

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

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD
	REVISED
DATE AND TIME:	<u>MONDAY, September 17, 2018</u> <u>7:00 p.m.</u>
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 AND DEPARTMENT 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, Village Clerk, And Department Heads.
- 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 Minutes: August 20, 2018 Regular Village Board Meeting and
 September 10, 2018 Special Village Board Meeting.
- B. Accounts payable/payroll
- | | | | |
|----|--------------------|------------------|--------------|
| 1. | August 21, 2018 | Payroll (Hourly) | \$244,462.66 |
| 2. | August 25, 2018 | Accounts Payable | \$787,950.64 |
| 3. | August 31, 2018 | Payroll (Salary) | \$ 90,615.87 |
| 4. | August 31, 2018 | Accounts Payable | \$ 24,971.76 |
| 5. | September 4, 2018 | Payroll (Hourly) | \$247,893.34 |
| 6. | September 10, 2018 | Accounts Payable | \$527,013.67 |

The following items were forwarded from **Public Safety Committee** with a unanimous recommendation.

- C. Operator's Licenses: Dawn Eberhardt, Drew Fahrendorf, Alyssa Kane, Samantha Mages, Craig Peterburs, Abigail Roadhouse, Gina Roadhouse, Heather Spilger, Brittany Thomas, James Weggen. [Recommendation Forthcoming]
- D. Resolution 70-2018, Approving the Second Amendment to Intergovernmental Agreement By and Between the Village and the School District Regarding the School Resource Officer Program.

The following items were forwarded from **Public Works Committee** with a unanimous recommendation.

- E. Purchase of Engineering Dept. Plotter/Scanner in an amount not to exceed \$19,750.
- F. Hydrants & Gate Valves Purchase in an amount not to exceed \$27,895.11.
- G. Resolution 71-2018, Awarding the Contract for Fire Sprinkler Replacement – Piping in Village Hall to Ahern in an amount not to exceed \$37,750.
- H. Awarding a Contract to GRAEF-USA Ruekett Mielke for Stormwater Quality Management Plan Update in an amount not to exceed \$120,500.
- I. Resolution 72-2018, Approving a Developers Agreement for Discount Ramps.

VIII. OLD BUSINESS:

- A. None.

IX. PUBLIC HEARING:

- A. None.

X. NEW BUSINESS:

- A. Blazin Wings, Inc. N96W18034 County Line Road, Change of Agent to Frank Arena.
- B. Budget Process Discussion- Set Committee of the Whole Dates for 2019 Budget.
- C. Resolution 73-2018, Accepting the Dedication of the Gehl Performing Arts Pavilion From Germantown Community Kiwanis Foundation, Inc.
- D. Daniel & Cheryl Stephan, Property Owners of W188 N13488 Maple Road, and Richard & Mary Stephan, Property Owners of a 32-acre Property (Parcel 1 of CSM #4918). 2-Lot Certified Survey Map (CSM) to Adjust a Lot Line.
- E. Resolution 74-2018, Award of Contract to Advanced Construction Inc., for the Goldendale Road Water & Sanitary Sewer Extension Phase I - (TID #7) in an amount not to exceed \$3,064,982.80.
- F. Northeast Sanitary Sewer Expansion – Wrenwood Development Cost Share.
- G. Discussion – Sanitary Sewer and Water Service Area – Holy Hill & Goldendale Roads.

- H. Easement for Underground Electric Cable – Police Department Evidence Garage.
- I. Administrator Performance Review. The Village Board may convene into closed session per Wis. Stats. §19.85 (1) (c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and may convene into open session to take such action as it deems appropriate.

XI. ADJOURNMENT.

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

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
August 20, 2018**

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

ROLL CALL: Present: President Wolter, Trustees Baum, Hughes, Kaminski, Miller, Myers, Warren, Wing, Zabel. Also present: Administrator Kreklow, Clerk Boldrey, and Attorney Sajdak.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

Administrator Kreklow reported that Village Staff in Collaboration with Washington County Staff filed an application with the EPA for a Brownfield Development Grant. Each year the EPA will follow up with communities for the grant. The application was selected for upcoming projects. The focus is to connect Saxony Village to Village Amenities. Stakeholder groups will be developed and will meet in the future.

ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST/DEPARTMENT AND COMMITTEE REPORTS:

Trustees provided information on upcoming meeting dates and times.

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

Charlie Hargan of Biscayne Drive came to the podium. He commented against the removal of Fire Station 1.

CONSENT AGENDA:

- A. Approval of Minutes: August 6, 2018 Regular Village Board Meeting.
- B. Accounts payable/payroll
 - 1. August 7, 2018 Payroll (Salary) \$258,480.58
 - 2. August 10, 2018 Accounts Payable \$979,125.85
 - 3. August 15, 2018 Payroll (Hourly) \$ 91,057.65
- C. Operator's Licenses: Kaitlin Pokorny. [Recommended].

MOTION (Baum/Myers) to approve Consent Agenda Items A-C. Roll Call Vote Carried Unanimously.

OLD BUSINESS:

- A. Presentation & Recommendations - R.W. Management Group, Analysis of Fire Department.

Interim Chief John Delain distributed information on the current budget and presented a power point presentation of the Fire Department Analysis.

Interim Chief John Delain showed the Current Staffing of the Fire Department and the concerns. The concerns which included: Consistent Response Times, Increase in Call Volume, Equipment and Personnel Resources, Strategic Plan, Training, Risk Reduction, Response Matrix.

The Desired Outcomes include Professional Leadership, Adequate Fire / EMS Staffing, Improved Response Plans, Improved Strategic Planning, Paramedic Level Service, and Developmental Growth Plan. The new staffing plan was shown which included a new full-time position and paid on-premise positions.

Chief Delain distributed the current 2018 budget showing that there are monies available for an additional full-time person. The presentation showed the location of the current fire stations and staffing levels.

Chief Delain reviewed the type of Emergency Medical Services provided by the Village. He provided comparisons of EMT, AEMT, and Paramedic Services. He discussed the assignment of a battalion chief, inspections and oversight of pre-plans between shifts. A training program and public education training was also discussed.

Discussion of the board included level of safety required by the State and if the Village is required to have two stations. There was a study done in 2001 from Tri-Data Corporation.

Discussion by the board included concern for 2019 budget for the new person. Discussion of paid on-call versus paid on-premise ensued. Discussion ensued of the bridge removal on 145 and the railroad tracks. Discussion continued in regards to sharing of services with Menomonee Falls and that they already communicate via radio. The radios are able to scan for both organizations. Discussion ensued of the closing of the station and not using the building for Fire Services.

Discussion of residential insurance rates and the ISO rates ensued. The staffing and water supply are part of the ISO rating. Discussion ensued of the staffing levels and response times.

PUBLIC HEARING:

- A. Brian Depies, SEH, Agent for John & Mary Barnes & Heritage Park Development Corp, Property Owners of 30.65-acres east of Division Road, south of Larkspur Lane, north of Revere Lane and west of Gunflint Trail, Tax Key GTNV 342-426. Application to Rezone from the Rs-4 to Rs-5: Single Family Residential Zoning District pursuant to Section 17.18 of the Municipal Code.

Pres. Wolter read the item.

Director Retzlaff gave a presentation and background of the rezoning request. He reviewed the rezoning application and concept plan for a 32.95 acre residential subdivision with 33 single – family lots east of Division Road and North of Revere Lane. A map of the development site was shown. The Wetland Delineation was also shown. There are two additional wetlands. Wetland 1 and Wetland 4 will probably be shown as artificial. The request is to rezone 30.65 as Rs-5. The Plan Commission recommended approval contingent on approval by the DNR and subject to two conditions. The primary access is to Division Road to the West with Larkspur Lane and Bittersweet Trail and Gun Flint Trail. The Concept Plan was reviewed. A conditional use permit may also be required for the wetland setback area. The sidewalk plans call for sidewalks on both sides.

Pres. Wolter read the Public Hearing Notice and opened the Public Hearing at 8:04 p.m. He explained the public hearing process and that individuals will have to come up front to the podium and state their name and address.

Ralph Zak of Revere Lane came to the podium. He commented with concern of the blasting and requested the Village insurance for the blasting. Pres. Wolter commented that this would be with the developer rather than with the Village.

Brian Depies of Ridgewood Lane came to the podium. He gave history prior to the development.

Ron Kuehn of Wildrose Lane questioned the zoning change.

Kathy Coakley of Sante Fe Court questioned the zoning change.

Brian Depies commented this is done to allow for flexibility of the project.

No one else came forward to speak on the zoning change. Pres. Wolter closed the Public Hearing at 8:19 P.M.

NEW BUSINESS:

- A. Ordinance 19-2018 to Rezone the following described property from the Rs-4: Single-Family residential zoning district to the Rs-5: Single-Family residential zoning district pursuant to Section 17.18 of the Municipal Code. Brian Depies, SEH, agent for John & Mary Barnes & Heritage Park Development Corp., property owners of 30.65 acres east of Division Road, south of Larkspur Lane, north of Revere Lane, west of Gunflint Trail, Tax Key GTNV 342-426.

MOTION (Baum/Myers) to approve Ordinance 19-2018 to Rezone the following described property from the Rs-4: Single-Family residential zoning district to the Rs-5: Single-Family residential zoning district pursuant to Section 17.18 of the Municipal Code. Brian Depies, SEH, agent for John & Mary Barnes & Heritage Park Development Corp., property owners of 30.65 acres east of Division Road, south of Larkspur Lane, north of Revere Lane, west of Gunflint Trail, Tax Key GTNV 342-426. At this time there have not been soil borings for review. Blasting is common practice and would be covered in the Developers Agreement. The State Administrative Code requires the blaster to complete a blasting survey and there is a specific formula that takes in consideration the weight of the charge. This formula dictates the radius required. There is also a pre-blast survey. This protects the property owner and blaster. In obtaining a blasting permit from the Village they are required to comply with State Statute and Administrative code. Motion Carried Unanimously.

- B. Certified Survey Map Application to divide a property (Extraterritorial Plat Approval Authority) for Mark Weske, Shorewest Realtors, Agent for Catherine M. Seilenbinder, Property Owner of a 9.9 acre parcel, W188 N13251 Maple Road, Town of Germantown, Tax Key T5-0206.

MOTION (Baum/Warren) to approve Certified Survey Map Application to divide a property (Extraterritorial Plat Approval Authority) for Mark Weske, Shorewest Realtors, Agent for Catherine M. Seilenbinder, Property Owner of a 9.9 acre parcel, W188 N13251 Maple Road, Town of Germantown, Tax Key T5-0206. Motion Carried Unanimously.

- C. Installation of New Playground Equipment for Rockfield School in an amount not to exceed \$60,000.

MOTION (Baum/Warren) to approve the Installation of New Playground Equipment for Rockfield School in an amount not to exceed \$60,000. The Funds are collected through the program fees for the purposes of replacement equipment. This is consistent with the intent of the fund that originated in 1993. The General Government and Finance Committee recommended the item. There is \$82,503 in the fund and there will be \$22,503 left after the project. Motion Carried. Zabel voted no.

MOTION (Myers/Zabel) to Convene into Closed Session at 8:41 PM in regards to Discussion of Specific Personnel Problem relating to a Library Employee. The Village Board may convene into closed session per Wis. Stats. §19.85 (1) (f) Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations and may convene into open session to take such action as it deems appropriate; and, Firefighters Union Negotiations. The Village Board may Convene into closed session per Wis. Stats. §19.85 (1) (e) For the Purpose of Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and may convene into open session to take such action as it deems appropriate. The Village Board, Administrator Kreklow, Attorney Sajdak, Library Director Smith, and Interim Fire Chief Delain were included in closed session. Roll Call Vote Carried Unanimously.

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

Deanna L. Boldrey, WCMC/CMC
Village Clerk

**VILLAGE OF GERMANTOWN
VILLAGE BOARD SPECIAL MEETING MINUTES
September 10, 2018**

CALL TO ORDER: The meeting was called to order at 5:30 p.m. by President Wolter.

ROLL CALL: President Wolter and Trustees Baum, Hughes (5:40 p.m.), Kaminski, Miller, Myers, Warren, Wing, and Zabel were present. Also present: Administrator Kreklow, Director Rath, Director Retzlaff, Director Ratayczak, and Dave Schilling of SEWRPC.

PUBLIC HEARING:

- A. Village of Germantown and the Southeastern Wisconsin Regional Planning Commission (SEWRPC) for Proposed Sanitary Sewer Service Area Amendment in Accordance with the Provisions of Chapter NR 110 of the Wisconsin Administrative Code.

Dave Schilling of SEWRPC gave a presentation of the additions and maps to the proposed area amendments. This included the developments on Holy Hill, Goldendale, and a few lots on Wrenwood. This is approximately 473 acres. The process could take two months.

Pres. Wolter read the Public Hearing Notice and opened the Public Hearing at 5:42 p.m. He explained the public hearing process and that individuals will have to come up front to the podium and state their name and address.

No one spoke.

The public hearing closed at 5:43 p.m.

NEW BUSINESS:

- A. RESOLUTION 69-2018, Sanitary Sewer Service Area Amendment.

MOTION (Baum/Warren) to Approve Resolution 69-2018, Sanitary Sewer Service Area Amendment. Motion carried. Baum voted no.

ADJOURNMENT

There being no further business, the meeting adjourned at 5:44 p.m.

Deanna L. Boldrey, WCMC/CMC
Village Clerk

SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE VILLAGE OF GERMANTOWN AND THE GERMANTOWN SCHOOL
DISTRICT REGARDING THE SCHOOL RESOURCE OFFICER PROGRAM

WHEREAS, the Village of Germantown (Village) and the Germantown School District (District), did on _____, 20____, enter into an intergovernmental agreement, as authorized pursuant to Section §66.0303, Wisconsin Statutes, for the purpose of creating a School Resource Officer position, and providing and implementing a School Resource Officer program in the schools (the Agreement); and

WHEREAS, the parties are desirous of amending that agreement in only the following respects;

A. Section 5 of the Agreement shall be amended to read as follows:

5. COMMAND STRUCTURE. The Village will supply two full-time equivalent sworn, certified officers to act as SROs. The SROs will remain at all times employees of the Village of Germantown Police Department and will report directly to the Support Services Lieutenant. In the absence of the Support Services Lieutenant, the SROs will report to the on-duty shift commander. The District Administrator may provide evaluative information regarding the performance of the SROs, and the Village Chief of Police shall consider such information when making assignment or reassignment decisions.

B. Section 7 of the Agreement shall be amended to read as follows:

7. COST SHARING.
 - a. The parties shall jointly assume the cost of the full time equivalent SRO position, with the Village paying twenty-five percent (25%) and the District the remaining seventy-five percent (75%) of the aggregate costs for the salary and all benefits for the full time equivalent SRO positions.
 - b. Intentionally Deleted.
 - c. The Village shall administer and provide all benefits to which the SROs are entitled under collective bargaining agreements, and the Village's employment policies and practices.
 - d. The Village shall invoice the District at monthly intervals for the District's share of such amounts broken down by discrete pay periods or other convenient period. All invoices shall be due and payable within thirty (30) days after receipt.
 - e. The Village agrees to indemnify, defend and hold the District harmless from any claims of any kind made by (i) a SRO in connection with his/her assignment or reassignment as a SRO; (ii) a SRO in connection with

his/her discipline or termination by the Village; or (iii) any applicant for the position of SRO.

C. The remaining provisions of the Agreement shall remain in full force and effect unless and until amended as provided therein, or until termination of the agreement by the parties.

Dated this ____ day of August, 2018.

VILLAGE OF GERMANTOWN

GERMANTOWN SCHOOL DISTRICT

Dean Wolter
Village President

Jeff Holmes
Superintendent

ATTEST:

Deanna Boldrey
Village Clerk

Approved as to Form:

Brian C. Sajdak
Village Attorney

**BUSINESS OF THE PUBLIC SAFETY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 5th, 2018

AGENDA ITEM: New Business

ITEM TITLE: New School Resource Officer Position

SUBMITTED BY: Chief Peter Hoell 

SUMMARY EXPLANATION:

On Monday, February 26th, 2018 The Germantown School Board voted in favor of funding a fulltime School Resource Officer position to be primarily assigned, but not limited to, Kennedy Middle School. The funding would be the same agreement that currently exists with the School Resource Officer primarily assigned to the High School. The School District funds 75% of the wages and benefits and the Village funds 25%.

This position was obviously not part of the 2018 Police Department budget. According to the 2018 budget, a School Resources Officer's wages and benefits is approximately 112,000. Of that, the Village pays 25% which is approximately \$28,000 if the officer is at the highest pay grade. The School District voted that funding would be available effective March 1st, 2018. Due to staffing, the Police Department would not be able to assign a SRO until Mid-April. To fill the vacancy, and hire a new officer, the process would take at least 6 months. The unbudgeted income the School District would be paying to fund the SRO position for 2018 would more than cover the costs of a new officer for the three remaining months of the 2018 budget. The 25% increase in officer wages would be built into the 2019 budget.

The School District along with the Police Department is constantly planning and evaluating school safety. As a result, the District believes a fulltime SRO will greatly enhance the safety and security of the students and staff. The Police Department is in full agreement with the District.

Attached is a copy of the current agreement with the District and job description.

ATTACHMENT: ORDINANCE___ RESOLUTION___ OTHER__X__

RECOMMENDATION:

The Police Department is seeking the Public Safety Committee to send a positive recommendation to the Village Board.

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE VILLAGE OF GERMANTOWN AND THE GERMANTOWN
SCHOOL DISTRICT REGARDING THE SCHOOL RESOURCE OFFICER
PROGRAM**

WHEREAS, the Village of Germantown (Village) and the Germantown School District (District), did on _____, 20_____, enter into an intergovernmental agreement, as authorized pursuant to Section §66.30, Wisconsin Statutes, for the purpose of creating a School Resource Officer position, and providing and implementing a School Resource Officer program in the schools (the Agreement); and

WHEREAS, the parties are desirous of amending that agreement in only the following respects;

A. Section 5 of the Agreement shall be amended to read as follows:

5. COMMAND STRUCTURE. The Village will supply one full time equivalent and one part time sworn, certified officers to act as SROs. The SROs will remain at all times employees of the Village of Germantown Police Department, and will report directly to the Support Services Lieutenant. In the absence of the Support Services Lieutenant, the SROs will report to the on-duty shift commander. The District Administrator may provide evaluative information regarding the performance of the SROs, and the Village Chief of Police shall consider such information when making assignment or reassignment decisions.

B. Section 7 of the Agreement shall be amended to read as follows:

7. COST SHARING.

a. The parties shall jointly assume the cost of the full time equivalent SRO position, with the Village paying twenty-five percent (25%) and the District the remaining seventy-five percent (75%) of the aggregate costs for the salary and all benefits for the full time equivalent SRO position.

b. The District will pay the cost for salary and all benefits for the number of hours during which the part-time SRO is engaged in performing SRO duties. The number of hours for which the part-time SRO may be engaged is, as of the time of this Amendment to Agreement, uncertain, however, the parties will work cooperatively to determine a mutually acceptable schedule, which may flex and vary as the need arises.

c. The Village shall administer and provide all benefits to which the SROs are entitled under collective bargaining agreements, and the Village's employment policies and practices.

d. The Village shall invoice the District at monthly intervals for the District's share of such amounts broken down by discrete pay periods or other convenient period. All invoices shall be due and payable within thirty (30) days after receipt.

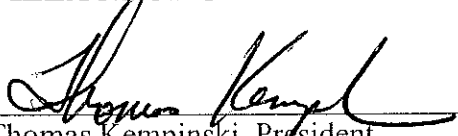
e. The Village agrees to indemnify, defend and hold the District harmless from any claims of any kind made by (i) a SRO in connection with his/her assignment or reassignment as a SRO; (ii) a SRO in connection with his/her discipline or termination by the Village; or (iii) any applicant for the position of SRO.

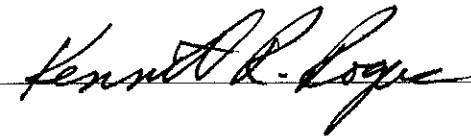
C. The remaining provisions of the Agreement shall remain in full force and effect unless and until amended as provided therein, or until termination of the agreement by the parties.

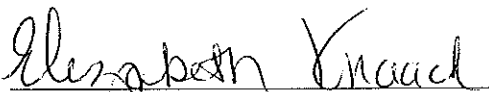
Dated this 16 day of July, 2009.

VILLAGE OF GERMANTOWN

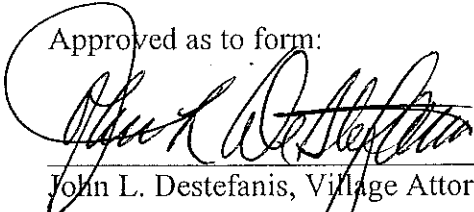
GERMANTOWN SCHOOL DISTRICT


Thomas Kempinski, President




Elizabeth Knaack, Clerk

Approved as to form:


John L. Destefanis, Village Attorney

GERMANTOWN POLICE DEPARTMENT

**** DIRECTIVE ****

TO: All Police Personnel

FROM: Chief Peter Hoell *PH*

DATE: July 28, 2004

SUBJECT: SCHOOL RESOURCE OFFICER JOB DESCRIPTION, GOALS AND OBJECTIVES

School Resource Officer

I. INTRODUCTION

The basic function of the School Resource Officer (SRO) is to develop a rapport and understanding between youth and law enforcement. The SRO is able to give students an opportunity to get acquainted with an Officer in an informal, non-authoritarian setting and explain the roll of law enforcement in society. The SRO will help youth and adults to view the police department as a "helping agency" with the responsibility to educate, protect and serve all citizens.

Through a cooperative effort with school personnel, students, and parents, the SRO will also focus on prevention of crime and prevention of school code of conduct violations in and around the Germantown Schools. The primary responsibility of keeping order within the school rests with the school employees. The SRO is not an arm of school discipline. The SRO's primary goal is prevention; however, there are instances when the SRO will make arrests in and around the school.

While on duty, the SRO will investigate, report and follow up, as necessary, all complaints that occur on the grounds of Germantown Schools that lie within the boundaries of the Village of Germantown. At the discretion of the SRO, specialized investigations (child abuse, child neglect, sexual assault, etc.) may be referred to the Youth Aid Officer for investigation and follow-up.

The existence of a SRO position at the Germantown Police Department does not relieve patrol officers from their responsibility of handling school-related incidents if the SRO is unavailable to investigate an incident.

The SRO is directly responsible to the Support Services Lieutenant. In the absence of the Support Services Lieutenant, the SRO is responsible to the

on-duty shift commander. To ensure the success of the SRO program, it is very important that the SRO fosters a cooperative working relationship with all school administrators and staff at the Germantown Schools.

II. DUTIES AND RESPONSIBILITIES

The SRO should be completely familiar with the rules, regulations, policies and procedures of the Germantown Police Department, as well as laws governing criminal procedures of arrest, search and seizure, and the rights of individuals under investigation for any matter. A strong working knowledge of the Children's Code and Juvenile Justice Code is essential.

The SRO should become acquainted with all Germantown Schools, building and school district administration and staff. This is essential in maintaining a strong cooperative relationship between the schools and the Germantown Police Department. The SRO should maintain regular communication with all school administrators to ensure that the SRO program is acting in the best interests of the students. The SRO must abide by all policies and procedures of the Germantown Police Department and also abide by school rules.

The specific duties of the SRO include, but are not limited to the following:

- The SRO will provide preventative patrol in and around school areas in order to prevent criminal activity and school code of conduct violations. Preventative patrols will occur while school is in session and during special functions such as dances, athletic events, and concerts.
- At the request of school administration or staff, the SRO will be available to perform classroom presentations on issues related to law enforcement or issues of concern to school, students, or the police department.
- When appropriate, the SRO will refer students and/or parents to counseling resources within Germantown Schools (Student Assistance Program, etc.). The SRO will also be a referral source to public and private counseling/educational resources in the greater Germantown area.
- During the school year, the SRO will attend most of the school's activities, such as athletic events, dances and concerts. This will give the SRO an opportunity to interact with the student body on an informal basis, and to show the SRO's interest and enthusiasm in the school. The SRO will be available to assist the school with handling any problems that might arise during these special events.

- The SRO should maintain affiliations with all juvenile organizations in the Germantown area, such as Kids Klub and Youth Futures.
- During the school year, the SRO will spend 100% of his/her work time in and around all of the Germantown schools within the limits of the Village of Germantown. When school is not in session, the SRO will be temporarily reassigned to duties at the discretion of the Chief of Police.
- The SRO will work closely with the police department's Youth Aid Officer and school officials to ensure that the SRO program successfully meets the needs of the students served by the program.
- The SRO will follow the guidelines set forth in WI SS 938.396 and WI SS 48.396, which address "the confidential exchange of information between the police and the officials of the school attended by the child."
- The SRO will keep building administrators informed about all incidents that the SRO investigates in and around school property. The SRO will be encouraged to discuss enforcement options with the building administrator prior to taking enforcement action against students. If the SRO takes a student into custody, the building administrator should be notified as soon as possible. The SRO should also not remove students from school grounds without first notifying the building administrator. If the SRO takes enforcement action against a student or takes a student into custody, the SRO should notify the student's parent or guardian.

III. GOALS AND OBJECTIVES FOR SCHOOL RESOURCE OFFICER PROGRAMS

The following is a list of suggested goals and objectives from the Wisconsin Juvenile Officers Association for the development of SRO programs. While it is not necessary for a program to incorporate all of the following, it should be noted that the successful SRO programs do encompass a majority of them. This list is not meant to be all-inclusive. These goals and objectives can only be accomplished with the cooperation and assistance of the police department, school administrators, teachers, and staff. This spirit of cooperation is consistent and, in fact, the cornerstone of all successful school resource officer programs.

FACT: MANY VIOLATIONS OF LAW (STATE AND MUNICIPAL) TAKE PLACE IN AND AROUND SCHOOL PROPERTY.

GOAL I: TO DECREASE THE AMOUNT OF FUTURE CRIME BY A CONCENTRATED CRIME PREVENTION EFFORT AIMED AT THE SENIOR/JUNIOR HIGH AND ELEMENTARY LEVEL STUDENTS.

Objective (A): To give the students an opportunity to get acquainted with a police officer in an informal, non-authoritarian setting, placing a SRO within a school and/or the feeder system.

Objective (B): To allow any student who so desires to privately converse with a liaison officer conveniently at the school. Many students have personal questions relative to the law, the school, and the community, which they may not care to air in the normal school setting.

Objective (C): To allow students the opportunity to discuss with the liaison officer conditions in the community that he/she feels may affect them negatively.

Objective (D): The SRO will provide appropriate feedback information on referrals regarding the disposition of cases.

FACT: MANY VIOLATIONS OF THE LAW (STATE AND MUNICIPAL) TAKE PLACE IN AND AROUND SCHOOL PROPERTY.

GOAL II: TO DECREASE THE NUMBER OF CRIMES COMMITTED IN SCHOOLS OR NEAR SCHOOL PROPERTY.

Objective (A): To give the students an opportunity to get acquainted with a police officer in an informal, non-authoritarian setting, placing a SRO within a school and/or the feeder system.

Objective (B): To allow any student who so desires to privately converse with a liaison officer conveniently at the school. Many students have personal questions relative to the law, the school, and the community, which they may not care to air in the normal school setting.

Objective (C): To allow students the opportunity to discuss with the liaison officer conditions in the community that he/she feels may affect them negatively.

Objective (D): To provide classroom presentations and discussion periods with students in the areas of mutual concern. To present multi-media programs relative to the above, along with appropriate field trips.

Objective (E): To provide for parent/student conferences in a school setting rather than the police station, which in many cases may be more comfortable for the student and parent alike.

Objective (F): Provide the opportunity to appropriately divert students from the juvenile justice system and to assure adequate follow-up to that diversion by the police/school liaison officer when needed.

Objective (G): To provide an opportunity for other police officers to better understand the actions and problems of youth in the community. (It is recommended that provisions be made that allow members of the local police department to make visits to the school in which the SRO is located. They may become involved in informal discussions with students, including panel discussions, etc. This, in turn, would promote a positive understanding between juveniles and police.)

Objective (H): To provide teachers, administrators, and other school officials information concerning the law and to answer other questions they may have about the juvenile justice system, where deemed appropriate. This may be accomplished through faculty meetings, in-service training, or on an individual basis.

Objective (I): To conduct classes and seminars for police officers concerning problems and perspectives of youth.

FACT: MANY CRIMES ARE COMMITTED AGAINST YOUTH THAT GO UNREPORTED BECAUSE OF THE VICTIMS' HESITANCY TO CONTACT THE POLICE, THE POLICE DEPARTMENT, OR TO BRING IT TO THE ATTENTION OF THEIR PARENTS OR SCHOOL OFFICIALS.

GOAL III: TO INCREASE THE REPORTING OF CRIMES COMMITTED AGAINST JUVENILES AND THEIR PROPERTY AND TO INCREASE THE REPORTING OF PHYSICAL AND SEXUAL CHILD ABUSE AND/OR NEGLECT.

Objective (A): To provide a convenient and confidential setting where a child may feel at ease in reporting crimes against him/her or his/her property. (Many crimes are committed against juveniles that go unreported because of the victim's hesitancy to contact the police or to bring it to the attention of school officials. School personnel may also be reluctant to report crimes that are brought to their attention.)

Objective (B): The SRO will help juveniles deal with concerns brought to his/her attention in cooperation with other helping professionals.

Objective (C): The SRO will help educators become aware of reportable crimes against youths and will either make or assist other educators in presentations pertaining to the reporting of these crimes.

Objective (D): The SRO will provide appropriate feedback information on referrals regarding the disposition of cases.

FACT: MANY VIOLATIONS OF THE LAW (STATE AND MUNICIPAL) TAKE PLACE IN AND AROUND SCHOOL PROPERTY.

GOAL IV: TO DECREASE THE NUMBER OF CRIMES COMMITTED IN SCHOOLS OR NEAR SCHOOL PROPERTY.

Objective (A): To provide preventative patrol in the school area in order to reduce loitering on the school premises, drug and alcohol traffic, assaults, and other actions of anti-social behavior. (We cannot overemphasize that the police/school liaison officer's legal responsibility lie in the areas of direct violations of the law and that he/she will not be used as an arm of school discipline.)

Objective (B): To provide personal preventive patrol for special school functions such as athletic events, school dances, band concerts, field trips, etc.

Objective (C): To contact or assist any person living in or any businessman operating in school areas who is having difficulty interacting with students attending that particular school.

Objective (D): Informing merchants serving school-age clientele of ways to prevent vandalism and shoplifting.

FACT: MANY PEOPLE (JUVENILES AND ADULTS) SEE THE LOCAL POLICE DEPARTMENT IN AN ADVERSARIAL ROLE AND DO NOT VIEW IT AS A HELPING AGENCY.

GOAL V: TO HELP JUVENILES AND ADULTS VIEW THE POLICE DEPARTMENT AS A HELPING AGENCY WITH THE RESPONSIBILITY TO PROTECT AND SERVE ALL CITIZENS.

Objective (A): To provide the student and faculty input to aid the police in establishing certain written policy guidelines relative to handling of juvenile matters, especially in the area of student/police contacts within the school.

Objective (B): To enable the SRO to maintain regular contact with representatives of youth-serving agencies to coordinate prevention efforts.

Objective (C): To make presentations before community groups and service clubs, parent groups, etc.

SCHOOL RESOURCE OFFICER ACTIVITIES IN RELATION TO INDIVIDUAL SEGMENTS OF THE COMMUNITY

The previous section has stated general goals and objectives for SRO programs. However, another way of stating these objectives in terms of activities that benefit particular segments of the community can be stated as follows:

I. SCHOOL RESOURCE OFFICER ACTIVITIES THAT BENEFIT SCHOOLS AND SCHOOL PERSONNEL:

A. The SRO should provide preventive patrol within the school area to reduce:

- * Loitering
- * Assaults
- * Thefts

- * Vandalism
- * Drug and alcohol traffic
- * Other anti-social behavior

B. The SRO should develop, with the assistance of the school district, a Safe Schools Crisis Plan. A resource for this plan can be the "Safe Schools Legal Resource Manual" provided by Wisconsin Department of Justice.

- C. The SRO will contact and assist students, teachers, counselors, and administrators in matters of interaction concerning the law.
1. The SRO should be available for school functions including:
 - *Athletic events
 - * Dances
 - *Concerts
 - * Special functions
 - * Field trips
 2. The SRO will provide classroom presentations involving the law, the juvenile system, the courts, and student rights and responsibilities as they relate to the law.
 3. The SRO program will give students, K-12, an opportunity to get acquainted with a police officer in a non-authoritarian setting.
 4. The SRO program will provide any student the opportunity to converse with a SRO in a confidential setting.
 5. The SRO will work in conjunction with school personnel (guidance counselors, school social workers, and psychologists) in making appropriate referrals to other community agencies.
 6. The SRO will share and preview appropriate films, slide presentations, and written material with students, teachers and counselors.
 7. The SRO can be available for parent/student conferences in a school setting or at the police department.
 8. The SRO will be a liaison between the police department, school, and the community.
 9. The SRO will provide an opportunity for other police officers to present programs and better understand the problems of youth in the community. Provisions should be made for members of the law enforcement community to make visits in schools served by the police/school liaison officer. This provides for better understanding between youth, community, police, and the school.
 10. The SRO should be invited to attend formal faculty meetings. This will promote positive communication between school staff and the SRO.
 11. The SRO may invite any concerned teachers, counselors, or administrator to any activity/seminar that deals with youth problems and perspectives. The school, in turn, should feel free to invite the SRO to any mutual program within their system.

12. The SRO shall provide, upon request, a copy of statutes and other pertinent information he/she has available. The SRO can consult with library and media staff regarding appropriate law-related material that they may wish to have.
13. The SRO can handle problems within the school setting that fall within the scope of juvenile delinquency investigations. Although the SRO's prime responsibility is prevention, frequently the SRO will be involved in the investigation of cases.

II. SCHOOL RESOURCE OFFICER ACTIVITIES THAT WILL BENEFIT BUSINESS ESTABLISHMENTS WITHIN THE SCHOOL AREA. (SCHOOL AREA IS DEFINED AS THOSE AREAS, USUALLY IN THE IMMEDIATE AREA OF THE SCHOOL, WHERE THE STUDENTS CONGREGATE DURING THEIR FREE TIME, BEFORE AND AFTER SCHOOL AND AT NOON HOUR.):

1. The SRO will contact local businesses and explain his/her function as to the type of situation he/she (SRO) will handle and which situations are more appropriately handled by other officers in the police department.
2. The SRO will contact businesses operating within the school area to discuss problems involving students, potential solutions, and any other area of concern the businesses may have regarding the students.
3. The merchants will have the SRO's card with telephone number for ready contact in case of problems pertaining to students.
4. The SRO will advise youth as to appropriate behavior expected of any person who enters business establishments.
5. The SRO will use his/her discretion in controlling situations or violations of law involving students who are causing problems for business places. He may recommend various solutions to existing problems and act as a liaison between the student and the business establishments.
6. The SRO can assist and be available to other investigative units when working with students on crimes that involve businesses. The SRO will know the modus operandi of youth because of his/her exposure to them on a daily basis.
7. The SRO can conduct classroom discussions on shoplifting and other law violations and their consequences. These discussions will educate students and increase awareness.

III. SCHOOL RESOURCE OFFICER ACTIVITIES THAT BENEFIT THE RESIDENTIAL AREA AROUND THE SCHOOL:

1. The SRO will become the neighborhood police officer. His/her presence will afford the residents an opportunity to air their feelings about students along with any other concerns they may have.
2. The SRO will discourage trespassing and vandalism in the residential community around the school area.
3. The SRO will know the area where youth live and congregate and the problems this may pose for neighbors in the school area. He/she will enforce laws and communicate to youth, proper behavior, and attitudes toward the residential community.
4. The SRO will investigate any and all suspicious persons seeking to utilize students for their own gains.
 - a. Drugs/alcohol consumption
 - b. Sexual activities
 - c. Contributing to delinquency, etc.
5. Because of the officer's liaison responsibility, he/she is able to utilize the resources of the residential community when solving problems involving youth. This, at times, requires confidentiality between the SRO and the neighborhood residents. He/she will seek to gain their confidence and trust by the professional handling of the various problems.
6. The SRO will be a link between school area residents and school authorities.
 - a. He/she will assist school authorities regarding problems neighbors may have with students during their free time.
 - b. The SRO will generate communications between neighborhood and school to minimize rumors and prevent future problems.
7. The SRO can be available during the school year to provide preventive patrol around the school area.
8. The SRO's name, business telephone number, and other information will be made available to residents within the school area. Residents shall be encouraged to contact the SRO for any problem or concern they have involving students.
9. The SRO can be a resource to residents in regard to the availability of

other agencies in the community that may more appropriately solve their problem.

IV. SCHOOL RESOURCE OFFICER ACTIVITIES THAT BENEFIT PARENTS AND FAMILIES:

(Parents in this context mean biological parent, adoptive parent, guardian, or legal custodian)

1. The SRO will provide a liaison between family members and the police department in a non-stressful situation. Juveniles will have the opportunity to openly discuss their positive relationships with a police officer.
2. The SRO provides parents with a trustworthy and confidential source of counsel if problems are occurring with their children and serves as a resource person for them (information and referral).
3. The SRO will be available to make presentations to parent groups concerning topics within his/her area of expertise.
4. The SRO will arrange for student/parent conferences when appropriate.
5. The SRO will work in conjunction with other school personnel to aid parents with necessary referrals to community agencies.

V. SCHOOL RESOURCE OFFICER ACTIVITIES THAT BENEFIT YOUTH:

1. The SRO will serve as a contact person for students who have questions or concerns regarding the law as it affects them.
2. The SRO will be available to students in a convenient and confidential setting wherein a student may feel at ease in reporting crimes committed against him/her or his/her property.
3. The SRO program will provide students with an opportunity to get acquainted with a police officer in an informal non-authoritarian setting by placing a SRO within a school and/or its feeder system.
4. The SRO provides students with the opportunity to discuss conditions in the home, school, or community that they feel affect them.
5. The SRO arranges for student/parent conferences when appropriate.
6. The SRO works in conjunction with other school personnel to facilitate appropriate referrals to community agencies.
7. The SRO serves as an additional reference that students can use for

employment purposes.

8. The SRO will provide, when necessary, for the safety and protection that some students need from others.

VI. SCHOOL RESOURCE OFFICER ACTIVITIES THAT BENEFIT MEMBERS OF THE POLICE DEPARTMENT:

1. The SRO will assist with in-service training for other officers regarding juveniles, their problems, concerns, and frame of reference.
2. The SRO will provide in-service training for other officers regarding the school, its goals, procedures, and problems.
3. The SRO will provide in-service training for other officers regarding parental response to problems that juveniles experience.
4. The SRO will act as an in-house officer to serve as a resource to the juvenile division in investigative work, when appropriate.
5. The SRO will alert the police department to potential problems in the community before they erupt.
6. The activities of the SRO in other areas of the community should enhance the image of the individual officer and the department as a whole. This, in turn, should better enable the department, from the chief to patrol officers, to more effectively carry out their respective responsibilities.
7. The school resource officer program enables the police department to engage in prevention activities.

**MEETING MINUTES
PUBLIC SAFETY COMMITTEE MEETING
AUGUST 6, 2018
GERMANTOWN VILLAGE HALL BOARD ROOM**

CALL: The meeting was called to order at 5:30 p.m. by Chairman Hughes.

ROLL CALL: Chairman Hughes, Trustee Myers and Trustee Wing were present. Trustee Warren was absent and excused.

Also present were Chief Hoell and Clerk Boldrey. Interim Fire Chief Delain arrived at 6:04 p.m.

PUBLIC COMMENT: none.

APPROVAL OF MINUTES: a motion was made by Wing, seconded by Myers, to approve the minutes of the July 2, 2018 Public Safety Meeting and the July 16, 2018 Special Public Safety Meeting. Motion carried unanimously.

A motion was made by Wing, seconded by Myers, to go to Item A under Unfinished Business, New School Resource Officer Position. Motion carried unanimously.

NEW SCHOOL RESOURCE OFFICER POSITION – POLICE DEPARTMENT: Hoell advised the School Board placed a full time School Resource Officer (SRO) in their budget for Kennedy Middle School for the 2018/2019 school year, with a final vote to be taken at the August 13 meeting. He advised the school would cover 75% of wages/benefits and the Village would cover the remaining 25%. He advised that if this position is approved the department would place a current officer in the SRO position and hire a new officer for the open position. The department was requesting the committee to send this item to Village Board with a positive recommendation with the understanding that the School Board has the final vote for approval of the SRO position.

A motion was made by Wing, seconded by Myers, to forward this item to Village Board with a positive recommendation. Motion carried unanimously.

A motion was made by Wing, seconded by Myers, to go to New Business Items next. Motion carried unanimously.

OPERATOR'S LICENSES: Jordan Doro, Michelle Ernest, Adrian Knowles-Brown, Rachel Krainer, Genevieve LaLonde, Amanda Mueller, Shauna Petri, Steven Schwendtner [Recommended Approval]: a motion was made by Wing, seconded by Myers, to forward the applications for Operator Licenses as presented to Village Board with a recommendation of approval. Hoell advised there were no objections from the police department. Motion carried unanimously.

ST. BONIFACE CONGREGATION, TEMPORARY CLASS B FERMENTED MALT BEVERAGE AND WINE FOR BONIFEST, SEPT. 1, 2018, W204 N11940 GOLDENDALE ROAD: a motion was made by Wing, seconded by Myers, to forward this application to Village Board with a positive recommendation. Hoell advised the police department had no objections to this application. Motion carried unanimously.

GERMANTOWN HISTORICAL SOCIETY, TEMPORARY CLASS B FERMENTED MALT BEVERAGE AND WINE FOR ANNUAL HUNSRUCKER OKTOBERFEST, SEPTEMBER 29, 2018, DHEINSVILLE HISTORIC PARK, N128 W18780 HOLY HILL ROAD: a motion was made by Wing, seconded by Myers, to forward this application to Village Board with a positive recommendation. Hoell advised the police department had no objections. Motion carried unanimously.

ANIMAL FANCIER ESTABLISHMENT LICENSE FOR GARY & CHERYL SUCKOW, W217 N9797 WHITEHORSE DRIVE: a motion was made by Wing, seconded by Myers, to approve this application. The applicant, Mr. Suckow, was present and advised they currently have 3 dogs and want to get a 4th. Clerk Boldrey advised letters were sent out to neighbors and there were no responses or objections.

Discussion followed with Hughes noting that past applicants were reminded that the permit is for the dogs listed on the application. Wing commended the applicant for their commitment to rescue dogs and asked if the dogs are kept inside or out. Mr. Suckow advised the dogs are kept inside and there is no excessive barking. Motion to approve carried unanimously.

A motion was made by Wing, seconded by Myers, to skip items E and F for now since Delain was not present and continue with Item G, Ultra Mart Food LLC. Motion carried unanimously.

ULTRA MART FOOD, LLC, D/B/A PICK N SAVE #6357, N112 NW16200 MEQUON ROAD, MODIFICATION TO PREMISE TO INCLUDE 1 STORY RETAIL GROCERY & LIQUOR, INCLUDING THE EXTERIOR PARKING STALLS SPECIFICALLY DESIGNATED FOR ONLINE MERCHANDISE ORDER/PICK UP SERVICE, & PATHWAY UTILIZED TO ACCESS PARKING STALLS. ALCOHOL SOLD & DISPLAYED THROUGHOUT STORE. LIQUOR STORAGE IN NORTHWEST CORNER. RECORDS ON SITE: Clerk Boldrey advised that Pick n Save was requesting this modification to allow customers to place orders online and pick up these orders at the designated stalls in their parking lot. She added this practice is already done at other locations such as Wal Mart. Hoell stated the police department has no objections.

A motion was made by Myers, seconded by Wing, to forward this modification to premise for Pick n Save to Village Board with a recommendation of approval. Motion carried unanimously.

STREET SIGN APPROVAL – PRAIRIE GLEN PHASE II SUBDIVISION: Public Works Director Ratayczak requested approval from the Committee for proposed street signage for the Prairie Glen Phase II subdivision which includes stop signs and speed limit signs.

A motion was made by Myers, seconded by Wing approve the signage as presented. Discussion followed with Ratayczak noting that current ordinance requires street sign approval from Public Safety so the official traffic map can be amended, Hoell advised that ordinance was made to apply to signage changes to existing streets/subdivisions, whether added or removed. Hughes noted that the wording in the ordinance should probably be updated and Ratayczak could bring it before GGF. Myers noted that this same issue was brought up in the past and the Clerk's Office was going to look into it, so there may be some startup paperwork. Motion to approve signage carried unanimously.

POLICE DEPARTMENT MONTHLY REPORT: Hoell reported on the following:

- the department's NAC Night Event would be taking place the following evening, 08/07/18, at the police department, Western Avenue would be closed from 5:00 – 8:00 p.m., and the event would include activities, food and demonstrations
- last week the department hosted ALICE Training at Crossways Church
- some department members attended the funeral for the Milwaukee Police Officer along with the Honor Guard
- written monthly report shows no major changes from last year
- Hatto stuffed dogs are being sold as a fundraiser for the K9 Unit for \$15 each
- Wing questioned whether the department does car seat installs, Hoell advised the department has one officer and one dispatcher who are certified to do car seat installs. He added it is a free service and an appointment is needed.

OVERTIME REPORTS:

Police Department – Hoell advised the department overtime numbers are tracking normally.

POLICY UPDATES FOR POLICE & FIRE DEPARTMENT:

Police Department - none

Fire Department – none

FIRE DEPARTMENT MONTHLY REPORT: a motion was made by Wing, seconded by Myers, to postpone the fire department monthly report until next month's meeting. Motion carried unanimously.

A motion was made by Wing, seconded by Myers, to go to Item E, Resolution 64-2018, under New Business. Motion carried unanimously.

RESOLUTION 64-2018, APPROVAL TO HIRE ONE FULLTIME FIREFIGHTER/

PARAMEDIC: Wing advised he was surprised to see this item on the agenda for Village Board which is following right after the Public Safety Meeting. He said he would like a chance to further review this item and see some facts regarding the need for an additional firefighter, and questions about the paramedic position. Wing stated he would like to see the numbers for financing this position. Wing also noted that by putting this matter on the Board agenda immediately following Public Safety, the public does not get an opportunity to contribute their thoughts or concerns and he feels that transparency on these matters is important to the community. He recommended that the Committee should be allowed the time to effectively review this item before passing it on to the Village Board with their recommendation.

Interim Fire Chief Delain arrived at this time, 6:04 p.m.

Hughes summarized the concerns expressed by Wing for Delain and added there was not enough information provided to the committee concerning the costs for this position. Delain advised the position would cost \$36,000 through the end of this year, and funds were available in the budget due to the open fire chief position. Wing questioned whether there was a pay structure set up for paramedics, Delain responded that there is not and that would be addressed in negotiations which are currently underway.

Further discussion followed with Wing requesting that this item come back to Public Safety with information regarding the costs of this position provided. He also questioned whether this item should go before GGF Committee first. Wing then made a motion to amend the motion on the floor that this agenda item be brought back to Public Safety at next month's meeting. Hughes seconded the amended motion which carried 2-1 with Hughes and Wing voting aye, Myers voting nay.

RESOLUTION 65-2018 APPROVAL TO CLOSE FIRE STATION #1: a motion was made by Myers to forward this resolution to Village Board with a recommendation of approval. Wing seconded the motion and stated he would prefer to see this item postponed with the previous agenda item until next month's meeting but was in agreement that the station should be closed. Discussion followed regarding the condition of Station 1 and how personnel/equipment would be affected by the closing. The consensus among committee members was that Fire Station 1 was beyond repair and should be closed. Motion carried 2-1 with Wing and Myers voting aye, and Hughes voting nay.

NEXT MEETING: due to the Labor Day holiday, Hughes advised the September meeting would be held on Monday, September 17, 2018 at the Police Department Annex at 5:30 p.m.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:28 p.m.

Recorded by,

Julie L. Barth
Secretary

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 70-2018

**APPROVING SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE VILLAGE AND SCHOOL DISTRICT REGARDING THE
SCHOOL RESOURCE OFFICER (SRO) PROGRAM**

WHEREAS, the Village Board and School District entered into an intergovernmental agreement for a School Resource Officer in 2009; and,

WHEREAS, attached is an amended intergovernmental agreement allowing for two full time equivalent School Resource Officers; and,

NOW, THEREFORE BE IT RESOLVED, by the Village Board of the Village of Germantown, that the Intergovernmental Agreement by and between the Village and School District Regarding the School Resource Officer is Hereby Approved; and,

BE IT FURTHER RESOLVED that the Village President and Village Clerk are hereby authorized to execute and deliver the same.

Introduced by: _____

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna L. Boldrey, WCMC/CMC
Village Clerk

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

MEETING DATE: September 17, 2018

AGENDA ITEM: Consent

ITEM TITLE: Replacement of Engineering Plotter/Scanner/Large format Copier

SUBMITTED BY: Bob Beilfuss, P.L.S. Civil Eng. III, Village Surveyor

SUMMARY EXPLANATION:

The Engineering Department Plotter/Scanner/ Large format copier needs replacement due to increased use, change in use, age and availability of replacement parts.

The existing plotter model (Oce ColorWave 300) is out of production and no longer carried in the manufacturer's inventory. We have been informed that this model is at its "end of life" so we can expect replacement parts to become hard to obtain.

The proposed replacement (Oce ColorWave 500) will have the same plotting, scanning and copying abilities as the current one, but will have the benefit of less replacement parts and faster print speeds. Print resolution has improved since the existing plotter was purchased. This is an important factor considering the increased use of aerial photography on construction plans, large scale mapping and planning and project specific exhibits used for meetings and design purposes.

The approved 2018 Village Budget includes \$20,000 for replacement of this equipment replacement. The Department received two (2) quotes from local vendors for a comparable replacement machine that can handle the current needs from not only Engineering but the other departments (Park and Recreation, Highway, Planning, and Building Inspection) that make use the machine as well.

The proposals received are attached. The total purchase price is \$19,750.00.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __x__

- Proposals received

RECOMMENDATION:

The Public Works & Highway Committee unanimously approved a proposal from AE/Graphics in the amount of \$19,750 for the purchase of the Engineering Plotter/Scanner/Large Format Copier. Funds to be allocated from Acct. #40-541-570-8400.

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.

August 28, 2018

Bob Beilfuss
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

Dear Bob,

Thank you for your interest in A/E Graphics and the Océ/Canon brand. We at A/E Graphics are committed to providing better service to our customers since 1976. Our overall value is hard to beat.

On the attached page, you will find details related to the following machine(s): Océ ColorWave 500.

I hope that this provides you the information you need to take the next step towards an important need for your business. When you are ready, please contact me anytime and I can send you our agreement.

Yours truly,



Tom Taubenheim
President

www.aegraphics.com

Brookfield
4075 N. 124th Street, Suite A, Brookfield, WI 53005 • T: (262) 781-7744 • F: (262) 781-4250
Milwaukee
207 E. Buffalo Street, Suite 32LL, Milwaukee, WI 53202 • T: (414) 225-9870 • F: (262) 781-4250

Canon 
CANON SOLUTIONS AMERICA

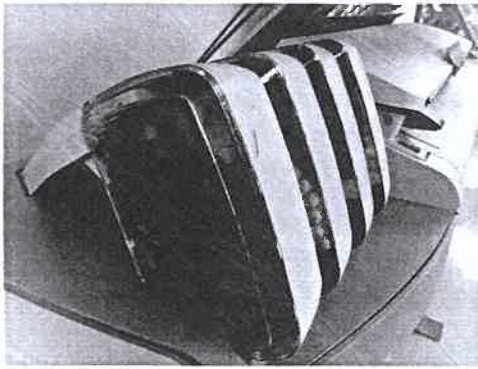
14 Reasons Why A/E Graphics Is *A Better Plan*

1. A/E Graphics has over 40 years of experience in the reprographic industry.
2. We are a loyal Océ wide format print user in our production departments since 1995.
3. Océ and Canon Authorized sales and servicing wide format dealer for over 10 years.
4. Océ Certified Technicians with over 30 years of experience are continually trained.
5. Océ Certified Integration Specialist with over 25 years of experience are continually trained.
6. We understand that when you have a print quality issue or your machine goes down, you need it repaired quickly! We want your equipment to be serviced how we expect our own print machines to be serviced. While we have a maximum 4 hour service response time, many issues are resolved in 30 minutes or less.
7. Our agreements cover virtually everything bumper-to-bumper like drums, scanner glass and imaging devices. These are some of the more costly parts we include that most others do not.
8. Priority backup or overflow printing capabilities at our offices.
9. We remote monitor your machine so you no longer have to provide monthly meter readings.
10. We hand deliver supplies on a routine schedule directly to your machine or designated spot and rotate your stock.
11. We are one of a handful of wide format dealers nationwide that has automated service support software to reduce billing and supply fulfillment errors.
12. Priority backup or overflow printing capabilities at our offices
13. Exclusive discounts on color graphic work through Epic Color, a division of A/E Graphics, Inc.
14. A/E Graphics is the largest Océ dealer in Wisconsin and one of the top 10 in the country. This gives us leverage and price flexibility.

A/E Graphics is ***A Better Plan***.

Equipment Proposal





Product Highlights

- **Océ ColorWave® 500** large format printing system is based on the proven award-winning Océ CrystalPoint technology. This compact all-in-one system serves as both a color and black & white printer, copier and scanner in an easy-to-use single footprint.
- Effortlessly handles multiple applications ranging from B&W and color CAD, GIS and full color graphics on a wide variety of media, including plain paper for a lower cost of operation.
- Increase your efficiency and decrease operating costs by consolidating multiple inkjet devices into an all in one device
- The unique Océ TonerPearl® technology makes for a totally clean system: there's no fine dust, no odor and minimal waste disposal.

Technical Specifications

- Up to 225 D-size prints per hour with zero dry time for instantly usable, waterfast prints with multiple finishing options such as online folders, media take up unit and stacking options.
- The 42-inch wide printer holds up to four media rolls, each containing up to 650 feet of media for interrupted printing.
- Single footprint scanner option as well as and multiple finishing options for stacking/folding of technical documents
- PAINT Technology measures and corrects any changes/variations in nozzles and drops sizes, ensuring high quality & consistency between the first print out to the last. No user maintenance required!
- Océ Publisher Select™ 3 provides an interactive preview showing the effects of selected settings on the output to avoid misprints.

Investment

Océ ColorWave 500 All-In-One Wide Format Plotter – What's Included?

- 1 – Océ ColorWave 500 Printer
- 1 – Océ Image Logic Color Scanner
- 2 – Aluminum 42" wide roll spindles with paper guidelines
- Océ POWERsync controller with Windows 8 embedded
- Océ Scan Logic® software — Scan to multipage PDF/TIFF/JPEG in color
- Adobe® PDF License
- Digital QC Power Filter (\$170 value)
- Delivery and installation by A/E Graphics - Océ certified hardware technicians
- System integration by A/E Graphics - Océ certified technical/IT software specialists
(includes installing drivers on network server and/or 2 workstations)
- Unlimited training

Model	Outright Sale Price	Current Promotions
Océ ColorWave 500	\$36,935 MSRP	
Trade-in	-\$3,000	
Gold+ Dealer Discount	<u>-\$14,185</u>	
Total Investment	\$19,750	47% off MSRP with trade in

A/E Graphics will pick up and remove two existing machines at no cost as part of this proposal. Pricing exclusive of tax.
Pricing valid if ordered placed by October 19, 2018 with install by October 31, 2018.

All-in-One Maintenance Plan

Océ ColorWave 500 Maintenance Plan Details

- Unlimited service (travel, labor, parts including imaging devices and scanner glass-no limitations)
- Unlimited software support and updates
- Automated remote meter readings

Maintenance Plan 0k/sqft
\$178 per month, plus usage at \$0.044/sqft

Consumables not included.



Proposal

Village of Germantown



Equipment

KIP 860 (Color Plotter and Scanner)

- 36" Color Plotter
- Two Rolls of Media
- Up to 10 D Size Plots per Minute
- 36" Color Scanner
- System K Print Submission Software
- Scan to File, Scan to Copy
- Vertical Stacker and PDF Printing
- KIP Accounting and Cost Center Software
- Delivery, Installation, and Training
- \$23,944.00



Special Conditions

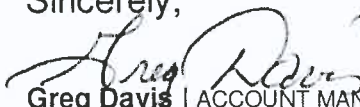
- Delivery, Installation, and Training are included in this quote
- This quote is valid through April 30th, 2018
- Quote does not include the appropriate taxes

Additional Services

- A Variety of Service Agreements are Available (Contact for Pricing)
 - Service Only
 - Service and Toner
 - Service, Toner, and Paper

Thank you for your time and consideration of this proposal.

Sincerely,


Greg Davis | ACCOUNT MANAGER
gdavis@bpcolor.com



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

MEETING DATE: Sept 17th, 2018

AGENDA ITEM: Consent

ITEM TITLE: Consideration to purchase hydrants, valves and associated fittings.

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting to purchase fire hydrants, gate valves and fittings necessary to replace nonfunction fire hydrants and gate valves that were identified after our spring hydrant flushing program. Another supplier was contacted for a price comparison and the costs were competitive.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

The Public Works Committee unanimously approved the purchase of water distribution materials to replace nonfunctioning hydrants and gate valves from Ferguson Waterworks at a cost not to exceed \$27,895.11. Funds to be allocated from Acct. #50-180-183-3430.

COMMITTEE ACTION:

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

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 71-2018

**FIRE SPRINKLER REPLACEMENT - VILLAGE HALL IN AN AMOUNT NOT TO
EXCEED \$37,750**

WHEREAS, the Village of Germantown will contract for the replacement of the fire sprinkling main piping at the Village Hall; and,

WHEREAS, the Public Works Committee met on September 11, 2018 and recommended authorization to contract Ahern to perform the necessary replacement of piping for the fire sprinkler at Village hall at a cost of \$37,750.00; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the replacement of the fire sprinkler piping at the Village Hall by Ahern at a cost not to exceed \$37,750.00

Introduced by: _____

Adopted: September 17, 2018

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna L. Boldrey, WCMC/CMC
Village Clerk

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

MEETING DATE: Monday September 17, 2018
AGENDA ITEM: Consent Agenda
ITEM TITLE: Fire Sprinkler Replacement VH
SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

As part of the 2018 Buildings major repair budget \$40,000 was allocated for replacing the fire sprinkling main piping at the Village Hall. A number of leaks are occurring causing problems for the system. Staff solicited pricing from 5 area contractors. Three showed interest and two provided quotes. The first number provided is for work to be done during standard working hours and the other figure is for the work to be performed during "nonbusiness" (night) hours.

Ahern **\$35,050/\$37,750**

United States Alliance Fire Protection \$50531/\$71,514

Mared Mechanical

Design Build fire Protection

Grunau

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Committee unanimously recommends Ahern in the amount \$37,750, with the amount not to exceed \$40,000. If there is any cost over the \$37,750 staff shall report back to the PW committee. If approved funds shall be allocated from Building line item 10-519-570-8201.

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.

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

MEETING DATE: September 17, 2018

AGENDA ITEM: Consent Agenda

ITEM TITLE: Discussion and possible action regarding the Stormwater Quality Management Plan Update Proposal

SUBMITTED BY: Eric Nitschke, P.E., Village Engineer

SUMMARY EXPLANATION:

In 2017 Germantown applied for an Urban Nonpoint Source Water Pollution Abatement and Stormwater Management Grant with the Wisconsin Department of Natural Resources (WDNR). A grant was awarded to the village in an amount of \$60,000 with a cost-share percentage of 49.8%, and the grant agreement was signed by village staff in January of 2018.

The Village of Germantown completed a stormwater pollution modeling analysis in 2008. That analysis determined the Village was in compliance with water quality discharge requirements at the time. The intent of the proposed project is to update the 2008 stormwater plan to bring it in line with recent policy and procedure changes made by WDNR. Plan updates include a pollution loading analysis, erosion control ordinance updates, post construction stormwater management updates, and proposed stormwater control practices for the Village's MS4 permit.

Based on the specific professional experience of staff at Ruekert & Mielke and GRAEF I reached out to their staff requesting a letter proposal for completing the services outlined in the Nonpoint Source Grant Agreement. Due to the nature of the proposed professional services, no competitive bidding process was undertaken.

The Village has currently budgeted \$98,000 for MS4 program evaluation and improvements. The proposed scope of work amounts to \$120,500, of which \$60,000 is grant eligible. Therefore, it is anticipated that the Village would ultimately expend \$60,500 to complete the proposed Stormwater Quality Management Plan update.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

Wisconsin Department of Natural Resources Planning Grant Agreement
GRAEF-USA and Ruekert & Mielke Stormwater Quality Management Plan Update proposal

RECOMMENDATION:

Staff recommends that the Village Board award the Stormwater Quality Management Plan update to the team of GRAEF and Ruekert and Mielke in the amount of \$120,500 for services as proposed. The Public Works and Highway Committee approved staff's recommendation with a 3-0 vote on Tuesday, September 11.

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.



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One Honey Creek Corporate Center
125 South 84th Street, Suite 401
Milwaukee, WI 53214-1470
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

September 6, 2018

Eric Nitschke, PE
Village Engineer
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022-0337

Subject: Stormwater Quality Management Plan Update
Urban Nonpoint Source Grant

Dear Eric,

The Village of Germantown faces increased storm water regulations due to the upcoming Municipal Separate Storm Sewer System (MS4) Permit reissuance and the Milwaukee River Basin TMDL pollutant reductions that are anticipated to be incorporated into the MS4 Permit. The Village of Germantown has taken a proactive approach to understanding and meeting these regulations and their impacts to water quality and municipal budgets by applying for and obtaining an Urban Non-Point Source Planning Grant to plan and implement projects in the Village. Graef-USA, Inc. and Ruekert & Mielke, Inc., have teamed up to provide our combined experience and expertise in storm water management planning and TMDL planning to the Village of Germantown.

The team of GRAEF and Ruekert & Mielke has teamed with one another since 2012 to provide similar planning and implantation efforts throughout southeastern Wisconsin. We will bring our experience, knowledge, and successful partnership approach to produce a cost-effective storm water management plan that will guide the Village's storm water program for years to come. Attached to this proposal are resumes of key staff and sample projects that detail our qualifications.

Expression of Interest

The team of GRAEF and Ruekert & Mielke is interested in working with the Village of Germantown to develop a storm water management plan to address the Total Suspended Solids (TSS) and phosphorus reductions described in the recently approved Milwaukee River Basin TMDL. The Village's next MS4 permit is expected to include requirements to work toward these new TMDL pollutant reduction goals. Our team has the knowledge and expertise to provide the Village with a dynamic, implementable plan to meet the MS4 permit and TMDL goals while taking into consideration Village goals and priorities.

Project Understanding

In January of 2008, the Village completed a stormwater pollution modeling analysis using WinSLAMM. That analysis determined the Village of Germantown was in compliance with water quality discharge requirements at the time. Since then, the WDNR has implemented new policies and procedures for stormwater pollution analysis under its MS4 permit and



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issued TMDL analyses for both the Rock River and Milwaukee River basin. This project is an update of the 2008 stormwater plan.

Under this Stormwater Management Plan update WinSLAMM will be used to update the pollution loading analysis based on the most recent WDNR guidance for purposes of comparison with the Waste Load Allocations found in the Rock River and Milwaukee River TMDL reports.

This update also includes updates to a number of Village ordinances including: erosion control, post construction stormwater management, and illicit discharge prohibition.

Germantown received an Urban Non Point Source (UNPS) Grant from the Wisconsin Department of Natural Resources to partially fund the update.

For this Project, GRAEF proposes to provide the Scope of Services as provided by the Village in its UNPS Grant application. The application is attached to this proposal.

Schedule

- The project will begin within one week of approval by the Village Board – anticipated in September of 2018.
- Delivery of Draft Final report to WDNR for review and comment by October 31, 2019.
- Incorporate comments from Village and WDNR into the Draft report and delivery of a final report by December 31, 2019.
- A detailed schedule with milestone deliverables will be developed at a kick off meeting with Village staff at the onset of the project.

Compensation

For all Basic Services, we propose a lump sum amount of \$120,500. This fee breaks down in the following way:

Establish TMDL No Control (Base) Load.....	\$11,000.00
Grass Swale Infiltration Testing.....	\$10,000.00
Establish with Controls (Existing) Conditions TMDL Load.....	\$44,000.00
Evaluate Proposed Storm Water Control Practices for MS4 Permit.....	\$27,000.00
Prepare Report.....	\$13,500.00
Review and Update Ordinances.....	\$6,500.00
<u>Meetings/Presentations.....</u>	<u>\$8,500.00</u>
Total	\$120,500.00



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Graef-USA Inc. looks forward to providing services to the Village of Germantown.

Sincerely,

Graef-USA Inc.

A handwritten signature in black ink, appearing to read "Matthew J. Bednarski".

Matthew J Bednarski, PE
Associate

A handwritten signature in black ink, appearing to read "Michael N. Paulos".

Michael N Paulos, PE
Principal

MATTHEW J. BEDNARSKI, PE, ENV SP

TEAM LEADER, CLIENT CONTACT, ASSOCIATE

matthew.bednarski@graef-usa.com • 414.266.9043

PROFILE

For 22 years, Matt has refined his experience and expertise in large and collaborative efforts on a number of watercourse and public works projects. He is a project manager and municipal engineer specializing in water resource projects. Matt's experience encompasses project management, contract administration, client relations, construction supervision, storm water management and modeling, community relations, and special assessments.

EDUCATION

- Executive M.B.A., 2014, University of Wisconsin-Milwaukee Milwaukee, WI
- B.S., Civil Engineering, 1998, University of Wisconsin-Milwaukee Milwaukee, WI

REGISTRATIONS & AFFILIATIONS

- Professional Engineer-WI
- ISI Envision® Sustainability Professional
- American Public Works Association - Public Relations Committee Chair
- Water Council Talent and Education Committee - Co-Chair
- AWWWA WI - Management Committee

Matt has over 2,375 hours on 18 in six years at GRAEF.

Dozens of projects and tens of thousands of hours in 16 years prior with other firms.

EXPERIENCE

Mid-Moraine Water Quality Collective, Ozaukee and Washington Counties, WI - Project Manager:

Collaboration among 12 communities and two counties to meet upcoming TMDL standards on the Milwaukee River. The Collective includes engineering expertise, non-governmental organization partners for public outreach, regulatory experts, and funding partners to lead communities to meet water quality goals, economic goals, and collaboration goals. Matt was instrumental in organizing and leading this group into its genesis. Matt's role continues to include finding creative and innovative ways to meet TMDL standards and find funding for future projects.

On-Call Engineering Services for Watercourse Facilities, MMSD, Milwaukee, WI Contract Manager:

Develops project teams for any given task and coordinates scope, schedule, and fee development. Responsible for quality assurance and quality control for these tasks. GRAEF serves as the contract manager, project manager, and overall quality control coordinator for a diverse team of engineering, geomorphic, landscape architecture, field, and environmental professionals for various on-call watercourse needs of the District.

Kinnickinnic River Rehabilitation, MMSD, Milwaukee, WI - Project Manager:

Manages a large team of regional and local experts for this long-term flood risk reduction project for the MMSD. Project includes long-range planning for Milwaukee County Parks facilities, bridge improvements, and stakeholder and public outreach and involvement. Organizes and manages many team members to allow the technical experts to excel without needing to navigate a difficult project from a public and political point-of-view.

Storm Water Management and Floodplain Compliance, General Mitchell International Airport, Milwaukee, WI - Storm Water Engineer:

Design of storm water management quantity and quality systems for compliance with City of Milwaukee, Milwaukee County, and MMSD storm water ordinances and rules. Floodplain compliance with City of Milwaukee Floodplain ordinance including flood-proofing and floodplain fill.

Mequon-Thiensville Dam Fish Passage, Ozaukee County, City of Mequon Village of Thiensville, WI - Project Manager:

Completed design, construction documents, bidding, and construction management of a fish passage channel around the dam on the Milwaukee River. This project included fish passage channel design, floodplain compliance, constructability review, and grant funding management. Project involved complex coordination between the County, City, Village, WDNR, NOAA, and contractors.

MAUREEN A. MCBROOM

ENVIRONMENTAL COORDINATOR/PROJECT MANAGER, Waukesha/Milwaukee Locations

mmcbroom@ruekert-mielke.com • 262.542.5733

PROFILE

Maureen is dedicated to the protection and improvement of Wisconsin's natural resources through close collaboration with municipalities, partner groups, and citizens. A focus on communication and relationships allows Maureen to produce effective, efficient solutions to improve our water resources. From grant writing, to planning, to collaboration on physical and construction improvements, Maureen shares insights and direction to move projects toward completion. Maureen has been participating on a wide variety of projects at R/M since 2015.

EDUCATION

- B.S. Environmental Science - Carroll College (University)
- Wetland Delineation Training - University of Wisconsin, LaCrosse

REGISTRATIONS & AFFILIATIONS

- Southeastern Wisconsin Watersheds Trust (Sweet Water) board member
- Member of ACEC Leadership Institute Class of 2018
- NASECA Certified Erosion Control Inspector
- NASECA WI Project Committee Co-Director
- Founding member of the Rock River Storm Water Group (2008)
- Former member of the Rock River TMDL Implementation Team (internal DNR team)

Maureen has over 875 hours on 10 storm water projects focusing on MS4 program development, TMDL planning, and storm water plan development.

EXPERIENCE

**includes project experience prior to joining R/M*

Storm Water Management/TMDL Planning

Drafted and developed community-wide storm water plans to manage storm water and improve water quality, specifically addressing TMDLs.

City of Oconomowoc, WI; Village of Dousman, WI; Village of Hartland, WI; Village of Fox Point, WI; Village of Slinger, WI; Village of Saukville, WI

TMDL Implementation

Mid-Moraine Water Quality Collective - collaborating with municipalities, consulting firms, and non-profit groups to find cost-effective and common sense solutions to water quality improvement goals in the Milwaukee River watershed.

Waterway Improvement Projects

Beaver Creek Naturalization project, Village of Brown Deer, WI: remove concrete lining from streambed and improve habitat; Spring Creek Daylighting project, Village of Sussex, WI: create open stream channel instead of piped stream system; Genesee Roller Mill Dam removal project, Town of Genesee, WI: remove dam and impoundment on trout stream

Water Quality Planning

City of Waukesha, WI - Frame Park Creek / Upper (IL) Fox River Sub-watershed; Mason Creek Sub-watershed, WI - Mason Creek River Protection Group

Additional Experience

Applied for and obtained grant funding for storm water, lake access, stream restoration projects.

Past Member of the SEWRPC Regional Chloride Impact Study Technical Advisory Committee.

SWWT Regional Green Infrastructure Roundtables - participant.

Managed urban storm water grant program (construction and planning grants) for three counties.

Assisted with drafting and revising Waukesha County erosion control and post-construction storm water ordinance through the Waukesha County Storm Water Advisory Council (SAC).

PROJECT EXPERIENCE



Key R/M Staff

- Dave Arnett, P.E. (R/M)
- Maureen McBroom (R/M)
- Matt Bednarski (GRAEF)

Owner Representative

- Andy LaFond
Director of Public Works
262.242.0180
alafond@village.thiensville.wi.us
- Project Start: 2015
Project On-Going
Consultant Fee: \$60,000
Total Project Cost: \$120,000

Services Provided

- Wastewater planning
- Storm water planning
- Storm water modeling
- Permit compliance
- Agricultural runoff modeling
- Project Coordination and Management

MID-MORaine WATER QUALITY COLLECTIVE OZAUKEE/WASHINGTON COUNTIES

Project Description

The combined compliance effort of municipalities in the northern portion of the Milwaukee River Basin is called the Mid-Moraine Water Quality Collective (MMWQC). Ruekert & Mielke, Inc. (R/M) and GRAEF are collaborating to assist 14 municipalities and counties in meeting Milwaukee River Basin TMDL pollutant reduction requirements. The Milwaukee River Basin TMDL requires entities within the basin (wastewater treatment facilities, MS4s, etc.) to meet wasteload allocations for total suspended solids, phosphorus, and bacteria. R/M and GRAEF

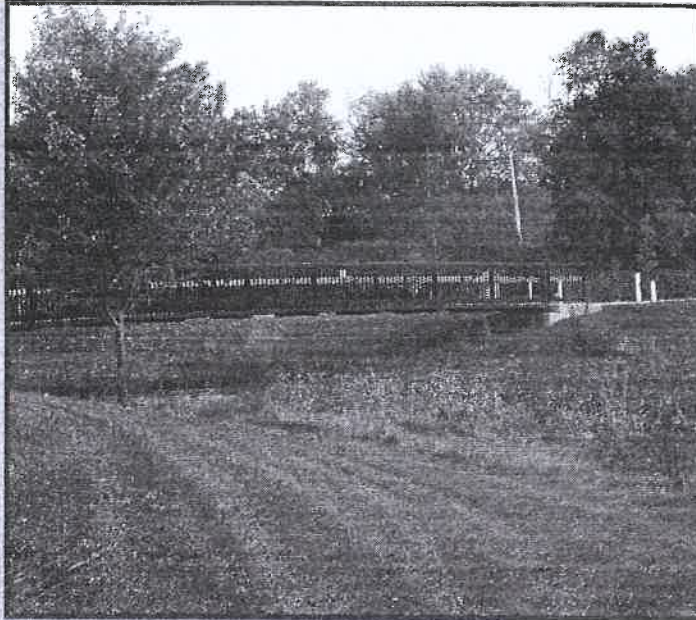
catalyzed the formation of the group after recognizing the value in a collaborative approach to achieving reductions through cost-effective, coordinated planning of storm water and wastewater opportunities, and an extensive trading network. Over 300 non-point sources in the northern Milwaukee River Basin were identified as potential high-value trade sites, and monitoring information was compiled for all participating groups. The potential for inter-municipal pollutant trading will be evaluated based on the needs of each community.

Project Highlights

- Partnership between 2 consulting firms to coordinate 14 municipalities, counties, DNR, Sweet Water, and other interested parties.
- Coordinating and running meetings for 14 communities plus attendees and providing notes and documentation from the meetings.
- Development of maps specific to the MMWQC area.
- Obtained WDNR grant to evaluate trading / adaptive management opportunities in the MMWQC area

Current planning activities and identification of funding sources will lead to implementation of multiple individual projects within the MMWQC with the goal of improving water quality in the Milwaukee River and its tributaries.

PROJECT EXPERIENCE



VILLAGE OF FOX POINT, WI STORM WATER MANAGEMENT PLAN

Project Description

The Village of Fox Point proactively applied for and received a storm water grant from the Wisconsin Department of Natural Resources to address the more stringent requirements of the forthcoming Milwaukee River Basin TMDL. Through this planning effort, the Village has determined that the municipal separate storm sewer system (MS4) is not only meeting, but exceeding, the projected limits for TSS & Phosphorus listed in the Milwaukee River Basin TMDL.

Rather than creating an expensive new model of the Village's storm system, Ruekert & Mielke, Inc. (R/M) water quality modeling experts evaluated and adjusted the Village's previous storm water management plan information to determine compliance with the new

limits. R/M and Village staff explored using the amounts of pollutant control above the required limits as a revenue source through group compliance and pollutant trading scenarios with neighboring communities. R/M financial analysis experts evaluated the impact that rate adjustments and using excess pollutant control as a revenue source would have on the Village's storm water utility.

R/M staff also used a non-traditional approach to storm water management planning to carry the MS4 permit-related activities into the Village's existing GIS system. This will save time and resources for Village staff by recording inspections and data directly into GIS, making future reporting and transferring of storm water information between staff simpler and less time consuming.

In addition to the TSS and phosphorus studies, an evaluation of historic and current bacteria sources and reduction practices was conducted to address the bacteria limits placed on the storm water system through the TMDL. Future efforts in conjunction with neighboring communities in the watershed to further the understanding of bacteria interactions with storm water have been evaluated and planned as part of this project.

By looking ahead and obtaining a storm water planning grant to plan for regulatory changes in the near future, Village staff have gained a clear understanding of the impacts new regulations will have on the Village and have taken this opportunity to make the MS4 permit compliance efforts more efficient and cost-effective. Village staff are now in a position to provide real-world examples, experience and knowledge to WDNR during the drafting of the next permit.

Key R/M Staff

- Terrence R. Tavera, P.E., CFM, CPESC
- Maureen A. McBroom
- Michael T. Hallada, CISEC
- Andrew J. Behm
- Kevin M. Korth

Owner Representative

- Scott Brandmeier, P.E.
Director of Public Works,
Village Engineer,
Village of Fox Point
414.351.8900
sbrandmeier@vil.fox-point.
wi.us

-- PLANNING GRANT AGREEMENT --

Form 8700-327 (rev. Aug 2017)

Notice: By signing this agreement, the grantee indicates concurrence with the conditions of this agreement, authorized under ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155 and 216. This agreement must be signed and returned to the address above within 30 days so that funds will be reserved for this project. Failure to return a signed agreement will result in denial of grant funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

PART 1. GRANT ADMINISTRATION INFORMATION

Grant Number USP66131Y18	Grant Award Date January 1, 2018	
Grantee (Unit of Government) Village Of Germantown		Total Grant Amount \$60,000
Project Name Stormwater Quality Management Plan Update		Grant Period From January 1, 2018 Through December 31, 2019
Authorized Government Official Lawrence Ratayczak, Director, Park & Rec. Dept. <i>Public Works</i>		Grantee Contact Lawrence Ratayczak, Director, Park & Rec. Dept. <i>Public Works</i>
Government Official Address N122 W17001 Mequon Road		Contact's E-mail Address lratayczak@village.germantown.wi.us
City, ZIP Code, County Germantown, 53022 Washington County		Contact's Telephone Number (262)250-4725 Fax No.
Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address Lisa J. Creegan, (414)263-8701, lisa.creegan@wisconsin.gov		DNR Region Southeast Region

PART 2. ELIGIBLE COST-SHARE BUDGET DATA

Note: Line items cannot be exceeded without approval in advance from the DNR.

Budget Line Item Description	State Cost-Share Amount
Storm Water Planning Products	\$60,000.00
Total Maximum Grant Amount	\$60,000.00
Cost-share Percentage	49.8 %

PART 3. PURPOSE AND SCOPE

This grant provides cost-share funding and authorizes reimbursement by the DEPARTMENT for the above named project as described in the grant application submitted for the grant period in Part 1 above. Reimbursements may be made for work performed and expenses incurred for the following eligible local assistance activities to address storm water management under chs. NR 151 and NR 216, Wis. Adm. Code, or Total Maximum Daily Load goals.

Storm water planning activities will be undertaken by the municipality and will result in the following products: updated construction erosion control ordinance; updated storm water ordinance for new development and re-development; other updated ordinances that affect runoff from the developed urban area; updated storm water management plan for the entire developed urban area; and an updated storm water management plan for new development.

PART 4. CONDITIONS

A. General Conditions:

- A.1. The Wisconsin Department of Natural Resources (DEPARTMENT) and the GRANTEE identified in Part 1 above mutually agree to perform this agreement in accordance with the Urban Nonpoint Source Water Pollution Abatement and Storm Water Management Grant Program and ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155, and 216, Wis. Adm. Code, and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
- A.2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or covenants pertaining to this agreement are superseded. Any revisions to this agreement

must be made by written amendment, signed by both parties, prior to the termination date of this agreement, whether for changes in scope, grant period, or cost. Requests to extend the grant period must be made 45 days or more before the end of the grant period in Part 1.

A.3. Failure by the GRANTEE to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement, at the DEPARTMENT's discretion.

A.4. Eligibility for cost-sharing reimbursement is governed by the provisions of ch. NR 155, Wis. Adm. Code. Cost-share rates and applicability may be further limited by departmental contract approval(s), which may restrict the cost-share amount due to the eligibility requirements of the statute and codes.

A.5. The amount listed in Part 2 above is the maximum amount the DEPARTMENT may reimburse under this agreement.

A.6. The GRANTEE:

1. Agrees to comply with all applicable Federal, Wisconsin, and local laws in fulfilling the terms of this agreement. In particular, GRANTEE agrees to comply with all applicable local and state contract and bidding requirements. GRANTEE should consult its legal counsel with questions concerning contracts and bidding. For assistance, GRANTEE may consult Procurement Guide for Local Governments Receiving DNR Grants.
2. Promises, in consideration of the promises made by the DEPARTMENT, to execute the project described in accordance with this agreement.
3. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
4. Agrees that its employees or agents are not employees or agents of the DEPARTMENT for any purpose, including Worker's Compensation.
5. Agrees, to save, keep harmless, defend and indemnify the DEPARTMENT and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of GRANTEE's employees, agents or representatives.
6. Agrees to reimburse the DEPARTMENT of any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the GRANTEE fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment.
7. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The GRANTEE agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

8. Agrees that accounting for project funds shall conform to generally accepted accounting principles and practices, and that GRANTEE shall maintain a financial management system, separate from all other GRANTEE activities, for this agreement.
9. Agrees to comply with the cost containment and procurement procedures in the applicable administrative codes governing this agreement.
10. Agrees that all contracts or scope of service agreements related to this grant-funded project must obtain prior approval of the DEPARTMENT Regional Nonpoint Source Coordinator for this grant, with respect to reimbursement eligibility and conformity with standards and storm water permitting requirements.
11. Agrees to retain and make available to the DEPARTMENT for inspection all fiscal records, including invoices and canceled checks, that support all project costs claimed by the GRANTEE, for three years from the date of final payment by the DEPARTMENT or three years after the end of the Grant period, whichever is later, or for a longer period if required by the DEPARTMENT for audit purposes.
12. Agrees to complete and submit project progress reports to the DEPARTMENT Regional Nonpoint Source Coordinator identified in Part 1 of this agreement with each request for partial grant reimbursement.
13. Agrees, within 60 days of the grant expiration date, to complete and submit a Final Report Form (Form # 3400-189P), including copies of grant deliverables, and final request for grant reimbursement to the DEPARTMENT's Regional Nonpoint Source Coordinator for review and approval.
14. Agrees that reimbursements may only be made for work performed, and expenses incurred, during the grant period as specified in Part 1 above.
15. Agrees to comply with annual Single Audit requirement, at its own expense, if combined total state and federal grant awards received by the GRANTEE from all sources is \$750,000 or more during the calendar year. Annual Single Audit requirements are specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (referred to as Uniform Guidance) and the Wisconsin State Single Audit Guidelines found at: <http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines> issued by the Wisconsin Department of Administration (DOA), State Controller's Office.
16. Should consider following methods for controlling, transporting and disposing of aquatic invasive plants and animals and water in which they may be contained, as described in the DEPARTMENT's Manual Code 9183.1 *Boat, Gear, and Equipment Decontamination and Disinfection* and available on the DEPARTMENT's website at: <http://dnr.wi.gov/topic/Invasives/disinfection.html>.

A.7. The DEPARTMENT:

1. Promises, in consideration of the covenants and agreements made by the GRANTEE, to obligate for the GRANTEE the amount identified in Part 2 above and to tender to the GRANTEE that portion of the obligation that is required to pay the DEPARTMENT's share of the costs based on the cost-share percentage listed in Part 2 above for eligible project work performed and expenses incurred during the grant period noted in Part 1 above.
2. Agrees that the GRANTEE shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The DEPARTMENT reserves the right only to ensure that the project is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the GRANTEE or the GRANTEE's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the GRANTEE's employees or agents.

3. Shall reimburse the grantee at a rate of one-half the cost-share rate stipulated in Part 2 above until completed product(s) is submitted to, and approved by, the DEPARTMENT and the DEPARTMENT has approved the project's Final Report.
4. Shall reimburse costs incurred for completed grant project deliverables at amounts not to exceed those itemized for each grant deliverable in the DEPARTMENT's professional service agreement approval letter(s).

B – Special Condition

Environmental and Natural Heritage Concerns. Research and findings must include at least preliminary determinations on the potential for environmental hazards, cultural, historical, endangered and threatened resources, along with the potential for wetland and Chapter 30 conflicts, within the areas of prospective structural practice installations.

FOR THE GRANTEE

By:

Lawrence W. Ratayzak, P.E.
Authorized Government Official

DIRECTOR OF PUBLIC WORKS

Title

1/2/2018
Date Signed

FOR THE STATE OF WISCONSIN

By

Mary Rose Teves
Mary Rose Teves, Director
Bureau of Community Financial Assistance

December 8, 2017

Date Signed

(Printed Name, If Different Than Authorized Government Official on P.1)

When returning the signed grant, you must also include evidence of your community's local share of the grant project costs – such as a copy showing its inclusion in the municipal budget, or other evidence that the community has, in fact, committed the necessary funding to complete the project. Alternatively, you may certify that commitment below.

Certification provided as an alternative to evidence of local share:

I, the undersigned, hereby certify and attest that the GRANTEE has incorporated the "local share" of funding for the project covered by this grant within the municipal budget, or has otherwise made provisions to provide the local share.

Authorized Government Official

Resolution Number Authorizing Expenditure

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY

RESOLUTION NO. 10-17

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO APPLY FOR AN
URBAN NONPOINT SOURCE & STORMWATER MANAGEMENT PROGRAM PLANNING
GRANT

WHEREAS, the Village of Germantown is interested in acquiring a Grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control urban storm water runoff pollution sources (as described in the application and pursuant to ss.281.65 or 281.66, Wis. Stats., and chs. NR 151, 153 and 155); and,

WHEREAS, a cost-sharing grant is required to carry out the project:

THEREFORE BE IT RESOLVED, that the Village of Germantown Village Board,

HEREBY AUTHORIZES, the Village's, Director of Public Works to act on behalf of the Village of Germantown to:

Submit and sign an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;

Sign a grant agreement between the local government (applicant) and the Department of Natural Resources;

Submit reimbursement claims along with necessary supporting documentation;

Submit signed documents;

Take necessary action to undertake, direct and complete the approved project; and

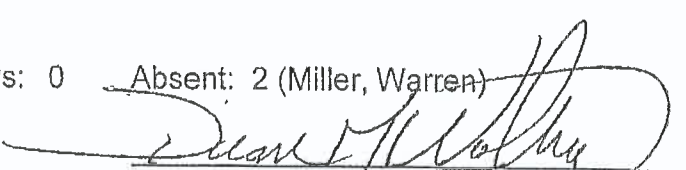
Be it Further Resolved that the Village of Germantown intends on allocating its share of the project costs in upcoming budgets.

BE IT FURTHER RESOLVED that the Village of Germantown shall comply with state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant documents.

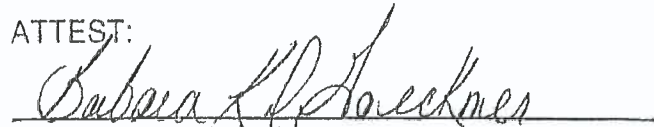
Introduced by: Baum

Adopted: March 20, 2017

Vote: Ayes: 7 Nays: 0 Absent: 2 (Miller, Warren)


Dean M. Wolter, Village President

ATTEST:


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

VILLAGE OF GERMANTOWN
Wisconsin



**2018 ANNUAL
BUDGET**

MISCELLANEOUS CAPITAL PROJECTS

2018 BUDGET EXPENDITURES

Account	Description	2016 Actual	2017 Projected Total	Amended 2017 Budget	2018 Budget
DPW Admin (cont)					
40-541-570-8901	SIDEWALK PROGRAM	0	0	0	10,000
40-541-570-8902	FLOODING MITIGATION PROJECTS	0	0	50,000	0
40-541-570-8908	DONGES BAY ROAD	0	0	0	0
40-541-570-8909	FREISTADT & MAPLE SIGNALIZATION	0	0	0	0
40-541-570-8911	PILGRIM ROAD	0	0	0	0
40-541-570-8913	MS4 PROGRAM EVALUATION & IMPRO	0	2,000	50,000	50,000
TOTAL DPW ADMINISTRATION AND ENGINEERING		15,764	2,000	454,235	230,000

TOTAL
\$98,000

HIGHWAY DEPARTMENT

40-542-570-8450	PUBLIC WORKS EQUIPMENT	0	75,000	75,000	0
40-542-570-8460	RADIOS	0	0	0	0
40-542-570-8520	TRUCKS	380,862	200,000	200,000	455,000
40-542-570-8530	OTHER PUBLIC WORKS MACHINERY	72,977	25,000	25,000	0
40-542-570-8810	ASPHALT PAVING	1,654,465	1,752,915	1,752,915	1,500,000
40-542-570-8815	SIDEWALK PROGRAM	0	0	0	0
40-542-570-8820	STORMWATER DRAINAGE	0	0	0	0
40-542-570-8850	STREET IMPROVEMENT	0	92,653	92,653	0
40-542-570-8852	MEQUON ROAD RECONSTRUCTION	0	0	0	0
40-542-570-8854	DIVISION ROAD EXTENSION	0	0	0	0
TOTAL HIGHWAY DEPARTMENT		2,108,104	2,145,568	2,145,568	1,955,000

SOLID WASTE RECYCLING

40-546-570-8400	EQUIPMENT	0	0	0	60,000
		0	0	0	0
TOTAL RECYCLING		0	0	0	60,000

RECREATION & SENIOR CENTER

40-552-570-8210	BUILDING IMPROVEMENTS	0	0	0	0
40-552-570-8310	LAND IMPROVEMENTS	39,577	80,373	90,719	125,000
40-552-570-8420	OFFICE EQUIPMENT	0	0	0	0
40-552-570-8460	OTHER EQUIPMENT	81,625	90,000	95,000	90,000
40-552-570-8520	VEHICLES	0	15,000	15,000	0
40-552-570-8530	OTHER MACHINERY AND EQUIP	0	0	0	0
40-554-570-8520	VEHICLES - SENIOR	0	0	0	55,000
TOTAL RECREATION & SENIOR CENTER		121,202	185,373	200,719	270,000

PARK DEPARTMENT

40-553-570-8460	RADIOS	0	0	0	0
40-553-570-8520	TRUCKS	35,035	40,572	40,000	40,000
40-553-570-8530	OTHER MACHINERY AND EQUIP	50,870	0	0	0
40-553-570-8610	EAB RESPONSE PLAN	0	0	0	0
TOTAL PARK DEPARTMENT		85,905	40,572	40,000	40,000

DEBT ISSUANCE COSTS

40-580-583-4950	DEBT ISSUANCE COSTS	42,163	51,000	42,000	46,000
TOTAL DEBT ISSUANCE COSTS		42,163	51,000	42,000	46,000

PROJECT CONTACT PAGE

INSTRUCTIONS: In the spaces below, insert contact information for the person **most directly involved** with this particular project. The Department will contact the person named for all matters related to this project.

Grant No.	USP66131Y18
Governmental Unit	Village of Germantown
Project Contact Name	Lawrence Ratayczak, P.E.
Project Contact Title	Director of Public Works
Project Contact Mailing Address	N122 W17001 Mequon Road P.O. Box 337 Germantown, WI 53022-0337
Project Contact Phone Number (direct):	(262) 250-4725 Extension:
Project Contact Email Address:	lratayczak@village.germantown.wi.us

Address to which reimbursement checks should be sent if different than contact information above:

Name	
Title	
Mailing Address	
Email Address:	

If information provided on this page, or any information in Part 1 of this grant agreement, should change during the Grant Period, please provide that information to the Department's NPS Program Grant Manager in the Bureau of Community Financial Assistance and the DNR regional Nonpoint Source Coordinator listed in the grant award cover letter.

Larson, Aaron M - DNR

From: Lawrence Ratayczak <lratayczak@village.germantown.wi.us>
Sent: Wednesday, January 3, 2018 3:05 PM
To: DNR CFA Nonpoint Grants
Cc: Steve Kreklow
Subject: Executed Grant Agreement_ Stormwater Quality Management Plan Update
Attachments: MS4 Grant Agreement (executed).pdf

Ms. Teves:

Attached please find our signed agreement and required attachments.

Please contact me if you have any questions or require additional information.

Regards:

Larry Ratayczak, P.E.

Village of Germantown
Director of Public Works

{262} 250-4725 Work

{414} 745-9999 Mobile

lratayczak@village.germantown.wi.us

N112 W17001 Mequon Rd.

P.O. Box 337

Germantown, WI 53022-0337

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 72-2018

APPROVING A DEVELOPMENT AGREEMENT WITH DISCOUNT RAMPS

WHEREAS, the Village Board is in the process of approving the Discount Ramp Development Agreement; and

WHEREAS, it is in the best interests of the residents of the Village to ensure that development occurs within an appropriate timeframe; and

WHEREAS, the attached development agreement accomplishes that goal;

NOW, THEREFORE BE IT RESOLVED, by the Village Board of the Village of Germantown, that the Development Agreement between the Village and Discount Ramps in the form attached is hereby approved subject to those non-material legal and technical changes deemed necessary and appropriate by the Village Attorney.

BE IT FURTHER RESOLVED that the Village President and Village Clerk are hereby authorized to execute and deliver the same.

Introduced by: _____

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna L. Boldrey, WCMC/CMC
Village Clerk

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

MEETING DATE: September 17, 2018

AGENDA ITEM: Consent

ITEM TITLE: Development Agreement for Discount Ramps

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

SUMMARY EXPLANATION:

Staff is presenting the Developers Agreement for the proposed Discount Ramps for approval by the Village Board. The Village has previously entered into a "Predevelopment Agreement" with Discount Ramps on March 7, 2018 to facilitate the Developer beginning the installation of water main prior to the Development Agreement being approved by the Village Board. The Development would be located on Lot's No. 1 & 2 in the Willow Creek Business Park (TID #6). The public improvements addressed in the DA is the extension of water main. Exhibit A is not complete at this time, staff is waiting for the estimated construction cost of the public improvements from the developer. Staff is requesting approval of the DA with the ability to insert the complete Exhibit A when it is finalized.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER X

- Development Agreement

RECOMMENDATION:

Staff is recommending the Village Board approve the Development Agreement for Discount Ramps including the ability to insert Exhibit A when completed.

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.

DISCOUNT RAMPS DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a Municipal Corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village", and DRGT, LLC (dba; Dis-Count Ramps), hereinafter referred to as "Developer".

WHEREAS, the Developer owns two Parcels; Lot #1 is 7.0909 acres and Lot #2 is 10.3343 acres totaling 17.4252 acres having Tax Key No's. GTNV 321-981, GTNV 321-991 & GTNV-321-985, in the Village of Germantown, as part of the Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Section 32 and part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 9 North of Range 20 East, more commonly known as the Willow Creek Business Park, in the Village of Germantown, Washington County, Wisconsin, as identified in the attached Exhibit "C" in the Village of Germantown, Washington County, Wisconsin (the "Property"); and

WHEREAS, Developer has been approved for the development of a 153,170 sq. ft. corporate office and distribution center to be located at N102 W19400 Willow Creek Way (the "Project"); as shown in the attached Exhibit "B" (the "Plans"); and

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

WHEREAS, it will be necessary that Developer construct and install water distribution facility partly in public right of way and partly in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted, and that the Developer furnish an appropriate financial guarantee; and

WHEREAS, the Village and Developer previously entered into a Predevelopment Agreement under which preliminary work on the necessary water supply facilities was authorized to commence; and

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

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

the entire project and until the vegetation has sufficient growth to control the run-off as shall be determined by the Village engineering staff. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be determined by the Village's engineering staff.

- (3) Developer shall promptly undertake top soiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales in accordance with the approved Master Grading and Erosion Control Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.
- (4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, sediment tracking must adhere to the sediment and erosion control plan. Violations of tracking practices shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper as deemed necessary by the Village Building Inspector or Engineer. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such street sweeping services rendered, and Developer shall remit payment within 30 days of receipt of such invoice(s). If not so promptly paid, the Village may charge Developer's escrow account or draw on Developer's letter of credit established pursuant to Section 6.01 of this Agreement, to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with required erosion control measures or be considered a substitute or replacement for such measures.
- (5) Topsoil to be stockpiled on site. No topsoil to be transported off site, except as provided by Section 17.441 of the Municipal Code.

1.06 STORM WATER DRAINAGE FACILITIES. Drainage from the two (2) parcels comprising the "Development" discharge into two (2) existing storm drainage ponds owned and maintained by the Village of Germantown, Developer shall submit to the Village Engineer for review and approval storm water volumes to verify the existing Village owned Ponds will be adequate to accommodate expected surface water flow within and through the Development, in accordance with Section 18.08 (10) of the Municipal Code and Chapter 13 of the MMSD Rules, it being acknowledged that the Village and the Village Engineer have approved the same.

- (1) Developer shall install all storm water facilities as shown on the plans.
- (2) Both existing Village Owned Ponds shall be dredged, as directed by Village or the Village Engineer, at the completion of the project and after the surrounding lawn areas have been fully re-established.

- (2) Site Plan
- (3) Water main record-drawings
- (4) Erosion and sedimentation controls
- (5) Water main extensions
- (6) Sanitary Sampling Manhole
- (7) Sanitary Sampling Manhole Record Drawings

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

2.04 EXISTING FLORA. Developer shall, in accordance with Sec.18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, building foundation sites, private driveways and parking areas, soil absorption waste and disposal areas, paths and trails, except as necessary for implementation of the Development Plan. Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered. *Notwithstanding the above, the Developer shall protect all street trees along Willow Creek Way which were planted in 2017 as part of construction of the Business Park. Any damaged street trees shall be replaced in kind by Developer.*

2.05 RECORD-DRAWING DOCUMENTS. Developer shall, not later than sixty (60) days following Final Acceptance of the improvements, provide the Village with record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, double matte mylar (4 mil minimum thickness) of the water main, sanitary sewer, pond outlet structure and emergency overflow area. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all improvements. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27)). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of the Village Engineering Department.

ARTICLE III - DEDICATION AND ACCEPTANCE

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

shall be as provided by Sec.18.10(3) of the Municipal Code. The fee shall be calculated as follows:

- 2.25% of the first \$250,000 of construction costs
- 1.75% of the next \$250,000 of construction costs, and
- 1.25% of construction costs which exceed \$500,000

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

4.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sections 18.10(7) and (8) of the Municipal Code, Developer shall be responsible for all professional (technical and legal) fees incurred by the Village in connection with this Development. The Village shall be reimbursed for engineering services, whether provided by a staff engineer or technician or designated employee or by a consultant and shall also be reimbursed for services rendered by the Village Attorney. Additionally, Developer shall reimburse the Village costs for inspection and related services provided by the Village or by a consultant, on the basis of all such services rendered as deemed necessary by the Village Engineer.

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

4.06 PREPAYMENT OF CERTAIN FEES. Developer shall pay the fees specified in Paragraphs 4.02 through 4.05, as itemized in Exhibit A, for each phase of the building prior to the issuance of a building permit for said phase of the building Property.

ARTICLE V - SPECIAL PROVISIONS

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

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

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the Property. Except as otherwise expressly approved by the Village, approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or

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

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

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

6.05 REMEDIES. In the event of a material breach of this Agreement by the Developer, the Village shall, within a reasonable amount of time, give notice of such breach to the Developer. If Developer fails to remedy the breach within thirty (30) days of the notice (or such other amount of time to which the parties might agree) (the "Cure Period"), the Village shall have the option of ordering the Developer to not proceed any further with the construction and installation of the utilities described in this Agreement until such time as the breach is remedied. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

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

7.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the carelessness, negligence or neglect of Developer, its agents, contractors or employees. In every case where judgment is recovered against the Village and

not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;

- (2) subject to paragraphs (3) through (5) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;
- (3) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (4) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (5) Developer shall lose its right to defend, negotiate and settle any Claim if, as determined by an arbitrator jointly selected by the parties, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim:
 - (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and
 - (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within twenty (20) days of receipt of written notice from the Village;
- (6) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

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

8.02 DEFAULT. In the event Developer does not complete installation of the public improvements required by this Agreement within thirty (30) days after the Village has served

Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

9.09 APPROVAL. No approval by the Village Engineer or the Village attorney or any other person acting on behalf of the Village shall be construed as a waiver of any of the requirements of the Ordinances, or any statute or regulation governing the improvements.

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

ARTICLE X - NON-ASSIGNMENT

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

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of _____, 2018 which shall be the effective date of this Agreement.

DEVELOPER:

DRGT, LLC

By: _____
Douglas Weas, Managing Partner

STATE OF WISCONSIN)
) SS
 COUNTY)

Personally came before me this ____ day of _____, 2018, the above-named, Douglas Weas, Managing Partner of DRGT, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Managing Partner of said Limited Liability Corporation and acknowledged that he executed the foregoing instrument in such capacity.

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

EXHIBIT "A"

EXHIBIT "B"

EQUIPMENT RATES -- 2018

VILLAGE OF GERMANTOWN

EQUIPMENT DESCRIPTION	Annual Hourly Rates		
	2016	2017	2018
Cruz-Air	\$62.20	\$64.07	\$65.99
Case Backhoe & Loader	\$36.72	\$37.82	\$38.96
Michigan Loader	\$46.92	\$48.33	\$49.78
Case/John Deer Loader/Snow Plow	\$79.56	\$81.95	\$84.41
Case/John Deer Loader/Snow Blower	\$108.12	\$111.36	\$114.70
Single Axle Dump Truck (5yd)	\$33.66	\$34.67	\$35.71
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	\$54.06	\$55.68	\$57.35
Tandem Axle Dump Truck	\$44.88	\$46.23	\$47.61
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	\$66.30	\$68.29	\$70.34
4 Wheel Oshkosh w/Plow/Wing/Sander	\$108.12	\$111.36	\$114.70
1-Ton Patrol Truck (2-3 yd)	\$25.50	\$26.27	\$27.05
1-Ton Truck w/Plow	\$31.62	\$32.57	\$33.55
Truck w/Water Jetter w/Aux. Power Unit	\$51.00	\$52.53	\$54.11
Aerial Lift Truck	\$63.24	\$65.14	\$67.09
Pickup Truck	\$19.89	\$20.49	\$21.10
Pickup Truck w/Plow	\$28.56	\$29.42	\$30.30
Self Propelled Vibrating Roller	\$38.76	\$39.92	\$41.12
Self Propelled Non-Vibratory Roller	\$35.70	\$36.77	\$37.87
185 cfm Air Compressor (Portable)	\$28.56	\$29.42	\$30.30
Street Sweeper 40 Hp w/Front Mounted Broom	\$37.74	\$38.87	\$40.04
Vacuum Sweeper	\$83.64	\$86.15	\$88.73
Vac All	\$87.72	\$90.35	\$93.06
Sewer line Televising Truck	\$118.32	\$121.87	\$125.53
Combination Sewer Machine (pipe jetter & vac)	\$142.80	\$147.08	\$151.50
Mini Excavator	\$50.00	\$51.50	\$53.05
Skid Steer Loader w/Bucket	\$32.64	\$33.62	\$34.63
Skid Steer Loader w/Snow Blower/Broom	\$35.70	\$36.77	\$37.87
Tar Kettle	\$34.68	\$35.72	\$36.79
Motorized Mower (24" & Under)	\$13.52	\$13.93	\$14.34
Motorized Mower (25"-47")	\$18.87	\$19.44	\$20.02
Motorized Mower (48" & larger)	\$21.93	\$22.59	\$23.27
Tractor w/Sickle or Flail Mower	\$46.92	\$48.33	\$49.78

EXHIBIT "C"

*PARTIAL DRAWING OF "D" SIZE DRAWING; ENCLOSED AS EXAMPLE ONLY FOR DEVELOPMENT
AGREEMENT APPROVAL*

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, L.P.

OUTLOT 1
C.S.M. NO. 6782

EDGE OF WATER
08/28/17

POND

N90°00'00"E 433.26'

25' BUILDING SETBACK LINE PER C.S.M. 6782 (35)

BOTTOM OF DITCH

100' ANR PIPE LINE
COMPANY EASEMENT
PER DOC. NO. 493686 &
C.S.M. 6782 (17)

CENTERLINE OF DITCH

WETLANDS PER
C.S.M. 6782
DELINEATED BY
WETLAND &
WATERWAY
CONSULTING, LLC
ON MAY 14, 2014 (35)

LOT 2
C.S.M. NO. 6782
450,164 SQ. FT.
10.3343 ACRES

- VACANT -
NO BUILDINGS

LOT 1
C.S.M. NO. 6782
308,881 SQ. FT.
7.0909 ACRES

- VACANT -
NO BUILDINGS

N90°00'00"E 559.22'

482.77'
25' BUILDING SETBACK LINE PER C.S.M. 6782 (35)

EXISTING SILT FENCE

25' WETLAND SETBACK
PER C.S.M. 6782 (35)

15' DRAINAGE
EASEMENT PER
C.S.M. 6782 (35)

BOTTOM OF DITCH

FOUND 1" IRON PIPE

FOUND 1" IRON PIPE

FOUND 1" IRON PIPE

RIP RAP
(TYP.)

S07°58'02"E 532.46'

10' BUILDING SETBACK LINE PER PROPOSED C.S.M.

BOTTOM OF DITCH

EDGE OF WATER
08/28/17

POND

TREE LINE

(R) 82.63'
82.54'

N00°00'00"W

25'

25' WETLAND SETBACK
PER C.S.M. 6782 (35)

EXISTING SILT FENCE

RIP RAP
(TYP.)

DRAINAGE EASEMENT GRANTED TO
THE VILLAGE OF GERMANTOWN PER
C.S.M. 6782 (35)

25' WETLAND SETBACK
PER C.S.M. 6782 (35)

BOTTOM OF DITCH

RIP RAP
(TYP.)

FOUND 1" IRON PIPE

EXISTING SILT FENCE

LOT 1
C.S.M. NO. 5760

(35)

WETLANDS PER
C.S.M. 6782

20' DRAINAGE EASEMENT GRANTED
TO THE VILLAGE OF GERMANTOWN
PER C.S.M. 6782 (35)

Deanna Boldrey

From: Janice Wick
Sent: Wednesday, September 12, 2018 12:32 PM
To: Deanna Boldrey
Subject: Public Works Committee Agenda Items & Resolutions - VB Sept. 17, 2018
Attachments: RESOLUTIONS -September 17, 2018.docx; Village Board Backup - Sept. 17, 2018.pdf

CONSENT AGENDA:

PURCHASE OF ENGINEERING DEPT. PLOTTER/SCANNER:

MOTION made by Zabel, seconded by Hughes to forward to the Village Board with a positive recommendation to purchase one Oce ColorWave 500 Plotter/Scanner for the Engineering Dept. from AE/Graphics at a cost of \$19,750.00. Funds to be allocated from Acct. #40-541-570-8400.
Motion carried unanimously.

HYDRANTS & GATE VALVES PURCHASE:

MOTION made by Hughes, seconded by Kaminski to forward to the Village Board with a positive recommendation authorizing the purchase of water distribution materials from Ferguson Waterworks at a cost not to exceed \$27,895.11. Funds to be allocated from Acct. #50-180-183-3430.
Motion carried unanimously.

FIRE SPRINKLER REPLACEMENT – VILLAGE HALL:

MOTION made by Zabel, seconded by Hughes to forward to the Village Board with a positive recommendation authorizing staff to contract Ahern for the repair of the fire sprinkling system at Village Hall for an amount of \$37,750 and not to exceed \$40,000. Any costs above \$37,750 should be reported back to the Committee. Funds to be allocated from Acct. #10-519-570-8201.
Motion carried unanimously.

FLOOR MATS & TOWEL CONTRACT – VILLAGE BUILDINGS:

MOTION made by Hughes, seconded by Zabel to forward to the Village Board with a positive recommendation to contract ITU for a three year term for the supply of floor mats, towels and mop heads for all Village buildings for a cost of \$11,369.41.
Motion carried unanimously.

STORMWATER QUALITY MANAGEMENT PLAN UPDATE PROPOSAL:

MOTION made by Zabel, seconded by Hughes to forward to the Village Board with a positive recommendation to award the Stormwater Quality Management Plan update to the team of GRAEF & Ruekert & Mielke for an amount of \$120,500 for services as proposed.
Motion carried unanimously.

DEVELOPERS AGREEMENT – DISCOUNT RAMPS:

MOTION made by Zabel, seconded by Hughes to forward to the Village Board with a positive recommendation the Discount Ramps Developer Agreement including the ability to insert Exhibit “A” when completed.
Motion carried unanimously.

NEW BUSINESS:

AWARD OF CONTRACT – GOLDENDALE ROAD WATER & SANITARY SEWER EXTENSION PHASE I – (TID #7):

MOTION made by Hughes, seconded by Kaminski to forward to the Village Board with a positive recommendation to award the Goldendale Road Sanitary Sewer and Watermain Extension – Phase I to Advance Construction, Inc. in the amount of \$3,004,882.80 plus a contingency of 2% or \$60,100 for a total approved project amount of \$3,064,982.80.

Motion carried 2 – 1 (Zabel)

NORTHEAST SANITARY SEWER EXTENSION – WRENWOOD DEVELOPMENT:

MOTION made by Kaminski, seconded by Hughes authorizing approval to staff to proceed with the Flow Based Cost Share method for sanitary sewer utilizing the shared amount of 69.1% (Village) and 30.9% (developer) with the final share amount to be based on actual construction cost and the addition for equitable cost share of water main installed on Country Aire Drive.

Motion carried 2 – 1 (Zabel)

DISCUSSION – SANITARY SEWER & WATER SERVICE AREA – HOLY HILL & GOLDENDALE ROADS:

MOTION made by Zabel, seconded by Hughes to forward to the Village Board with a positive recommendation to further review/discuss the sanitary sewer & water service area – Holy Hill & Goldendale Roads.

Motion carried unanimously.

Draft - 2019 BUDGET CALENDAR

Friday, August 3, 2018	Budget materials distributed to Departments
Friday, August 24, 2018	Budget Materials to be returned to Finance Director
Sept 4 – 7 th , 2018	Administrator & Finance Director meeting with departments
Sept 10 – 12 th , 2018	Administrator Final Review
September 14, 2018	Proposed Budget distributed to Village Board
September 17, 2018	Village Board Meeting, Board Sets COW Dates

Committee of the Whole Reviews:

Village Board, Administration, Clerk, Finance, Assessor, Data Processing, General Government, Building Inspection, Library, Library Board Accounts, Recreation, Recreation Facility Fee, Senior Center, Planning & Zoning, Municipal Development, Impact Fees, Senior Van, Historic Preservation, Debt Service, Health & Dental.

Police, Emergency Government, Canine Fund, Asset Forfeiture, Honor Guard, and Fire Department, + Capital for each department, TIF's 4, 6, 7, & 8

DPW Administration/Engineering, Building & Grounds, Highway, Parks, Recycle, Water Utility, Sewer Utility + Capital for each department + **Budget Finalization - Any other open issues from any other department**

Open Meeting Date for any other Issues

October 19 th , 2018	Would need to be the final meeting date to ensure enough time to prepare PH Notice Reports
October 24, 2018	Send Public Hearing Notice to newspaper for publication on November 1, 2018 – Fifteen days prior to hearing date
November 19, 2018	Public Hearing

RESOLUTION NO. 73-2018

A RESOLUTION ACCEPTING THE DEDICATION OF THE
GEHL PERFORMING ARTS PAVILION FROM THE
GERMANTOWN COMMUNITY KIWANIS FOUNDATION, INC.

WHEREAS, the Germantown Kiwanis Community Foundation, Inc. (“Germantown Kiwanis”) and the Village of Germantown entered into a Development and Dedication Agreement wherein the Germantown Kiwanis agreed to design, build and donate the Gehl Performing Arts Pavilion within Fireman’s Park within the Village; and

WHEREAS, The Germantown Kiwanis contracted with Keller, Inc. for the construction of the Gehl Performing Arts Pavilion, and the construction is now complete and paid for; and

WHEREAS, The Germantown Kiwanis has dedicated the Gehl Performing Arts Pavilion to the Village in accordance with the Development and Dedication Agreement; and

WHEREAS, the Village Board, on behalf of the Citizens of Germantown, wishes to accept the dedication of the Gehl Performing Arts Pavilion and wishes to thank the Germantown Kiwanis and all of the contributors to the project;

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Germantown, with immense gratitude to the Germantown Kiwanis, do hereby accept the dedication of the Gehl Performing Arts Pavilion.

Introduced by: _____

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna L. Boldrey, WCMC/CMC
Village Clerk

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

MEETING DATE: September 17, 2018

AGENDA ITEM: New Business (CERTIFIED SURVEY MAP)

ITEM TITLE: Daniel & Cheryl Stephan, Property Owners of W188 N13488 Maple Road, and Richard & Mary Stephan, Property Owners of a 32-acre Property (Parcel 1 of CSM #4918). 2-Lot Certified Survey Map (Lot Line Adjustment)

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

SUMMARY EXPLANATION:

The Stephan's are seeking approval of a 2-lot Certified Survey Map (CSM) to relocate their common property line to facilitate construction of an accessory building on the 32-acre agricultural parcel on Maple Road.

As shown in the draft CSM, the east-west property line between the two parcels is being slightly reconfigured and relocated to effectively transfer ownership of 3.1 acres from Lot 1 to Lot 2 (remaining consistent with the A-2 Zoning District requirements).

ATTACHMENTS:

- ◆ 9/10/18 Staff Report
- ◆ 9/10/18 Plan Commission Meeting Minutes (to be distributed at VB meeting)
- ◆ Preliminary CSM

PLAN COMMISSION RECOMMENDATIONS:

APPROVE the 2-lot Certified Survey Map (CSM) as proposed.

CERTIFIED SURVEY MAP (CSM) APPLICATION

9/10/18 Plan Commission Meeting

Richard & Mary Stephan / Daniel & Cheryl Stephan

Village Staff Report & Recommendation

Germantown, Wisconsin

Summary

Richard & Mary Stephan and Daniel & Cheryl Stephan, property owners, are seeking approval of a Certified Survey Map (CSM) to relocate their common property line to facilitate construction of a barn on the property located on Maple Road.

Property Location: W188 N13488 Maple Road

Applicant/

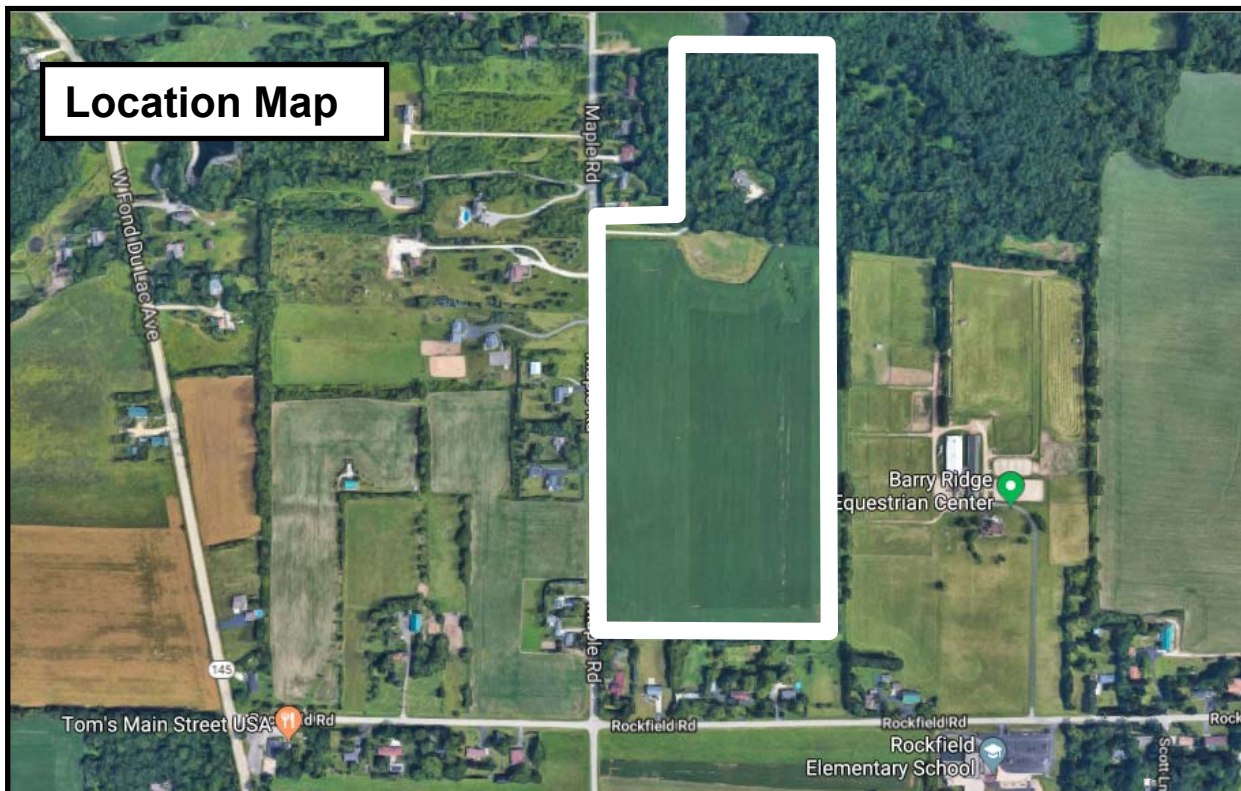
Property Owners: Richard & Mary Stephan
N121 W20344 Neuland Drive
Germantown, WI

Daniel & Cheryl Stephan
W188 N13488 Maple Road
Richfield, WI

Current Zoning: A-2: Agricultural

Adjacent Land Uses		Zoning
North	Residential/Agricultural	Rs-2/A-1
South	Residential	Rs-2
East	Agricultural	A-1
West	Agricultural (T. of Germantown)	A-1

Location Map



Proposal

Richard & Mary Stephan and Daniel & Cheryl Stephan, property owners, are seeking approval of a Certified Survey Map (CSM) to relocate their common property line to facilitate construction of a barn on the property located on Maple Road.

As shown in the draft CSM (copy attached), the east-west property line between the two parcels is being slightly reconfigured and relocated to transfer approximately 3.1 acres from Lot 1 (Daniel & Cheryl Stephan) to Lot 2 (Richard & Mary Stephan).

Staff Comments

The proposed lot line adjustment does not alter the parcel size or shape beyond the allowances of the A-2 Zoning District, and, is consistent with the 2020 Land Use Plan map classification of "Agricultural/Conservation Residential" for the two parcels.

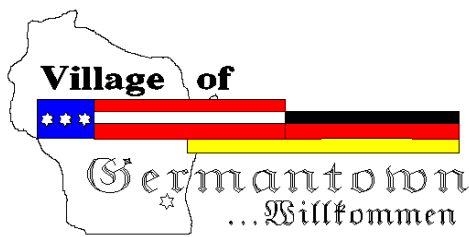
Public Works/Engineering Department

The Village Surveyor has identified a minor technical correction in a September 6, 2018 memo (copy attached) that will have to be corrected prior to recording the CSM.

Village Planner Recommendation

APPROVE the Certified Survey Map for the Stephan properties located on Maple Road subject to the following condition:

1. All technical corrections and issues raised by the Village Surveyor in the September 6, 2018 memo shall be corrected prior to recording the CSM.



Engineering Department Memorandum

To: Jeff Retzlaff Village Planner

CC:

From: Bob Beilfuss, PLS, Village Surveyor

Date: September 6, 2018

Re: Richard Stephan CSM

Jeff,

Here are my review comments for the Concept CSM received 8-31-2018.

Certified Survey Map-Rezoning-PDD

Applicant or Owner: Richard and Mary Stephan and Daniel and Cheryl Stephan

Land Surveyor/Firm: Don Thoma, PLS, Accurate Surveying and Engineering, LLP.

1. A owner's certificate and certificate of mortgagee is needed for both owner's to sign on. There currently is only one set of certificates on the submitted document
2. On the last paragraph of the Surveyor's Certificate also include that this survey complies with Chapter 18 of the Village of Germantown municipal code.

No further review comments.

Document Submittals and Data Conversion

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

Prior to Recording the Certified Survey Map, The professional land surveyor is responsible for submitting a copy of the AutoCad drawing file (.dwg) of the document in version 2016 on compact disk (CD) or via email to the Village Surveyor.

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

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

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



Village of



Germantown

Willkommen

Fee must accompany application

☐ \$2,900 with public improvements

☒ \$1,960 no public improvements

Paid \$ Date 8-23-18

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

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

1 APPLICANT OR AGENT

Richard Stephan
Mary Stephan

PROPERTY OWNER

Daniel Stephan
Cheryl Stephan

Phone (262) 628-2813

~~Fax~~ Cell 414-218-2813

E-Mail _____

Phone (262) 677-0266

2

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

W188N13480 Maple Rd

GTNV 092977

3

PURPOSE OF LAND SPLIT

TO build a pole barn for farm equipment

Will the land split require rezoning?

NO

From

To

4

READ AND INITIAL THE FOLLOWING:

MR. S. I understand that the Certified Survey Map is not valid until recorded at the Washington County Register of Deeds. The Village will record the document and charge the applicant all applicable recording fees.

MR. S. I understand that the Map will not be placed on the Village Board agenda until all the technical corrections to the CSM are made, the payment of any outstanding impact fees are paid to the Village Clerk's Department, and the original signed and stamped copy of the Map is submitted on the proper paper.

MR. S. I understand that parcels created outside the Sewer Service Area will require a soil test. I also understand that all properties abutting a State Highway will require DOT approval and I will be responsible for securing such approval prior to recording.

MR. S. I understand all delinquent property taxes on any of the properties involved shall be paid prior to recording.

5

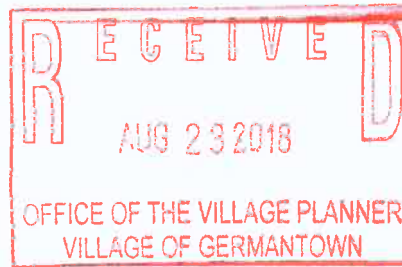
SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Richard Stephan
Applicant
Mary Stephan
Date 8/1/18

Cheryl Stephan
Owner
[Signature]
Date 8/1/18

Washington County Certified Survey Map

A Redivision of Parcel One (1) and Parcel Two (2) of Certified Survey Map No. 4918 as recorded in the Washington County Registry in Volume 34 of Certified Survey Maps on pages 1-3 as Document No. 763885, being all of Parcel 1 Certified Survey Map No. 1078 as recorded in the Washington County Registry in Volume 5 of Certified Survey Maps on pages 327-329 as Document No. 360060, part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 9, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.



Bearings are referenced to the Wisconsin State Plane Coordinate Grid System, South Zone. The west line of the NW 1/4 of Sec. 9-9-20 has a grid bearing of N 01°20'35" W.

(r.a.) - means "recorded as"
(meas.) - means "measured as"

- - indicates 1.3" od iron pipe found unless noted.
- - indicates 1.3" od x 18" iron pipe weighing 1.68 lbs./ft. set.

A-2 zoning (subject to change)
Front - 60'
Side - 25'
Rear - 50'

Sheet 1 of 4

Scale in feet
0 50 100 200

Northwest corner
Sec. 9-9-20
mag nail found

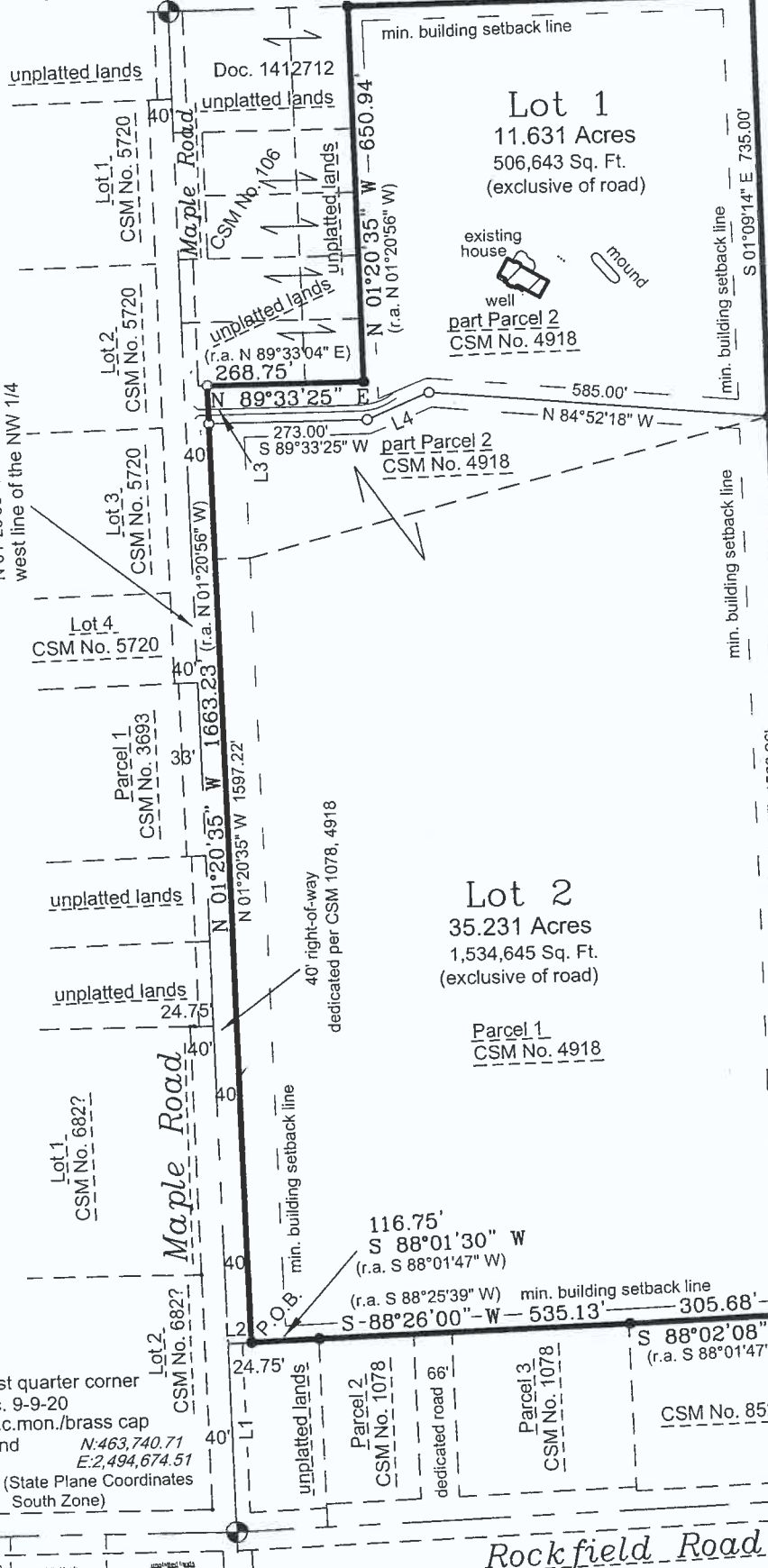
1" = 100'

(r.a. N 89°09'44" E) monumented north line of the NW 1/4
N 89°09'05" E 696.42'

(north line of the NW 1/4 N 89°07'50" E)

unplatted lands

unplatted lands

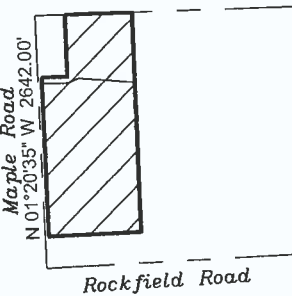


Line Chart

LINE	BEARING	DISTANCE
L1	N 01°20'35" W	328.70'
	(r.a. N 01°20'56" W)	
L2	N 88°02'08" E	40.00'
	(r.a. N 88°01'47" E)	
L3	N 01°20'35" W	66.01'
L4	S 67°30'41" W	116.27'

Location Sketch

NW 1/4 Section 9-9-20
Scale: 1" = 2000'



Owner/Subdivider Lot 1

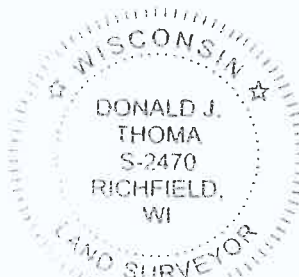
Daniel & Cheryl Stephan
W188N13488 Maple Road
Richfield, WI 53076

Owner/Subdivider Lot 2

Richard A. Stephan and Mary K.
Stephan Living Trust
N121W20344 Neuland Dr.
Richfield, WI 53076

Surveyor

Donald J. Thoma
Accurate Surveying &
Engineering, LLP.
2911 Wildlife Lane
Richfield, WI 53076



Dated this 23rd day of August, 2018.

Washington County Certified Survey Map

Sheet 2 of 4

A Redivision of Parcel One (1) and Parcel Two (2) of Certified Survey Map No. 4918 as recorded in the Washington County Registry in Volume 34 of Certified Survey Maps on pages 1-3 as Document No. 763885, being all of Parcel 1 Certified Survey Map No. 1078 as recorded in the Washington County Registry in Volume 5 of Certified Survey Maps on pages 327-329 as Document No. 360060, part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 9, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

Surveyor's Certificate:

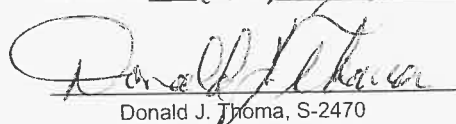
I, Donald J. Thoma, Professional Land Surveyor, hereby certify that by the direction of Richard Stephan, I have surveyed, divided, and mapped the land shown and described hereon, A Redivision of Parcel One (1) and Parcel Two (2) of Certified Survey Map No. 4918 as recorded in the Washington County Registry in Volume 34 of Certified Survey Maps on pages 1-3 as Document No. 763885, being all of Parcel 1 Certified Survey Map No. 1078 as recorded in the Washington County Registry in Volume 5 of Certified Survey Maps on pages 327-329 as Document No. 360060, part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 9, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows:

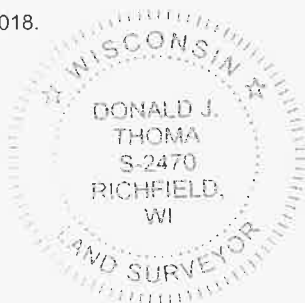
Commencing at the West quarter corner of said Section 9; thence N 01°20'35" W, along the west line of said NW 1/4, 328.70 feet, to the westerly extension of the south line of said Parcel 1 of Certified Survey Map No. 4919; thence N 88°02'08" E, along said westerly extension, 40.00 feet, to a point in the east right-of-way line of Maple Road and the point of beginning of lands herein described; thence N 01°20'35" W, along said east right-of-way line, 1663.23 feet, to the corner of said Parcel 2 of Certified Survey Map No. 4919; thence N 89°33'25" E, along the monumented lot line of said Parcel 2 of Certified Survey Map No. 4919, 268.75 feet; thence N 01°20'35" W, along the monumented lot line of said Parcel 2 of Certified Survey Map No. 4919, 650.94 feet; thence N 89°09'05" E, along the monumented north line of said Parcel 2 of Certified Survey Map No. 4919, 696.42 feet, to a 1.3 inch od iron pipe found; thence S 01°09'14" E, along the monumented east line said Parcel 2 and 1 of Certified Survey Map No. 4919, 2297.26 feet, to 1.3 inch od iron pipe found marking the common southeast corner of said Parcel 1 of Certified Survey Map No. 4919 and the northeast corner of Certified Survey Map No. 852, as recorded in the Washington County Registry in Volume 4 of Certified Survey Maps on pages 308-309 as Document No. 349378; thence S 88°02'08" W, along common lot line, 305.68 feet, to the south corner of said Parcel 1 of Certified Survey Map No. 4919 and the northwest corner of said Certified Survey Map No. 852. thence S 88°26'00" W, continuing along said south line of Parcel 1 of Certified Survey Map No. 4919, 535.13 feet; thence S 88°01'30" W, continuing along said south line of Parcel 1 of Certified Survey Map No. 4919, 116.75 feet, to the point of beginning.

Containing 46.862 acres (2,041,288 square feet) more or less.

I further certify that I have fully complied with the provisions of sec. 236.34 of Wisconsin Statutes and the Town of Germantown Ordinance in surveying, dividing, and mapping said lands, and that this map is a correct representation of the exterior boundaries of the land surveyed and the division of said lands.

Dated this 24th day of August, 2018.


Donald J. Thoma, S-2470



Owner's Certificate:

As owners for Lot 1, we hereby certify that we caused the land shown and described herein to be surveyed, divided, and mapped as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required to be submitted to the following for approval:

Village of Germantown Plan Commission

Village of Germantown Village Board

Daniel Stephan - Owner

Cheryl Stephan - Owner

STATE OF WISCONSIN) /
WASHINGTON COUNTY)s.s

Personally came before me this ____ day of _____, 20____, the above named owner's is to me known to be the same person who executed the foregoing instrument and acknowledge the same.

(Notary Seal) _____, Notary Public, _____, Wisconsin.

My commission expires _____

Washington County Certified Survey Map

Sheet 3 of 4

A Redivision of Parcel One (1) and Parcel Two (2) of Certified Survey Map No. 4918 as recorded in the Washington County Registry in Volume 34 of Certified Survey Maps on pages 1-3 as Document No. 763885, being all of Parcel 1 Certified Survey Map No. 1078 as recorded in the Washington County Registry in Volume 5 of Certified Survey Maps on pages 327-329 as Document No. 360060, part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 9, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

Owner's Certificate:

As owner/trustee's for Lot 2, we hereby certify that we caused the land shown and described herein to be surveyed, divided, and mapped as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required to be submitted to the following for approval:

Village of Germantown Plan Commission

Village of Germantown Village Board

Richard A. Stephan and Mary K. Stephan Living Trust - Owner
Richard A. Stephan - Trustee

Richard A. Stephan and Mary K. Stephan Living Trust - Owner
Mary K. Stephan - Trustee

STATE OF WISCONSIN)
WASHINGTON COUNTY)s.s

Personally came before me this ____ day of _____, 20____, the above named owner/trustee's is to me known to be the same person who executed the foregoing instrument and acknowledge the same.

(Notary Seal) _____, Notary Public, _____, Wisconsin.

My commission expires _____

Village of Germantown Plan Commission Approval:

This Certified Survey Map is hereby approved by the Planning Commission of the Village

of Germantown on this ____ day of _____, 20____.

Dean Wolter - Chairperson

Laura A. Johnson - Secretary

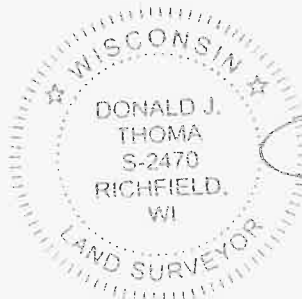
Village of Germantown, Village Board Approval:

This Certified Survey Map, A Redivision of Parcel One (1) and Parcel Two (2) of Certified Survey Map No. 4918 as recorded in the Washington County Registry in Volume 34 of Certified Survey Maps on pages 1-3 as Document No. 763885, being all of Parcel 1 Certified Survey Map No. 1078 as recorded in the Washington County Registry in Volume 5 of Certified Survey Maps on pages 327-329 as Document No. 360060, part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 9, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, having been approved by the Planning Commission being the same, is hereby approved and accepted by the Village Board of Trustees of the Village of Germantown on

this ____ day of _____, 20____.

Dean Wolter - Village President

Deanna Boldrey - Village Clerk



Donald J. Thoma, S-2470
Dated this ____ day of August, 2018.

Washington County Certified Survey Map

Sheet 4 of 4

A Redivision of Parcel One (1) and Parcel Two (2) of Certified Survey Map No. 4918 as recorded in the Washington County Registry in Volume 34 of Certified Survey Maps on pages 1-3 as Document No. 763885, being all of Parcel 1 Certified Survey Map No. 1078 as recorded in the Washington County Registry in Volume 5 of Certified Survey Maps on pages 327-329 as Document No. 360060, part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 9, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

Consent of Corporate Mortgage:

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Certified Survey Map, and does hereby consent to the above certificate of Daniel Stephan and Cheryl Stephan, owners.

IN WITNESS WHEREOF, the said _____ has caused these presents to be signed

by _____, its President, and countersigned by _____,

its Secretary(cashier), at _____, Wisconsin, and its corporate seal to be hereunto

affixed this ____ day of _____, 20____.

In the presence of:

_____(Corporate Seal)
Corporate Name

President Secretary or Cashier Date

STATE OF WISCONSIN)
WASHINGTON COUNTY)s.s.

Personally came before me this ____ day of _____, 201____.

President, and _____, Secretary(cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary(cashier) of said corporation, and acknowledge that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal)_____, Notary Public, _____, Wisconsin.

My commission expires _____



Donald J. Thoma
Donald J. Thoma, S-2470

Dated this ____ day of August, 2018.

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 74-2018

**AWARD OF CONTRACT
SANITARY SEWER & WATERMAIN EXTENSION – PHASE I – (TID #7)
GOLDENDALE ROAD**

WHEREAS, the Village of Germantown will contract for the extension of 18" sanitary sewer and 16" watermain on Goldendale Road from Freistadt Road to just north of the railroad tracks; and,

WHEREAS, the Public Works Committee met on September 11, 2018 and recommended authorization to contract Advance Construction, Inc. to perform the extension of an 18" sanitary sewer and 16" watermain on Goldendale Road from Freistadt Road to just north of the railroad tracks for a of \$3,004,882.80; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the extension of an 18" sanitary sewer and 16" watermain on Goldendale Road from Freistadt Road to just north of the railroad tracks at a cost of \$3,004,882.80 plus a contingency of 2% or \$60,100 for a total approved project amount of \$3,064,982.80.

Introduced by: _____

Adopted: September 17, 2018

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna L. Boldrey, WCMC/CMC
Village Clerk

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

MEETING DATE: September 17, 2018

AGENDA ITEM: New Business

ITEM TITLE: Goldendale Rd Sanitary Sewer & Water Main Extension
PH 1

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

SUMMARY EXPLANATION:

Staff advertised and received five (5) proposals for the construction of the proposed extension of 18" sanitary sewer and 16" water main on Goldendale Road from Freistadt Road to just north of the Railroad Tracks (2,548 lf). Nine (9) potential bidders requested bid documents. The project is included in the feasibility study for TIFD #7.

The five (5) proposals were received from:

- 1) Advance Construction, Inc;
\$2,664,066.30 (TID #7) + \$339,990.00 (TID #8) = \$3,004,882.80
- 2) Vinton Construction, Co;
\$2,720,293.80 (TID #7) + \$334,589.00 (TID #8) = \$3,054,882.80
- 3) Globe Contractors, Inc;
\$3,507,990.60 (TID #7) + \$446,620.00 (TID #8) = \$3,954,610.60
- 4) Dorner, Inc;
\$3,643,893.60 (TID #7) + \$513,570.00 (TID #8) = \$4,157,463.60
- 5) Super Excavators, Inc;
\$3,649,152.80 (TID #7) + \$641,700.00 (TID #8) = \$4,290,852.80

All bidding contractors were reviewed resulting with the determination that all could perform the work required to complete this project.

Staff Engineer Estimate completed in September 2017 was \$1,980,000.00. This estimate did not have all the information that the bid contained such as soil borings and the knowledge that a TID #8 would be created up stream of TID #7. This affected the amount of rock and the depth of the proposed sanitary sewer and the associated connection at the existing manhole in Freistadt Road. Approximately \$655,000.00 of the bid amount will be credited to TID #8. The remaining will be added to TID #7.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER ☒ XX

■ Bid Summary

RECOMMENDATION:

Staff recommends the Village Board award the project to Advance Construction, Inc in the amount of \$3,004,882.80 plus a contingency of 2% or \$60,100.00 for a total approved project amount of \$3,064,982.80.

GOLDENDALE ROAD WATER & SEWER EXTENSION - PHASE 1
VILLAGE OF GERMANTOWN
WASHINGTON COUNTY, WISCONSIN

BID OPENING
WEDNESDAY, AUGUST 29, 2018
10:00 AM
AT: VILLAGE OF GERMANTOWN DPW

I. BASE BID SCHEDULE				Advance Construction, Inc.		Vinton Construction Co.		Globe Contractors, Inc.		Dorner, Inc.		Super Excavators, Inc.	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
SECTION 1 - FREISTADT ROAD TO RAILROAD													
1	Rock Excavation	5,000	CY	\$ 0.01	\$ 50.00	\$ 81.60	\$ 408,000.00	\$ 50.00	\$ 250,000.00	\$ 53.00	\$ 265,000.00	\$ 0.02	\$ 100.00
2	18" Sanitary Sewer (Open Cut)	2,548	LF	\$ 478.00	\$ 1,217,944.00	\$ 320.00	\$ 815,360.00	\$ 750.00	\$ 1,911,000.00	\$ 805.00	\$ 2,051,140.00	\$ 920.00	\$ 2,344,160.00
3	Connection to Existing Manhole	1	EA	\$ 50,000.00	\$ 50,000.00	\$ 2,050.00	\$ 2,050.00	\$ 150,000.00	\$ 150,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00
4	8" Sanitary Sewer	48	LF	\$ 450.00	\$ 21,600.00	\$ 453.00	\$ 21,744.00	\$ 550.00	\$ 26,400.00	\$ 666.00	\$ 31,968.00	\$ 850.00	\$ 40,800.00
5	6" Sanitary Lateral (3)	100	LF	\$ 400.00	\$ 40,000.00	\$ 270.00	\$ 27,000.00	\$ 220.00	\$ 22,000.00	\$ 568.00	\$ 56,800.00	\$ 725.00	\$ 72,500.00
6	6" Sanitary Riser (3)	19.5	VF	\$ 300.00	\$ 5,850.00	\$ 967.00	\$ 18,856.50	\$ 220.00	\$ 4,290.00	\$ 618.00	\$ 12,051.00	\$ 320.00	\$ 6,240.00
7	48" Sanitary Manhole (5)	106	VF	\$ 550.00	\$ 58,300.00	\$ 840.00	\$ 89,040.00	\$ 740.00	\$ 78,440.00	\$ 775.00	\$ 82,150.00	\$ 500.00	\$ 53,000.00
8	16" C-900 Water Main	2,509	LF	\$ 200.00	\$ 501,800.00	\$ 111.50	\$ 279,753.50	\$ 133.00	\$ 333,697.00	\$ 103.00	\$ 258,427.00	\$ 140.00	\$ 351,260.00
9	Connection to Existing 16" Water Main	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 4,191.00	\$ 4,191.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00
10	8" C-900 Water Main	124	LF	\$ 180.00	\$ 22,320.00	\$ 137.00	\$ 16,988.00	\$ 150.00	\$ 18,600.00	\$ 145.00	\$ 17,980.00	\$ 135.00	\$ 16,740.00
11	16" Butterfly Valve	10	EA	\$ 3,300.00	\$ 33,000.00	\$ 4,221.00	\$ 42,210.00	\$ 3,600.00	\$ 36,000.00	\$ 3,250.00	\$ 32,500.00	\$ 3,350.00	\$ 33,500.00
12	8" Gate Valve	2	EA	\$ 1,700.00	\$ 3,400.00	\$ 2,401.00	\$ 4,802.00	\$ 1,700.00	\$ 3,400.00	\$ 2,500.00	\$ 5,000.00	\$ 1,700.00	\$ 3,400.00
13	1 1/2" HDPE Water Service (2)	102	LF	\$ 115.00	\$ 11,730.00	\$ 120.00	\$ 12,240.00	\$ 128.00	\$ 13,056.00	\$ 155.00	\$ 15,810.00	\$ 125.00	\$ 12,750.00
14	Hydrant Assembly	5	EA	\$ 6,000.00	\$ 30,000.00	\$ 6,848.00	\$ 34,240.00	\$ 7,200.00	\$ 36,000.00	\$ 8,700.00	\$ 43,500.00	\$ 6,500.00	\$ 32,500.00
15	71" x 47" CMP	61	LF	\$ 700.00	\$ 42,700.00	\$ 223.00	\$ 13,603.00	\$ 500.00	\$ 30,500.00	\$ 600.00	\$ 36,600.00	\$ 600.00	\$ 36,600.00
16	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 190,000.00	\$ 190,000.00	\$ 40,000.00	\$ 40,000.00	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00
17	Common Excavation	1	LS	\$ 188,000.00	\$ 188,000.00	\$ 395,262.00	\$ 395,262.00	\$ 150,000.00	\$ 150,000.00	\$ 200,000.00	\$ 200,000.00	\$ 195,000.00	\$ 195,000.00
18	Excavation Below Subgrade	600	CY	\$ 17.00	\$ 10,200.00	\$ 22.23	\$ 13,338.00	\$ 30.00	\$ 18,000.00	\$ 30.00	\$ 18,000.00	\$ 30.00	\$ 18,000.00
19	Crushed Aggregate, 3-inch (EBS)	1,200	TON	\$ 16.40	\$ 19,680.00	\$ 13.62	\$ 16,344.00	\$ 20.00	\$ 24,000.00	\$ 25.00	\$ 30,000.00	\$ 16.00	\$ 19,200.00
20	Crushed Aggregate, 1 1/4-inch	5,700	TON	\$ 15.00	\$ 85,500.00	\$ 13.62	\$ 77,634.00	\$ 17.00	\$ 96,900.00	\$ 18.00	\$ 102,600.00	\$ 15.00	\$ 85,500.00
21	Crushed Aggregate, 3/4-inch (Shoulder)	250	TON	\$ 35.00	\$ 8,750.00	\$ 28.12	\$ 7,030.00	\$ 36.00	\$ 9,000.00	\$ 40.00	\$ 10,000.00	\$ 40.00	\$ 10,000.00
22	3" HMA Pavement Binder Course (3 LT 58-28 S)	1,550	TON	\$ 59.67	\$ 92,488.50	\$ 58.70	\$ 90,985.00	\$ 63.00	\$ 97,650.00	\$ 62.00	\$ 96,100.00	\$ 63.00	\$ 97,650.00
23	2.5" HMA Pavement Surface Course (4 LT 58-28 S)	1,300	TON	\$ 66.77	\$ 86,801.00	\$ 65.80	\$ 85,540.00	\$ 69.00	\$ 89,700.00	\$ 70.00	\$ 91,000.00	\$ 68.00	\$ 88,400.00
24	Lawn Restoration	5,800	SY	\$ 7.00	\$ 40,600.00	\$ 6.90	\$ 40,020.00	\$ 7.00	\$ 40,600.00	\$ 7.65	\$ 44,370.00	\$ 5.00	\$ 29,000.00
25	Erosion Mat Urban Class I Type B	2,900	SY	\$ 2.00	\$ 5,800.00	\$ 1.90	\$ 5,510.00	\$ 2.00	\$ 5,800.00	\$ 2.00	\$ 5,800.00	\$ 2.00	\$ 5,800.00
26	Erosion Control / By-pass for Utility Installation	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00
27	Pavement Marking, Epoxy, 4" Edge Line	5,356	LF	\$ 0.55	\$ 2,945.80	\$ 0.55	\$ 2,945.80	\$ 0.60	\$ 3,213.60	\$ 0.60	\$ 3,213.60	\$ 0.55	\$ 2,945.80
28	Pavement Marking, Epoxy, 4" Centerline	2,740	LF	\$ 0.55	\$ 1,507.00	\$ 0.55	\$ 1,507.00	\$ 0.60	\$ 1,644.00	\$ 0.60	\$ 1,644.00	\$ 0.55	\$ 1,507.00
29	Pavement Marking, Epoxy, 18" Stop Bar	40	LF	\$ 10.00	\$ 400.00	\$ 10.00	\$ 400.00	\$ 10.00	\$ 400.00	\$ 11.00	\$ 440.00	\$ 10.00	\$ 400.00
30	Pavement Marking, Epoxy, Railroad Crossing	2	EA	\$ 850.00	\$ 1,700.00	\$ 850.00	\$ 1,700.00	\$ 850.00	\$ 1,700.00	\$ 900.00	\$ 1,800.00	\$ 850.00	\$ 1,700.00
TOTAL SECTION 1 (ITEMS 1-30):				\$	2,664,066.30		\$ 2,720,293.80		\$ 3,507,990.60		\$ 3,643,893.60		\$ 3,649,152.80

I. BASE BID SCHEDULE				Advance Construction, Inc.		Vinton Construction Co.		Globe Contractors, Inc.		Dorner, Inc.		Super Excavators, Inc.	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
SECTION 2 - RAILROAD CROSSING													
31	18" Sanitary Sewer (Open Cut)	130	LF	\$ 478.00	\$ 62,140.00	\$ 320.00	\$ 41,600.00	\$ 750.00	\$ 97,500.00	\$ 725.00	\$ 94,250.00	\$ 1,100.00	\$ 143,000.00
32	16" C-900 Water Main (Open Cut)	140	LF	\$ 230.00	\$ 32,200.00	\$ 111.50	\$ 15,610.00	\$ 220.00	\$ 30,800.00	\$ 200.00	\$ 28,000.00	\$ 200.00	\$ 28,000.00
33	18" Sanitary Sewer (Jack & Bore)	70	LF	\$ 190.00	\$ 13,300.00	\$ 125.00	\$ 8,750.00	\$ 1,500.00	\$ 105,000.00	\$ 1,300.00	\$ 91,000.00	\$ 135.00	\$ 9,450.00
34	16" C-900 Water Main (Jack & Bore)	60	LF	\$ 150.00	\$ 9,000.00	\$ 171.00	\$ 10,260.00	\$ 700.00	\$ 42,000.00	\$ 625.00	\$ 37,500.00	\$ 240.00	\$ 14,400.00
35	36" Casing Pipe-Sanitary	70	LF	\$ 1,845.00	\$ 129,150.00	\$ 2,296.00	\$ 160,720.00	\$ 1,500.00	\$ 105,000.00	\$ 2,300.00	\$ 161,000.00	\$ 5,000.00	\$ 350,000.00
35A	36" Casing Pipe-Watermain	60	LF	\$ 1,250.00	\$ 75,000.00	\$ 1,191.00	\$ 71,460.00	\$ 700.00	\$ 42,000.00	\$ 1,180.00	\$ 70,800.00	\$ 1,300.00	\$ 78,000.00
36	48" Sanitary Manhole (1)	18	VF	\$ 550.00	\$ 9,900.00	\$ 840.00	\$ 15,120.00	\$ 740.00	\$ 13,320.00	\$ 1,100.00	\$ 19,800.00	\$ 500.00	\$ 9,000.00
37	16" Butterfly Valve	1	EA	\$ 3,300.00	\$ 3,300.00	\$ 4,221.00	\$ 4,221.00	\$ 3,600.00	\$ 3,600.00	\$ 3,120.00	\$ 3,120.00	\$ 3,350.00	\$ 3,350.00
38	Hydrant Assembly	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 6,848.00	\$ 6,848.00	\$ 7,400.00	\$ 7,400.00	\$ 8,100.00	\$ 8,100.00	\$ 6,500.00	\$ 6,500.00
TOTAL SECTION 2 (ITEMS 31-38):					\$ 339,990.00		\$ 334,589.00		\$ 446,620.00		\$ 513,570.00		\$ 641,700.00

TOTAL SECTIONS 1 AND 2 (ITEMS 1-38):				\$ 3,004,056.30		\$ 3,054,882.80		\$ 3,954,610.60		\$ 4,157,463.60		\$ 4,290,852.80
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I. ALTERNATE BID SCHEDULE				Advance Construction, Inc.		Vinton Construction Co.		Globe Contractors, Inc.		Dorner, Inc.		Super Excavators, Inc.	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
3A	Remove & Replace Existing Manhole	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 21,117.00	\$ 21,117.00	\$ 235,000.00	\$ 235,000.00	\$ 100,000.00	\$ 100,000.00	\$ 125,000.00	\$ 125,000.00
TOTAL ALTERNATE BID (ITEM 3A):					\$ 100,000.00		\$ 21,117.00		\$ 235,000.00		\$ 100,000.00		\$ 125,000.00

TOTAL SECTIONS 1 AND 2 WITH ALTERNATE A:				\$ 3,054,056.30		\$ 3,073,949.80		\$ 4,039,610.60		\$ 4,192,463.60		\$ 4,350,852.80
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I. BASE BID SCHEDULE				Advance Construction, Inc.		Vinton Construction Co.		Globe Contractors, Inc.		Dorner, Inc.		Super Excavators, Inc.	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL

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

MEETING DATE: September 17, 2018

AGENDA ITEM: New Business

ITEM TITLE: Northeast Sanitary Sewer Expansion-Wrenwood Development

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

SUMMARY EXPLANATION:

This Public Works and Highway Committee has previously discussed this item on February 6, 2018 and September 11, 2018, with the Committee motioning to advance this item to the Village Board for discussion and approval of the Developer's Shared Amount and method of payment of Shared Amount relative to the cost of constructing the gravity sanitary sewer, Force Main and Sanitary Pump Station. This does not include the cost to construct the sanitary sewer interior of the development. The attached map indicates areas to be serviced by the Wrenwood Regional Lift Station, areas to be serviced by gravity sewer and areas to be served by a on site lift station pumping to the Wrenwood Lift Station.

The discussion tonight is regarding the overall cost and the method by which the cost is to be allocated or shared between the Village and the Developer. Items to consider are 1) developer can only develop with a lift station, 2) the proposed lift station will serve the Wrenwood Development and undeveloped areas to the north and east, 3) the abandonment of the Village's oldest lift station and 4) installation of gravity sanitary sewer to serve the Wrenwood lift station and abutting areas of the Village. Staff and the developer considered a flow contribution method for total cost sharing. In addition, we investigated the possibility of sharing the cost exceeding that of the cost of the lift station/force main if constructed to serve only the Wrenwood Development and added cost to increase the capacity of the lift station to accommodate the additional flow from the other various village sources. This proved to be cumbersome and only showed that we ended back evaluating based on contribution of volume of flow. Therefore, we are recommending to base the cost sharing on the flow contribution of the different areas and the associated volume of estimated flow from those areas.

Utilizing Flow Based Cost sharing the Village's consulting engineer, rsSmith, developed a cost sharing percentage based on the number of Housing Units either planned as in Wrenwood and also by standards applied to vacant land and zoning. Based on these values the cost sharing percentage determined is Wrenwood (30.9%) and Village (69.1%).

The total estimated cost for the gravity sewer, lift station, force main and engineering fees is \$3,782, 000.00. Based on the above mentioned percentages, the estimated Wrenwood amount is

\$1,168,638.00 and the Village amount is \$2,613,362.00

In addition, to the Villages flow based cost share the Village would also have the entire cost to abandon the existing lift station and construct the gravity sewer to the new lift station in the estimated amount of \$1,411,750.00.

In addition, there is the possibility of additional cost due to depth of installation of a portion of the sanitary sewer within the Wrenwood Development. Staff would recommend that any additional cost due to added depth be included in the Developers Agreement as a non added cost and 100% developer responsibility.

In addition, there is a cost share for the 12" water main installed by the Village this year. The Village Water Utility was required to install the water main prior to the reconstruction of the Mequon Road and Country Aire Road intersection by the WIDOT. The value of the cost share has not been determined but estimated to be around \$150,000.00 to \$175,000.00.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

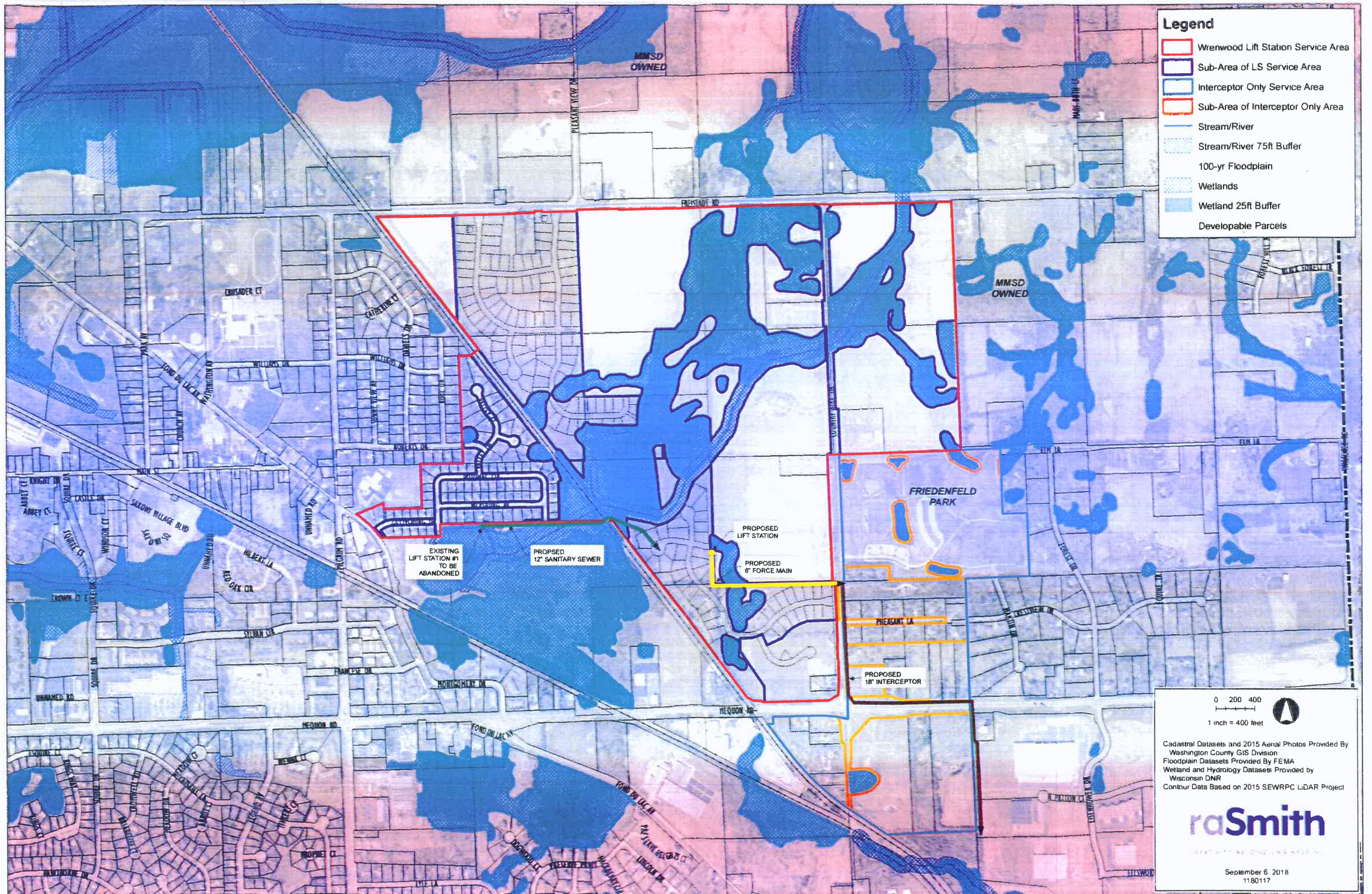
- Map indicating Service Area Boundary

RECOMMENDATION:

Staff is requesting approval to proceed with the Flow Based Cost Share method for sanitary sewer utilizing the share amount of Village at 69.1% and Developer at 30.9% with the final share amount to be based on actual construction cost and the addition for equitable cost share of water main installed on Country Aire Drive.

COMMITTEE ACTION:

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



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

MEETING DATE: September 17, 2018

AGENDA ITEM: New Business

ITEM TITLE: Discussion—Sanitary Sewer & Water Service Area—Holy Hill & Goldendale Roads

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

SUMMARY EXPLANATION:

Staff is bringing this topic forward tonight to describe the area that can be served by the proposed sanitary sewer and water main in the Holy Hill Road/Goldendale Road/TID #8 Area. The sanitary sewer is 18" PVC and the Water Main is 16" PVC. Both originate at the intersection of Freistadt Road and Goldendale Road with the section from Freistadt Road to just north of the railroad tracks being constructed as part of TID #7. This section is on the agenda tonight for recommendation and award. The attached map indicates the ultimate service area for the sanitary sewer and water main. The northern boundary line is approximately 200 feet north of Rockfield Road, the east line was arbitrarily picked to be CTH 45'ish with cutouts for Isabelle Farms the and the west area has not had the service line finalized but service area could expand into Richfield with the installation of a Sewage pump station on the west side of I41. These areas have not been committed and are in need of further discussion which is one reason for the presentation this evening. With this information additional planning can begin to determine desired land use. Also, there are areas that cannot be served by a gravity sanitary sewer towards Bonniwell Road but the sanitary sewer has capacity and with a pump station those areas can be served in the future if the need arises.

With this additional area served by sanitary sewer and water main the need also requires additional capacity requirement of the water system in the way of an additional Well and Tower in the overall Village Water Utility. This is being addressed partially by the Zilber Group being required, by way of the Developers agreement, to give the Village a maximum 2-acre parcel within their development, currently this is being evaluated to be in the northeastly area of their development. This is an ideal location for a water tower due to the elevation of the land in that area. The well will be a deep well therefore the location is not critical. This new water system would be in an elevated area of the Village and this means that a second pressure zone will be created requiring a method to control the water flow and pressure in and out of this area. This is accomplished by a booster pump/pressure reducing station, which the location has not been confirmed at this time.

Other areas that may be of concern for sanitary service is the Self-Storage and the old marine business between the Self-Storage and I41. We have determined that these two areas can be served. Additionally, the Franks Landscaping area can be served by the existing 8" sanitary stub

at the west side of the manhole at Freistadt Road and Goldendale Road.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

- Map indicating Service Area Boundary

RECOMMENDATION:

Staff has made this presentation for informational purposes only and no recommendation or motion is required.

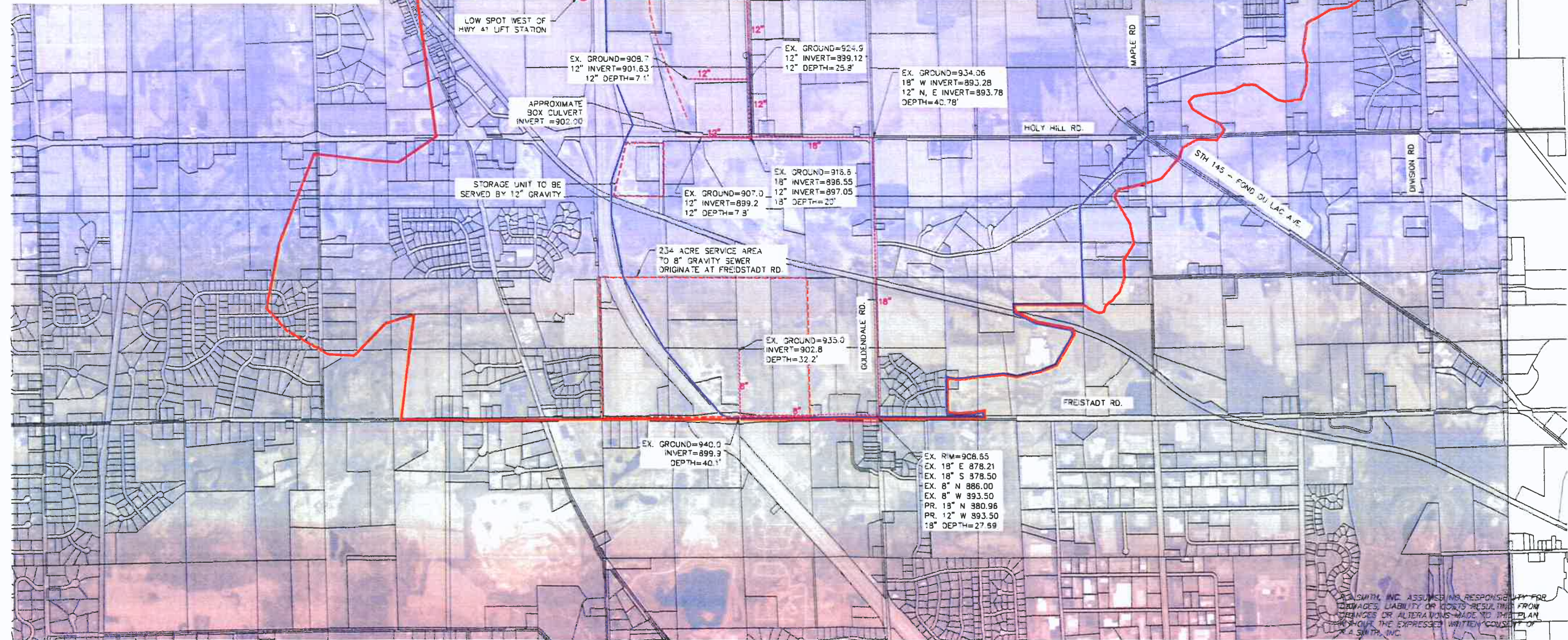
COMMITTEE ACTION:

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.

TOTAL SERVICE AREA
WITH LIFT STATIONS

AREA SERVICEABLE
BY GRAVITY

- CONTOURS BASED ON GIS SURFACE DATA
- SANITARY SERVICE AREA BASED ON ASSUMPTION THAT SOME AREAS WILL BE SLAB ON GRADE OR HUNG BASEMENT PLUMBING REDUCING THE REQUIRED SEWER DEPTH: AREA WEST OF SWALE TO BE FIELD VERIFIED TO DETERMINE SERVICE AREA IMMEDIATELY EAST OF I-41 ADJACENT TO SWALE

[illegible]

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

MEETING DATE: September 17, 2018

AGENDA ITEM: New Business

ITEM TITLE: Easement for underground Electric Cable

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

SUMMARY EXPLANATION:

Construction of the proposed Police Evidence Building has encountered a conflict with an existing underground electric cable. The cable requires relocation and to perform this work We energies requires an easement. The easement document has been reviewed and approved by the Village's staff surveyor.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER XX

■ Easement Documents

RECOMMENDATION:

Staff recommends the Village Board approve the Easement to We energies for the purpose of relocating an existing underground electric cable.

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4273657** IO NO. **76253**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VILLAGE OF GERMANTOWN, A MUNICIPAL CORPORATION**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land in various widths being a part of Grantor's premises described as **Certified Survey Map No. 2334**, Volume 12 Pages 186 to 188, recorded in the office of the Register of Deeds for Washington County on **December 3, 1980** as **Document No. 432792**, in the Northwest 1/4 of Section 27, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

GTNV_272993
(Parcel Identification Number)

Address: N112W16877 Mequon Road, Germantown, WI

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

Grantor:

VILLAGE OF GERMANTOWN, A MUNICIPAL CORPORATION

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____,
the above named _____, the _____
and _____, the _____
of the VILLAGE OF GERMANTOWN, A MUNICIPAL CORPORATION, for the municipal corporation, by its authority, and
pursuant to Resolution File No. _____ adopted by its _____
on _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

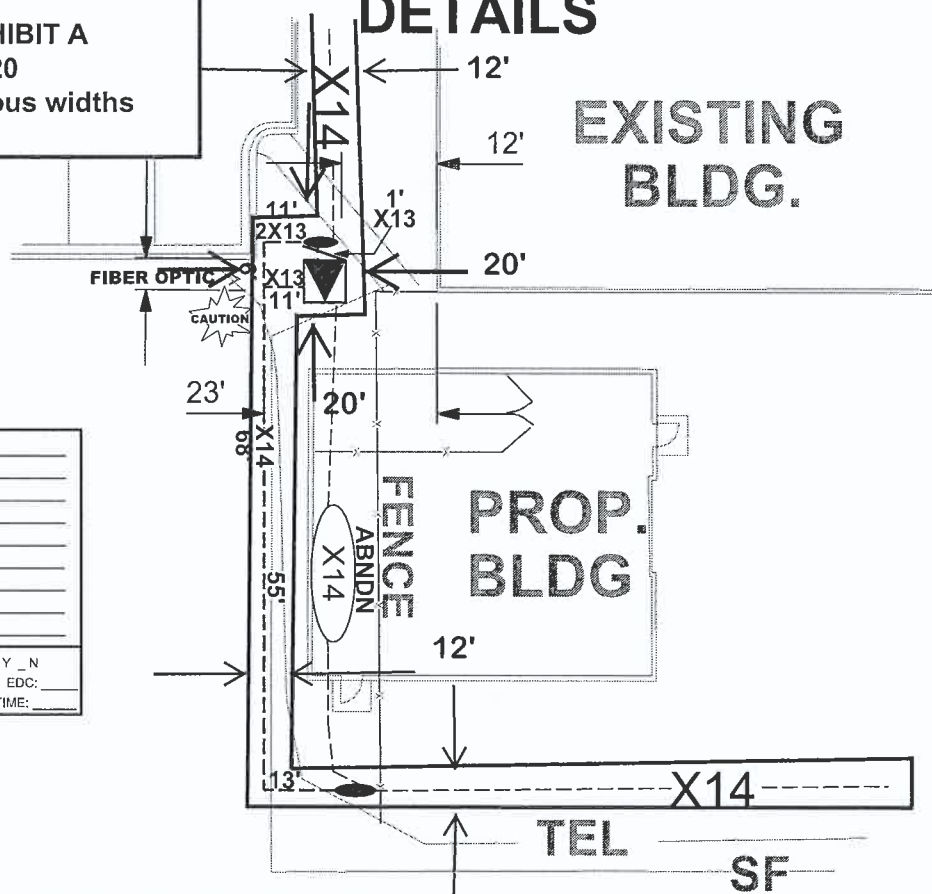
(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Barb Schaefer on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.



**EXISTING
BLDG.**



MANUFACTURER: _____
KVA: _____
VOLTAGE: _____
LOCATION ID: _____
PHASE: _____
FLUID TYPE: _____
DESIGN IZ: _____
SERIAL: _____
MATERIAL #: _____

FOR SOG USE ONLY WE ENERGIES EQUIPMENT ENERGIZED _ Y _ N
Customer EQUIPMENT ENERGIZED _ Y _ N EDC: _____
SWITCHED BY: _____ DATE/TIME: _____

VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: September 17, 2018

AGENDA ITEM: New Business

ITEM TITLES: Administrator Performance Review

SUBMITTED BY: Steven Kreklow, Village Administrator

SUMMARY EXPLANATION:

The Village Board has set a goal of improving employee accountability by implementing consistent and comprehensive performance measurement and evaluation systems. As part of developing this system, we have been using the annual review process for the Village Administrator as a pilot for new forms and processes. In the spring of this year, the Village Board reviewed and approved the performance standards for my position as included in the attachments to this report. I have updated the evaluation form itself to reflect other feedback from the Board at that time. In addition, I have added comments on the status of my progress towards the performance standards at this point in the year.

I plan to present information for a final evaluation from the Board in early December of this year. We will begin the process of implementing this performance evaluation system for other Village employees in December of this year as well. These forms will be used to evaluate employee performance in December of 2019.

Attached: Ordinance_____ Resolution_____ Other__X__

Recommendation:

No action is required at this time.

Committee Action:

Village Administrator: Steve Kreklow
2018 Performance Standards

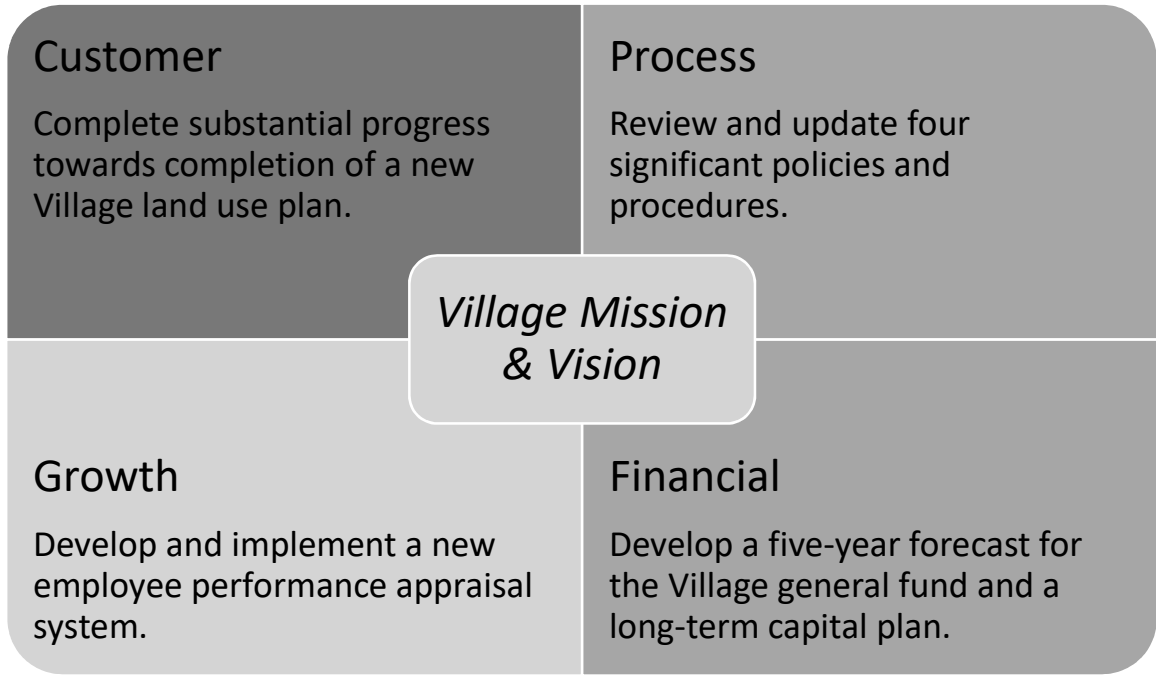
Part 1: Core Competencies (40%)

Competency	Description	Score	Employee Comments	Trustee Comments
Leading Change	Assesses and adjusts to changing situation, identifying and implementing innovative solutions as appropriate. Balances change and continuity; continually strives to improve service delivery; creates a work environment that encourages creative thinking, collaboration and transparency, and maintains focus even in adversity.		<i>Managed leadership changes in Fire Department and Village Clerk's Office including challenging public relations issued. Managed effective response to new development in the Village and school construction project.</i>	
Leading People	Fosters and encourages a proactive, problem solving culture that maximizes creativity and collaboration and adheres to relevant laws, policies and procedures and common sense. Recruits, retains and develops talented employees who reflect the values of the community with the skills needed to accomplish organizational objectives while supporting workforce diversity, inclusion and opportunity.		<i>Hired highly qualified staff in difficult to fill positions in Engineering and the Clerk's Office. Worked to increase accountability of Village staff. Revised Village harassment policies and provided training to all Village employees. Developing new performance review methodology.</i>	
Communication	Effectively communicates with Village residents, community organizations and businesses, as well as the Board of Trustees and Village employees. Ensures that the Board of Trustees is informed of significant events in a timely manner and is provided the information and analysis needed for key policy decisions. Facilitates a Village work environment that encourages regular communication between managers and staff, and across organizational boundaries.		<i>Established new quarterly Community Newsletter. Met regularly with Village Board members as requested. Held extra community input sessions on controversial development proposals. Held regular department head meetings. Scheduled all-employee lunches to improve morale and increase interdepartmental communication.</i>	
Business Acumen	Assesses, analyzes, acquires and administers human, financial, material and information resources in a manner that instills public trust and accomplishes the Village's mission.		<i>Served with transparency during controversial human resource and development issues. Updated critical human resource policies and procedures.</i>	

Definition of Scores

Score	Level	Definition
4	Outstanding	Far exceeds performance expectations; overcomes unanticipated barriers and unusual pressures and demands; delivers results of the highest quality.
3	Exceeds Expectations	Demonstrates unusual resourcefulness in dealing with challenges; accomplishments reflect successful completion beyond what is normally expected.
2	Meets Expectations	Solid, dependable performance that complies with established timelines and parameters for quality and quantity of work.
1	Needs Improvement	Shows the basic ability necessary to be successful; contributions are acceptable in the short term; occasional lapses that impair operations or cause concern.
0	Unacceptable	Repeated instances where performance deficiencies detract from the Village’s mission and objectives and impair operations.

Part 2: Balanced Scorecard Objectives (60%)



Definition of Scores

Score	Level	Definition
4	Outstanding	Objective has been achieved with significant cost or time savings or with benefits well above expectations.
3	Exceeds Expectations	Objective has been achieved in advance of expected time frames or with greater than anticipated benefits.
2	Meets Expectations	Objective has been fully achieved within expected time frame and costs.
1	Needs Improvement	Shows basic ability to be successful; contributions are acceptable in the short term; occasional lapses that impair operations or cause concern.
0	Unacceptable	Repeated instances where performance deficiencies detract from Village’s mission and objectives and impair operations.

Scoring Summary

Objective	Employee Comments	Supervisor Comments	Score
Customer: Land Use Plan	<i>Held initial planning kick-off meetings with Plan Commission. Obtained Technical Project Assistance project from EPA for Main Street Connection plan. Expect to issue RFP and conduct interviews for long-term land use plan consultant in 4th quarter.</i>		
Process: Policies and Procedures	<i>Completed Updates to purchasing policy and harassment policy. Development policy, hiring process and performance evaluation policy to be presented in 4th quarter. Additional process improvements completed related to purchasing cards and emergency response.</i>		
Development: Performance Appraisal System	<i>Forms and core processes developed and piloted with annual Administrator's performance review. Additional training materials are being developed. Also completed updates to mission, vision and value statements and position descriptions.</i>		
Five-Year Forecast	<i>Data gathered for core five-year forecast is substantially complete. Five-year model and ten-year paving program to be presented to Village Board as part of 2019 budget process.</i>		

Village Administrator Performance Evaluation Score Calculator

Part 1: Core Competencies (40%)

	Trustee 1	Trustee 2	Trustee 3	Trustee 4	Trustee 5	Trustee 6	Trustee 7	Trustee 8	President	Average
Leading Change										0.00
Leading People										0.00
Communication										0.00
Business Acumen										0.00
Overall Core Competencies Score	0	0	0	0	0	0	0	0	0	0.00

Part 2: Balance Scorecard Objectives (60%)

	Trustee 1	Trustee 2	Trustee 3	Trustee 4	Trustee 5	Trustee 6	Trustee 7	Trustee 8	President	Average
Land Use Plan										0.00
Policies and Procedures										0.00
Performance Appraisal System										0.00
Five-year Forecast										0.00
Overall Balance Scorecard Score	0	0	0	0	0	0	0	0	0	0.00

Weighted Core Competency Score **0.00**

Weighted Balanced Scorecard Score **0.00**

Overall Performance Score **0.00**

	% Performance Pay	
Overall Performance Score	Min	Max
0-1.5	0.0%	0.5%
1.51 to 2.5	0.5%	2.5%
2.51 to 3.5	2.5%	3.5%
3.51 to 4.0	3.5%	5.0%