasing share of the consolidating printing market based on the cluster's regional concentration and levels of local expertise, supportive industry institutions, and access to Wisconsin's paper industry.

The Southeastern Wisconsin Region includes the counties of Kenosha, Milwaukee, Ozaukee, Racine, Walworth, Washington, and Waukesha. The CEDS was adopted by all seven County Boards and by the Regional Planning Commission in 2015. Preparation of the CEDS was a joint effort by the following organizations:

- The Southeast Wisconsin Regional Economic Partnership (REP). The REP consists of the director of the economic development organization in each of the seven counties and representatives from the City of Milwaukee, We Energies, M7, and SEWRPC.
- The Milwaukee 7 (M7). M7 is the economic development organization for the seven-county Region, and undertook an extensive strategic planning process during 2012 and 2013 that served as the basis for the CEDS.
- The Southeastern Wisconsin Regional Planning Commission (SEWRPC). SEWRPC is the areawide planning agency for land use and infrastructure for Southeastern Wisconsin, and prepares advisory plans and recommendations for consideration by the seven counties and 148 cities, villages, and towns within the Region.

EDA GRANTS

- **Adoption of the CEDS by a County Board would make the county and local governments in the County eligible to apply for EDA grants. To be eligible for an EDA grant, a project must be located in and benefit an economically distressed area.**
- **If the Region is designated as an Economic Development District, all county and local governments would be eligible to apply for a grant, provided the grant would benefit a distressed area.**



Source: StatsAmerica and SEWRPC.

For more information:

The complete CEDS report can be viewed at:
www.sewrpc.org/CEDSreport

Contact: SEWRPC (Southeastern Wisconsin Regional Planning Commission)
W239 N1812 Rockwood Drive
P.O. Box 1607
Waukesha, WI 53187-1607
Phone: 262-547-6721
www.sewrpc.org / CEDS@sewrpc.org

memo

Date: 02/23/16
To: Germantown Village Board
From: Christian
RE: EDA CEDS Plan & Approval

BusinessReadyWi.com
ECONOMIC DEVELOPMENT WASHINGTON COUNTY

Action Requested

The Southeast Wisconsin Regional Planning Commission (SEWRPC) and Milwaukee 7 (M7) are asking communities in Washington County to review and then formally support the regional Comprehensive Economic Development Strategy (CEDS) expected of EDA in order to compete for future grant funding.

Both EDWC's Board of Directors and Washington County's Board of Supervisors have approved this plan.

The most relevant sections to your community are sections 7 and 8. Section 7 provides the M7 action plan for advancing economic development in the region and Section 8 contains a prioritized list of projects of big-picture projects, including in Washington County.

M7 has submitted this strategy to EDA for ongoing consideration with the ultimate goal being EDA's approval of the plan and M7's request of EDA to make the region an official EDA Economic Development District (EDD). M7 would reportedly contract with SEWRPC to administer activities around the EDD, receiving funding from EDA to administer and implement the CEDS.

http://www.sewrpc.org/SEWRPC/communityassistance/Economic-Development.htm

Staff Recommendation

Staff recommends the Village support the plan.

EDWC worked with community administrators who were interested in providing input to shape the project list for our County. Washington County did not initially have any Tier 1 projects in the first draft; however, we were able to negotiate a few projects into Tier 1 after showing how they met the Tier 1 criteria. West Bend requested additional revisions, which we incorporated into the Tier 1 and Tier 2 lists.

The impact of this strategy on Washington County is likely limited. EDA budgets are shrinking and the County has few areas that qualify as "economic distress." That said, projects on this list have greater potential for funding especially given Milwaukee received federal "Manufacturing Communities" designation, resulting in "most favored region status" in competing for funding through federal agencies.

Background Q/A

Who is EDA?
The Economic Development Administration (EDA) is a division of the US Department of Commerce organized to promote innovation and competitiveness and prepare American regions for growth and success in the worldwide economy. The agency partners with distressed communities throughout the United States to foster job creation, collaboration and innovation.

What is an EDD?
An Economic Development District (EDD) is a regional entity recognized by EDA in part for the purposes of effectively and efficiently carrying out the above mission. EDD's provide participating communities a means to coordinate economic development goals among public, private and non-profit leaders and generate consensus on regional project priorities. Practically speaking, EDD's receive EDA funding to provide technical assistance to member entities seeking federal and state assistance for development efforts. Wisconsin currently has 7 EDD's associated with regional planning commissions. Funding for an EDD varies by region but includes both EDA and local sources.

What is a CEDS?
A comprehensive economic development strategy (CEDS) is designed to bring together the public and private sectors in the creation of an economic roadmap to diversify and strengthen regional economies. The CEDS analyzes the regional economy and serves as a guide for establishing regional goals and objectives, develops a regional plan of action, and identifies investment priorities and funding sources. A region can adopt a CEDS and not be in an EDD. A critical element of the CEDS is its "vital project list" (Section 8 of this plan), which includes projects that leaders see as critical to the region's development. This endorsement lends credibility to any funding proposal submitted to EDA, demonstrating several components of EDA's investment priorities (see below) and improving greatly the chances for funding.

Why should Washington County communities care?
The Regional Economic Partners (REP) subgroup of M7 (made of leaders from County economic development organizations) has discussed developing a CEDS and creating an EDD in order to establish a more equitable and effective means for attracting EDA funding to the area. Currently, the region competes community-by-community with projects that are at times at a competitive disadvantage to projects submitted by regions with an EDD because of these projects' resulting better alignment with EDA investment priorities.

What's the WIFM for Washington County communities?
Eligibility for counties not considered 'distressed' will be as a result of approved EDA District membership. The #1 EDA investment guideline is "Collaborative Regional Innovation;" so, even a distressed county has to demonstrate Regional Collaborative Innovation in order to be competitive.

Is Washington County eligible for EDA grant funds?
Yes and no. Only West Bend and perhaps Hartford have census tracts (and only a couple) that can be deemed as distressed. Most distressed areas are located in urban centers like Milwaukee, Racine and Kenosha. That said, if Washington County is in an EDD, which would be the case if M7 is successful, then projects supporting the CEDS may receive EDA support regardless of location. Also, regional projects approved by EDA stand to benefit communities countywide. EDA's eligibility center on:

1. Economic distress
2. EDD's
3. EDA investment priories

What is "economic distress?

1. **Unemployment rate** that is, for the most recent twenty-four (24) month period for which data are available, at least one (1) percentage point greater than the national average unemployment rate
2. **Per capita income** that is, for the most recent period for which data are available, eighty (80) percent or less of the national average per capita income
3. **Special need** as determined by EDA

What are EDA's investment priorities?

1. Collaborative Regional Innovation
2. Public/Private Partnerships
3. National Strategic Priorities
4. Global Competitiveness
5. Environmentally-Sustainable Development
6. Economically Distressed and Underserved Communities

X, E

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: March 7, 2016

AGENDA ITEM: New Business

ITEM TITLE: Approving the Salaries and Compensation for Exempt Employees and other Non-Represented Support Staff

SUBMITTED BY: Dave Schornack, Village Administrator

SUMMARY EXPLANATION:
The Village Board included in the 2016 budget a 2% increase for non-union employees. The General Government & Finance (GGF) Committee approved a motion to give all employees in the Non-Union Compensation Plan a 1.5% increase for 2016, except any employees that are on a performance improvement plan, with an additional .5% being allocated for performance based pay (not a one-time bonus) to be determined near the end of 2016 by the Village Administrator working in conjunction with the respective department directors. The GGF Committee asked what other municipalities in the area were doing for their non-union employees. Below are municipalities in the area that respond to the survey that I sent out.

Municipality	Increase given to all Non-Union Employees	Bonus, if any
Bayside	1.75%	none
Brown Deer	2.00%	none
Cedarburg, City	2.00%	yes #3
Dodge County	2.50% #1	1.25%/2.50%/3.75%
Fox Lake	2.00%	none
Grafton	2.00%	.30%
Hartford	1.50%	none
Jackson	≤ 3.00%	none
Mequon	1.75%	none
Plymouth	2.50%	none
Port Washington	2.00%	none, may in future
Richfield	1.00%	possibly
Thiensville	2.50%	none
Washington County	1.00% + 2% to 3% step increases #2	none
West Bend	1.00%	none

#1 Compensation plan provides for a 2.5% between steps. Compensation plan does include a pay for performance opportunity once an employee reaches the mid-point of their pay grade.

#2 The 1% across the board increase is in addition to the County's 11-step pay plan where employees (not at the top of the range) are eligible to move one step with completion of a successful performance evaluation. These steps are roughly a 2-3% additional increase.

#3 $10,000 distributed to all departments and then supervisor or department head distributes.

2015 GERMANTOWN SALARY SURVEY SUMMARY

Position	Survey Median Salary	Germantown Actual Salary	Germantown Higher/(Lower) Than Survey	
Administrator	112,195	98,707	(13,488)	-13.66%
Clerk	71,400	64,706	(6,694)	-10.35%
Community Development Director	90,491	73,513	(16,978)	-23.10%
Engineer	93,000	75,565	(17,435)	-23.07%
Finance Director	92,352	71,546	(20,806)	-29.08%
Fire Chief	92,452	86,275	(6,177)	-7.16%
Highway Superintendent	67,683	64,712	(2,971)	-4.59%
Park & Recreation Director	69,959	68,000	(1,959)	-2.88%
Police Administrative Assistant	47,913	46,633	(1,280)	-2.74%
Police Captain	92,622	86,888	(5,734)	-6.60%
Police Chief	97,988	94,860	(3,128)	-3.30%
Police Communication Officer	47,291	47,860	569	1.19%
Police Lieutenant	89,687	83,060	(6,627)	-7.98%
Public Works Director	85,000	89,700	4,700	5.24%
Recreation Supervisor	45,697	49,193	3,496	7.11%
Wastewater Superintendent	72,185	64,712	(7,473)	-11.55%
Water Superintendent	72,367	64,712	(7,655)	-11.83%

(These positions are not all of the positions in the Non-Union Compensation Plan, only those for which adequate survey data could be obtained for comparison purposes.)

ATTACHMENT: ORDINANCE_____ RESOLUTION__X___ OTHER____

- 2016 Salary Resolution

RECOMMENDATION:

Motion to approve salary resolution which would give all non-union employees a 1.5% increase for 2016, except any employees that are on a performance improvement plan, with the remaining balance in the contingency account for wage and salary increases being used for performance based pay (not a one-time bonus) to be determined near the end of 2016 by the Village Administrator working in conjunction with the respective department directors.

VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. xx-16

APPROVING THE SALARIES AND COMPENSATION FOR EXEMPT EMPLOYEES AND OTHER NON-REPRESENTED SUPPORT STAFF

CALENDAR YEAR 2016

WHEREAS, the Village of Germantown employs both union and non-union personnel; and,

WHEREAS, it is necessary that the Village Board establish or approve compensation levels for all exempt and non-union support staff personnel, and,

WHEREAS, the Village Board of the Village of Germantown has adopted the 2016 Budget on November 16, 2015 which included funding to cover 2016 salaries, and,

WHEREAS, the Village Board has authorized a _1.5%___ increase to some non-represented positions on March 7, 2016 to be effective January 1, 2016, and,

NOW THEREFORE BE IT RESOLVED that the attached Salary and Compensation Schedule for fiscal year January 1 through December 31, 2016 is approved for Exempt Employee's and non-represented support staff personnel.

Introduced by: ____

Adopted: ____

Vote: Ayes: ____________________ Nays: ____________________

____
Dean M. Wolter President

ATTEST:

____
Barbara K. D. Goeckner, Village Clerk

2016 SALARY AND COMPENSATION SCHEDULE

	2015	2016	
1. Legislative			
a. Village President	$8,000	$8,000	annually
b. Village Trustees	5,500	5,500	annually
2. Village Offices - General			
a. Public Works Secretary	$21.93	$22.26	per hour
b. Deputy Treasurer	23.50	$23.85	per hour
c. Deputy Clerk	$19.62 - 23.08	$19.91 - $23.43	per hour
d. Accounts Payable Clerk	$15.72 - 18.50	$15.96 - $18.78	per hour
3. Administrative & Related			
a. Village Administrator	$98,707	$100,188	annually
b. Village Clerk	64,706	65,677	annually
c. Village Finance Director	71,546	72,619	annually
4. Public Works			
a. Director of Public Works - Eff 8/31/16 1 Yr	$89,700	$91,046	annually
b. Village Engineer	75,565	76,698	annually
c. Superintendent Highways, Parks & Bld.Ground	64,712	65,683	annually
d. Superintendent Water	64,712	65,683	annually
e. Foreman - Hwy, Parks, Bldg., Grds	63,032	63,977	annually
f. Superintendent Wastewater	64,712	65,683	annually
g. Community Development Director/Planning	73,513	74,616	annually
h. Building / Electrical Inspector		27.86	per hour
i. Part-time Public Works Dept			
Range - low	8.74	8.87	per hour
Range - high	12.18	12.36	per hour
5th Year -- Recycling Aids ONLY	11.23	11.40	per hour
j. Summer Intern - Engineering	10.50	12.00	per hour
k. Utility Accounts Clerk	$19.33 - 20.07	$19.62 - 20.37	per hour
l. Building Inspection Secretary	$17.54 - 20.63	$17.80 - 20.94	per hour
m. Planning/Zoning Assisstant	$17.54 - 20.63	$17.80 - 20.94	per hour
n. Land Surveyor	$25.93 - 30.50	$26.32 - 30.96	per hour
o. Engineering Assistant	$23.25 - 27.35	$23.60 - 27.76	per hour
p. Civil Engineer - Eff 2/2/16 1 Yr	$23.077 - $24.2789	$23.42 - 24.64	per hour
5. Public Safety			
a. Police Chief	$94,860	$97,860	annually
b. Police Captain	86,888	89,888	annually
c. Police Lieutenant	83,060	86,060	annually
d. Police Detective Sergeant	38.77	39.92	per hour
e. Communications Supervisor	55,913	56,752	annually
f. Police Secretary	22.42	22.76	per hour
g. Police Dept Clerk - Eff 11/16/16	$16.92 - $17.56	$17.17 - 17.82	per hour
H. Fire Chief	86,275	87,569	annually
g.1 P.T. Deputy Fire Chief	3,904	3,904	annually
g. 2 During Weekend Staffing	7,800	7,800	annually
h P.T. Fire Dept. Captain	1,853	1,853	annually
i P.T. Fire Dept Lieutenants	1,111	1,111	annually
5a Telecommunicators			
a. Start	$18.00	$18.27	per hour
b. One Year	18.82	$19.10	per hour
c. Two Year	19.67	$19.97	per hour
d. Three Year	20.52	$20.83	per hour
e. Four Year	21.34	$21.66	per hour
f. Five Year	22.17	$22.50	per hour
g. Seven Year	23.01	$23.36	per hour
6. Parks, Recreation & Senior Center			
a. Recreation Director - Eff 7/29/16	$68,000	$69,020	annually
b. Recreation Supervisor	49,193	$49,931	annually
c. Recreation Supervisor -	44,721	$45,392	annually
d. Senior Program Coordinator -	35,362	$35,892	annually
e. Senior Center Assistant PT	10.87	11.03	per hour
f. Recreation Secretary	$13.20 - $18.42	$14.22 - $18.70	per hour
7 Board, Commissions & Election Workers			
a. Plan Commission (limit 2 mtgs./month)	$20.00	$20.00	per mtg.
b. Police & Fire Commission Member	20.00	20.00	per mtg.
c. Police & Fire Commission Chairperson	25.00	25.00	per mtg.
d. Police & Fire Commission Secretary (paid for max of 12 mtgs./year)	22.00	22.00	per mtg.
e. Board of Zoning Appeals	20.00	20.00	per mtg.
f. Board of Zoning Appeals - Chairman (paid for max of 12 mtgs./year)	25.00	25.00	per mtg.
g. Park & Recreation Commission Member	20.00	20.00	per mtg.
h. Park & Recreation Commission Chairperson (paid for max of 12 mtgs./year)	25.00	25.00	per mtg.
i. Library Board Member	20.00	20.00	per mtg.
j. Library Board Chairperson (paid for max of 12 mtgs./year)	25.00	25.00	per mtg.
k. Election Inspectors	9.50	9.50	per hour
l. Election Inspectors Chairperson	11.00	11.00	per hour
m. Board of Review	50.00	50.00	per day
n. Historic Preservation Commission	20.00	20.00	per mtg.

9. Mileage - Expense
Per IRS Schedule for official approved use of private auto

See attached Park & Recreation Seasonal Salary Schedule

GERMANTOWN PARK & RECREATION DEPARTMENT
2016 Seasonal Employee Pay Range Plan

JOB POSITION	SALARY RANGE
ART PROGRAM COORDINATOR	$9.00 - $22.00/HR.
BASEBALL COORDINATOR BASEBALL INSTRUCTOR	$9.00 - $16.25/HR. $7.25 - $10.00 HR.
BASKETBALL COORDINATOR BASKETBALL INSTRUCTOR BASKETBALL - MEN'S LEAGUE SUPERVISOR BASKETBALL - MEN'S LEAGUE COORDINATOR BUCKETEER BASKETBALL COORDINATOR BUCKETEER BASKETBALL SITE SUPERVISOR 1ST/2ND GRADE BUCKETS SITE SUPERVISOR	$9.00 - $22.00/HR. $7.25 - $10.00/HR. $9.00 - $17.50/HR $9.00 - $16.25/HR. $9.00 - $16.25/HR. $9.00 - $16.25/HR. $7.75 - $12.50/HR.
CARE PROGRAM: KIDS KLUB, TYKE SITE COORDINATOR SITE SUPERVISOR ASSISTANT SUPERVISOR LEADER	 $12.75 - $16.25/HR. $11.50 - $13.75/HR $10.25 - $12.50/HR $7.75 - $10.00/HR
DANCE PROGRAM COORDINATOR DANCE ASSISTANT	$9.00 - $22.00/HR. $7.25 - $8.75/HR.
DODGEBALL PROGRAM COORDINATOR DODGEBALL ASSISTANT	$9.00 – $16.25/HR. $7.25 - $10.00/HR.
FLAG FOOTBALL COORDINATOR FLAG FOOTBALL FIELD MAINTENANCE SUPERVISOR	$11.50 - $22.00/HR. $7.25 - $10.00/HR.
GOLF INSTRUCTOR (PEE WEE)	$7.25 - $16.25/HR.
GYMNASTICS COORDINATOR GYMNASTICS ASSISTANT COORDINATOR GYMNASTICS INSTRUCTOR	$9.00 - $22.00/HR $7.75 - $13.75/HR. $7.25 - $8.75/HR.
LITTLE GRIDDERS FOOTBALL COORDINATOR	$9.00 - $22.00/HR.
OODLES OF ART INSTRUCTOR	$9.00 - $16.25/HR.
OFFICE ASSISTANT OPEN GYM SUPERVISORS - WINTER OPEN GYM SUPERVISORS - SUMMER	$6.50 - $13.75/HR. $7.25 - $10.00/HR. $7.25 - $10.00/HR.
POMS ASSISTANTS	$7.25 - $16.25/HR.
SOCCER PROGRAM COORDINATOR	$9.00 - $16.25/HR.
SPORTIES FOR SHORTIES COORDINATOR SPORTIES FOR SHORTIES ASSISTANT	$9.00 – $16.25/HR. $7.25 - $10.00/HR.
TENNIS COORDINATOR TENNIS SITE MANAGER TENNIS INSTRUCTOR	$9.00 - $22.00/HR. $7.75 - $12.50/HR. $7.25 - $10.00/HR.
THEATER DIRECTOR THEATER ASST. DIRECTOR THEATER ASSISTANT	$9.00 - $22.00/HR. $9.00 - $20.00/HR. $7.25 - $10.00/HR.
TRACK COORDINATOR TRACK INSTRUCTORS	$9.00 - $22.00/HR. $7.25 - $10.00/HR.
VOLLEYBALL INSTRUCTOR	$7.25 - $16.25/HR.
BASKETBALL OFFICIAL - ADULT NON-CERTIFIED BASKETBALL OFFICIAL - ADULT CERTIFIED BASKETBALL - ADULT SCORER/TIMER	$9.00 - $25.00/GAME $16.50 - $30.00/GAME $7.25 - $10.00/GAME
BASKETBALL OFFICIAL (GRADES 3-8) BASKETBALL SCORER/TIMER (GRADES 3-8)	$7.25 - $16.25/GAME $7.25 - $10.00/GAME
FLAG FOOTBALL OFFICIAL (GRADES 1-6)	$7.25 - $16.25/GAME
SOCCER REFEREE - NON-CERTIFIED SOCCER REFEREE - CERTIFIED	$7.25 - $10.00/GAME $7.25 - $16.25/GAME
SOFTBALL UMPIRE - ADULT NON-CERTIFIED (ONE/GAME) SOFTBALL UMPIRE - ADULT CERTIFIED (ONE/GAME) SOFTBALL SCOREKEEPER - ADULT	$9.00 - $25.00/GAME $14.00 - $30.00/GAME $7.25 - $10.00/GAME
VOLLEYBALL OFFICIAL - ADULT NON-CERTIFIED VOLLEYBALL OFFICIAL - ADULT CERTIFIED VOLLEYBALL OFFICIAL - TEEN LEAGUE	$9.00 - $25.00/MATCH $16.50 - $30.00/MATCH $7.25 -$11.25/MATCH

* This list may not be all inclusive of new programs, but they will be placed appropriately.

The following criteria shall be used in determining the salaries of seasonal, part-time staff.

- Job Responsibilities
- Previous Experience
- Education
- Past Job Performance
- Training/Certification

The Park and Recreation Commission may approve individual arrangements for any employee not covered by the position classifications. In these special situations, all expenses must be covered by program revenue.

Included in this category are the following positions that are paid on commission or contract basis:

- Adaptive Programming for adult/youth with disabilities
- Adult/Child Workshop Instructor
- Aerobic Dance Instructors (Fitness Firm)
- Aqua-Fit Water Aerobics Instructors (Fitness Firm)
- Art Programs Instructor (ceramics, afterschool)
- Community Band Instructors
- Basement Rec. Room Workshop Instructor
- Basketball Camp Director/Coaches
- Basketball Clinic Directors
- Belly Dancing Instructor
- Cake Decorating Instructor
- Cheerleading/Hip Hop Funk Instructor
- Computer Instructors (Adults, Youth)
- Crafts Instructor
- Cross Country Ski Instructor
- Dance (Adult/Youth)
- Deck Construction Workshop Instructor
- Disc Golf Instructor
- Enrichment programming (languages, clutter, magic, book published, landscape)
- Family Activities Instructors
- Financial Planning Workshop Instructors
- Fitness Instructor (NIA, Pilates, Zumba, Group Fitness)
- Flag Football Camp Director/Coaches
- Football Camp Director/Coaches
- Golf Instructor (Adult/Pee Wee)
- Gymboree Instructors
- Ice skating Instructors
- In-Line Skating Instructor/Roller Hockey Instructor
- Judo/Tae Kwon Do/Karate Instructor
- Knitting Instructor
- Learn Not To Burn Coordinator
- Lego Program Instructor
- Mad Science Classes
- Modeling Instructor
- Nature Camp Directors (Winter Exploration, Nature Exploration)
- Photography Instructor
- Pom Pon Coordinator
- Rock Climbing Instructors
- Self Defense Instructors
- Softball Clinic Director/Coaches/Umpires
- Taekwondo Instructor
- Track & Field Program/Camp Directors/Coaches
- Volleyball Camp Directors/Coaches/Officials
- Woodworking Instructor
- Wrestling Camp Directors/Coaches
- Yard Maintenance & Pruning Instructor
- Yoga Instructor

X. F

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: March 7, 2016

AGENDA ITEM: New Business

ITEM TITLE: Request to Award Contract to Payne & Dolan for $1,897,276.99 for 2016 Road Projects

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

SUMMARY EXPLANATION:

Bid Total	Bidder
$1,897,276.99	Payne & Dolan
$2,012,862.79	Stark Pavement
$2,341,548.44	Vinton
$2,431,161.34	Michaels

Bid	Estimate	
$701,474.94	$822,000.00	Donges Bay
$340,651.96	$294,000.00	Maple
$390,763.52	$344,000.00	Fieldstone
$27,479.42	$37,000.00	Mequon
$436,907.15	$419,000.00	Country Aire
$1,897,276.99	$1,916,000.00	TOTAL
($18,723.01)		Bid - Estimate
0.99		Bid / Estimate
$1,907,379.68		Acct Balance
($10,102.69)		Bid - Acct Balance
0.99		Bid / Acct Balance

ATTACHMENTS: None

COMMITTEE ACTION:

The Public Works & Highway Committee recommended approval by majority vote during its Feb. 2, 2016 meeting.

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

X . 6

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: March 7, 2016

AGENDA ITEM: New Business

ITEM TITLE: Request to Award Contract for 2016 Lannon-Appleton Water Main Extension Phases #2 & #3 Project

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

SUMMARY EXPLANATION:

This three-phased project designed by the Village's Engineering Dept. is intended to complete the loop from nearby Wal-Mart on Appleton Ave. through the Lannon Rd. intersection and beneath the I-41 Lannon Rd. interchange to Commerce Dr. The project provides a much needed redundant water distribution feed for Water Utility users west of I-41.

Bid	Bidders
$1,395,980.00	Advance
$1,626,940.00	PTS
$1,639,045.20	Super Excavators
$1,867,945.00	Globe
$2,110,050.00	Mid City

2/3 Funded by Water Utility: Account #50-180-183-3430 had $400,000 budgeted in Year 2014, $400,000 in Year 2015, and $400,000 in Year 2016.
1/3 Funded by TID #6: Account #46-576-530-4500 had $400,000 budgeted in Year 2015 and $803,000 in Year 2016.

Schedule		
Lannon-Appleton Water Main Extension	**Nimitz Dr Paving**	**Appleton Ave Paving**
8/15/2016: Substantial Completion	8/15/2016: Start of Construction	8/15/2016: Start of Construction
9/15/2016: Final Completion	9/15/2016: Substantial Completion	9/15/2016: Substantial Completion
	10/15/2016: Final Completion	10/15/2016: Final Completion

ATTACHMENTS: None

COMMITTEE ACTION:

Award to Advance for $1,395,980.00. 3 Ayes: 1 No (Zabel)

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

X. H

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: March 7, 2016

AGENDA ITEM: New Business

ITEM TITLE: Request to Award Contract for 2016 TID #6 Phase #1 Grading & Erosion Control Project

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

SUMMARY EXPLANATION:

This project was designed by the Village's Engineering Dept. according to a developer's agreement with the land owner and developer MLG Commercial. This design is Iteration #3, with Iteration #1 having had accommodated T.J. Hale's site plan and Iteration #2 having had accommodated Opus' site plan. Iteration #3 is a universal design that provides buildable area and drainage, both of which can be used and modified by future tenants' engineering consultants.

Bid Value	Bidder
$1,549,717.50	Super Western
$1,939,442.10	Veit
$2,321,515.25	Rams
$2,559,549.93	Michaels
$2,747,958.00	Edgerton

Account #46-573-530-4500 had $663,750 budgeted in Year 2015 and $1.5 million in Year 2016.

Schedule			
Grading & Erosion Control Contract	**Sanitary & Water Utilities**	**Nimitz Dr Paving**	**Appleton Ave Paving**
7/15/2016: Substantial Completion of Nimitz Dr	7/15/2016: Substantial Completion		
8/15/2016: Final Completion of Nimitz Dr	8/15/2016: Final Completion	8/15/2016: Start of Construction	8/15/2016: Start of Construction
9/15/2016: Substantial Completion of Entire Site		9/15/2016: Substantial Completion	9/15/2016: Substantial Completion
10/15/2016: Final Completion of Entire Site		10/15/2016: Final Completion	10/15/2016: Final Completion

ATTACHMENTS: None

COMMITTEE ACTION:

Provide low bid to Ehlers & Associates for updating the pro forma, and
Advance to Village Board without recommendation. 3 Ayes: 1 No (Zabel)

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

X. I

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: March 7, 2016

AGENDA ITEM: New Business

ITEM TITLE: Request for Approval to Award Contract for TID #6 Neu-NMMR Geotechnical Inspection Services

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

SUMMARY EXPLANATION:

The Village Board had awarded this contract to Himalayan Consultants during its Sep. 15, 2014 meeting. Some of Himalayan's rates escalated since then, which is typical for engineering consultants. Grading contractor bids were received on Feb. 25, 2016 and the Spring/Summer construction season will soon be approaching; therefore, Staff recommends exchanging the 2014 rates with the 2016 rates.

Schedule			
Grading & Erosion Control Contract	**Sanitary & Water Utilities**	**Nimitz Dr Paving**	**Appleton Ave Paving**
7/15/2016: Substantial Completion of Nimitz Dr	7/15/2016: Substantial Completion		
8/15/2016: Final Completion of Nimitz Dr	8/15/2016: Final Completion	8/15/2016: Start of Construction	8/15/2016: Start of Construction
9/15/2016: Substantial Completion of Entire Site		9/15/2016: Substantial Completion	9/15/2016: Substantial Completion
10/15/2016: Final Completion of Entire Site		10/15/2016: Final Completion	10/15/2016: Final Completion

ATTACHMENTS:

Himalayan proposal (02/23/2016)
Himalayan proposal (09/11/2014)

COMMITTEE ACTION:

Advance to Village Board without recommendation. 3 Ayes : 1 No (Zabel)

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

Himalayan Consultants, LLC
Engineers and Hydrogeologists

February 23, 2016

To: Mr. Brionne Bischke, P.E. – Village Engineer
Village of Germantown (Client)
N112 W17001 Mequon Road
Germantown, WI 53022

Re: Updated Costs for Geotechnical Review and Construction Engineering Services

Project: TID #6 NEU-NMMR PARCELS, GRADING & EROSION CONTROL
PROJECT #1406
Germantown, Wisconsin

Dear Mr. Bischke:

Himalayan Consultants, LLC (Himalayan) is submitting this updated cost proposal to conduct geotechnical and construction quality assurance verifications for the project referenced above. Himalayan will provide all summary reports and inspection documents at the completion of the project, unless written request is received for receipt of specific documentation prior to the end of the project.

To successfully address all the needs of the project as proposed Himalayan has partnered with GeoTest, Inc. Their services would include, but not be limited to lab testing of soils and field nuclear density testing. GeoTest will be representing the project as a subconsultant to Himalayan resulting in only one contract between the Village of Germantown and Himalayan for services rendered.

SCOPE OF WORK

During construction Himalayan will represent the Village of Germantown as Project Geotechnical Engineer providing geotechnical site review of the placement of the clay liner within the storm water ponds and the grading of the roads to proposed sub-grade. Onsite testing will be completed to determine the acceptability of foundation soils prior to the placement of roadway fills as well as final testing on completed roadway subgrade. Recommendations will be made regarding soil stability and removal of unsuitable materials upon completion of field testing. The following will be completed as part of Project Geotechnical Engineer services:

- Proofrolling as required by the project specifications
- Random pocket pentrometer testing during roadway fill and clay liner placement
- Nuclear density testing of final finished roadway subgrade
- Nuclear density testing of each completed lift of clay liner material

As part of the field oversight Himalayan will provide the following documentation during construction:

- Backfill material proctor test results and optimum moisture content to be used where Nuclear Density testing is required
- Nuclear density testing and field moisture content for backfill
- Bench testing to determine final mix proportions for Lime/Lime kiln dust soil stabilization

Himalayan will complete comprehensive reports identifying field tests completed, verified soil strengths, summary of density tests completed, and consistency between specifications and field construction activities.

COST ESTIMATE

The estimated cost for the scope of work outlined above is as follows:

Gopal Adhikary, P.E. – Principle Geotechnical Engineer (As needed or requested)__________$123.52/hr
Mark Babich, P.E. – Geotechnical Engineer (As needed or requested)____________________$96.20/hr
Thomas Dueppen – Field Inspector____$73.50/hr
David Barber, P.E. – Construction Engineer (As needed or requested)__________________$121.05/hr
GeoTest Laboratory Technician____$45.00/hr
GeoTest Field Technician (3-hour minimum billing for each day of work)________________$65.00/hr
GeoTest Principle Engineer (As needed or requested)______________________________$105.00/hr

As requested in the bidding documents, the above rates are an all-inclusive, all-incidental hourly rate for each person that may work on the project performing Geotechnical Inspection services for this project that will include, but not be limited to, satisfying compaction and soil stabilization requirements presented in the geotechnical report and contract specifications.

- The primary field representative for the project would be Thomas Dueppen. and he would be responsible for all field documentation and drafting the final report.
- Bench testing and soil stabilization mix proportioning will be completed by Mark Babich, P.E. and Gopal Adhikary, P.E..
- GeoTest would assist in developing proctor results from representative soil samples for purposes of determining final compaction requirements. The number of proctor tests is determined by the number of varying soil types identified in the field.
- GeoTest would complete field nuclear density testing under the observation of Thomas Dueppen. Testing would be scheduled to maximize field time and avoid minimum billing assessments for less than 3 hours of work.

A signed agreement is required to commence work.

DELIVERABLES

- Himalayan will complete comprehensive reports identifying field tests completed, verified soil strengths, summary of density tests completed, and consistency between specifications and field construction activities.

Himalayan Consultants, LLC
Engineers and Hydrogeologists

ASSUMPTIONS

- It is assumed that payment for services will be determined based upon the hourly rate for the individual working on the contract and total hours worked during each billing period.
- The Village of Germantown reserves the right to request the services of the specialized individuals listed in the proposal for purposes of resolving field issues identified during construction.
- Individuals will not be allowed to bill to the project unless prior written authorization is received from the Village of Germantown.

PROJECT SCHEDULE

Himalayan will initiate the Scope of Services immediately after your written authorization to proceed. Himalayan will complete the services within the time frame required per the Project schedule.

Himalayan greatly appreciates the opportunity to submit this proposal and looks forward to working with you on this and upcoming projects through their completion. If you have any questions regarding this Proposal, please call me at (262) 502-0066.

Regards,

HIMALAYAN CONSULTANTS, LLC

David Barber, P.E.
Project Manager

September 11, 2014

To: Mr. Brionne Bischke, P.E. – Village Engineer
Village of Germantown (Client)
N112 W17001 Mequon Road
Germantown, WI 53022

Re: Proposal for Geotechnical Review and Construction Engineering Services

Project: TID #6 NEU-NMMR PARCELS, GRADING & EROSION CONTROL
PROJECT #1406
Germantown, Wisconsin

Dear Mr. Bischke:

Himalayan Consultants, LLC (Himalayan) is submitting this cost proposal to conduct geotechnical and construction quality assurance verifications for the project referenced above. Himalayan will provide all summary reports and inspection documents at the completion of the project, unless written request is received for receipt of specific documentation prior to the end of the project.

To successfully address all the needs of the project as proposed Himalayan has partnered with GeoTest, Inc. Their services would include, but not be limited to lab testing of soils and field nuclear density testing. GeoTest will be representing the project as a subconsultant to Himalayan resulting in only one contract between the Village of Germantown and Himalayan for services rendered.

SCOPE OF WORK

During construction Himalayan will represent the Village of Germantown as Project Geotechnical Engineer providing geotechnical site review of the placement of the clay liner within the storm water ponds and the grading of the roads to proposed sub-grade. Onsite testing will be completed to determine the acceptability of foundation soils prior to the placement of roadway fills as well as final testing on completed roadway subgrade. Recommendations will be made regarding soil stability and removal of unsuitable materials upon completion of field testing. The following will be completed as part of Project Geotechnical Engineer services:

- Proofrolling as required by the project specifications
- Random pocket pentrometer testing during roadway fill and clay liner placement
- Nuclear density testing of final finished roadway subgrade
- Nuclear density testing of each completed lift of clay liner material

As part of the field oversight Himalayan will provide the following documentation during construction:

- Backfill material proctor test results and optimum moisture content to be used where Nuclear Density testing is required
- Nuclear density testing and field moisture content for backfill
- Bench testing to determine final mix proportions for Lime/Lime kiln dust soil stabilization

Himalayan will complete comprehensive reports identifying field tests completed, verified soil strengths, summary of density tests completed, and consistency between specifications and field construction activities.

COST ESTIMATE

The estimated cost for the scope of work outlined above is as follows:

Gopal Adhikary, P.E. – Principle Geotechnical Engineer (As needed or requested)	$123.52/hr
Mark Babich, P.E. – Geotechnical Engineer (As needed or requested)	$93.10/hr
Ryan Biesek, E.I.T. – Geotechnical Field Engineer	$73.50/hr
David Barber, P.E. – Construction Engineer (As needed or requested)	$107.80/hr
GeoTest Laboratory Technician	$45.00/hr
GeoTest Field Technician (3-hour minimum billing for each day of work)	$65.00/hr
GeoTest Principle Engineer (As needed or requested)	$85.00/hr

As requested in the bidding documents, the above rates are an all-inclusive, all-incidental hourly rate for each person that may work on the project performing Geotechnical Inspection services for this project that will include, but not be limited to, satisfying compaction and soil stabilization requirements presented in the geotechnical report and contract specifications.

- The primary field representative for the project would be Ryan Biesek, E.I.T. and he would be responsible for all field documentation and drafting the final report.
- Bench testing and soil stabilization mix proportioning will be completed by Mark Babich, P.E. and Gopal Adhikary, P.E..
- GeoTest would assist in developing proctor results from representative soil samples for purposes of determining final compaction requirements. The number of proctor tests is determined by the number of varying soil types identified in the field.
- GeoTest would complete field nuclear density testing under the observation of Ryan Biesek, E.I.T.. Testing would be scheduled to maximize field time and avoid minimum billing assessments for less than 3 hours of work.

A signed agreement is required to commence work.

DELIVERABLES

- Himalayan will complete comprehensive reports identifying field tests completed, verified soil strengths, summary of density tests completed, and consistency between specifications and field construction activities.

ASSUMPTIONS

- It is assumed that payment for services will be determined based upon the hourly rate for the individual working on the contract and total hours worked during each billing period.
- The Village of Germantown reserves the right to request the services of the specialized individuals listed in the proposal for purposes of resolving field issues identified during construction.
- Individuals will not be allowed to bill to the project unless prior written authorization is received from the Village of Germantown.

PROJECT SCHEDULE

Himalayan will initiate the Scope of Services immediately after your written authorization to proceed. Himalayan will complete the services within the time frame required per the Project schedule.

Himalayan greatly appreciates the opportunity to submit this proposal and looks forward to working with you on this and upcoming projects through their completion. If you have any questions regarding this Proposal, please call me at (262) 502-0066.

Regards,

HIMALAYAN CONSULTANTS, LLC

Paul Jenswold

Paul Jenswold, P.E.
Project Manager

X . J

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: March 7, 2016

AGENDA ITEM: New Business

ITEM TITLE: Request to Award Contract for 2016 TID #6 Phase #1 Sanitary & Water Utilities Project

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

SUMMARY EXPLANATION:

This project was designed by the Village's Engineering Dept. according to a developer's agreement with the land owner and developer MLG Commercial. This design is Iteration #3, with Iteration #1 having had accommodated T.J. Hale's site plan and Iteration #2 having had accommodated Opus' site plan. Iteration #3 is a universal design that provides sanitary and water utilities, both of which future tenants' engineering consultants can design private lateral connections to them.

Bid Value	Bidder
$1,333,129.75	Super Excavators
$1,674,737.80	Advance
$1,693,474.00	PTS
$2,585,378.00	Globe

Sanitary: Account #46-578-530-4500 had $200,000 budgeted in Year 2015 and $938,700 in Year 2016.
Water: Account #46-576-530-4500 had $400,000 budgeted in Year 2015 and $803,000 in Year 2016.

Schedule			
Grading & Erosion Control Contract	**Sanitary & Water Utilities**	**Nimitz Dr Paving**	**Appleton Ave Paving**
7/15/2016: Substantial Completion of Nimitz Dr	7/15/2016: Substantial Completion		
8/15/2016: Final Completion of Nimitz Dr	8/15/2016: Final Completion	8/15/2016: Start of Construction	8/15/2016: Start of Construction
9/15/2016: Substantial Completion of Entire Site		9/15/2016: Substantial Completion	9/15/2016: Substantial Completion
10/15/2016: Final Completion of Entire Site		10/15/2016: Final Completion	10/15/2016: Final Completion

ATTACHMENTS: None

COMMITTEE ACTION:

Provide low bid to Ehlers & Associates for updating the pro forma, and
Advance to Village Board without recommendation. 3 Ayes: 1 No (Zabel)

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

X-K

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: March 7, 2016

AGENDA ITEM: New Business

ITEM TITLE: Request to Award Contract for 2016 TID #6 Phase #1 Nimitz Paving & Lighting Project

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

SUMMARY EXPLANATION:

This project was designed by the Village's Engineering Dept. according to a developer's agreement with the land owner and developer MLG Commercial. This design is Iteration #3, with Iteration #1 having had accommodated T.J. Hale's site plan and Iteration #2 having had accommodated Opus' site plan. Iteration #3 is a universal design that provides public roadway access, which future tenants' engineering consultants can design private driveway connections to.

Bid Value	Bidder
$185,855.90	Payne & Dolan

Streets: Account #46-574-530-4500 had $465,000 budgeted in Year 2015 and $878,000 in Year 2016.
Storm: Account #46-575-530-4500 had $150,000 budgeted in Year 2015 and $160,300 in Year 2016.
Sidewalk: Account #46-579-530-4500 had $0 budgeted in Year 2015 and $23,600 in Year 2016.

Schedule			
Grading & Erosion Control Contract	**Sanitary & Water Utilities**	**Nimitz Dr Paving**	**Appleton Ave Paving**
7/15/2016: Substantial Completion of Nimitz Dr	7/15/2016: Substantial Completion		
8/15/2016: Final Completion of Nimitz Dr	8/15/2016: Final Completion	8/15/2016: Start of Construction	8/15/2016: Start of Construction
9/15/2016: Substantial Completion of Entire Site		9/15/2016: Substantial Completion	9/15/2016: Substantial Completion
10/15/2016: Final Completion of Entire Site		10/15/2016: Final Completion	10/15/2016: Final Completion

ATTACHMENTS: None

COMMITTEE ACTION:

Provide low bid to Ehlers & Associates for updating the pro forma, and
Advance to Village Board without recommendation. 3 Ayes: 1 No (Zabel)

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

X. L

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: March 7, 2016

AGENDA ITEM: New Business

ITEM TITLE: Request to Award Contract for 2016 TID #6 Phase #1 Appleton Paving & Lighting Project

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

SUMMARY EXPLANATION:

This project was designed by the Village's Engineering Dept. according to a developer's agreement with the land owner and developer MLG Commercial. This design includes Nimitz tee intersection improvements within the Appleton Ave. right-of-way. It does not include roundabout modifications, which have been deferred until warranted sometime in the future.

Bid	Bidder
$432,899.03	Payne & Dolan
$486,987.30	All-Ways

Streets: Account #46-574-530-4500 had $465,000 budgeted in Year 2015 and $878,000 in Year 2016.
Storm: Account #46-575-530-4500 had $150,000 budgeted in Year 2015 and $160,300 in Year 2016.
Sidewalk: Account #46-579-530-4500 had $0 budgeted in Year 2015 and $23,600 in Year 2016.

Schedule			
Grading & Erosion Control Contract	**Sanitary & Water Utilities**	**Nimitz Dr Paving**	**Appleton Ave Paving**
7/15/2016: Substantial Completion of Nimitz Dr	7/15/2016: Substantial Completion		
8/15/2016: Final Completion of Nimitz Dr	8/15/2016: Final Completion	8/15/2016: Start of Construction	8/15/2016: Start of Construction
9/15/2016: Substantial Completion of Entire Site		9/15/2016: Substantial Completion	9/15/2016: Substantial Completion
10/15/2016: Final Completion of Entire Site		10/15/2016: Final Completion	10/15/2016: Final Completion

ATTACHMENTS: None

COMMITTEE ACTION:

Provide low bid to Ehlers & Associates for updating the pro forma, and
Advance to Village Board without recommendation. 3 Ayes: 1 No (Zabel)

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

X. M

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: March 7, 2016

AGENDA ITEM: New Business

ITEM TITLE: Request to Accept Memorandum of Understanding for Future TID #6 Appleton Ave. – Lannon Rd. Roundabout Intersection Improvements

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

SUMMARY EXPLANATION:

During the Board's Jan. 18, 2016 meeting, the Board asked Village staff to talk with Wisconsin DOT officials to see if improvements could be deferred until such future time as they become warranted instead of being constructed with Village funding during the DOT's Year 2017 project. DOT agreed to the deferment under condition that the Village enter into a Memorandum of Understanding with them. A draft of the MoU is attached for review. Staff recommends approval.

ATTACHMENTS: MoU

COMMITTEE ACTION:

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

Memorandum of Understanding

between

THE VILLAGE OF GERMANTOWN

and

THE WISCONSIN DEPARTMENT OF TRANSPORTATION

This memorandum summarizes the agreement for future roadway improvements between the VILLAGE OF GERMANTOWN (Village) and the WISCONSIN DEPARTMENT OF TRANSPORTATION (State) for the Willow Creek development site generally located on lands bound by I-41, Maple Road, WIS 175 and County Highway Y (Lannon Road).

GENERAL

- Nothing in this memorandum of understanding (MOU) shall limit or otherwise affect the sovereign immunity of the State of Wisconsin or the Village of Germantown.
- This MOU shall not be construed to create third-party beneficiaries, nor to create a partnership between the Village and State.
- This MOU contains the entire agreement between the parties; all prior negotiations and discussions have been merged into and are superseded by this MOU.
- This MOU may be signed in counterparts.
- The alteration of highway features is a police power and does not entitle any person, public or private, to any damages or compensation for such work. This MOU shall not be construed to create in any person a property interest in a median opening or any other feature within WisDOT's highway.
- Nothing in this MOU referencing costs that could be or will be incurred by the Village is intended to limit the Village's ability to pass those costs on to land owners or developers through development agreements, zoning approvals, special assessments, impact fees, and/or any other lawful method.

VILLAGE RESPONSIBILITIES

1. Implement all improvements on all roadways under State jurisdiction listed as the responsibility of the Village/Developer in the State letter dated October 12, 2015 for the Willow Creek development (see attached Exhibit A).
2. **2030 Build Improvements.** Village shall monitor the buildout of the development and install the listed improvements for WIS 175 & County Highway Y (Lannon Road) when the combined square footage of buildings in the Willow Creek development area reaches approximately 350,000 square feet. A permit to work in State right-of-way will be required.
3. **2030 Total Improvements – Offsite Development.** Village shall install the listed improvements for WIS 175 & County Highway Y (Lannon Road) prior to the opening of the public streets serving the offsite development.
4. Village shall provide all necessary right-of-way and all necessary temporary limited easements required to install all of the improvements defined for the Willow Creek development in the State letter dated October 12, 2015.

5. Update the traffic impact analysis (TIA) in accordance with State Guidelines if the proposed uses within the development area change and would generate increased trips to WIS 175. The Village will not be responsible for the design and construction of any improvements from future updates to the TIA that are identified as background improvements.

STATE RESPONSIBILITIES

1. Review and issue necessary permits to the Village for the required improvements within State right-of-way. All permit work shall conform to the standards of the State's Facilities Development Manual (FDM).
2. Review any required land divisions and approve those meeting requirements of State Statutes.
3. Review any future updated TIAs for this development and accept those that are technically correct.

Village of Germantown

By: ____________________________

Title: ____________________________

Date: ____________________________

Wisconsin Department of Transportation

By: ____________________________

Title: ____________________________

Date: ____________________________