VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, November 21, 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.

** To include Village Clerk report on November 8, 2016 General/Presidential Election

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: September 19, 2016, October 3, 2016 and October 17, 2016 Regular Village Board Meetings

B. Accounts payable/payroll

1.	October 18, 2016	Payroll (hourly)	$ 208,350.87
2.	October 25, 2016	Accounts Payable	$1,491.225.12
3.	October 31, 2016	Payroll (salary)	$ 84,337.91
4.	October 2016	Accounts Payable	$ 412,901.50
5.	November 1, 2016	Payroll (hourly)	$ 223,788.50
6.	November 10, 2016	Accounts Payable	$1,152,452.10
7.	November 15, 2016	Payroll (salary)	$ 295,680.52

C. Operator Licenses: November 22, 2016 to June 30, 2017:
Sandra M. Brown, Adam T. Maciejczak, Kaitlin M. Malliet, Dustin A. Davis, Jeffrey C. Davis and Jennifer L. Heisdorf [Recommended Approval]

VII. **CONSENT AGENDA continued:**

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

D. Request for Approval to Pay Invoice from Washington County Highway Department in the Amount of $27,067.32 for Centerline and Edge Line Painting at Various Locations Within the Village. Funds to be allocated from Acct. #10-542-530-3540[Recommended Approval]

E. Request for Approval to Pay Invoice from Stark Asphalt in the Amount of $8,065.24 for Hot Mix Asphalt Used to Patch Various Locations Within the Village. Funds to be Allocated from Acct. #10-542-530-3510 [Recommended Approval]

F. Request for Approval to Purchase LED Lights for the Library from 1st AYD for an Amount of $7,250.27 with Funds to be Allocated from Acct. #10-519-570-8251 [Recommended Approval]

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

G. Request Approval to Amend the Salary **Resolution No. xx-16** for FLSA Overtime Rule, Defining and Delimiting the Exemptions for Executive, Administrative, professional, Outside Sales and Computer Employees [Recommended Approval]

H. Request for Approval of 2017 Health and Dental Plan Renewals to Renew with Gerber Life at Current Level of Medical & RX - $45,00 Specific and to Partner with Delta Dental as an Overlay network to our Self Insured Dental Plan [Recommended Approval]

I. Request Approval of Transcendent Technologies Software Maintenance Agreement for Tax Receipting and Pet Licensing Program [Recommended Approval]

J. Request Approval of **Resolution No. xx-16** Amending the 2010 Commitment and Assignment of Special Revenue Fund Balances Resolution, Establishing a Separate Fund for Police Department Honor Guard [Recommended Approval]

VIII. **UNFINISHED BUSINESS:**

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

A. 2017 Budget and 2016 Tax Levy

X. **NEW BUSINESS:**

A. Request Approval of 2017 Fireworks Contract

B. Request Approval of Germantown Crusherz Softball Field Usage Agreement 2017-2018

C. Request Approval of Diamond Club Baseball/Softball Field Usage Agreement 2017-2018

D. Request Approval of Germantown Hawks Football Field Usage Agreement 2017-2019

E. Request Approval of **Ordinance No. xx-16** Creating Section 3.15 of the Germantown Municipal Code Establishing a Public Improvement Reserve Fund

X. NEW BUSINESS continued:

F. Request Approval of **Resolution No. xx-16** Adopting the 2017 Budget & 2016 Tax Levy
G. Request Approval of **Resolution No. xx-16** Authorizing the Placement of Special Charges on the 2016 Tax Roll Against Certain Properties
H. Request Approval to Purchase 18' Tandem Trailer from Miller Bradford
I. Request Approval to Fill the Upcoming Vacancy of Water Superintendent
J. Set 2017 Village Board Meeting Dates and Consider Cancellation of Certain Meetings Due to Holidays Etc.,

XI. ADJOURNMENT

The next Village Board meeting will be on December 5, 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
September 19, 2016

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

ROLL CALL: President Wolter, Trustees Campbell, Hughes, Miller, Myers, Warren and Zabel. Absent and excused: Trustees Baum & Kaminski. (Trustee Baum arrived at 8:25 p.m.) Also present: Attorney Sajdak, DPW Director Ratayczak, CDD/Planner Retzlaff, Fire Chief Weiss and Clerk Goeckner

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

PRESIDENT'S REPORT: Thanked Fire Chief and his Department for the well-presented September 11th Memorial. Fire Chief Weiss presented award and appreciation for Captain Bobbie Asmundy for response to emergency and personal assistance to pilot at Moving Wall who experienced PTSD reaction during emergency.

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

CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:
Dale Schult, spoke on behalf of Vietnam Moving Wall committee and expressed sincere appreciation to Village and all departments for helping to make the project a well-received event and nothing but praise for how it was run. Unbelievable success.
Judy Kacharik – W179N11651 Augusta Ct - Opposed to development
Charlene Brady - N109W16620 Hawthorne Dr. – Opposed to development
Trustee Hughes – Requested explanation of what a reconsideration is or would be. Attorney Sajdak said if a motion to reconsider would be made tonight there would solely be discussion if there will be a vote. If there is a motion and a vote to reconsider the reconsideration itself will take place at the next meeting. The vote tonight would be for whether to bring it forth on the next agenda. Your vote tonight is not whether you are for it or against it. That motion would have to be done during new business.
Charles Evans – W179N11420 Blackstone Circle – Opposed to development

CONSENT AGENDA:

A. Approval of Village Board Minutes: August 15, 2016 Regular Village Board Meeting and August 29, 2016 Special Village Board Meeting

B. Accounts payable/payroll

1.	August 25, 2016	Accounts Payable	$231,738.21
2.	August 31, 2016	Payroll (salary)	$ 96,364.45
3.	August 2016	Accounts Payable	$ 74,790.76
4.	September 6, 2016	Payroll (hourly)	$220,044.15
5.	September 10, 2016	Accounts Payable	$537,032.56
6.	September 15, 2016	Payroll (salary)	$ 82,896.84

C. Operator Licenses: September 20, 2016 to June 30, 2017: [Recommended Approval] Tamika R. Flinn, Jamie L. McDonah; Kristal R. Schlegel; Patricia J. Vogel

MOTION (Miller/Warren) to approve Consent Agenda Items A-C. Trustee Zabel requested to pull August 29th Special Village Board meeting minutes. **Approval of items A-C minus August 29th minutes, by roll call vote, carried.**

UNFINISHED BUSINESS: None

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

A. Skyline Development Corp., Agent and Petitioner for DBH 1031 LLC, (Sports Specialists of Milwaukee Inc.), to Amend Conditional Use Permit No. 04-16, to Revise the Amount of Land mitigation for Development Activities Within a 25' Wetland and 75' Navigable Waterway Setback on the Property located at N104 W13885 Donges Bay Road (Tax Key No. GTNV 362-981, pursuant to Section 24.04(3) of the Municipal Code;

Community Development Director Retzlaff presented information on this request.
President Wolter opened the Public Hearing at 7:38 p.m.
No one spoke regarding this application.
President Wolter closed the Public Hearing at 7:39 p.m.

B. Village of Germantown Community Development Department for Petition for Proposed Text Amendments to the following sections of the Zoning Code (Chapter 17) of the Village of Germantown Municipal Code: 17.07 (General Provisions); 17.08 (Definitions); 17.42 (Conditional Uses); 17.43 (Site Plan Approval Requirements); 17.48 (Non-Conforming Uses, Structures and Lots); 17.51 (Changes and Amendments; and 17.56 (Wireless Communication Facilities)

Community Development Director Retzlaff presented information on the proposed amendments to the Zoning Code. Does include Section 17.42(10) (Late-Night Outdoor Entertainment). Village Board directed Attorney Sajdak to draft the amendment to address business owner requests for outside premises and times allowed. Plan Commission made changes to that ordinance and recommended removing language of limiting the time to 10:00 p.m. CDD Retzlaff further explained the remaining text amendments.
President Wolter opened the Public Hearing at 7:48 p.m.
The following persons spoke against amending Section 17.42(10) Late-Night Outdoor Entertainment:
Carrie Schuster – N116W15881 Main Street
Nancy Litzow – N116W15925 Main Street
Jeff Litzow – N116W15925 Main Street
President Wolter closed the Public Hearing at 8:01 p.m.

NEW BUSINESS:

MOTION (Wolter/Hughes) to put forward a vote for a reconsideration of the August 29, 2016 Village Board item regarding Presbyterian Homes of WI Inc., Applicant and Agent for Germantown Commerce Center LLC and Romano & Schmitt LLC, Property Owners, N112W17300 Mequon Road.

Discussion of which of the two items would be reconsidered since they never acted on the second item for conditions and restrictions. Attorney Sajdak stated both would be up for reconsideration. President Wolter stated he didn't think the item was given a proper venting and
debate, in fairness to the developer. Further explanation of the reconsideration. Discussion on the proposed amendments to PDD and a proposed PILOT agreement. **By roll call vote, 4 yes, 3 no (Campbell, Myers, Zabel), carried.**

NEW BUSINESS continued:

A. **CONDITIONAL USE PERMIT:**

Skyline Development Corp., Agent for Sports Specialists of Milwaukee Inc., Property Owner of N104W13885 Donges Bay Road (Tax Key No. GTNV 362-981); Request to Amend Conditional Use Permit No. 04-16 to Adopt Changes to the Wetland & Navigable Waterway Setback Mitigation Plan

MOTION (Hughes/Warren) to approve the Conditional Use Permit as presented, conditional upon us finalizing the easement discussed. Discussion of other property ownership and easement being worked on. **Carried.**

B. **ORDINANCE AMENDMENTS:**

1. **ZONING ORDINANCE:** Village of Germantown Community Development Department, Text Amendments to Various Sections of the Zoning Code (Chapter 17) of the Village of Germantown Municipal Code

(Trustee Baum arrived at 8:25 p.m.)

MOTION (Myers/Miller) to take items #1 – #3 each separately, carried.
MOTION (Hughes/Warren) to start with item #3 and go back to item #1 as listed on the slide. Carried. (Zabel opposed)
Section 17.43(7) MOTION (Miller/Myers) to approve as presented.
Discussion of approval by Village Board or Plan Commission for site plans.
MOTION (Zabel/Hughes) to amend the motion that final site plan review and approval for multi-family zoning districts, be done by the Village Board.
Discussion of why only for multi-family zoning districts, should also be residential. Attorney Sajdak: Read State Statute 62.23, sets out makeup of Plan Commission and their duties. In his experience, governing board in Village having final review authority is rare. Further discussion on why specific to Multi-Family and not all and process followed. **3 in favor, 5 opposed (Baum, Miller, Myers, Warren, Wolter), motion to amend fails.**
Original motion, carried.

Section 17.43(6) MOTION Miller/Baum to approve amendment #2 as presented. Discussion of addressing any changes or requirements and process required. **Carried.**

Section 17.42(10) MOTION (Baum/Hughes) to approve as presented.
Discussion of changes by Plan Commission; 10:00 p.m. time limit pulled so all criteria would be subject to discussion with Village, not specific on one item. This gives option to negotiate items through CUP program based on each situation and specifics. Still have same outside premises requirements but they would need to get a Conditional Use Permit with public hearing and Village Board approval. An amendment to proposed amendment under B, I would remove 'business' and leave 'restaurant' and add 'or tavern' to keep it consistent. Plan Commission contemplated this. **MOTION (Baum/Miller) to amend the motion to have restaurant or tavern there instead of business, under item 'B', carried.** Further discussion regarding zoning and B-3 having a residential component with tenants above the businesses. **MOTION (Zabel) to remove B-3 from this ordinance.** Discussion of the reasoning and need to make business apply and deal with the specific review process. Cost of CUP currently $1,400.

NEW BUSINESS continued:

Could consider allowing them to apply and get their fee back if they were denied, less any time and costs spent – return the balance. Call for a second to the motion. **Motion fails for lack of a second.** Further discussion: Who is notified when application submitted; resident in Main Street area wants it to residents further out than 300'; could be extended as it has been for other items in past; current notice was agenda item only; item 'c' put in by Public Safety and removed by Plan Commission – already stated in definitions in code. **MOTION (Wolter/Warren) to amend to postpone this item to more publicly announce this change in ordinance, to next Village Board meeting, regarding newspapers or any other vehicle so chosen to allow opportunity for more people.** Discussion of other avenues for notice. Can be postponed further than next meeting since outside season is ending. Could happen in November or December. Could also make a motion to amend to push it back into Public Safety. **MOTION (Baum/Warren) amendment to the amendment to move it back to Public Safety and go to two meetings out.** Discussion. **Amendment to amendment carried. Amendment to motion, carried.**

2. ****PUBLIC PEACE AND GOOD ORDER ORDINANCE:** Village of Germantown Amendment to Provide for Extended Hours for Certain Late-Night Outdoor Entertainment Uses by Conditional Use Permit Within the Village (Section 9.07(2)(b) of the Village of Germantown Municipal Code**
MOTION (Hughes/Baum) to table, carried.

C. Amendment to Saxony Village Development Agreement to Allow for Phasing of Construction

Presented by DPW Director Ratayczak. Developer has requested to amend as shown in your packet. Original Developer Agreement approved and then reviewed by our attorney. Gehl's contribution of funds for sanitary sewer relay will be going through Saxony Village and we must have two agreements. Developer has approval from Plan Commission to do site in two phases of construction. Two changes: Section 1.03 ability for development agreements between Gehl's and Developer and Gehl's and Village. Second change approved at August 15th meeting to do the project in two phases. Allows DPW access to this site. Would restrict access for way to travel in and out of site. **MOTION (Baum/Warren) to approve.** Discussion of #1.03 and process/path of developer in project, meeting requirement, what happens if they don't come to a conclusion, costs if changes are denied, looking at changes in plan to reduce costs. **MOTION (Zabel) to amend to eliminate 'by November 30th, 2016' from 1.03, don't put a date on it. Motion fails for lack of a second. Original motion carried. (Zabel opposed)**

ADJOURNMENT

There being no further business, the meeting adjourned at 9:40 p.m.

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Barbara K. D. Goeckner MMC/WCPC
Village Clerk

VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
October 3, 2016

CALL TO ORDER: The meeting was called to order at 7:02 p.m. by President Wolter.

ROLL CALL: President Wolter, Trustees Baum, Campbell, Kaminski, Miller, Myers, Warren and Zabel. Trustee Hughes is absent and excused. Also, present: Attorney Sajdak, DPW Director Ratayczak, CDD/Planner Retzlaff, Fire Chief Weiss, and Deputy Clerk Raymond.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

PRESIDENT'S REPORT: Social media post about discussing ordinance for extension of hours of restaurants, taverns and bars. Will be on November Public Safety Agenda and may come to Village board at later date. Fire Safety fair was a great event for Germantown, well attended.

'STATE OF THE COUNTY" PRESENTED BY JOSHUA SCHOEMANN, WASHINGTON COUNTY ADMINISTRATOR: Joshua Schoemann is absent.

ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST/COMMITTEE REPORTS: Trustee Zabel - GGF will meet 3rd Tuesday, the 18th at 6:00 p.m. Trustee Kaminski- Public Works meets October 4 at 5:30. Public Safety is 1st Monday of November.

CITIZEN INPUT/PUBLIC APPEARANCE ON ITEMS NOT SUBJECT TO A PUBLIC HEARING:

The following citizens spoke against the Presbyterian Homes Development on Mequon Rd:
Charlie Hargan W169N11504 Biscayne Dr.
Charles Evans W179N11420 Blackstone Cir
Nancy Potter W179N11649 Augusta Ct
Joe Cowan W179N11481 Blackstone Cir
Justin Dupierala W177N11438 Blackstone Cir
Marilyn Molter N114W17861 Blackstone Cir
Judy Kucharik W179N11651 Augusta Ct
Susan Cowan W179N11481 Blackstone Cir
Gary Konop N117W17815 Augusta Ct
Holly Basting N104W16053 Donges Bay Rd
Tom Stauffacher N140W12881 Cedar Ln
Kelly Pinter N114W17863 Blackstone Cir
Charlene Brady N109W16620 Hawthorne Dr.

President Wolter entered letters written by the following citizens in favor of Presbyterian Homes Development into record: Bill Steitz, Steven Anzyck, Joseph Lauerman and Alan Kroeger.

The following citizens spoke in favor of the Presbyterian Homes Development on Mequon Rd:
Eric Tonnessen W143N10755 Wooded Hills
Sandy Dobrogowski N105W14709 Wilson Dr.;
Frank Romano N78W13022 Country Club Ct, Menomonee Falls

CONSENT AGENDA:

A. Approval of Village Board Minutes: August 29, 2016 Special Village Board Meeting and September 19, 2016 Regular Village Board Meeting

CONSENT AGENDA continued:

B. Accounts payable/payroll

1.	September 20, 2016	Payroll (hourly)	$208,013.14
2.	September 25, 2016	Accounts Payable	$ 1,636,314.80
3.	September 30, 2016	Payroll (salary)	$ 81,962.87

C. Operator Licenses: October 4, 2016 to June 30, 2017: [Recommended Approval] Jarred A. Altfillisch; Scott A Roth; Cynthia L. Weber

D. Request for Approval of Amended Agreement for the Operation of Mid-Moraine Municipal Court [Recommended Approval]

E. Request for Approval Agreement with NuVantage Employee Resource [Recommended Approval]

F. Request to Award General Banking Services to US Bank for 11/1/16 to 10/31/19 [Recommended Approval]

G. Request to Approve Purchase of 8 Election Laptops at a Cost of $ 5,592.00 [Recommended Approval]

MOTION(Baum/Warren) to approve Consent Agenda Items B – G, Item A pulled, unavailable for review, by roll call vote, carried.

UNFINISHED BUSINESS: None

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

NEW BUSINESS:

A. Reconsideration of:

1. Presbyterian Homes of WI Inc., Applicant and Agent for Germantown Commerce Center LLC and Romano & Schmitt LLC, Property Owners, N112 W17300 Mequon Road; RD-2/PDD to B-1/ PDD; **Ordinance** Rezoning and Amendments to the Blackstone Creek Planned Development District(PDD), and a 2-Lot Certified Survey Map (CSM) – Attorney Sajdak- By rule reconsideration undid vote from August 29th. Motion at last meeting, by Trustee Hughes and seconded by Trustee Baum, to approve zoning changes, is the motion on the floor now. Discussion: Pilot agreement dollar amount and time frame. Draft of agreement has been prepared and developer agrees to provide their share for Police protective services. Attorney Sadjak recommends any action this body takes to approve zoning, needs to be on condition of satisfaction of this body. Representatives for Presbyterian Homes presented information about the project. PILOT agreement, height issues, setback issues etc., Kent Tesmaucher for developer provided a brief background of Presbyterian Homes. Have conducted a feasibility study. Shows need for additional housing in this area. Looking for increase from 35' to 44'. Will comply with number of units per building and floor. Complied with setback, moved back to 54'. Can be at 35' in height with flat roof, don't believe it will fit the residential feel. Asking to increase to 44' with pitched roof. Units per building is set by Village code. Four-hour fire code is called a separation of buildings. Will be 100% sprinkler enabled. Original plan was for seven buildings, things have changed; golf course isn't really feasible. There isn't a demand for more commercial in this area. How can we develop site infrastructure? Good place for mixed use site. Blackstone Creek Golf Club representative spoke: They don't own infrastructure but need to

NEW BUSINESS continued:

move forward and trust in the process to make this project successful. It will provide job creation. Developer's representatives: Currently paying $123,000 in taxes. Taxes are based on revenue and there would be no change to taxes. Independent living would be taxable. Assisted Living section would be tax exempt. Willing to enter PILOT to cover expenses of services. Estimated PILOT would be approximately $47-48,000. 30% of project will be CBRF (Community Based Residential Facility). Phase I would be $184,000 per year. Phase II will be another $76,000/per year. Further discussion on PILOT, creation of 37 full time jobs, consideration for height, setback of 54' provides for fire lane. CDD Retzlaff discussed ordinance compliance, setbacks, less than a third of project tax exempt, remainder is taxable just like any other multi-family housing. Committed to improving golf course on exterior of clubhouse to match Presbyterian project, within 18 months of approval. Further discussion of amount of revenue to Village, PILOT revenue will go to all taxable districts, all negotiated through PILOT before Developer's Agreement signed. **MOTION(Baum/Kaminski) to table item A-1 and to move on to item A-2, carried.**

2. **Resolution** Amending No. 19-12(As Amended) Continuing Conditions and Restrictions for the Blackstone Creek Planned Development District(PDD); Amending Certain Conditions Contained Therein Pertaining to the Development of a 190-Unit Senior Living Community by Presbyterian Homes of WI Inc.
MOTION(Baum/Kaminski) to approve A-2 Resolution No. 19-12 with Amendments, carried. Revised resolution also reflects change in setback from 30' to 54'. Eliminates EH code restrictions of units per floor, per building. Code compliant because of two buildings. **MOTION(Zabel) to amend from 44' to 35' Motion fails for lack of second. MOTION (Zabel/Miller) for approval, contingent upon rezoning to B-1 Business District, by roll call vote, 5 in favor, 3 opposed (Campbell, Myers, Zabel), carried.**

MOTION(Baum/Kaminski) to take item A-1 off table, carried. Rezoning underlying general zoning district, some of land is already within an overlay district. Underlying is RD 2 family, not rezoning. Changing area that isn't already B1, to B1 zoning district. **MOTION (Baum/Warren) to Amend Item A-1 contingent upon development agreement and PILOT program being approved by Village board, by roll call vote in favor, 3 opposed (Campbell, Myers, Zabel).**

B. **MOTION(Wolter/Kaminski) to go into closed session at 10:08 p.m. per Wi. Stats.** §19.85(1)(e) for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, when competitive or bargaining reasons require a closed session and may re-enter open session to take such action as it deems appropriate, regarding The Germantown Professional Police Association Local 306, by roll call vote, carried.
MOTION (Baum/Kaminski) to go into open session at 10:10 p.m. by roll call vote, carried.

MOTION (Baum/Kaminski) to go into closed session at 10:12 p.m. per Wi.

NEW BUSINESS continued:

Stats. §19.85(1)(e) for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, when competitive or bargaining reasons require a closed session and may re-enter open session to take such action as it deems appropriate, regarding The Germantown Professional Police Association Local 306, by roll call vote, carried.

MOTION(Baum/Kaminski) to go into open session at 10:22 p.m., carried.

MOTION (Baum/Kaminski) to direct staff to go back to Police Association as discussed in closed session, carried.

ADJOURNMENT

There being no further business, meeting adjourned at 10:28 p.m.

Tanya Raymond

Tanya Raymond, Deputy Clerk

DRAFT

VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
October 17, 2016

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

ROLL CALL: President Wolter, Trustees Baum, Campbell, Hughes, Kaminski, Miller, Myers, Warren and Zabel. Also present: Administrator Schornack, Attorney Sajdak, DPW Director Ratayczak, Fire Chief Weiss and Clerk Goeckner

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

PRESIDENT'S REPORT: None.

WASHINGTON OZAUKEE PUBLIC HEALTH DEPARTMENT – DISCUSSION OF COUNTY-WIDE HEALTH COALITION/WELL WASHINGTON COUNTY
Well Washington County representatives spoke regarding their recent collaboration combining Washington and Ozaukee County Public Health Programs.

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

CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:
Chris Yatchak – N116W15041 Brownstone Court: As Director of Mai Fest has been working with Village Staff for new location for festival. Friedenfeld Park provides the best opportunity and as Director he is intending to move forward for this site. Hopes for continued support by the community.

CONSENT AGENDA:

A. Approval of Village Board Minutes: August 29, 2016 Special Village Board Meeting and September 19, 2016 Regular Village Board Meeting

B. Accounts payable/payroll

1.	September 2016	Accounts Payable	$ 21,750.05
2.	October 4, 2016	Payroll (hourly)	$ 209,091.84
3.	October 10, 2016	Accounts Payable	$ 408,440.83
4.	October 15, 2016	Payroll (salary)	$ 85,271.90

C. Operator Licenses: October 18, 2016 to June 30, 2017: [Recommended Approval] Shanta A. Atlas; Mellissa A. Czerwinski; Marcie J. Eagan; Micah N. Gaines; Kimberly K. Kohler; Marisa L. Moser; Jennifer C.J. Ramirez; Danielle T. Stewart

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

D. Approve Purchase of Forensic Evidence Drying Cabinet at a Cost Not to Exceed $5,000, with Funds Allocated from the Asset Forfeiture Acct. #19-567-530-3100 [Recommended Approval]

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

E. Approve Contract with Ideal Mechanical to Complete Internal Plumbing Work at Fire Station #1 for a Cost Not to Exceed $16,000 with Funds Allocated From Acct. #10-519-570-8222

CONSENT AGENDA continued:

F. Approve Contract with M&M Tree Care to Prune Approximately 117 Trees Within the Old Farm Subdivision Area at a Cost Not to Exceed $13,000 with Funds Allocated from Acct. #10-553-530-5290

G. Approve Four CSM Correction Instruments for the Purpose of Modifying All Previous CSM's for the Weimer Bearing Parcels Once Owned by the Village Due to Release of the WDOT's Access and Noise Restrictions Still In Force [Recommended Approval]

H. Request Approval to Include the Extension of Additional Water Main to Cross Fond du Lac Avenue as Part of the Current Park Avenue Water Main Relay Contract with Mueller Excavating at an Additional Estimated Cost of $34,600 Including a 15% Contingency [Recommended Approval]

MOTION (Baum/Myers) to approve Consent Agenda Items A-H. Trustee Zabel requested to pull the minutes of September 19, 2016. **Roll call vote, carried.**

UNFINISHED BUSINESS: None.

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

NEW BUSINESS:

A. Request Approval to Award Contract to Zenith Tech, Inc. in the amount of $48,513.50 to replace the Fire Station #2 North Concrete Approach.
MOTION (Kaminski/Warren) to approve as presented. Discussion of area to be replaced. **Roll call vote, carried. 8 in favor, 1 opposed (Baum).**

ADJOURNMENT

There being no further business, the meeting adjourned at 7:16 p.m.

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Barbara K. D. Goeckner MMC/WCPC
Village Clerk

DRAFT

VI. G.

BUSINESS OF
VILLAGE OF GERMANTOWN

THE GENERAL GOVERNMENT & FINANCE COMMITTEE & VILLAGE BOARD

MEETING DATE:	October 18, 2016 – GGF November 21, 2016 - VB
PLACEMENT	Consent
ITEM TITLE:	Salary Resolution Amendment – Fair Labor Standards Act Revision Defining and Delimiting the Exemptions for Executive, Administrative, Professional, Outside Sales and Computer Employees
SUBMITTED BY:	Kim E. Rath, Finance Director

SUMMARY EXPLANATION:

President Obama's Final Rule on Overtime Exemption will go into effect on December 1, 2016. This Overtime Rule change increases the minimum salary level for white collar employees to qualify as exempt from overtime pay requirements. Under the new rule, no employee who has a guaranteed salary of less than $47,476 will qualify as exempt.

Key Provisions of the Final Rule

1) Sets the standard salary level at the 40th percentile of earnings of full-time salaried workers in the lowest-wage Census Region, currently the South ($913 per week; $47,476 annually for a full-year worker);
2) Sets the total annual compensation requirement for highly compensated employees (HCE) subject to a minimal duties test to the annual equivalent of the 90th percentile of full-time salaried workers national ($134,004); and
3) Establishes a mechanism for automatically updating the salary and compensation levels every three years to maintain the levels at the above percentiles to ensure that they continue to provide useful and effective tests for exemption. Future automatic updates to those thresholds will occur every three years, beginning on January 1, 2020.

The Village currently has three employees that are affected by this new rule change. The Children's Librarian, one of our Recreation Supervisors and the Senior Center Program Coordinator. They are all currently paid on a salaried basis and under the $47,476 threshold.

The Library Board has authorized the Children's Librarian to be transferred to an hourly position at the current annual amount divided by 2080 hours. No overtime work is expected. Current Salary $44,981 – hourly rate effective December 1, 2016 will be $21.63.

The Senior Center Program Coordinator's annual salary is $38,854. – Hourly rate will be $18.01 with approximate 52 hours of overtime (average 1 hour per week), estimated annual pay $38,865.58.

It is proposed that the Recreation Supervisor position remain exempt. The current annual amount is $45,392. This positon's hours are varied and diverse. The employee can work weekends, evenings and varied daily hours due to the nature of the recreation department and the hours of the program that is supervised (i.e. Kids's Klub, Before & After School Program). The position's annual amount would need to increase by $2,084 to match the Final Rule minimum. The Recreation Director is able to incorporate the additional amount into the 2017 budget without increasing it, and proposes the position not be subject to any cost of living increase or bonus in 2017.

There has been recent legislative and legal movement to challenge the ruling, if anything becomes of the lawsuits or legislative active the positons will revert back to their original status.

ATTACHMENT: ORDINANCE____ RESOLUTION ___ OTHER _

Resolution

ACTION BY Committee

4/0 Forward Resolution to Village Board with positive recommendation, include language that clarifies the wages will revert to prior status if future legislative or legal action renders the changes irrelevant.

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. R - 16

Salary Amendment FLSA Overtime Rule
CALENDAR YEAR 2016

WHEREAS, the Village of Germantown had passed a salary resolution for its employees on March 7, 2016, and,

WHEREAS, the Final Rule for Executive, Administrative and Professional workers exempt status change will be effective December 1, 2016, wherein a set standard of $47,476 must be met to allow exempt non overtime for employees, and;

WHEREAS, the Village has three affected employees, an update to the salary resolution is warranted, 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, and;

BE IT FURHTER RESOLVED that any future legislation or legal action taken that changes the set standard wherein this amendment is no longer relevant, the identified positions will revert to their previous status as reflected in Resolution 08-16.

Introduced by:

Adopted:

Vote: Ayes: Nays: Absent

_____

Dean M. Wolter President

ATTEST:

_____

Barbara K.D. Goeckner, MMC/WCPC

Village Clerk

RESOLUTION # R 08 - 16 Effective January 1, 2016 **1.50%**
AMENDMENT # R - 16 Effective December 1, 2016

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
Village Engineer - Laning - Effective 6/20/16		85,000	annually
Laning - Effective 12/20/16 (upon Review)		86,000	annually
c. Superintendent Highways, Parks & Bld.Grounc	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 - Rodger	44,721	$45,392	annually
	Effective Dec 1, 2016		$47,476	annually
d.	Senior Program Coordinator - Fiegel	35,362	$38,854	annually
	Effective Dec 1, 2016		$18.01	per hour
e.	Senior Center Assistant PT	10.87	11.03	per hour
f.	Recreation Secretary	$13.20 - $18.42	$13.40 -$18.70	per hour
g.	See attached Park & Recreation Seasonal Salary Schedule			
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	22.00	22.00	per mtg.
	(paid for max of 12 mtgs./year)			
e.	Board of Zoning Appeals	20.00	20.00	per mtg.
f.	Board of Zoning Appeals - Chairman	25.00	25.00	per mtg.
	(paid for max of 12 mtgs./year)			
g.	Park & Recreation Commission Member	20.00	20.00	per mtg.
h.	Park & Recreation Commission Chairperson	25.00	25.00	per mtg.
	(paid for max of 12 mtgs./year)			
i.	Library Board Member	20.00	20.00	per mtg.
j.	Library Board Chairperson	25.00	25.00	per mtg.
	(paid for max of 12 mtgs./year)			
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

10. Library Employees - Set & Approved by Library Board

VI. H.

BUSINESS OF
VILLAGE OF GERMANTOWN

THE GENERAL GOVERNMENT & FINANCE COMMITTEE
& VILLAGE BOARD

MEETING DATE: October 18, 2016 – GGF
November 21, 2016 – VB

PLACEMENT: Consent

ITEM TITLE: 2017 Health & Dental Coverage Proposals

SUBMITTED BY: Kim Rath, Finance Director

SUMMARY EXPLANATION:

The Stop Loss Renewal quotes show a reduction from current year rates. The sheet shows the Gerber Life/Auxiant submissions, the others were not competitive according to our insurance broker. The Renewal quotes are only for the monthly rates we owe to cover claims per person per year over $45,000, plus our Third Party Administrative Fees. The reduction for 2017 is estimated to be around $44,500

The other submission is from Delta Dental of WI – Germantown would remain self-funded but by partnering with Delta Dental we are able to capture the discounts they have with their providers. We did run a disruption report and found that all the providers currently being used by our employees are included in the network.

Our Dental Benefit is paid in full by the Village, the budget is just over $100,000 per year. Maximum coverage per person per year is $1,000. I recommend keeping the budget the same, which would allow the $1,000 maximum stretching further for the employees without making any changes to the plan. The Delta Dental premium is guaranteed for three years.

ATTACHMENT: ORDINANCE____ RESOLUTION ____ OTHER _xx____

Stop Loss Renewal proposal – Gerber Life/Auxiant
Delta Dental Savings Illustration

RECOMMENDATION:

Renew with Gerber Life at current level of Medical & RX - $45,000 specific

Partner with Delta Dental as an overlay network to our Self Insured Dental Plan

COMMITTEE ACTION

Forward to VB Positive Recommendation 4/0

PARTIAL SELF-FUNDED PROPOSAL PRESENTATION

Village of Germantown

PROPOSED EFFECTIVE DATE: 01/01/2017

Quoted Census: E: 30 F: 64
Plan Design: To Closely Adopt Current

		AUXIANT Gerber Life Current Rates		AUXIANT Gerber Life Renewal Option		AUXIANT Gerber Life
	Fixed Costs	**12/15 Medical & Rx**		**12/15 Medical & Rx**		**12/15 Medical & Rx**
A.	**Specific Deductible**	**$45,000.00**		**$45,000.00**		**$50,000.00**
	Aggregating Specific	**$35,000.00**		**$35,000.00**		**$35,000.00**
	Single	$174.76		$152.82		$142.06
	Family	$384.47		$336.20		$312.51
	Annual:	**$358,186.56**	-12.6%	**$313,216.80**	-18.7%	**$291,149.28**
		Medical & RX		**Medical & RX**		**Medical & RX**
B.	**Aggregate Premium**	**12/15**		**12/15**		**24/12**
	Composite	$11.11		$11.11		$11.11
	Annual:	**$12,532.08**	0.0%	**$12,532.08**	0.0%	**$12,532.08**
C.	**Administration Costs**					
	Annual Admin Fee	750		750		$750
	One Time Set-Up Fee	n/a		n/a		n/a
	Medical	$18.75		$19.00		$19.00
	Utilization Management	$3.40		$3.40		$3.40
	PPO	$5.50		$5.50		$5.50
	COBRA/HIPAA	$1.25		$1.25		$1.25
	Annual:	**$32,599.20**	0.9%	**$32,881.20**	0.9%	**$32,881.20**
D.	**Agent Fee**	$2.63		$2.63		$2.63
	Annual:	**$2,966.64**		**$2,966.64**		**$2,966.64**
	TOTAL FIXED COSTS	**$406,284.48**	-11.0%	**$361,596.72**	-16.4%	**$339,529.20**
E.	**Aggregate Factors**					
	Single	$729.47		$698.48		$711.78
	Family	$1,604.83		$1,536.65		$1,565.91
	Attachment Point - Annual	**$1,495,118.64**	-4.2%	**$1,431,600.00**	-2.4%	**$1,458,859.68**
F.	**Estimated Maximum Cost - Annual**	**$1,901,403.12**	-5.7%	**$1,793,196.72**	-5.4%	**$1,798,388.88**
	Estimated Maximum Cost - Monthly	**$158,450.26**		**$149,433.06**		**$149,865.74**
G.	**Run-In Limit**	n/a		n/a		n/a

Note: Dental Admin - $2.50

Proposal assumes the current Network

Final Terms subject to review and approval of disclosure and final Medical Underwriting and Offer.

Refer to the Original Stop Loss Proposal for additional contingencies/conditions/limitations, etc.

Additional Carriers Quoted: Great Midwest Insurance, Companion Life, American National, United States Fire, Fidelity Security, HCC Life, QBE Insurance and Westport Insurance

Village of Germantown

Delta Dental Of Wisconsin Savings Illustration

From: **January 2015**
Through: **December 2015**

Total Employees 94

			Auxient	DELTA DENTAL
Cost				
Paid Claims	$91,847.00		$91,847.00	$91,847.00
Administrative Cost	(Admin x Employees x Total Period Months)	$2.15 | $2,425.00		$5.65 | $6,373.00
				Guaranteed for 36 months
	Total Cost		$94,272.00	$98,220.00
Savings				
Billed Charges	$169,917.00 *Estimate*			
Network Discounts				
Delta PPO: 49.0% of billed charges at a Delta PPO Network, with a 18.7% discount				$15,569.49
Delta Premier: 44.0% of billed charges at a Delta Premier Network, with a 6.8% discount				$5,083.92
	Total Savings			$20,653.41
	Actual Cost		$94,272.00	$77,566.59
	Delta Difference Total Savings			**$16,705.41**
				21.5%

Delta Network Savings

Delta PPO average Fee Savings of 18.6%, and the additional Delta Premier "Safety Net" Fee Savings of 6.8% is based on Delta's National Average.

Savings Guarantee

Delta Dental guarantees there will be a savings of at least 8% of the billed dental charges annually as defined by Delta's exclusive Cost Management Savings report.
If not, Delta Dental will refund the difference between 8% and the actual savings.

DELTA DENTAL

3/11/2016

Village of Germantown

Delta Dental Of Wisconsin Savings Illustration

From: **January 2016**
Through: **August 2016**

Total Employees 94

			Auxient		DELTA DENTAL	
Cost						
Paid Claims	$65,378.00		$65,378.00		$65,378.00	
Administrative Cost	(Admin x Employees x Total Period Months)	$2.15	$2,425.00	$5.65	$6,373.00	
				Guaranteed for 36 months		
	Total Cost		$67,803.00			$71,751.00
Savings						
Billed Charges	$114,411.00 *Estimate*					
Network Discounts						
Delta PPO: 52.0% of billed charges at a Delta PPO Network, with a 18.7% discount					$11,125.33	
Delta Premier: 44.0% of billed charges at a Delta Premier Network, with a 6.8% discount					$3,423.18	
	Total Savings					$14,548.50
	Actual Cost		$67,803.00			$57,202.50
	Delta Difference Total Savings				**$10,600.50**	
					18.5%	

Delta Network Savings

Delta PPO average Fee Savings of 18.6%, and the additional Delta Premier "Safety Net" Fee Savings of 6.8% is based on Delta's National Average.

Savings Guarantee

Delta Dental guarantees there will be a savings of at least 8% of the billed dental charges annually as defined by Delta's exclusive Cost Management Savings report.

If not, Delta Dental will refund the difference between 8% and the actual savings.

DELTA DENTAL

10/11/2016

VII. I.

BUSINESS OF
VILLAGE OF GERMANTOWN

THE GENERAL GOVERNMENT & FINANCE COMMITTEE & VILLAGE BOARD

MEETING DATE: October 18, 2016 – GGF
November 21, 2016 – VB

PLACEMENT: Consent

ITEM TITLE: Software Maintenance Agreement – Transcendent Technologies, Tax Receipting Program

SUBMITTED BY: Kim Rath, Finance Director

SUMMARY EXPLANATION:

Transcendent Technologies has acquired J. Mauel Software (our tax receipting program). Transcendent is the new software product in use at Washington County. Attached is a Software Maintenance Agreement for one year, automatic renewal effective November 1 through October 31. The annual fee is $750 for tax receipting and $150 for pet licensing. (No charge for pet licensing for 2016 tax bill season).

ATTACHMENT: ORDINANCE____ RESOLUTION ____ OTHER _xx____

Transcendent Technologies Software Maintenance Agreement

RECOMMENDATION:

Acceptance

COMMITTEE ACTION

Forward to Village Board with Positive Recommendation 4/0

transcendent TECHNOLOGIES

SOFTWARE MAINTENANCE AGREEMENT

TERMS AND CONDITIONS

This Agreement is made by and between the Village of Germantown, herein referred to as "User", and Transcendent Technologies, llc, a Wisconsin based corporation with its principal office located at 101 W Edison Ave, Suite 239, Appleton, WI 54915 herein referred to as "Transcendent". The parties, intending to be legally bound, hereby agree as follows:

1. **Term**. Each term of this Agreement shall be one year beginning November 1, and ending October 31, and subject to the termination and renewal provisions set forth below.

2. **Renewals**. This Agreement shall automatically be renewed for successive one-year terms unless terminated by either party pursuant to the termination provisions set forth below. This annual Maintenance Agreement automatically will cease and terminate upon failure of the user to pay the annual maintenance fee.

3. **Maintenance Service**. Transcendent will provide Maintenance Service to the user during the term of this Agreement. For purposes of this Agreement the term "Maintenance Service" consists of the following items and will be provided as set forth in this section:

A. Enhancements. Providing enhancements for the Software which shall mean any modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application.

B. Program Error Correction. Transcendent will provide program error correction service, which shall mean a modification or addition that, when added to the Software, causes the licensed Software to function substantially as designed, and in accordance with its published specifications, or otherwise eliminates material adverse effects of the Software to function substantially in accordance with its design and specifications. The error correction procedures shall apply to verifiable and reproducible Program Errors.

C. Support. Support will consist of response by Transcendent personnel to User's questions with regard to use of the Software within a reasonable time after request for such support.

D. Provision of Services. Maintenance services set forth herein will be provided between 8:00am and 5:00pm, Monday through Friday. Maintenance services will be provided by an online support ticket system or other appropriate means. Transcendent's maintenance personnel will respond to user's questions with regard to the use of the Software within a reasonable time after request for such Maintenance. Maintenance service responses will include reasonably acceptable answers or suggested approaches to solving problems, if known, or if not then known, an answer as soon as practical.

Internet access is required for remote support. Any on-site support will be billable including travel time and any incurred expenses.

Issues not related to Transcendent's software are the responsibility of the user. Transcendent maintenance personnel may attempt to assist with these issues, and the user may be subject to hourly billing to resolve issues not related to the Transcendent software. Examples of issues not related to the software are:

- Hardware related issues
- Operating system related issues
- System availability issues
- Network/Internet related issues
- Data related issues
- Issues related to how to operate a computer and perform standard tasks not related to the Transcendent (Mauel) Software.
- Training

4. **Data Backups (does not apply to web based software)**. Data backups must be done daily and are the responsibility of the user. Data backups shall be stored offsite in case of fire or other disaster. The user also has the responsibility of performing data backups, and verifying the integrity of the data on any and all devices which could be affected during the maintenance or support service being provided. Transcendent is not responsible for corrupt, inaccurate, lost, damaged, or unrecoverable data. Additional billable time will be assessed if it is necessary to perform backup or restoration resulting from errors not caused by or contributed to by Transcendent.

5. **Annual Maintenance Fee**. The annual Maintenance Fee for each one year term of this Agreement shall be shown below. The annual Maintenance Fee shall be paid within 30 days of billing.

6. **Program Error Reporting**. In the event the user experiences a program error and desires Maintenance Service from Transcendent, the user shall promptly describe the program error in writing and submit the report of this error to the online Support Ticket program. The user shall include the name and telephone number of the person or persons who have either experienced or can reproduce and demonstrate the program error. A support telephone number will also be provided for higher priority items.

7. **Limited Maintenance Warranty**. Maintenance Services to be provided pursuant to this Agreement will be provided free from defects in materials and workmanship. No other warranty of any nature whatsoever is granted by Transcendent pursuant to this Agreement, either expressed or implied, including without limitation, there is no implied warranty of merchantability, fitness for particular purpose, or non-infringement of third party rights. Under no circumstances will Transcendent be liable for an amount pertaining to Maintenance Services greater than the amount paid by the User to Transcendent for such Maintenance Services.

8. **Limitation of Liabilities/Remedies**. In the event of any alleged breach, misrepresentation, or failure to comply with this Agreement by or on behalf of Transcendent, the sole and exclusive remedy of the User shall be refund of the annual maintenance fee pursuant to this Agreement. Transcendent is not liable for any incidental or consequential damages, if any, incurred by the User.

9. **Termination**. This Agreement may be terminated by the User or Transcendent at any time upon 30 days written notice by either party to the other.

10. **Annual Maintenance Fees**. The annual fees below or subject to change based on increased functionality of the software and general increases in costs to provide support.

SOFTWARE MODULE LICENSED	ANNUAL FEE
1. Receipting	$750
2. Pet Licensing	$150 (no charge for 2016 tax bill season)

This agreement is accepted by:

Transcendent Technologies, llc		**Municipality / Bank User**	
By:	(No Signature Required)	By:	_____
Name:	Steve Moore	Name:	_____
Title:	Business Development Manager	Title:	_____
Date:	08/29/2016	Date:	_____

VII. J.

WASHINGTON COUNTY VILLAGE OF GERMANTOWN

RESOLUTION - ____ -2016

AMEND 2010 COMMITMENT AND ASSIGNMENT OF SPECIAL REVENUE FUND BALANCES RESOLUTION

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued Statement No. 54, which changes the terminology used for fund balance reporting on balance sheets of Governmental Funds, AND;

WHEREAS, the General Government and Finance Committee has reviewed the new terminology, AND;

WHEREAS, the General Government and Finance Committee recommends that the donations and tax base revenue of the Historic Preservation Fund be committed for, services, supplies and expenses toward the designation of village properties as historic AND;

WHEREAS, the General Government and Finance Committee recommends that the resources derived from the seizure of monetary property by Federal and Local Law enforcement of the Asset Forfeiture Special Revenue Fund be committed for equipment, services and supplies for the Police Department's activities AND;

WHEREAS, the General Government and Finance Committee recommends that the donations and other resources of the Canine Special Revenue Fund be committed for professional services, equipment and supplies for the Police Canine program AND;

WHEREAS, the General Government and Finance Committee recommends that the fees and donations received from passengers of the Senior Transportation Van, and other resources of the Senior Van Special Revenue Fund be committed for the purchase, replacement or repair of vehicles for the senior citizens of the Village of Germantown and surrounding areas, AND;

WHEREAS, the Village Board recommends that the fees and donations received from donations for the Village of Germantown Honor Guard be committed for the equipment, services, and supplies of the Germantown Police Department Honor Guard, AND;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Germantown does hereby approve the above recommendation of the General Government and Finance Committee.

Passed by the Village Board of the Village of Germantown this day of

Introduced by: Trustee

Adopted: Vote: Ayes: Nays: Absent:

_____

Dean M. Wolter, Village President

ATTEST:

_____

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

IX.

VILLAGE OF GERMANTOWN

Public Hearing November 21, 2016

2017 PROPOSED BUDGET SUMMARY GENERAL FUND

(as Required by Section 65.90(3))

RESIDENTS AND TAXPAYERS OF THE VILLAGE OF GERMANTOWN PLEASE NOTE that a public hearing on the proposed 2017 Budget will be held at 7:00 p.m. on November 21, 2016 at the Germantown Village Hall, N112 W17001, Mequon Rd, Germantown 53022. This is a proposed budget, the final levy amount may increase or decrease depending on the majority vote of the board members at the meeting.

The Village of Germantown's detail 2017 budget proposal is available for public inspection at the Germantown Village Clerk's Office, 8:00 a.m - 4:30 p.m. Monday - Friday

	2016 Budget as Amended	2016 Estimated Year End	2017 Proposed	Percent Change Increase (Decrease) over prior budget
Revenues:				
Taxes (other than property taxes)	894,685	921,240	922,185	
Intergovernmental revenues	2,265,340	2,266,161	2,284,747	
Licenses and permits	821,930	669,214	702,180	
Fines, forfeits and penalties	217,000	174,241	179,000	
Public charges for services	1,583,736	1,668,678	1,678,378	
Miscellaneous	64,512	132,393	241,775	
Total Revenues	**5,847,203**	**5,831,927**	**6,008,265**	**2.75%**
Expenditures:				
General government	1,098,244	1,049,967	1,089,820	
Public safety	7,613,787	7,514,741	7,594,359	
Public works	3,712,804	3,687,211	3,792,437	
Culture, recreation and education	2,652,077	2,681,072	2,702,966	
Conservation and development	418,870	324,023	248,836	
Transfers Out	600	600	600	
Total Expenditures	**15,496,382**	**15,257,614**	**15,429,018**	**-0.43%**
Excess (deficiency) of revenues over expenditures	(9,649,179)	(9,425,687)	(9,420,753)	
Local property taxes	**9,287,333**	**9,287,334**	**9,420,753**	**1.44%**
Net increase (decrease) in fund balance	**(361,846)**	**(138,353)**	**0**	
Fund Balance - Beginning of Year	4,928,443	4,928,443	4,790,090	
FUND BALANCE - END OF YEAR	**4,566,597**	**4,790,090**	**4,790,090**	

Prosposesd Tax Levy By Fund	2016 Budget	2017 Budget	% Levy Change	$ Amount Difference
GENERAL FUND	9,287,333	9,420,753	1.44%	133,420
DEBT SERVICE	2,486,502	2,458,128	-1.14%	-28,374
TOTAL LEVY	**11,773,835**	**11,878,881**	**0.89%**	**105,046**

VILLAGE OF GERMANTOWN
2017 PROPOSED BUDGET SUMMARY ALL FUNDS
(as Required by Section 65.90(3))

Following are the proposed budgets for all funds of the Village for Budget Year 2017, Tax Bill 2016

Fund	Total Revenue	Total Expenditure	Excess/Deficit	Projected Balance Jan 1	Projected Balance Dec 31	Property Tax Contribution
General Fund	15,429,018	15,429,018	0	4,790,090	4,790,090	9,420,753
Special Revenue (Combined)	62,818	44,246	18,572	339,642	358,214	
Impact Fees (All)	130,444	174,004	(43,560)	347,336	303,776	
Debt Service	4,146,424	4,142,622	3,802	93,523	97,325	2,458,128
Capital Projects	2,991,578	3,136,008	(144,430)	1,335,546	1,191,116	
T.I.F. Distrcit #4	1,653,009	1,640,134	12,875	2,343,330	2,356,205	
T.I.F. Distrcit #6	113,500	333,178	(219,678)	371,472	151,794	
Water Utility	2,375,994	3,546,843	(1,170,849)	2,552,302	1,381,453	
Sewer Utility	6,959,139	6,430,792	528,347	5,228,105	5,756,452	
Village Health Plan	1,559,903	1,560,000	(97)	1,160,098	1,160,001	
Village Dental Plan	99,039	98,873	166	37,856	38,022	
Total	35,520,866	36,535,718	(1,014,852)	18,599,300	17,584,448	**11,878,881**

NOTE: Special Revenue Funds: Senior Van Replacement, Canine Fund, Historic Preservation, Library Board Accounts, Recreation Facility Fee Fund, Honor Guard and Police Asset Forfeiture funds are shown as one total.

NOTE: Impact Fees: Police, Fire, Library, Park/Recreation and Water

The Village's outstanding debt on December 31, 2016 is projected to be:

General Obligation Notes & Bonds	$25,130,000
Utility Revenue Bonds	$1,211,390
	$26,341,390

	Impact Fee Budgets					
	2016	2017	Percent	2016	2017	Percent
	Revenue		Change	Expenditure		Change
Police	3,600	9,584	166.22%	0	60,000	0.00%
Fire	5,300	10,318	94.68%	26,000	9,000	-65.38%
Library	5,250	16,598	216.15%	20,000	3,000	-85.00%
Recreation	6,300	45,688	625.21%	0	60,000	0.00%
Water	20,000	48,256	141.28%	45,188	42,004	-7.05%
Total	40,450	130,444	222.48%	91,188	174,004	90.82%

2017 Village of Germantown Proposed Budget

2016 Tax bill

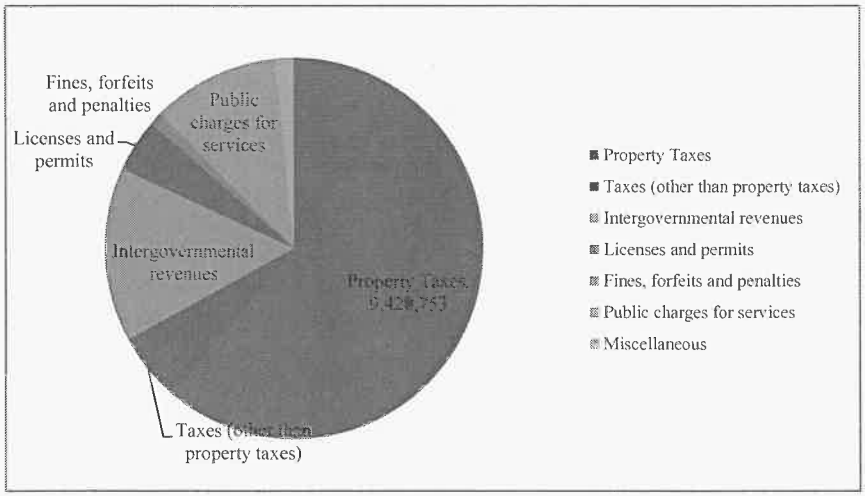
General Fund	2015 Actual	Amended 2016 Budget	2016 Estimated Year End	2017 Proposed
Revenue Source				
General Property taxes	8,960,476	9,287,334	9,287,334	**9,420,753**
Other taxes	923,938	894,685	921,239	922,185
Intergovernmental Rev	2,331,482	2,265,340	2,266,161	2,284,747
Licenses & Permits	915,768	821,930	669,214	702,180
Fines, Forfetures & Penalties	178,475	217,000	174,241	179,000
Public Charges for Services	1,629,269	1,583,736	1,668,678	1,678,378
Interest	35,117	32,412	67,928	51,724
Other Revenue	135,772	32,100	64,465	190,051
Total Revenues	15,110,297	15,134,537	15,119,260	15,429,018
Expenditures				
Legislative - Village Board	121,077	143,998	151,233	123,970
Administration	105,014	109,867	108,174	107,588
Village Clerk	289,425	344,153	356,947	312,028
Treasurer & Accounting	183,077	190,859	190,971	188,967
Assessor	69,968	105,334	61,562	117,818
Data Processing	86,929	82,173	79,200	81,062
General Government	98,760	122,460	102,481	158,990
Buildings & Grounds	472,728	596,477	585,067	591,979
Law Enforcement - Police	4,780,002	4,832,667	4,832,660	4,870,925
Fire Protection	1,742,617	1,917,371	1,861,975	1,886,812
Emergency Government	11,347	17,075	17,075	16,958
Community Development - Inspection	217,312	250,197	217,964	227,683
Public Works Adm & Eng	192,516	338,489	321,478	221,911
Highway Department	2,833,028	2,981,384	2,974,731	3,172,005
Recycling	511,916	392,931	391,002	398,521
Library	831,527	852,001	834,208	801,431
Recreation	1,124,586	1,194,452	1,234,951	1,232,055
Parks	468,153	487,023	501,632	538,749
Senior Center	103,320	118,601	110,281	130,732
Community Develop - Planing & Zonin	156,601	208,057	172,795	172,353
Municipal Development	51,446	114,213	54,628	75,881
Transfers Out	0	96,600	96,600	600
Total Expenditure	14,451,349	15,496,382	15,257,615	15,429,018
Excess of Revenue over Expenditure	658,948	(361,845)	(138,355)	0
Fund Balance - January 1	4,269,497	4,928,445	4,928,445	4,790,090
Fund Balance - December 31	4,928,445	4,566,600	4,790,090	4,790,090

Propery Tax Support General Fund	9,420,753
Property Tax Support Debt Service	2,458,128
	11,878,881

2017 General Fund Budget

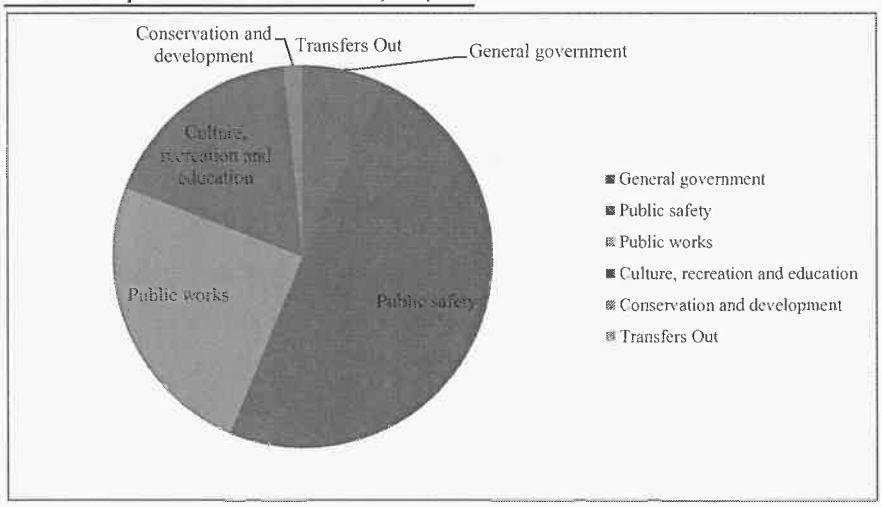
Revenues

Property Taxes	9,420,753
Taxes (other than property taxes)	922,185
Intergovernmental revenues	2,284,747
Licenses and permits	702,180
Fines, forfeits and penalties	179,000
Public charges for services	1,678,378
Miscellaneous	241,775
Total Revenue	**15,429,018**



Approriations

General government	1,089,824
Public safety	7,594,359
Public works	3,792,437
Culture, recreation and education	2,702,966
Conservation and development	248,836
Transfers Out	600
Total Expenditures	**15,429,022**



Summary of Special Revenue

SPECIAL REVENUE FUNDS	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Proposed
Revenue				
Total Revenue	171,601	96,678	111,384	193,262
Expenditures				
Total Expense	(97,919)	(123,157)	(132,600)	(218,250)
Excess of Revenue over Expenditure	73,682	(26,479)	(21,216)	(24,988)
Fund Balance - January 1	634,512	708,194	708,194	686,978
Fund Balance - December 31	708,194	681,715	686,978	661,990

Detail Special Revenue

Recreation Facility Fund (16)	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Proposed
Total Revenue	18,562	30,600	37,462	37,500
Total Expense	(3,545)	(23,000)	(31,545)	(35,500)
Excess of Revenue over Expenditure	15,017	7,600	5,917	2,000
Fund Balance - January 1	58,518	73,535	73,535	79,452
Fund Balance - December 31	73,535	81,135	79,452	81,452

Historic Preservation (17)	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Proposed
Total Revenue	607	608	608	608
Total Expense	(646)	(469)	(646)	(746)
Excess of Revenue over Expenditure	(39)	139	(38)	(138)
Fund Balance - January 1	345	306	306	268
Fund Balance - December 31	306	445	268	130

Canine Fund (18)	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Proposed
Total Revenue	19,044	7,400	13,203	8,200
Total Expense	(3,937)	(4,000)	(2,865)	(4,000)
Excess of Revenue over Expenditure	15,107	3,400	10,338	4,200
Fund Balance - January 1	42,584	57,691	57,691	68,029
Fund Balance - December 31	57,691	61,091	68,029	72,229

Asset Forfeiture (19)	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Proposed
Total Revenue	10,769	10,200	13,561	10,600
Total Expense	(2,564)	(4,000)	(4,000)	(4,000)
Excess of Revenue over Expenditure	8,205	6,200	9,561	6,600
Fund Balance - January 1	20,386	28,591	28,591	38,152
Fund Balance - December 31	28,591	34,791	38,152	44,752

Library Fund (63)	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Proposed
Total Revenue	3,986	5,100	375	2,010
Total Expense	(297)	(500)	0	0
Excess of Revenue over Expenditure	3,689	4,600	375	2,010
Fund Balance - January 1	111,130	114,819	119,419	119,794
Fund Balance - December 31	114,819	119,419	119,794	121,804

Senior Van Replacement (28)	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Proposed
Total Revenue	2,899	2,320	3,996	3,900
Total Expense	0	0	0	0
Excess of Revenue over Expenditure	2,899	2,320	3,996	3,900
Fund Balance - January 1	17,191	20,090	20,090	24,086
Fund Balance - December 31	20,090	22,410	24,086	27,986

Honor Guard (15)	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Proposed
Total Revenue	0	0	16,817	0
Total Expense	0	0	(2,356)	0
Excess of Revenue over Expenditure	0	0	14,461	0
Fund Balance - January 1	0	0	1,350	15,811
Fund Balance - December 31	0	0	15,811	15,811

Police Impact Fee (21)	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Proposed
Total Revenue	11,487	3,600	3,133	9,584
Total Expense	0	0	0	(60,000)
Excess of Revenue over Expenditure	11,487	3,600	3,133	(50,416)
Fund Balance - January 1	45,507	56,994	56,994	60,127
Fund Balance - December 31	56,994	60,594	60,127	9,711

Fire Impact Fee (22)	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Proposed
Total Revenue	21,363	5,300	3,268	10,318
Total Expense	(26,000)	(26,000)	(26,000)	(9,000)
Excess of Revenue over Expenditure	(4,637)	(20,700)	(22,732)	1,318
Fund Balance - January 1	36,555	31,918	31,918	9,186
Fund Balance - December 31	31,918	11,218	9,186	10,504

Library Impact Fee (23)	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Proposed
Total Revenue	6,920	5,250	3,165	16,598
Total Expense	(13,000)	(20,000)	(20,000)	(3,000)
Excess of Revenue over Expenditure	(6,080)	(14,750)	(16,835)	13,598
Fund Balance - January 1	26,503	20,423	20,423	3,588
Fund Balance - December 31	20,423	5,673	3,588	17,186

Park & Recreation Impact (24)	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Proposed
Total Revenue	18,623	6,300	10,380	45,688
Total Expense	0	0	0	(60,000)
Excess of Revenue over Expenditure	18,623	6,300	10,380	(14,312)
Fund Balance - January 1	108,891	127,514	127,514	137,894
Fund Balance - December 31	127,514	133,814	137,894	123,582

Water Impact	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Proposed
Total Revenue	57,341	20,000	5,416	48,256
Total Expense	(47,930)	(45,188)	(45,188)	(42,004)
Excess of Revenue over Expenditure	9,411	(25,188)	(39,772)	6,252
Fund Balance - January 1	166,902	176,313	176,313	136,541
Fund Balance - December 31	176,313	151,125	136,541	142,793

2017 Village of Germantown Proposed Budget

CAPITAL PROJECTS FUNDS

Captial Projects Funds

Capital Projects (40)	2015 Actual	2016 Budget	2016 Estimated Year End	**2017 Proposed**
Revenue Source				
General Property Tax	0	0	0	0
Sprecial Assessment	359,031	250,140	510,280	0
Intergovernmental	94,154	46,578	87,782	46,578
Property Sales	0	0	0	0
Miscellaneous	28,758	0	5,000	5,000
Transfers from Other Funds	0	96,000	96,000	120,000
Long Term Debt	2,698,088	3,060,000	2,670,000	2,805,000
Interest	44,692	27,421	46,594	15,000
Total Revenue	3,224,723	3,480,139	3,415,656	2,991,578
Expenditures				
Debt Issuance	58,658	50,000	42,163	42,000
Office Equipment	0			
Building & Grounds	52,727	85,000	85,000	180,000
Police Department	191,117	287,168	287,168	362,000
Fire Department	929,356	250,000	270,000	113,125
DPW Administration & Engineering	117,432	125,000	125,000	350,000
Highway	1,613,027	2,430,033	2,433,010	1,840,000
Senior Center	5,892	0	0	0
Recreation	86,801	150,000	124,500	170,000
Parks	169,594	114,452	85,905	40,000
Transfer to General Fund	119	0	0	0
Transfer to Debt Service	358,203	319,837	573,548	38,883
Total Expense	3,582,926	3,811,490	4,026,294	3,136,008
Excess of Revenue over Expenditur	(358,203)	(331,351)	(610,638)	(144,430)
Fund Balance - January 1	2,277,229	1,946,184	1,946,184	1,335,546
Fund Balance - December 31	1,946,184	1,614,833	1,335,546	1,191,116

T.T.F. District #4	2015 Actual	2016 Budget	2016 Estimated Year End	**2017 Proposed**
Revenue Source				
Taxes	1,255,321	1,496,469	1,496,469	1,500,000
Intergovernmental	37,082	35,000	113,009	113,009
Land Sales	509,411	0	0	0
Transfers from Other Funds	0	0	0	0
Long Term Debt	0	0	0	0
Interest	18,175	24,000	45,557	40,000
Total Revenue	1,819,989	1,555,469	1,655,035	1,653,009
Expenditures				
General Administration	9,212	11,233	8,243	8,234
Site Grading	0	0	0	0
Land Purchase Expense	0	0	0	0
Street Improvement	219,292	396,814	396,814	0
Water Mains & Improvements	0	212,000	212,000	0
Sanitary Sewer Mains & Improveme	0	206,000	206,000	0
Storm Drainage/ Wetland	0	0	0	0
Incentive Rebates	160,681	180,000	175,898	180,000
Transfer to Debt Service Principal	1,320,000	1,340,000	1,340,000	1,340,000
Transfer to Debt Service Interest	174,621	147,256	147,256	111,900
Total Expense	1,883,806	2,493,303	2,486,211	1,640,134
Excess of Revenue over Expenditur	(63,817)	(937,834)	(831,176)	12,875
Fund Balance - January 1	3,238,323	3,174,506	3,174,506	2,343,330
Fund Balance - December 31	3,174,506	2,236,672	2,343,330	2,356,205

T.T.F. District #6	2015 Actual	2016 Budget	2016 Estimated Year End	**2017 Proposed**
Revenue Source				
Taxes	0	1,168	1,168	1,000
Land / Material Sales	0	0	0	110,000
Transfers from Other Funds	0	0	0	0
Long Term Debt	0	1,060,935	0	0
Interest/Premium on issuance	12,023	13,000	16,040	2,500
Total Revenue	12,023	1,075,103	17,208	113,500
Expenditures				
General Administration/ Land Acquisi	87,097	90,837	85,285	78,465
Land Bank Drawdown	0	100,000	0	0
Site Grading	883	1,540,000	1,500,091	0
Street Improvement	3,000	898,800	898,000	70,000
Storm Drainage	0	170,300	170,300	0
Water Improvements	0	813,300	813,233	0
Sewer Improvements	0	948,700	948,700	0
Wetland Mitigation	0	5,000	0	0
Walkways & Safety Paths	0	25,600	0	0
Incentive Rebates	0	0	0	0
Transfer to Debt Service Principal	0	0	0	0
Transfer to Debt Service Interest	169,320	184,713	184,713	184,713
Total Expense	260,300	4,777,250	4,600,322	333,178
Excess of Revenue over Expenditure	(248,277)	(3,702,147)	(4,583,114)	(219,678)
Fund Balance - January 1	5,202,863	4,954,586	4,954,586	371,472
Fund Balance - December 31	4,954,586	1,252,439	371,472	151,794

Utilities

Public charges for service do not show open receivables

Water Utility - Operating	2015 Actual	2016 Budget	2016 Estimated Year End	**2017 Proposed**
Revenue Source				
Public Charges for Services	2,554,110	2,423,903	2,234,228	2,289,249
Miscellaneous	78,570	66,015	77,875	44,432
Special Assessment Received	70,888	0	0	0
Interest	17,743	18,800	49,248	42,313
Total Revenue	2,721,311	2,508,718	2,361,351	2,375,994
Expenditures				
Source of Supply	49,900	58,985	55,516	59,069
Source of Supply Maintenance	49,165	54,210	48,676	43,734
Pumping Expense - Operation	300,733	290,586	295,262	288,849
Pumping Expense - Maintenance	30,434	104,000	102,453	53,000
Water Treatment - Operation	54,995	78,000	63,078	78,000
Water Treatment - Maintenance	47,715	43,133	40,602	47,769
Trans & Distribution Expense - Oper	81,915	84,989	84,911	97,552
Trans & Distribution Expense - Maint	82,500	218,300	214,460	221,380
Customer Accounts Expense	188,611	202,941	191,720	193,367
Administrative & General Exp	260,215	290,724	270,523	285,374
Property Tax Equivalent	518,603	529,246	528,154	529,000
Miscellaneous	2,211	2,400	2,400	2,400
Int on Long Term Debt- Paid by Impact Fe	0	0	0	0
Total Expense	1,666,997	1,957,514	1,897,755	1,899,494
Excess of Revenue over Expenditure	1,054,314	551,204	463,596	476,500
Fund Balance - January 1	2,954,684	3,460,384	3,460,384	2,552,302
Debt Service Prinicpal	90,433	91,378	91,378	97,349
Capital Outlay	458,181	1,816,600	1,280,300	1,550,000
Fund Balance - December 31 **	3,460,384	2,103,610	2,552,302	1,381,453

Wastewater Utility - Operating	2015 Actual	2016 Budget	2016 Estimated Year End	**2017 Proposed**
Revenue Source				
Public Charges for Services	6,749,510	6,440,000	6,610,735	6,639,000
Operating Revenues	249,664	90,515	75,913	264,639
Contribution Aid of Construction	14,750	0	0	0
Interest	26,462	20,500	64,498	55,500
Total Revenue	7,040,386	6,551,015	6,751,146	6,959,139
Expenditures				
MMSD Sewer User Fee	1,512,488	1,458,138	1,557,730	1,563,019
MMSD Capital Charge	2,901,265	3,208,000	3,020,678	3,162,792
Operation	193,591	210,134	215,680	225,054
Maintenance	283,387	305,236	309,411	307,237
Customer Account	35,799	37,675	38,247	36,858
Administrative & General Exp	407,763	477,005	424,212	456,832
Total Expense	5,334,293	5,696,188	5,565,958	5,751,792
Excess of Revenue over Expenditure	1,706,093	854,827	1,185,188	1,207,347
Fund Balance - January 1	4,631,137	6,116,129	6,116,129	5,228,105
Capital Outlay	221,101	2,824,844	2,073,212	679,000
Fund Balance - December 31 **	6,116,129	4,146,112	5,228,105	5,756,452

2017 Village of Germantown Proposed Budget

INTERNAL SERVICE FUNDS

HEALTH INSURANCE	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Proposed
Revenue Source				
Premiums	1,554,387	1,622,350	1,633,072	1,360,903
Employee Contributions	185,432	200,000	184,630	185,000
Interest	6,054	4,500	15,023	14,000
Total Revenue	1,745,873	1,826,850	1,832,725	1,559,903
Expenditures				
Administrative Exp/Stop Loss	436,904	471,000	405,518	380,000
HS A Contribtution	54,486	75,000	58,750	60,000
HPS - AFI Fee	21,316	22,000	18,175	20,000
Health Claims	873,931	1,258,850	1,151,368	1,100,000
Total Expense	1,386,637	1,826,850	1,633,811	1,560,000
Excess of Revenue over Expenditure	359,236	0	198,914	(97)
Fund Balance - January 1	601,948	961,184	961,184	1,160,098
Fund Balance - December 31	961,184	961,184	1,160,098	1,160,001

DENTAL INSURANCE	2015 Actual	2016 Budget	2016 Estimated Year End	2017 Proposed
Revenue Source				
Premiums	89,247	107,250	108,202	98,539
Interest	215	500	532	500
Total Revenue	89,462	107,750	108,734	99,039
Expenditures				
Administrative Expense	2,785	4,000	2,976	6,373
Dental Claims	92,363	103,750	90,142	92,500
Total Expense	95,148	107,750	93,118	98,873
Excess of Revenue over Expenditure	(5,686)	0	15,616	166
Fund Balance - January 1	27,926	22,240	22,240	37,856
Fund Balance - December 31	22,240	22,240	37,856	38,022

2017 Village of Germantown Proposed Budget

DEBT SERVICE

Debt Service	2015 Actual	2016 Budget	2016 Estimated Year End	2016 Proposed
Revenue Source				
General Property Tax	2,205,942	2,486,502	2,486,502	2,458,128
Miscellaneous	4,018	10,000	843	800
Proceeds Refinancing			0	
Other Financing Sources	2,061,144	2,025,506	4,101,532	1,687,496
Total Revenue	4,271,104	4,522,008	6,588,877	4,146,424
Expenditures				
Principal Payable	4,545,000	4,095,000	6,560,000	3,545,000
Interest Payable	741,972	696,385	704,809	597,622
Refinancing		0	0	0
Total Expense	5,286,972	4,791,385	7,264,809	4,142,622
Excess of Revenue over Expenditure	(1,015,868)	(269,377)	(675,932)	3,802
Fund Balance - January 1	1,785,323	769,455	769,455	93,523
Fund Balance - December 31	769,455	500,078	93,523	97,325

X. A.

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: Monday, November 21, 2016

AGENDA ITEM: New Business

ITEM TITLE: 2017 Fireworks Contract

SUBMITTED BY: Mark Schroeder, Park & Recreation Director MS

SUMMARY EXPLANATION:
Attached is the fireworks contract with Bartolotta's Fireworks Company for the 2017 4th of July Festival. By signing a vendor contract before the end of 2016, Bartolotta is able to take advantage of the end of the year pricing on supplies, and pass this on to the customer.

The 2017 contract amount, including the 2.5% material handling fee is $14,862.50. The Kiwanis Club will contribute $7,431 by paying the deposit on or before January 1, 2017, with the village paying the remaining 50% with the July 2017 payables.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER__X__

RECOMMENDATION:
Staff recommends that the Village Board approve the 2017 fireworks contract with Bartolotta's Fireworks Company in an amount of $14,500, plus the 2.5% material handling fee. It is also recommended that the board approve the village's $7,431 expenditure for July 2017 so the invoice can be paid within the 15 days outlined in the contract and avoid a 1.5% late fee.

Bartolotta Fireworks Company, Inc.

PO Box 5
Genesee Depot, WI 53127
Phone: (262) 968-4178
Fax: (262) 968-2254
www.bartolottafireworks.com

Contract

This contract entered into this **16th** day of **November**, 2016, by and between:

Bartolotta Fireworks Company, Inc., dba
Bartolotta Fireworks, hereinafter referred to as "**Bartolotta**"
A Wisconsin Corporation, duly licensed by the BATFE.

-and-

Sponsor: Village of Germantown
Hereinafter referred to as "**Sponsor**"

1. Bartolotta agrees to furnish Sponsor, in accordance with the terms and conditions set forth herein, One (1) fireworks display as per this signed and accepted contract. This will include trained and qualified Pyrotechnicians to deliver, setup, execute and take down the pyrotechnic display.

2. Bartolotta agrees to provide insurance coverage of Five Million Dollars, Bodily Injury and Property Damage and the statutory limits for Worker's Compensation Insurance. The Sponsor will be named as additional insured on the certificate. This insurance covers the operations of Bartolotta only and does not extend to any other aspect of the event.

3. The date of this display is: **July 4th, 2017** at: _____ pm. In the event of inclement weather, the display will be rescheduled for the **next night July 5th, 2017** at no additional cost to the Sponsor (dates around the 4th of July are excluded unless approved by Bartolotta). In the event the display is rescheduled to a date not the next night, there will be an additional 15% cost added to the contract amount to cover additional expenses involved. In the event the Sponsor does not choose to reschedule another date or cannot agree to a mutually convenient date, the Sponsor shall pay the Contractor an amount equal to 40% to cover Bartolotta's cost, damages, and expenses.

4. The cost of the display is: **$14,500.00**. A deposit in the amount of: **$7250.00** shall be made at the time of signing this agreement. The balance due shall be paid to Bartolotta within 10 days following the display. A 2.5% Hazardous Material Handling fee will be added to the invoice (based on the display cost) along with any permit fees paid by Bartolotta. There will be a 1.5% late charge added to the invoice on any outstanding amount not paid in full by the agreed upon date.

5. Sponsor, at sponsor's expense, agrees to provide Bartolotta with a suitable display site that meets the guidelines as set forth in NFPA 1123 and meeting the approval of Bartolotta. All permits necessary for the display shall be the responsibility of the Sponsor. All necessary police, fire, and other appropriate protection necessary for proper crowd control, automobile parking, and display site security will be the responsibility of the Sponsor.

6. After the display, the pyro technicians will conduct a post display search of the area/fallout zone for any unexploded fireworks. Sponsor explicitly acknowledges that an early morning search of the grounds/location is of utmost importance and the search will be conducted by the Sponsor. If any unexploded shells or devices are found, Bartolotta will be contacted immediately to properly dispose of said material. Bartolotta will be responsible for the removal of all equipment provided by Bartolotta. Sponsor will be responsible for any remaining cleanup that may be required after the display.

7. Sponsor agrees to hold Bartolotta harmless from all claims and a penalty made against Bartolotta in the event the display fails to start on time or is disrupted as a direct result of equipment or product malfunction or failure.

8. The laws of the State of Wisconsin shall govern this contract. Nothing in this contract shall be construed as forming a partnership between the Sponsor and Bartolotta. Neither party shall be held responsible for any agreements nor obligations not expressly provided for herein, and shall be severally responsible for their own separate debts and obligations.

9. This contract constitutes the entire agreement between the parties and shall be binding on the parties, their heirs, executors, administrators, successors, and assigns.

10. Any Additional Provisions: **2017 Fall Promo- 10% more product with a signed contract and 50% deposit by January 1st**

BARTOLOTTA FIREWORKS CO., INC.

By:_____

Date Signed:____/____/_____

Address: PO Box 5
Genesee Depot, WI 53127

VILLAGE OF GERMANTOWN:

By:_____

Date signed_____/_____/_____

Address: Po Box 337
Germantown, WI 53022

Phone: 262-250-4715

Email: Mark Schroeder
mschroeder@village.germantown.wi.us

X. B.

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: Monday, November 21, 2016

AGENDA ITEM: New Business

ITEM TITLE: Germantown Crusherz Softball - Field Usage Agreement 2017-2018

SUBMITTED BY: Mark Schroeder, Park & Recreation Director MS

SUMMARY EXPLANATION:
Attached for your review and approval is a 2-year agreement with Germantown Crusherz Softball for 2017-2018. The Germantown Crusherz are a new independent organization being started by resident Robb Wilson. Robb had previously coached boy's baseball and girls' softball as part of the Germantown Diamond Club. This agreement is like the agreements with other affiliate organizations. Appendix A defines the assigned field space.

A per participant fee of $15 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 fields used by Germantown Crusherz softball. The organizations are required to provide a liability insurance policy, and relinquish usage if the Village declares a need.

This agreement has been reviewed by Robb Wilson of the Germantown Crusherz, and the Village Attorney.

ATTACHMENT: ORDINANCE_____ RESOLUTION____ OTHER__X__

Attachment: 2017-2018 Field Usage Agreement

RECOMMENDATION:
At the October 19, 2016 Park and Recreation Commission meeting, a motion was made by Commissioner Depies, seconded by Commissioner Miller, to recommend to the Village Board to approve the Germantown Crusherz Field Usage Agreement for 2017-2018. Motion unanimously carried.

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 CRUSHERZ SOFTBALL**, 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 one (1) field at Firemen's Park (Freistadt Field), one (1) field at Kinderberg Park, and one (1) field at Haupt Strasse Park (see appendix A) for games and practices (the "Premises").

2. **RIGHT OF USAGE:** The Village's Parks and Recreation Department shall be responsible of scheduling the various sport fields located at Freistadt Field, Kinderberg Park, and Haupt Strasse Park and will have priority in usage of the fields. The User will be allowed non-exclusive use of the fields for softball games and practices during their season (April – July). 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 fields may be utilized by the Village, in its sole discretion, for baseball or softball 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 two (2) years and shall commence on January 1, 2017 and terminate on December 31, 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, practices, storage, 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:** User will assess a $15.00 fee for each participant playing in their Club. 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. The Village will charge the User for products (i.e. chalk, diamond dry, turface, etc) used for their activity. Routine maintenance shall be performed according to the schedule outlined in Appendix B.

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 ____ day of ____, **2016**

VILLAGE OF GERMANTOWN	**GERMANTOWN CRUSHERZ SOFTBALL**
_____	_____
Village President	President
_____	_____
Village Clerk	Secretary
_____	_____
Park & Recreation Director	Treasurer

APPENDIX A

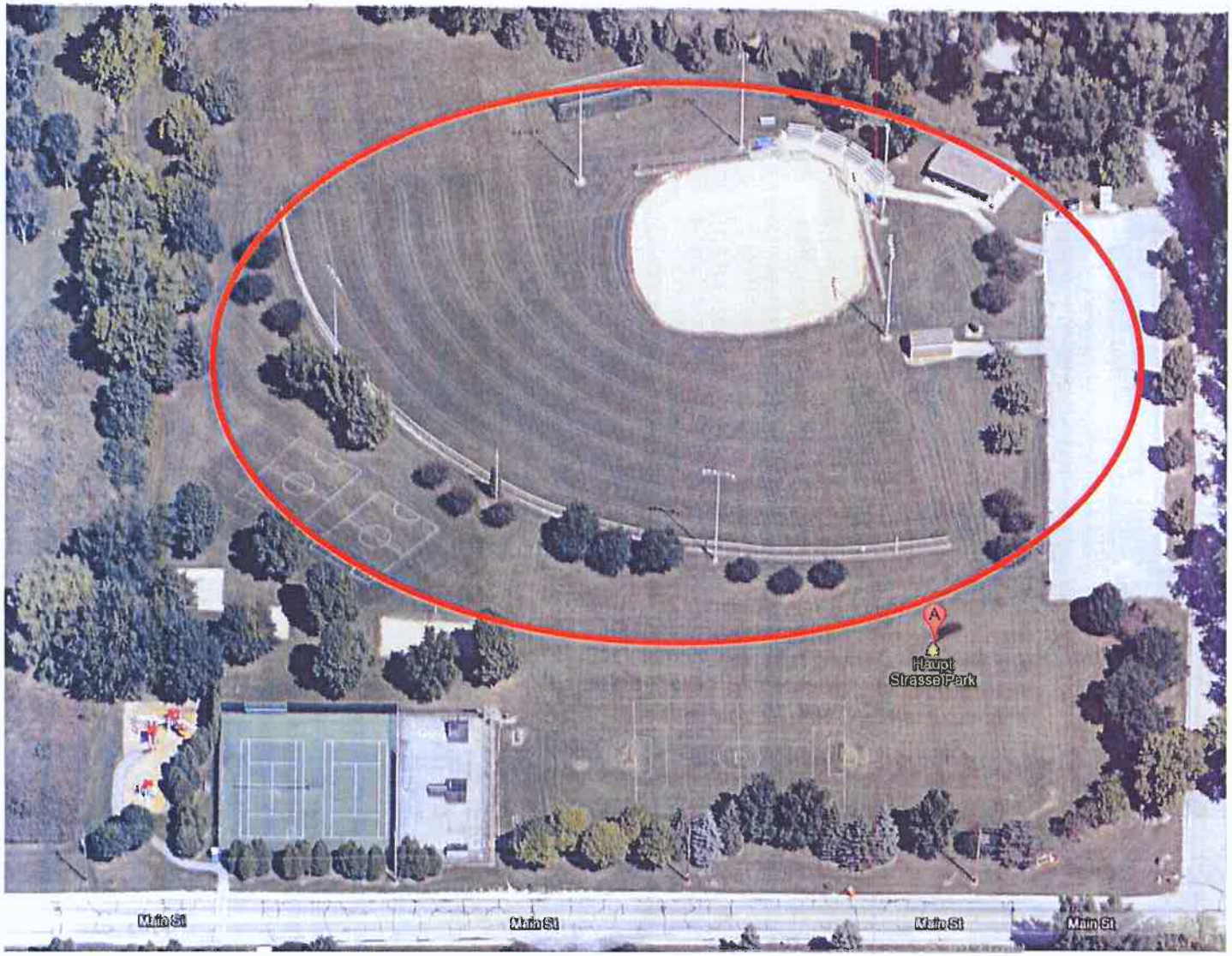
Firemen's Park – Freistadt Field

APPENDIX A

Kinderberg Park

APPENDIX A

Haupt Strasse Park



X.C.

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: November 21, 2016

AGENDA ITEM: New Business

ITEM TITLE: Diamond Club Baseball/Softball – Field Usage Agreement 2017-2018

SUBMITTED BY: Mark Schroeder, Park & Recreation Director MS

SUMMARY EXPLANATION:
During the development of Friedenfeld Park, affiliate agreements were created between the Village of Germantown and community youth athletic organizations, including the Germantown Diamond Club. The Diamond Club is not-for profit organization which offers the sports of baseball and softball to approximately 220 Germantown youth annually.

In April 2014, following review and recommendation by the Park & Recreation Commission, the Village Board approved a 2-year agreement with the Germantown Diamond Club. This agreement will expire on December 31, 2016.

Attached for your review and approval is a new 2-year agreement with the GTDC for 2017-2018. This agreement is like the current agreement with a couple revisions. The updated version includes the added reference to girls' softball, storage use, and the provision for payment to the Village for any ball diamond supplies that are used. Appendix A defines the assigned field space.

A per participant fee of $15 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 fields used by the GTDC. The organizations are required to provide a liability insurance policy, and relinquish usage if the Village declares a need.

This agreement has been reviewed by the Germantown Diamond Club, and the Village Attorney.

ATTACHMENT: ORDINANCE ☐ RESOLUTION ☐ OTHER ☒

Attachment: 2017-2018 Field Usage Agreement

RECOMMENDATION:
At the October 19, 2016 Park & Recreation Commission Meeting, a motion was made by Commissioner Depies, seconded by Commissioner Miller, to recommend to the Village Board to approve the Germantown Diamond Club Field Usage Agreement for 2017-2018. Motion unanimously carried.

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 DIAMOND 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 one (1) field at Firemen's Park (Freistadt Field), one (1) field at Kinderberg Park, and one (1) field at Haupt Strasse Park (see appendix A) for games and practices (the "Premises").

2. **RIGHT OF USAGE:** The Village's Parks and Recreation Department shall be responsible of scheduling the various sport fields located at Freistadt Field, Kinderberg Park, and Haupt Strasse Park and will have priority in usage of the fields. The User will be allowed non-exclusive use of the fields for baseball and softball games and practices during their season (April – July). 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 fields may be utilized by the Village, in its sole discretion, for baseball or softball 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 two (2) years and shall commence on January 1, 2017 and terminate on December 31, 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, practices, storage, 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:** User will assess a $15.00 fee for each participant playing in their Club. 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. The Village will charge the User for products (i.e. chalk, diamond dry, turface, etc) used for their activity. Routine maintenance shall be performed according to the schedule outlined in Appendix B.

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 _____ day of _____, **2016**

VILLAGE OF GERMANTOWN	**GERMANTOWN DIAMOND CLUB**
_____	_____
Village President	President
_____	_____
Village Clerk	Secretary
_____	_____
Park & Recreation Director	Treasurer

APPENDIX A

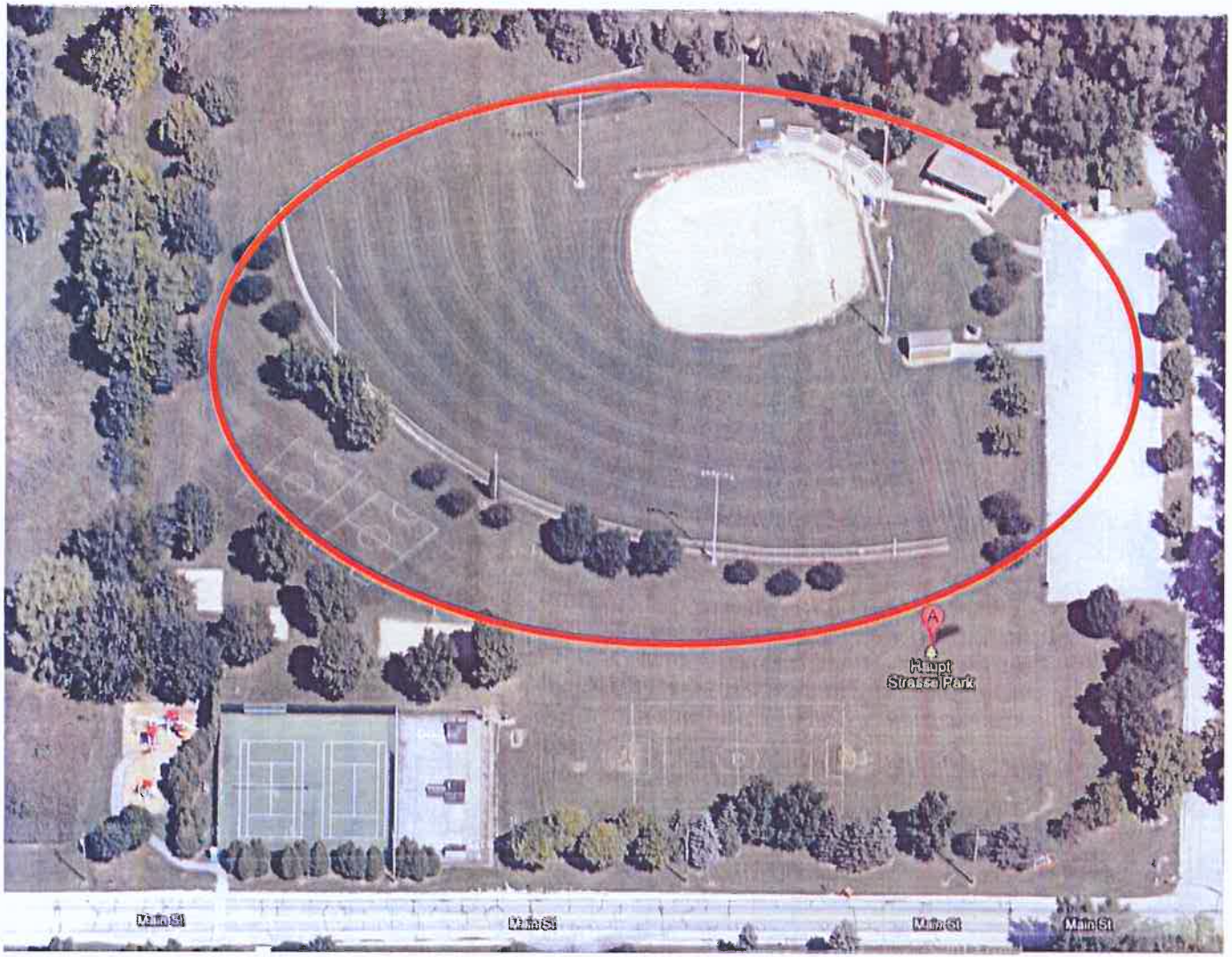
Firemen's Park – Freistadt Field

APPENDIX A

Kinderberg Park

APPENDIX A

Haupt Strasse Park



X.D.

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: Monday, November 21, 2016

AGENDA ITEM: New Business

ITEM TITLE: Germantown Hawks Football - Field Usage Agreement 2017-2019

SUBMITTED BY: Mark Schroeder, Park & Recreation Director MS

SUMMARY EXPLANATION:
During the development of Friedenfeld Park, affiliate agreements were created between the Village of Germantown and community youth athletic organizations, including Germantown Hawks Football.

In March 2013, following review and recommendation by the Park & Recreation Commission, the Village Board approved a 3-year agreement with Germantown Hawks Football. This agreement will expire on December 31, 2016.

Attached for your review and approval is a new 3-year agreement with the Germantown Hawks for 2017-2019. This agreement is like the current agreement, with the additional reference to storage use. Appendix A defines the assigned field space.

A per participant fee of $12 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 fields used by Germantown Hawks Football. The organizations are required to provide a liability insurance policy, and relinquish usage if the Village declares a need.

This agreement has been reviewed by Germantown Hawks Football, and the Village Attorney.

ATTACHMENT: ORDINANCE_____ RESOLUTION____ OTHER__X__

Attachment: 2017-2019 Field Usage Agreement

RECOMMENDATION:
At the October 19, 2016 Park and Recreation Commission meeting, a motion was made by Commissioner Depies, seconded by Commissioner Miller, to recommend to the Village Board to approve the Germantown Hawks Field Usage Agreement for 2017-2019. Motion unanimously carried.

FACILITY USAGE AGREEMENT

This agreement entered into as of the date specified below by and between the **VILLAGE OF GERMANTOWN** (the "Village"), Washington County, Wisconsin and **GERMANTOWN HAWKS FOOTBALL** ("Hawks"), Germantown, Wisconsin:

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, for and in consideration of the covenants, agreements and conditions hereinafter stated, to be kept and performed by the Hawks Football League, hereby agrees to allow the Hawks to utilize the following premises for League games on the same terms and conditions the following described premises: Main Football Field, Field #2, Practice Field #3 and Practice Field #4 at Friedenfeld Park (See appendix A).

2. **RIGHT OF USAGE:**
   The Village of Germantown Parks and Recreation Department will be in charge of scheduling the various sport fields located at Friedenfeld Park and will have priority in usage of the fields for recreation programs. The Hawks will be allowed to utilize the football field for games and practices from August through October of each year. If the Recreation Department offers a program during this three month period they will give prior notice to Hawks as to the dates of said usage. 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 football fields may be utilized by the Village, in its sole discretion, for practices as well as other recreational uses, including without limitation, use by other applicants, associations, or teams ages 18 years and under.

3. **REPAIRS:** Hawks agrees that any repairs that need to be completed to the premises resulting from their use thereof shall be the sole responsibility of the Hawks Football, provided that the Village may, in its sole discretion, choose to complete any repair work on its own after providing cost estimates to Hawks prior to starting the work and invoice Hawks 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 January 1, 2017, and shall terminate on December 31, 2019 unless earlier terminated or renewed in accordance with this agreement.

5. **IMPROVEMENTS:**
   It is understood and agreed that the premises will be used by the Hawks Football League for games, practices, storage, and related lawful uses and structures. The Hawks 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 Hawks Football shall become property of the Village, while any non-permanent improvements shall remain property of Hawks.

6. **FEES:**
Germantown Hawks Football will assess a $12.00 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 Hawks.

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, Hawks 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:**
The Hawk's Football League may not assign the usage of the football field or the premises or any part thereof to any other organization.

9. **COMPLIANCE WITH LAW:**
Hawks shall not commit any undue waste on the premises and shall conform with all applicable laws and ordinances respecting the use and occupancy thereof. Hawks shall not be required to make any alterations, additions or improvements to the premises, except such as may be required with respect to any additions or changes undertaken by the Hawks Club on the football field.

10. **LIABILITY:**
Hawks, 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. Hawks 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. **ADJUSTMENT AND DEFAULT:**
This agreement may be adjusted at any time upon the mutual written agreement of the parties. Further, this agreement may be terminated in the event of the default of any of the terms and conditions set forth herein provided that the Village has given written notice of such default to the Hawks Club and the Hawks has not corrected such default within thirty (30) days of receiving notice thereof. In such event the Village shall provide an alternate site for the duration of said event.

Entered into this ____ day of _____, **2016**

VILLAGE OF GERMANTOWN

_____
Village President

_____
Village Clerk

_____
Park & Recreation Director

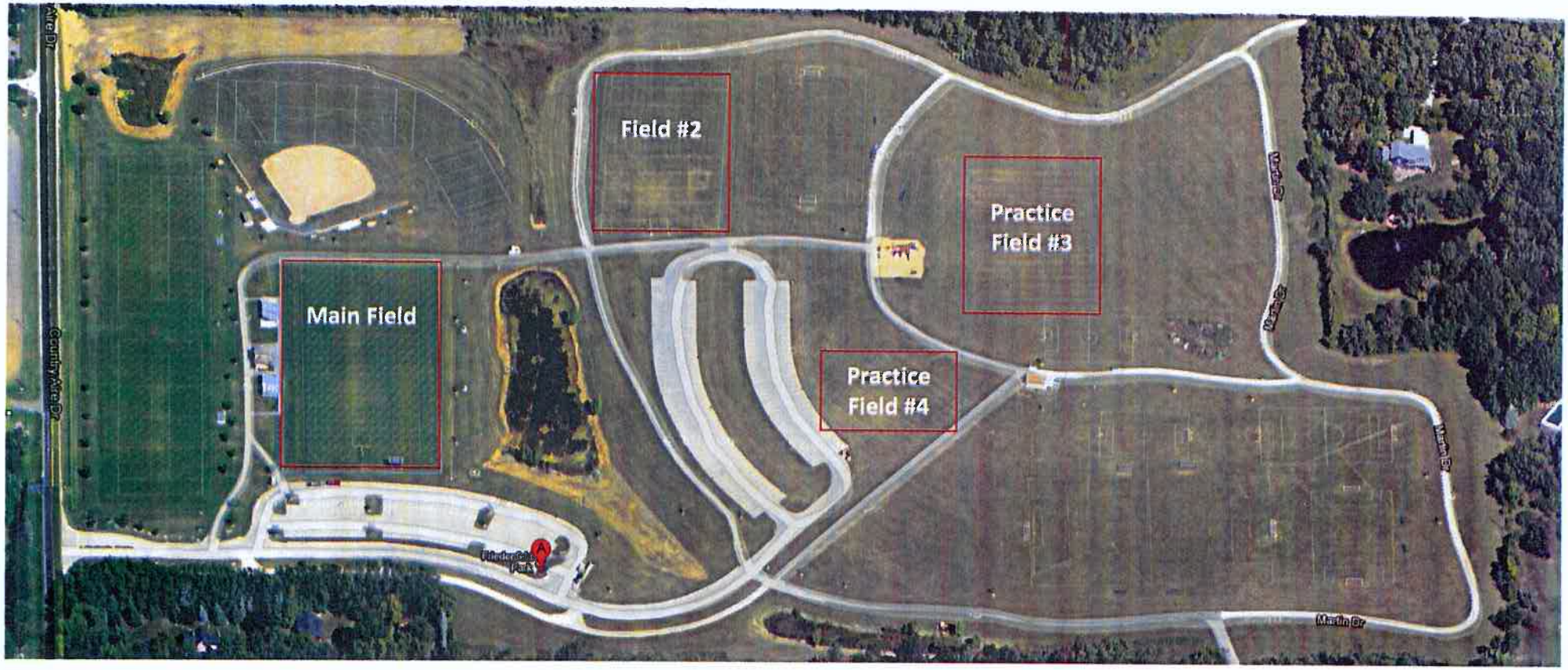
GERMANTOWN HAWKS FOOTBALL

_____
President

_____
Vice President

APPENDIX A

Friedenfeld Park Field Map



APPENDIX B

Hawks Football

Friedenfeld Park Field Maintenance Schedule

Friedenfeld Sports Turf Maintenance - Hawks Football			
Maintenance	**Recommended Frequency Per Yr**	**Cost Per Application**	**Total Cost Using Recommended Frequency**
Aerating	1	$309.00	$309.00
Fertilizing	6	$316.00	$1900.00
Broadleaf Spray	2	$237.00	$474.00
Total Cost:			**$2,683.00**

NOTE: Coverage figured for Main Field & Practice Field 2

X. E.

BUSINESS OF
VILLAGE OF GERMANTOWN

THE GENERAL GOVERNMENT & FINANCE COMMITTEE & VILLAGE BOARD

MEETING DATE: October 18, 2016 – GGF
November 21, 2016 – VB

PLACEMENT: New Business

ITEM TITLE: Public Improvement Reserve Fund

SUBMITTED BY: Kim Rath, Finance Director

SUMMARY EXPLANATION:

Attached is a draft ordinance from Attorney Sajdak for discussion purposes. He has researched the state statutes and determined the Village is able to establish a Reserve Fund with either newly taxed dollars or contributions for prior budget overages for the purpose of a long range building or public improvement investment Fund. Section 3.15 can be altered or modified to suit the board's purpose. A sample Capital Improvement Reserve Fund Chart of Accounts is attached.

ATTACHMENT: ORDINANCE____ RESOLUTION ____ OTHER _____

Draft Ordinance – Creating Section 3.15 of the Germantown Municipal Code Establishing a Public Improvement Reserve Fund

COMMITTEE ACTION

Forward to Village Board with Positive Recommendation – amend resolution to allow funds to also be transferred in from existing reserve – Place on New Business

4/0

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

ORDINANCE NO. ____-16

AN ORDINANCE CREATING SECTION 3.15 OF THE GERMANTOWN MUNICIPAL CODE ESTABLISHING A PUBLIC IMPROVEMENT RESERVE FUND

WHEREAS, Wis. Stat. § 61.34(4) provides that the Village Board shall have the power to generally "manage the village finances"; and

WHEREAS, The Village Board hereby determines that it is sound fiscal policy and is in the best interest of the Village to establish a reserve fund for the purposes of funding certain future public improvements;

NOW, THEREFORE, the Village Board of the Village of Germantown, Wisconsin, do ordain as follows:

SECTION I:

Section 3.15 of the Municipal Code of Germantown is hereby created to read as follows:

3.15 PUBLIC IMPROVEMENT RESERVE FUND ESTABLISHED.

The Village Board may incorporate into the annual budget a dollar amount, determined by a majority of the members of the Village Board, for the purposes of funding certain public improvements that the Board deems necessary. These funds will be allocated to the Public Improvement Reserve Fund and held for future expenditure.

The Village Board may also direct existing undesignated funds be transferred to the Public Improvement Reserve Fund for these same purposes and the amount, also determined by a majority of its members.

SECTION II:

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III:

All ordinances or parts of ordinances contravening the terms of this ordinance are hereby to that extent repealed.

SECTION IV:

This ordinance shall take effect and be in full force upon its passage and the day after publication.

Introduced by Trustee:

Adopted:_____, 2016 Vote: Ayes: Nays: Absent:

_____
Dean Wolter, Village President

ATTEST:

_____
Barbara K.D. Goeckner, Village Clerk

Approved as to form:

_____
Brian C. Sajdak, Village Attorney

Published:____

X. F.

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. – 16

ADOPTING THE 2017 VILLAGE BUDGET AND 2016 TAX LEVY

WHERAS, the proposed 2017 Village Budget was published as required by law; and

WHEREAS, pursuant to notice given as required by law, a public hearing was held on November 21, 2016, at which residents and taxpayers of the Village of Germantown had an opportunity to be heard concerning the proposed budget; and

WHEREAS, the Village Board has determined and believes that the budget, as attached hereto, and the tax levy required to implement that budget are necessary and appropriate for the needs and purposes of the Village; and

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown, Washington County, Wisconsin, that the budget attached hereto, and the revenues and appropriations in the amounts and for the purposes therein set forth, be and the same is hereby adopted as the 2017 budget for the Village of Germantown; and

BE IT FURHTER RESOLVED that for the uses and purposed set forth in said budget, there be and hereby is levied upon all taxable property in the Village of Germantown, as certified to the Village Clerk by the Assessor for the year 2016, an ad valorem tax in the amount of **$ 11,878,881** which shall be payable and collectible in 2016 – 2017.

Introduced by:

Adopted:

Vote: Ayes: _____ Nays: _____

_____
Dean M. Wolter, Village President

ATTEST:

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

X. G.

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. – 16

AUTHORIZING THE PLACEMENT OF SPECIAL CHARGES ON THE 2016 TAX ROLL AGAINST CERTAIN PROPERTIES

WHEREAS, certain services have been provided by the Village of Germantown, and have directly benefited specific properties within the Village, said services including water and sewer, special assessments and other miscellaneous charges for services provided during 2016; and,

WHEREAS, in specific instances, charges for services provided have not been paid, and no alternative arrangements have been reached to reimburse the Village for providing said services, or by mutual agreement, special assessment charges are to be placed on the tax roll as a means of collection; and,

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown, Washington County, Wisconsin, that for the Village to be reimbursed for the cost it has incurred in providing certain services, a listing of which is attached, hereto and made a part hereof, pursuant to Section 66.069, 66.076, 66.60 (16) and 66.98 Wisconsin Statutes, the Village Clerk is hereby authorized and directed to place such charges upon the 2016 Tax Roll for collection in 2016 and 2017.

Introduced by: _____

Adopted: _____

Vote: Ayes: _____ Nays: _____

_____
Dean M. Wolter, Village President

ATTEST:

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

Village of Germantown

2016 Tax Roll - Special Charges & Assessments

Special Assmnt	Code	Amount
Water Main - Prin	01	$3,477.84
Water Main - Interest	02	$287.17
Street Improvement	11	$5,809.75
Sub-total		$9,574.76
Special Charge		
Weed Cutting	60	$664.56
Sub-total		$664.56
Sub-Total before w/s		$10,239.32
Deliq Water/Sewer		$325,781.12
Total		**$336,020.44**

X. H.

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: Monday November 21, 2016

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Purchase Trailer

SUBMITTED BY: Jay Olszewski, Superintendent

SUMMARY EXPLANATION:

Included in the 2016 Parks budget were monies for an 18' tandem trailer. Staff solicited pricing from 3 area vendors. This purchase price is $1,095 over the budgeted amount. The overall line item has sufficient funds to cover the excess amount. When assessing the needs of all departments staff felt a slightly bigger trailer than the one originally budgeted for was the best option. We apologize for the oversite. The results are as follows:

Miller Bradford	$8,095
Ditch Witch	$8,150
Fabick Cat	$8,650

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __x___

RECOMMENDATION:

Committee recommends purchasing the trailer from Miller Bradford in the amount not to exceed $8,095. If approved funds shall be allocated from Parks account 10-553-570-8100.

BOARD ACTION:

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

X. I.

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: November 21, 2016

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Fill Upcoming Vacancy-Water Utility Superintendent

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

SUMMARY EXPLANATION:

The Director of Public Works has been notified, in writing from Mr. Jim Driver, the current Water Utility Superintendent that he will be retiring in January of 2017. Staff, in preparation for filling the upcoming vacancy is submitting the required "Employee Vacancy Justification Worksheet" for review and discussion. The Public Works and Highway Committee has reviewed this position and forwards a positive recommendation to fill the upcoming vacancy. In addition, I would like thank Jim for his 13+ years of service to the Village of Germantown which in turn will miss Jim's knowledge, talents, skills and dedication to the continued successful operation of the Village of Germantown's Water System.

ATTACHMENT: ORDINANCE_____ RESOLUTION____ OTHER _X__

- Employee Vacancy Justification Worksheet
- Position Description

RECOMMENDATION:

Staff is recommending that the Village Board approve the request to fill the upcoming vacancy of the Water Superintendent position.

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.

EMPLOYEE VACANCY JUSTIFICATION WORKSHEET

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

Vacancy Justification Worksheet

Position to be filled: Superintendent of Water Utilities

Department: Water Utility / Department of Public Works

Pay: For 2016 minimum pay is $59,673.00; mid-range is $67,490.00

How long was the previous personnel in position: 13+ years

Can the Position be deferred for a period of time: Yes ☐ No ☒

Why: This position is a critical front line management position of the Water Utility. The position is responsible for the continuous and reliable operation of a potable water system which is critical to the health and welfare of the Village of Germantown residents and visitors. The removal of this position would be a hardship to the daily operation, maintenance and future planning of the Water Utility.

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

Why: If this position were not to be filled and was to be transferred/shared by existing management the Utility would need to hire an additional operator to maintain the minimum number of staff required to keep the Water Utility in a position to perform the functions required to retain the current level of performance. The Utility is currently staffed by four (4) operators and one (1) working Superintendent. Safety concerns would become a major issue with fewer staff.

Consolidated with another position: Yes ☐ No: ☒

Why: Same as above. Consolidation would require the hiring of an additional operator to maintain current minimum staffing levels. Also, the consolidated position would require an increase in wages to compensate for the additional responsibilities. This would not create a sufficient saving of wages to offset the reduced management time to both of the consolidated positions.

Privatized/Contractual: Yes ☐ No: ☒

Why: The current staffing size, as stated above cannot be reduced, therefore, maintaining a staff level of five (5) and Contracting for management would increase cost and Privatizing may determine a staffing level increase which would possibly increase operational cost.

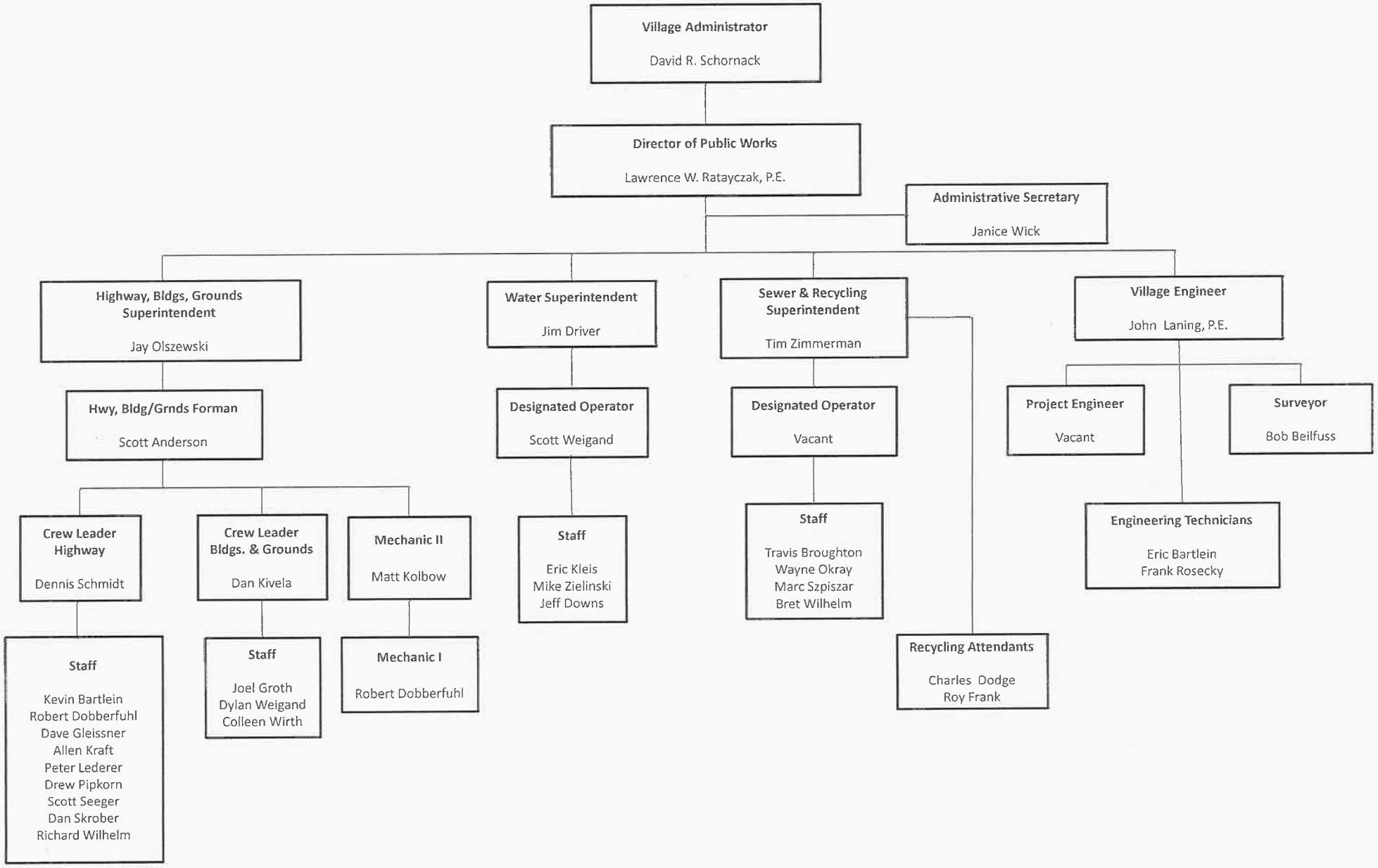
** Attach current job description and department organizational chart and submit to Department of Public Works Committee then to Village Board

Lawrence Ratayczak — 10/28/16

Department Director Signature/approval — Date

D R Schwarz — 10-28-16

Village Administrator Signature/Approval — Date


Village Administrator
David R. Schornack
Director of Public Works
Lawrence W. Ratayczak, P.E.
Administrative Secretary
Janice Wick
Highway, Bldgs, Grounds Superintendent
Jay Olszewski
Water Superintendent
Jim Driver
Sewer & Recycling Superintendent
Tim Zimmerman
Village Engineer
John Laning, P.E.
Hwy, Bldg/Grnds Forman
Scott Anderson
Designated Operator
Scott Weigand
Designated Operator
Vacant
Project Engineer
Vacant
Surveyor
Bob Beilfuss
Crew Leader Highway
Dennis Schmidt
Crew Leader Bldgs. & Grounds
Dan Kivela
Mechanic II
Matt Kolbow
Staff
Eric Kleis
Mike Zielinski
Jeff Downs
Staff
Travis Broughton
Wayne Okray
Marc Szpiszar
Bret Wilhelm
Engineering Technicians
Eric Bartlein
Frank Rosecky
Staff
Kevin Bartlein
Robert Dobberfuhl
Dave Gleissner
Allen Kraft
Peter Lederer
Drew Pipkorn
Scott Seeger
Dan Skrober
Richard Wilhelm
Staff
Joel Groth
Dylan Weigand
Colleen Wirth
Mechanic I
Robert Dobberfuhl
Recycling Attendants
Charles Dodge
Roy Frank

SUPERINTENDENT OF WATER UTILITY

GENERAL STATEMENT OF DUTIES:
The employee in this position has responsibility for planning, budgeting, directing and coordinating the operation and maintenance of the groundwater distribution system and related work as required.

DISTINGUISHING FEATURES OF THE CLASS:
This is a responsible non-represented position which requires the ability to supervise, coordinate and participate in the operation and maintenance of Germantown's water utility in accordance with MMSD, PSC, DNR and USEPA standards. Independent discretion and authority is required. The work is performed under the supervision of the Director of Public Works. This employee exercises supervision over employees in all of the water functions. This position is required to carry a cell phone and respond to emergency situations. The on-call time may be rotated with the employees of this department.

EXAMPLES OF DUTIES: (Illustrative Only)

- Operates electric pumps, control panels and other equipment;
- Implements a program of maintenance and repair of pumps, wells, towers, motors, etc.;
- Oversees the sampling and testing requirements of the WDNR and other groundwater agencies;
- Have working knowledge of PSC and DNR regulations
- Work with Engineering Division to ensure construction projects meet expectations set forth by the Village of Germantown
- Keeps constant surveillance of the water distribution system and SCADA controls;
- Possess a working knowledge of Radium Removal
- Keeps constant surveillance of the quantity and quality of the water utility;
- Operates computer control system and secure printed reports;
- Monitors and upgrades SCADA system as required to maintain alarm and control systems for water utilities;
- Makes a continuous analysis and evaluation of the water distribution system and makes changes in procedures as judged necessary for satisfactory operations;
- Evaluates electronics and control boards to insure continuous performance;
- Maintains records and prepares reports; Meets the A-B Utility Accounting and Recordkeeping Guidelines;
- Oversees supervision of Diggers Locate Program;
- Work with the Director of Public Works in the planning of replacement and expansion of the water system
- Participates in and supervises the maintenance of the tower and well house landscaping;
- Establish procedures for exercising valves and flushing hydrants;
- Responds to residents' complaints;
- Works with outside professional firms to conduct leak surveys & set up on-going repair program;
- Performs related duties as required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:
Extensive knowledge of modern water distribution and maintenance principles; extensive knowledge of the functions and mechanics of pumps and other electrical equipment and machinery; ability to input, operate, make corrections and give written and oral reports from computers; ability to read schematic drawings. Considerable knowledge of electronic controls systems; considerable knowledge of water chemistry; ability to inspect machinery and mechanical equipment and operations and to detect operational flaws and defects; ability to follow oral and written instructions; ability to read gauges and meters accurately; mechanical aptitude; good physical condition.

DESIRED EDUCATION, EXPERIENCE AND TRAINING:
The employee should have at a minimum a high school diploma and three to five years of progressive management experience in water distribution operations management. The employee must be licensed by the Wisconsin DNR as a Waterworks Operator certified in groundwater and distribution. Knowledge of accounting practices associated with an A-B utility is desirable.

Extensive experience in water distribution supplemented by study in computer operation and systems; also electrical and electronic systems or any equivalent combination of experience and training which provides the required knowledge, skill and ability.

PHYSICAL DEMANDS:
While performing the duties of this position, the employee will be required to climb ladders, climb stairs, walk through mud and on irregular surfaces, climb over construction debris, and have a good sense of balance. While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. Good corrected vision both near and far is required. The ability to communicate via a two-way portable radio is required. Work will be performed under all weather conditions.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision and ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described therein represent those an employee will encounter while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. This work environment has a moderate noise level.

Prepared by:	Director of Public Works
Updated:	April 13, 2000
Updated:	July 11, 2002
Updated:	October 28, 2016

X.J.

BUSINESS OF THE VILLAGE BOARD
VILLAGE OF GERMANTOWN

MEETING DATE: November 21, 2016

AGENDA ITEM: New Business

ITEM TITLE: Request to Move or Cancel Various Meetings in 2017 Due to Holidays and Clerk's Office Election Duty Requirements

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

SUMMARY EXPLANATION:
In reviewing the 2016 calendar for Holiday and Election dates I have noted the following Village Board meetings which conflict with those items:

January 2nd – New Year's Holiday – Regular Village Board meeting

February 20th – Regular Village Board meeting
(February 21st - Primary Election)

April 3rd – Regular Village Board meeting
(April 4th – Spring Election)

September 4th Labor Day Holiday – Regular Village Board meeting

I respectfully request the Village Board to consider the options of moving or canceling the meetings which fall the day before the 2017 Election days to allow the Clerk's Office to complete the Election related duties and possibly use the Village Board room for Election work.

The days which holidays fall on the regular Village Board meeting dates also require consideration for moving or canceling due to Village Hall being closed.

ATTACHMENT: None

RECOMMENDATION:
Motion to move or cancel the various meeting dates in 2017 which fall on Holidays or the day before an Election.