

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, January 18, 2021 7:00 p.m.

**LOCATION: Germantown Village Hall Board Room
N112 W17001 Mequon Road**

NOTICE: Pursuant to the current recommendation of the Centers for Disease Control and Prevention limiting the size of public gatherings, capacity within the Board Room will be limited. Members of the body and citizens may also attend the meeting virtually through the WebEx platform, Meeting #: 126 103 6666 Password: TvaRbNTd329 which can be accessed by phone at 408-418-9388 or by logging on <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m7dda95d28808d228f5c58427cb72cf52> Citizens wishing to view the meeting are encouraged to watch the live broadcast of the meeting through Channel 25 on Spectrum cable, or the livestream on the Village's website. Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@village.germantown.wi.us by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration.

AGENDA

- 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:**
 - A. 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, to include:
- 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) Written Public Comments should be directed to comments@village.germantown.wi.us, by 4 p.m. on Monday, January 18th.

VII. CONSENT AGENDA:

- A. Approval of Minutes January 4, 2021 Regular Village Board Meeting.
- B. Accounts payable/payroll
 - 1. January 11, 2021 Accounts Payable \$ 606,474.76
 - 2. January 15, 2021 Payroll (Salary) \$ 101,410.52
- C. Well #3 – Replacement of Tonka Programable Logical Controllers and HMI in an amount not to exceed \$28,600 with William Reid.
- D. PLC and HMI Upgrades for Well's 2, 3, 4, 5, 7, and Towers 1, 2, and 3 with Terminal Andrea for the in an amount not to exceed \$94,100.
- E. Engineering Design Services and PLC upgrades for six wells and three water towers with Ruekert Mielke in an amount not to exceed \$77,760.
- F. Engineering Design Services for Holy Hill Reconstruction Project with raSmith in an amount not to exceed \$164,738.
- G. Graef Contract Extension through March 31, 2021.

VIII. UNFINISHED BUSINESS

- A. Postpone until February 15th: Conditional Use Permit Amendment for Kevin H. Behnke, Agent and Property Owner of the Apple Works Winery LLC - W179 N12536 Fond du Lac Avenue, to allow an expansion of the existing business to and use of the property as a venue for weddings and other events including: a 5,150 sqft building with seating capacity of 125 persons; an outdoor patio with 900-1080 sqft covered shelter and outdoor fireplace; and a 35-50 vehicle parking lot.
- B. Waste Management Contract for Solid Waste and Recycling Collection and Disposal.

IX. PUBLIC HEARINGS:

- A. None.

X. NEW BUSINESS:

- A. Budget Manager Classification of Paygrade.
- B. Blanket Purchase Order –Replacement of hydrants, lead, and valves with an allocation not to exceed \$160,000.
- C. Blanket Purchase Order – Gate Valve Replacements with an allocation not to exceed \$25,000.
- D. Northeast Interceptor Project Change Order in an amount not to exceed \$259,895.
- E. Approval of Amendments to Declaration of Restrictions for The Preserve of Germantown.
- F. 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.

The next regular meeting of the Village Board will be on Monday, February 1, 2021 at 7:00 p.m.

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

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
January 4, 2021**

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

ROLL CALL: Present: President Wolter, Trustees Baum, Hudson, Kaminski, Miller, Myers, Pieper, Wing, and Zabel. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Manager Tucker, Director Retzlaff, and Associate Planner Zandt. Clerk's Note: This was a partial Virtual Webex Meeting.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

None.

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

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

Liliabeth Yao submitted an email with comments of the Kinderburg Estates Development Plat. She commented the site features of Kinderburg Estates Development such as fences should be consistent to the Preserve and Windsong Subdivisions.

Jim and Deb Denton of Crabtree Lane submitted an email with comments on the Kinderburg Estates Development that the basic site features such as fences are consistent to surrounding subdivisions.

Mary Hudson Windsong Circle West submitted an email with comments to reconsider an item in the HOA of the Kinderburg Estates that white vinyl privacy fences are allowed. This is inconsistent with surrounding neighborhoods.

Terry Tschetter of Wilson Drive submitted an email with concern of invasive species removal for the Kinderburg Estates Development Agreement. The Eastern edge of the development is a concern. Current concern is that it only refers to the August 7 landscaping. He commended Veridian for the removal of the invasive species on the Eastern edge of the development. The development plan of November 6 includes the removal and replacement of the invasive species. He requested to include the revised plan in the approving conditions.

Jan Miller of Windsong Circle West submitted an email and came forward to comment on the Kinderburg final plat. She commented on the concern to elevate the new subdivision to mimic the subdivisions of the Preserve and Windsong. She commented on basic site features, such as fences, out buildings, and lease agreements. She commented on the HOA that there are no outbuildings allowed and no above ground pools, lamp posts, landscaping kept up.

She does not agree with allowing fences on the owner's lots. The fences are white vinyl and in the back yard. In the HOA there are placement restrictions for the fences. She spoke against the white

vinyl fences. She is not in favor of the vinyl siding. She commented on the lease agreements and of the parade of homes. She commented to close Blackbird Point and make provisions for transportation from a public or church parking lot.

She commented for the board to withhold or vote down until the proper landscape plan is in place. The landscape plan plantings are 2.5 feet or 6 feet which is not very big. Would like the shrubbery to be larger and throughout the perimeter.

Sam Kruschel of W177N12581 apple blossom lane submitted an email. The email spoke against the conditional use permit for Appleworks Winery. The comments included that the property use is not one of the permitted uses in zoning code. Spoke of concerns of the noise. In 2013 commitments were made by Mr. Behnke such as sealcoating. Mr. Kruschel commented he would like to see reduction of hours from 10 am – 9 pm and reduction of the days of operation to the weekends. Mr. Behnke should have to live on the property. They would like to see increased foliage.

Kurt Will, W177N12640 Apple Blossom Lane came to the podium. He spoke of the history of the property. Mr. Behnke split the original property to sell. He commented on the proposed building that is 356 feet from the last property. Commented against hard alcohol. Commented on increased traffic and noise and music. Concerned of trespassing.

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

None.

CONSENT AGENDA:

- A. Approval of Minutes December 21, 2020 Regular Village Board Meeting and December 28, 2020 Special Village Board Meeting.
- B. Accounts payable/payroll
 - 1. December 25, 2020 Accounts Payable \$ 1,041,425.91
 - 2. December 30, 2020 Payroll (Salary) \$ 103,252.89
 - 3. December 30, 2020 Accounts Payable \$ 1,675.00
 - 4. January 5, 2021 Payroll (Hourly) \$ 237,160.34

Motion (Baum/Myers) to approve Consent agenda A-B. Roll call vote carried unanimously.

UNFINISHED BUSINESS:

- A. Conditional Use Permit Amendment for Kevin H. Behnke, Agent and Property Owner of the Apple Works Winery LLC - W179 N12536 Fond du Lac Avenue, to allow an expansion of the existing business to and use of the property as a venue for weddings and other events including: a 5,150 sqft building with seating capacity of 125 persons; an outdoor patio with 900-1080 sqft covered shelter and outdoor fireplace; and a 35-50 vehicle parking lot.

Assistant Planner Zandt came to the podium to present the amendment to the conditional use permit amendment. The site location and map were presented. The property zoning is A-2 Agricultural with surrounding properties as Rs-1 Residential and A-1 Agricultural to the West.

History of the property was reviewed. The 2002 conditional use permit for storage was discussed. The rezoning and CUP for the winery was discussed. The hours are 10 am – 9 pm, 7 days per week. Tasting room and outdoor patio.

The proposal for the second patio was shown and reported on. A sample image and location was shown. A rendering of the proposed addition was shown, includes overhead garages. Acoustical barriers were commented on. The gravel parking lot installation was shown with future paving of the parking area. The event venue operation proposal was shown. Hours of 6 am – 11 pm with cleanup up between 11 pm – 12 am. Food to be catered.

There is a current license for Wine and Beer. Hard Liquor to be applied for in the future. The plan commission recommended limiting alcohol to beer and wine and is included in the conditions of approval.

Proposal will change the character of the business as approved in 2013. Different type of patrons and potential negativity to surrounding property.

Planning and Zoning staff have notified Washington County requiring approval of the sanitary improvements.

Stormwater management plan required if over half an acre MMSD requirement will kick in.

The plan commission recommendation with conditions was shown. Discussion ensued of the nine conditions, including the other two conditional use permits. Liquor and hours of operation is not included.

Condition states that a temporary use permit is required as in the CUP from 2019 specific to the winery.

Staff does have concerns of the compatibility of the use with the surrounding residential areas. The proposal will change the business from 2013.

The conditional use permit does not say if outdoor music is allowed.

Motion (Baum/Myers) Conditional Use Permit Amendment for Kevin H. Behnke, Agent and Property Owner of the Apple Works Winery LLC - W179 N12536 Fond du Lac Avenue, to allow an expansion of the existing business to and use of the property as a venue for weddings and other events including: a 5,150 sqft building with seating capacity of 125 persons; an outdoor patio with 900-1080 sqft covered shelter and outdoor fireplace; and a 35-50 vehicle parking lot.

Amendment Motion (Wing/Zabel) to add a condition of no music outside on entire outside site. Mr. Behnke will add air conditioning and an employee to watch. Music is mostly 2-5 pm. Adds an acoustical guitar or violin.

Discussion ensued of the special use permit for music amplified or not. Once the bandshell opened up Mr. Behnke thought he could have music too.

Discussion ensued of the noise and two additional CUPs that are included with the proposed CUPs. Discussion of outside noise and that you can hear if there is nothing in between.

Discussion ensued that Mr. Behnke did not know he needed a permit inside for music.

Discussion ensued of the conditions just to the event proposals.

Mr. Kurt Will commented to update the mapping. There is a property 360 feet from the proposed wedding venue. Maps of the property showing the residences were shown.

Baum commented on a guitar or string quartet on the patio.

Gary Schwind of W177N12586 Apple Blossom Lane came to the podium. He is the furthest property. He commented on the noise. He commented on the extra traffic which is a private road due to the signs. He is spending a lot of money for the privacy.

Motion to amend failed.

Amendment Motion (Baum/Myers) to allow for non-amplified music such as acoustical guitars, acoustical violins, or string quartets to be allowed from 2 pm – 6 pm daily on the outdoor patio adjacent to the retail/tasting room added to include inside the tasting room.

Discussion ensued of the requirement for the permit. The discussion of the conditional use permit ensued. The amendment motion would replace 7 b of the conditional use permit.

Discussion ensued of special permission from neighbors for music.

Mr. Will commented that they are open to work with Mr. Behnke. Discussion of the music if only to 6 pm no problem. The winery music does not stop at 6 pm.

Discussion ensued of the hard liquor and that Mr. Behnke could apply for this license. There is not a license available.

Discussion ensued of the noise and amplified and outdoor music. Commented that Dheinsville does not have walls. They use curtains. 2-6 pm is acceptable.

The motion does not replace 7B, but it is added to 7B. If inside the winery would need to get a permit from the Community Development Department. Discussion ensued if this includes amplified vocals.

Discussion ensued of the sound / noise code and no decibel level reading. The Village Ordinance does not have include the decibel level reading.

Comments ensued of the bride and groom signing a noise compliance agreement.

Amendment Motion failed.

Motion (Zabel/Wing) No outside music is permitted at barn venue. The outdoor venue is for outside near the existing patio.

Discussion ensued of postponing the item to next meeting to address the issues that were raised.

Discussion ensued of other issues, such as traffic, the number of events and what is reasonable.

Discussion ensued of the addition of conditions for the entire property.

Discussion ensued of the additional traffic in that area and how many events are reasonable to the neighbors. Is this a good use of the property?

Motion (Wing/Baum) to table (postpone) the item to a future meeting. Motion carried unanimously.

Attorney Sajdak commented for Trustees to email him directly with specific concerns.

- B. Conditional use permit amendment for Ashbury Woods Condominium Association, Property Owners – W172N11000 Division Road & Ashbury Lane; Amending CUP #4-87 to allow for additional recreational amenities to the Ashbury woods Condominium common area.

Motion (Myers/Pieper) to approve the conditional use permit amendment for Ashbury Woods.

Director Retzlaff presented the Conditional Use Permit amendment. The Site Location was shown. 24 acres in size. The use was converted to condo ownership in 2010. The CUP does allow for common amenities. Renovate to include picnic pavilion and renew and replace pavement. New playground equipment.

The item was recommended by the Plan Commission with two conditions.

Discussion ensued that the property needs to be maintained. Attorney Sajdak commented that this is an enforcement issue. This is not a new requirement. Condo association is addressing this issue. The site plan approval included landscape buffering to screen the view.

Motion carried unanimously.

- C. Final Plat for a 16-Lot Residential Subdivision called Kinderberg Estates, for Veridian Homes, LLC, Agent for VHKE LLC, Property Owner - N104 W14942 Donges Bay Road.

Associate Planner Zandt came to the podium. The Site Location was shown for the 16-lot subdivision Kinderberg Estates for Veridian Homes LLC. The Preliminary Plat was shown. The development agreement was recorded in August of 2020. The Plan Commission recommended the final plat with seven conditions.

The Village Attorney advised that the review of covenants is that there is not something that does not match the zoning code or further obligate the Village. The Village does not get involved in types of materials. Our review is to make sure it meets the requirements of the code.

The language of the lease requirements are fairly new requirement primarily as a response to air bnb's. Typically, the Village does not regulate the rental of a house. Any rental is more of a long-term rental.

Because the Village Code allows fences, the Village cannot restrict fences or siding.

Motion (Baum/Kaminski) to approve the Final Plat for a 16-Lot Residential Subdivision called Kinderberg Estates, for Veridian Homes, LLC, Agent for VHKE LLC, Property Owner - N104 W14942 Donges Bay Road with the seven conditions.

Trustee Hudson commented and requested for the fencing to be restricted. Matt Cudney commented no.

Discussion ensued of the stormwater easement that is in place. Attorney Sajdak commented that there is a separate easement in place.

Amendment Motion (Wing/Zabel) to add the landscape plan revision reference November 6, 2020, of invasive species replacement plan. Motion carried unanimously.

Motion as amended carried. Hudson, Pieper, Zabel voted no.

D. Michelle Humphries Denial of Operators License.

Motion (Myers/Baum) to approve the Operator's License for Michelle Humphries. Motion carried unanimously.

E. St. Boniface Congregation, W204 N11968 Goldendale Road, Temporary Class B Fermented Malt Beverage License, February 19th, February 26th, and March 5th, 4 – 7 pm; Lent Fish Fry.

Motion (Kaminski/Baum) to approve St. Boniface Congregation, W204 N11968 Goldendale Road, Temporary Class B Fermented Malt Beverage License, February 19th, February 26th, and March 5th, 4 – 7 pm; Lent Fish Fry. Motion carried unanimously.

F. Second Hand Article Dealer and Second Hand Jewelry Dealer License Renewal, January 1, 2021 – December 31, 2021.
1. Kessler's Diamond Center, N96 W16920 County Line Road.

Motion (Baum/Zabel) to approve Second Hand Article Dealer and Second Hand Jewelry Dealer License Renewal, January 1, 2021 – December 31, 2021. Kessler's Diamond Center, N96 W16920 County Line Road. Motion carried unanimously.

G. Budget Manager Job Description.

Motion (Pieper/Myers) to approve the Budget Manager Job Description. The paygrade and range will be on the next General Government and Finance Agenda. Motion carried unanimously.

- H. James Orr Coating Inspection LLC, Contract for Coating Inspection of 500,00 Gallon Spheroid Tower #4, in an amount not to exceed \$50,600.

Motion (Baum/Kaminski) James Orr Coating Inspection LLC, Contract for Coating Inspection of 500,00 Gallon Spheroid Tower #4, in an amount not to exceed \$50,600. Roll call voted unanimously.

- I. Ordinance 01-2021, Creating Section 17.48 (3) (d) Relating to Decks on Certain Nonconforming Structures.

Director Retzlaff presented the zoning code amendment.

Motion (Myers/Baum) to approve Ordinance 01-2021, Creating Section 17.48 (3) (d) Relating to Decks on Certain Nonconforming Structures. Initiated by a property owner in Esquire Estates. This was a combination of lots. Multiple owners are affected by the ordinance and reconstruction of their non-conforming existing decks. The Village Attorney drafted the amendment. The Plan Commission recommended as presented.

Amendment Motion (Pieper/Myers) to remove D from #2, to allow property owners to go before board of zoning of appeals.

Amendment motion carried.

Motion as amended carried unanimously.

Tr. Zabel requested the Plan Commission to look at driveway zoning code for existing driveway replacements.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 9:55 p.m.

The next regular meeting of the Village Board will be on Monday, January 18, 2021 at 7:00 p.m.

Respectfully Submitted,

Deanna Braunschweig

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS
COMMITTEE AND VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: January 12th, 2021 & January 18th, 2021

AGENDA ITEM: New Business

ITEM TITLE: Well #3 - TONKA HMO PLC Replacement

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

We would like permission to replace the existing PLC's and HMI (visual screen) in the HMO TONKA panel. These PLC's Programable Logical Controllers are used to control all the behind-the-scenes operations of the filtration system and have come to the end of their service life. We did not get (3) quotes as the HMO system is proprietary to TONKA and William/Reid is the vendor.

William Reid, P.O. Box 397, Germantown WI, 53022 \$28,600.00

ORDINANCE__ RESOLUTION____ OTHER ___ _ ATTACHMENT:X

RECOMMENDATION:

Staff recommends approval of the quote provided by William/Reid for the HMO PLC's and HMI at a cost not to exceed \$28,600.00.
Funds will come from Account #50-180-184-3972

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.

Quotation

Date: October 28, 2020

Quotation valid until: November 27, 2020

Prepared by: Patrick Ingle

Quotation Number: 102820 PLI

Project Reference: Well 3 Panel

Prepared for:
Village of Germantown
C/o Paul Haugen
PO Box 337
Germantown, WI 53022

We are pleased to offer the following quotation for your consideration:

Quantity	Description	Unit Price
1	Enhanced Automation Scope Attached, New PLC/HMI for Tonka Panel	28,600.00
1	Freight of all items to jobsite	
Total Price		\$28,600.00

TERMS: Net 30 days.

FREIGHT: F.O.B. Shipping Point, with Freight Allowed to the Jobsite.

START-UP: 3 day(s) of start up services are included. Any additional will be billed at our standard rate.

TAXES: ALL applicable taxes must be added. If exempt, please provide an exemption certificate with order.

SUBMITTALS: 2 to 3 weeks after receipt of order.

DELIVERY: 4 to 6 weeks after approval and authorization to proceed.

DURATION: After 30 days, we reserve the right to review, amend, or withdrawal this proposal.

Respectfully submitted,

Patrick Ingle
262-420-7500

Orders should be submitted to: sales@williamreidltd.com

www.williamreidltd.com



ENHANCED AUTOMATION

Engineers - Integrators - Manufacturers
Of Industrial Automation and Control Systems

W136N5239 Campbell Ct. Menomonee Falls, WI 53051 USA
Tel: 1 (262) 783-5970 Fax: 1 (262) 783-5974
www.enhancedautomation.com

QUOTATION

William Reid
PO Box 397
Germantown, WI 53022

Date: October 12, 2020
Quote No: Q18014JJ
Ref: Germantown, WI Well #3
Control System Upgrade

Atten: Patrick Ingle

Patrick

We are pleased to quote the following:

Control system upgrade for Germantown, WI Well #3

Plan is to keep existing control panel and field wires intact. Remove internal PLC and HMI, replace with new.

Scope of Work

- Replace/modernize the existing Allen Bradley SLC 503 PLC with an Allen Bradley Compact Logix PLC
- Replace/modernize the exist Allen Bradley door mounted HMI with an Allen Bradley Panel View Plus 10-inch version 7 HMI
- Remove existing PLC/HMI electrical components from cabinet and replace with new. Removal and install to be performed by Enhanced Automation.
- Add a 24vdc power supply and terminal blocks as required
- Add an ethernet switch
- Program the PLC and HMI to perform the operation of the filter
- Commission the system

Installation

Customer would need to plan for a minimum of two days for the system to be down.

Clarification

A site visit was made with Dave Beyer to well #3 to investigate the PLC upgrade for the well. Dave indicated that this PLC was being upgraded. Therefore, we quoted an ethernet communication upgrade to be done in conjunction with the well upgrade.

An ethernet cable will be required between the Tonka panel and the well #3 PLC. This was not included in this quote. Would the maintenance department for Germantown be able to perform this work?

Delivery: 4 to 6 to six weeks

Terms: FOB at The Enhancers, Inc., Menomonee Falls, WI. Freight prepaid and charged. Payment terms: net 30 days to approved credit. Subject to EA Standard Conditions of Sale. This quotation expires in 30 days.

Very truly yours,
Enhanced Automation
The Enhancers, Inc.

Jeff Jasinski

Q17140JJ

ENHANCED
AUTOMATION.

Page 1 of 4



WILLIAM/REID

A Division of Gasvoda & Associates, Inc.

Thank you for the opportunity to provide our proposal. Please do not hesitate to call with any further questions or requirements. Please be sure to complete all of the information below so that we may get started on your order!

AUTHORIZATION TO PROCEED:

Authorization to proceed with placing the proposed equipment on order must be acknowledged by return of this document properly executed. Such acknowledgement will be considered as your acceptance of this proposal as written including terms and conditions. No submittals w/11be started and no equipment will be released to manufacturing prior to our receiving your formal authorized return of this document.

BILL TO:

SHIP TO:

E-MAIL ADDRESS FOR INVOICES:

TAGGING:

PO#:

ORDER CONTACT:

SITE CONTACT:

PHONE:

SITE PHONE:

TAXABLE: YES/ NO If tax exempt, please return a copy of your tax exemption certificate.

ACCEPTED:

Authorized Signature

PRINT NAME: _ _ _ _ _

TITLE:

DATE:

SPECIAL INSTRUCTIONS:

www.VI.williamreidltd.com



W:ILLIAN\1\EIB

A Division of Gasvoda & Associates, Inc.

WILLIAM/REID LTD TERMS AND CONDITIONS OF SALE

TERMS

1. **Terms of payment are 100% net due 30 days from "date of shipment & invoice" for all orders less than \$100,000.**
 2. **Terms and conditions for orders totaling more than \$100,000.00 are based on progress payments as follow:**
 - A) **10% of net order total due upon delivery of submittal data for review and approval with no retainage allowed.**
 - B) **10% of remaining net order total due at time of release to production with no retainage allowed.**
 - C) **Entire balance of remaining net order total due within 30 business days after delivery and invoicing with no retainage allowed.**
- Start-up services w/11not be scheduled prior to receipt of full and final payment, with no exceptions.***

CONPIIIONS

1. **◆** Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1-1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder. Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.
2. **Wm1.alx**
Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications.
Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer.
3. **Liability of Seller.**
Seller is not liable in any event hereunder for any consequential, incidental, or liquidated damages or penalties.
4. **Claim Period**
Buyer shall immediately inspect said equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within 10 days after Buyer's receipt of said equipment.
5. **Cancellation**
Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder.
6. **Tax**
Sale may be subject to state sales tax depending on the state. Gasvoda & Associates requires proof of exemption for all nontaxable sales. Regardless of exemption status, Gasvoda & Associates proposal does not include any sales tax. Payment of any sales tax remains the responsibility of the purchaser.
7. **Storage**
If at such time, within or after the estimated shipment period specified on the face hereof, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 1% of the balance due hereunder.
8. **Drawings, Illustrations and Manuals**
Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.
9. **Insurance**
We have made no allowances for special insurance requirements including but not limited to "Waiver of Subrogation", "Form GC201 0", liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.
10. **◆**
NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty Is Invalid without authorized start up.

www.VI.williamreidltd.com

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS
COMMITTEE AND VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: January 14th, 2021 & January 18th, 2021

AGENDA ITEM: New Business

ITEM TITLE: PLC and HMI Upgrade - Well's #2, #3, #4, #5, #7, #11 and Towers #1,2,3

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The water utility has evaluated all PLC's and HMI (visual/touch operating screens) in Well's #2, #3, #4, #5, #7 and Towers #1, 2, 3. These PLC's Programmable Logical Controllers are used to control all the behind-the-scenes operations of the filtration system, pumping control, command remote operations and chemical feed operations and have come to the end of their service life. \$125,000.00 was the entire estimated budgeted amount for both programming and hardware.

Three PLC contractors were contacted:

- | | |
|---|---------------------|
| • Starnet Technologies, Franksville, WI | \$173,705.00 |
| • Enhanced Automation, Menomonee Falls, WI | \$153,351.90 |
| • Terminal-Andrea Inc, Milwaukee, WI | \$ 94,100.00 |

ATTACHMENT: ORDINANCE — — RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends hiring Terminal-Andrea for the PLC & HMI Upgrades for Wells #2,3,4,5,7,& 11 and Towers #1,2,&3 for an amount not to exceed \$94,100.00.

Funds will come from Account #50-180-184-3972.

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.



2110 W. Clybourn St. • Milwaukee, WI 53233
December 8, 2020

Village of Germantown
Water Utility
19700 Riverview Dr.
Brookfield, WI 53045

Attention: Mr. Paul Haugen

Subject: Germantown Water PLC Upgrade REV.1

Dear Mr. Haugen,

Per the Ruekert & Mielke Scope of Work and site visits, please accept the following proposals for the projects mentioned above.

Tower 1:

- Furnish and install a new 30"x30"x12" electrical enclosure and sub panel.
- Reuse existing Micrologix 1400 PLC.
- Furnish and install 1609 Next Gen UPS, Deluxe Model, 1500 VA 120V AC and (3) 1609-SBAT (40C batteries) in new control panel.
- Furnish and install new 6" panel view HMI in new control panel.
- Provide a new set of electrical drawings.
- All work shall be completed during normal working hours (straight time).

TERMINAL-ANDRAE Price for Tower 1	
	\$5,980.00
FIVE THOUSAND NINE HUNDRED EIGHTY DOLLARS and 00/100	

Tower 2:

- Furnish and install a new 30"x30"x12" electrical enclosure and sub panel.
- Reuse existing Micrologix 1400 PLC.
- Furnish and install 1609 Next Gen UPS, Deluxe Model, 1500 VA 120V AC and (3) 1609-SBAT (40C batteries) in new control panel.
- Furnish and install new 6" panel view HMI in new control panel.
- Provide a new set of electrical drawings.
- All work shall be completed during normal working hours (straight time).

TERMINAL-ANDRAE Price for Tower 2	
	\$5,980.00
FIVE THOUSAND NINE HUNDRED EIGHTY DOLLARS and 00/100	

Tower 3:

- Furnish and install a new 30"x30"x12" electrical enclosure and sub panel.
- Reuse existing Micrologix 1400 PLC.
- Furnish and install 1609 Next Gen UPS, Deluxe Model, 1500 VA 120V AC and (3) 1609-SBAT (40C batteries) in new control panel.

- Furnish and install new 6" panel view HMI in new control panel.
- Provide a new set of electrical drawings.
- All work shall be completed during normal working hours (straight time).

Description	
TERMINAL-ANDRAE Price for Tower 3	\$5,980.00
FIVE THOUSAND NINE HUNDRED EIGHTY DOLLARS and 00/100	

Well 2:

- Remove existing Allen Bradley SLC 5/03 PLC, Panelview 1000 and Power Monitor 3000.
- Furnish and install new Power Monitor 5000 and listed hardware in new control panel.
- Furnish and install new CompactLogix Processor and listed I/O cards.
- Provide a new set of electrical drawings.
- All work shall be completed during normal working hours (straight time).

Description	
TERMINAL-ANDRAE Price for Well 2	\$15,675.00
FIFTEEN THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS and 00/100	

Well 3:

- Remove existing Allen Bradley SLC 5/03 PLC, Panelview 1000 and Power Monitor 3000.
- Furnish and install new Power Monitor 5000 and listed hardware in existing control panel in generator room.
- Furnish and install new CompactLogix Processor and listed I/O cards.
- Provide a new set of electrical drawings.
- All work shall be completed during normal working hours (straight time).

Description	
TERMINAL-ANDRAE Price for Well 3	\$12,475.00
TWELVE THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS and 00/100	

Well 4:

- Remove existing Allen Bradley SLC 5/03 PLC and Power Monitor 3000.
- Furnish and install new Power Monitor 5000 and listed hardware in existing abandoned VFD enclosure.
- Furnish and install new UPS in new enclosure.
- Furnish and install new CompactLogix Processor and listed I/O cards.
- Provide a new set of electrical drawings.
- All work shall be completed during normal working hours (straight time).

Description	
TERMINAL-ANDRAE Price for Well 4	\$13,100.00
THIRTEEN THOUSAND ONE HUNDRED DOLLARS and 00/100	

Well 5:

- Remove existing Allen Bradley SLC 5/03 PLC, Panelview 1000 and Power Monitor 3000.
- Remove existing enclosure and replace with a 36x36x12 enclosure.
- Furnish and install new Power Monitor 5000 in 16x16 enclosure next to controls enclosure.
- Furnish and install new CompactLogix Processor and listed I/O cards.
- Provide a new set of electrical drawings.
- All work shall be completed during normal working hours (straight time).

TERMINAL-ANDRAE Price for Well 5	
	\$16,325.00
SIXTEEN THOUSAND THREE HUNDRED TWENTY FIVE DOLLARS and 00/100	

Well 7:

- Remove existing Allen Bradley SLC 5/03 PLC and Power Monitor 3000.
- Furnish and install new Power Monitor 5000 and listed hardware in new enclosure.
- Furnish and install new CompactLogix Processor and listed I/O cards.
- Provide a new set of electrical drawings.
- All work shall be completed during normal working hours (straight time).

TERMINAL-ANDRAE Price for Well 7	
	\$13,385.00
THIRTEEN THOUSAND THREE HUNDRED EIGHTY FIVE DOLLARS and 00/100	

Well 11:

- Remove existing Allen Bradley Power Monitor 3000.
- Furnish and install new Power Monitor 5000 and listed hardware in existing control panel in generator room.
- Provide a new set of electrical drawings.
- All work shall be completed during normal working hours (straight time).

TERMINAL-ANDRAE Price for Well 11	
	\$5,200.00
FIVE THOUSAND TWO HUNDRED DOLLARS and 00/100	

Total Price of project for all sites \$94,100.00

NINETY FOUR THOUSAND ONE HUNDRED DOLLARS and 00/100

All work performed and equipment installed to meet NEC standards. If you have any questions regarding either our scope of work or this proposal, please do not hesitate to contact me.

Sincerely,
TERMINAL-ANDRAE INC

A handwritten signature in black ink that reads "Jon Scott". The signature is written in a cursive, flowing style.

Jon Scott
Project Manager

JCS/lle
Q2020168

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
and VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: January 12th, 2021 & January 18th, 2021

AGENDA ITEM: New Business

ITEM TITLE: Consideration to hire Ruekert and Mielke for Well PLC Programming

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

All (6) wells and (3) water towers are past the PLC and operator interface service life and need to be upgraded. We would like permission to hire engineering and programming services from Ruekert and Mielke.

\$125,000.00 was the entire estimated budgeted amount for both programming and hardware.

Ruekert and Mielke, Inc., Ridgeview Parkway, Waukesha, WI \$77,760.00

ORDINANCE _____ RESOLUTION _____ OTHER __ _ ATTACHMENT: X

RECOMMENDATION:

Staff recommends approval of the engineering and programming services by Ruekert and Mielke for the PLC upgrades for 6 Wells and 3 Water Towers for an amount not to exceed \$77,760.00. Funds will come from account# 50-180-185-3972

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.

December 22, 2020

Mr. Paul Haugen
Village of Germantown, WI
N112 W17001 Mequon Road
P.O. Box 337
Germantown, WI 53022

Re: Water Utility SCADA System PLC and OIT Updates

Dear Paul:

Thank you for allowing us to work with you as you make plans to keep your Water Utility SCADA system up to date with the latest technology Programmable Logic Controller (PLC) and Operator Interface Terminal (OIT) hardware from Rockwell Automation.

This will be the third generation of SCADA hardware that Ruekert & Mielke, Inc. (RIM) has assisted the Village with since 1992. We appreciate this opportunity to provide these specialized services. RIM is uniquely qualified to perform this work based on our extensive experience with your SCADA system.

The general scope of services that RIM proposes to provide include:

1. Project supervision and coordination for Terminal Andrae Electrical contractor
2. PLC and Panelview OIT programming
3. Master SCADA PLC program modifications
4. AVEVA InTouch SCADA Human Machine Interface (HMI) software programming
5. Gateway PLC programming required to interface the new PLC's to the existing radio network
6. Provide temporary gateway PLC hardware at Wells 2,3 and 5. This hardware will be loaned to the Utility for temporary use until a SCADA radio system upgrade takes place
7. Rockwell Power Monitor programming and SCADA software integration
8. Complete system testing and project documentation review and coordination

Here is the labor summary and cost breakdown for each facility:

Water Towers #1, #2, #3: Existing PLC program modifications. New Panelview Operator Interface Terminal programming. Review and approve electrical drawings by Terminal Andrae. Cost: \$3,600.00 per site.

Well #2: PLC program conversion from Rockwell SLC hardware platform to new Rockwell CompactLogix hardware platform. New Panelview Operator Interface Terminal programming. Rockwell Power Monitor programming. Provide and program a temporary gateway PLC to interface the new CompactLogix PLC to the existing radio system. Review and approve electrical drawings by Terminal Andrae. Cost: \$12,240.00.

Well #3: PLC program conversion from Rockwell SLC hardware platform to new Rockwell CompactLogix hardware platform. New Panelview Operator Interface Terminal programming. Rockwell Power Monitor programming. Provide and program a temporary gateway PLC to interface the new CompactLogix PLC to the existing radio system. Programming to interface the SCADA PLC to the filter panel PLC. Review and approve electrical drawings by Terminal Andrae. Cost: \$12,960.00.

Well #4: PLC program conversion from Rockwell SLC hardware platform to new Rockwell CompactLogix hardware platform. Panelview Operator Interface Terminal programming. This station already has a new Panelview OIT. Rockwell Power Monitor programming. Program a temporary gateway PLC to interface the new CompactLogix PLC to the existing radio system. This station already has a temporary loaner gateway PLC installed. Review and approve electrical drawings by Terminal Andrae. Cost: \$11,520.00.

Well #5: PLC program conversion from Rockwell SLC hardware platform to new Rockwell CompactLogix hardware platform. New Panelview Operator Interface Terminal programming. Rockwell Power Monitor programming. Provide and program a temporary gateway PLC to interface the new CompactLogix PLC to the existing radio system. Review and approve electrical drawings by Terminal Andrae. Cost: \$12,240.00.

Well #7: PLC program conversion from Rockwell SLC hardware platform to new Rockwell CompactLogix hardware platform. Panelview Operator Interface Terminal programming. This station already has a new Panelview OIT. Rockwell Power Monitor programming. Program a temporary gateway PLC to interface the new CompactLogix PLC to the existing radio system. This station already has a temporary loaner gateway PLC installed. Review and approve electrical drawings by Terminal Andrae. Cost: \$10,800.00

Well #4: Limited PLC program modification. This PLC and Panelview OIT has already been upgraded to newer technology hardware. Rockwell Power Monitor programming. Review and approve electrical drawings by Terminal Andrae. Cost: \$7,200.00.

We propose to provide the preceding services on an hourly basis for an estimated amount of \$77,760.00. This amount includes reimbursables such as mileage and copies.

As you recall, we initially estimated \$25,000.00 for each well house upgrade. During contractor visits we added some additional scope items such as industrial grade Uninterruptible Power Supply (UPS) battery backup units at the well houses and towers. New control panel enclosures were also selected for the towers and at various wells to accommodate the new equipment.

The combined costs for hardware & installation, and programming are as follows:

1. Towers 1,2,3: \$9580 ea
2. Well 2: \$27,915
3. Well 3: \$24,715
4. Well 4: \$24,620
5. Well 5: \$28,565
6. Well 7: \$24,185
7. Well 11: \$12,400

We look forward to working with you on this project, and are prepared to begin work immediately upon your acceptance of this proposal.



Mr. Paul Haugen
Village of Germantown
December 22, 2020
Page 3

The above described professional services will be provided to you in accordance with the attached two page RM Standard Terms & Conditions (Engineering) dated June 17, 2014, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

Respectfully,

RUEKERT & MIELKE, INC.

A handwritten signature in black ink, reading "David Beyer".

David C. Beyer
SCADA Systems Analyst
dbeyer@ruekert-mielke.com

DCB:slc

Enclosure(s)

cc: David W. Amott, P.E., Ruekert & Mielke, Inc.
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.



Ruekert · Mielke

Mr. Paul Haugen
Village of Germantown
December 22, 2020
Page 4

CLIENT NAME:

Village of Germantown

Signature: _____

Title: _____

Date: _____

ATTEST:

Signature: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

ENGINEER:

Ruekert & Mielke, Inc.

Signature: *J'(...:I.):*
Stanley R. Sugden, P.E.

Title: President

Date: December 22, 2020

Designated Representative:

Name: David C. Beyer

Title: Team Leader/Senior Project Manager

Phone Number: (262) 542-5733

A Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E Construction Review

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

F. Environmental

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

G. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

H. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner in obtaining permits and approvals as mutually agreed to in writing.

I Access

Owner shall arrange for safe access to and make all provisions for Engineer and Engineer's consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

J. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

K Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

L Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

M Indemnification and Allocation of Risk

1 To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3 To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4 The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph J. "Limit of Liability," of this Agreement.

N Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

O Force Majeure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

P Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Q Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

R Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 - Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT

**BUSINESS OF THE PUBLIC WORKS AND HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: January 12, 2021

AGENDA ITEM: New Business

ITEM TITLE: Engineering Design Services
Holy Hill Road Reconstruction Project

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

SUMMARY EXPLANATION:

Staff Requested Proposals from six (6) engineering firms and received four (4) proposals on Tuesday, December 15, 2020 for engineering design services for the reconstruction of Holy Hill Road from "B" Street (road to Mobile) to approximately 150 feet east of Goldendale Rd.

The bids received are as follows:

1) raSmith	\$164,738.00
2) GRaEF	\$195,995.00
3) FOTH	\$331,365.00
4) Ayers	\$339,920.00

Staff has reviewed the bids submitted and determined that all bids were responsive to the requirements of the RFP.

ATTACHMENT: ORDINANCE__ RESOLUTION__ OTHER

RECOMMENDATION:

Staff recommends the Public Works and Highway Committee approve awarding the project to raSmith in the amount of \$164,738.00 and forward with a positive recommendation for award to Village Board.

**BUSINESS OF THE PUBLIC WORKS AND HIGHWAY COMMITTEE
and VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: January 12, 2021 & January 18, 2021

AGENDA ITEM: New Business

ITEM TITLE: Extend Contract for Engineering Services_GRaEF

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

SUMMARY EXPLANATION:

The Village has previously contracted with GRaEF for engineering services to assist the Village Engineering Department and the arrangement has proved very beneficial to the Village in order to catch up with projects, reports and submittals that the very limited staff could not perform. Staff is requesting an extension of the agreement until March 31, 2021 at which time staff will reevaluate the need to continue with additional services by GRaEF.

ATTACHMENT: ORDINANCE__ RESOLUTION__ OTHER

RECOMMENDATION:

Staff recommends the Public Works and Highway Committee approve extending the Engineering Services Contract with GRaEF until March 31, 2021.

From: [Janice Wick](#)
To: [Deanna Braunschweig](#)
Subject: Public Works Committee Items for Village Board - Jan. 18, 2021
Date: Wednesday, January 13, 2021 11:49:06 AM

CONSENT AGENDA:

U.S. EPA WIWA RISK & RESILIENCE ASSESSMENT & EMERGENCY RESPONSE PLAN:

MOTION made by Miller, seconded by Hudson to approve the services agreement from Ruekert & Mielke in the amount of \$13,900 for the U.S. EPA's mandated Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) for the Village's Water Utility.

Motion carried unanimously.

WELL #3 - TONKA AND HMO PLC REPLACEMENT:

MOTION made by Miller, seconded by Zabel to forward to the Village Board with a positive recommendation to approve the services of William Reid in the amount not to exceed \$28,600.00 for the replacement of the TONKA Programable Logical Controllers and HMI (visual screen) in the HMO panel. Funds to be allocated from Acct. #50-180-184-3972.

Motion carried unanimously.

PLC & HMI UPGRADE – WELLS #2-3-4-5-7 & TOWERS #1-2-3:

MOTION made by Miller, seconded by Zabel to forward to the Village Board with a positive recommendation to approve the services of Terminal-Andrea for the PLC & HMI upgrades for Wells #2-3-4-5-7 & 11 and Towers #1-2 & 3 at a cost not to exceed \$94,100.00.

Motion carried unanimously.

WELL PLC PROGRAMMING:

MOTION made by Zabel, seconded by Miller to forward to the Village Board with a positive recommendation to approve the engineering and design services of Ruekert & Mielke for the PLC upgrades for six Wells and three Water Towers for an amount not to exceed \$77,760.00.

Funds to be allocated from Acct. #50-180-185-3972.

Motion carried unanimously.

-

GRAEF CONTRACT EXTENTION – ENGINEERING DEPARTMENT:

MOTION made by Zabel, seconded by Miller approving the extension of the Graef Engineering Services Contract until March 31, 2021.

Motion carried unanimously.

ENGINEERING DESIGN SERVICES – HOLY HILL ROAD RECONSTRUCTION PROJECT:

MOTION made by Miller, seconded by Hudson to forward to the Village Board with a positive recommendation to approve the engineering design services of raSmith in the amount of \$164,738 for the Holy Hill Road reconstruction project.

Motion carried unanimously.

-

NEW BUSINESS:

-

AUTHORIZATION OF BLANKET PURCHASE ORDER – HYDRANT REPLACEMENTS:

MOTION made by Miller, seconded by Kaminski to forward to the Village Board with a positive recommendation to approve the allocation of a not to exceed \$160,000 in the form of a blanket purchase order for a qualified contract service to provide labor & equipment for the continuing replacement of hydrants, lead, and valve assembly repairs. Funds to be allocated from Acct. #50-180-183-3480.

Motion carried 3-1 (Zabel)

AUTHORIZATION OF BLANKET PURCHASE ORDER – GATE VALVE REPLACEMENTS:

MOTION made by Miller, seconded by Hudson to forward to the Village Board with a positive recommendation to approve the allocation of the not to exceed \$25,000.00 in the form of a blanket purchase order to hire as needed, a contract service for the replacement of water system gate valves to include restoration costs. Funds to be allocated from Acct. #50-180-183-3430.

Motion carried 3-1 (Zabel)

CHANGE ORDER – NORTHEAST INTERCEPTOR PROJECT:

MOTION made by Miller, seconded by Hudson to forward to the Village Board with a positive recommendation to approve the Northeast Interceptor Sewer project change order in the amount of \$259,895.00.

Motion carried 3-1(Zabel)

-

Regards,

Janice

DPW/Engr.

Village of Germantown

262-250-4721

BUSINESS OF THE GENERAL GOVERNMENT & FINANCE COMMITTEE

MEETING DATE: January 21, 2021

PLACEMENT Unfinished Business

ITEM TITLE: Budget Manager Paygrade Analysis

SUBMITTED BY: Michelle Tucker

SUMMARY EXPLANATION:

In determining the paygrade for our new Budget Manger position, I looked at both our internal paygrade structure to identify comparable positions and the external market. One of my goals for the coming year is to conduct a more comprehensive analysis of our paygrade structure, but for the purposes of the Budget Manager position, I narrowed my focus on some of the jobs that are at paygrade 18, as well as the Senior Deputy Treasurer position. I used the results of the Position Analysis Questionnaire (PAQ) process to create a mini scoring system which includes factors like education requirements, supervisory responsible, level of supervision received, interpersonal contacts, and fiscal responsibility. I used a scoring system based on the rating scales within the PAQs. The results of this analysis are included in this packet.

For the external market analysis, I first had to identify similar positions, which was difficult. Most of the Budget Manager positions are for county governments, and while there are several examples of Budget Analyst positions within municipal government, the differences between the job requirements made the Analyst a less than ideal comparable. Because of this, I included both county positions and the Analyst positions, with the knowledge that our position would likely have a higher scale than the Analyst and a potentially lower scale than the counties. The analysis for that is also included here.

Overall, the external analysis indicated that a higher paygrade may be appropriate, with a grade 19 or 20 competitive in the market. However, our internal analysis indicates two things. First, that the Budget Manager position fits well in grade 18, based on PAQ results, and that with many of our Director positions at grade 20, a higher grade would create internal equity issues. These internal inequities will be easier to identify (and hopefully correct) once we have done a more comprehensive analysis of our positions and grading system. As a reference, I have included more information on our current grades for several positions, as well as what the salary range is for each of those grades.

Staff recommendation, then, is to balance these factors and assign grade 18 to the Budget Manager position. Staff also requests guidance from the committee about how detailed we want to be in our upcoming compensation system analysis. For example, is a simple scoring system like has been included here enough information for internal

comparisons? Are there other factors that should be considered? In an effort to be cost-conscious, staff will be performing this analysis rather than hiring a consultant, so guidance about what the committee would like to see is helpful.

ATTACHMENT: ORDINANCE____ RESOLUTION ____ OTHER ____

RECOMMENDATION:

Staff recommends placing the Budget Manager position at paygrade 18.

ACTION BY Committee

Municipality	Position	2020 Actual	Min
Beloit	Budget Analyst		\$ 46,827.00
Waukesha County	Budget Manager		\$ 92,560.00
Waukesha County	Budget Management Specialist		\$ 79,997.00
Waukesha County	Financial Analyst		\$ 49,088.00
Green Lake County	Financial Manager	\$ 54,267.20	\$ 43,409.60
Eau Claire	Budget Analyst	\$ 59,998.00	
Milwaukee County	Analyst Fiscal and Budget	\$ 56,585.00	
Milwaukee County	Sr Fiscal and Budget	\$ 67,111.00	
Milwaukee County	Sr Analyst Budget and Management	\$ 65,280.00	
Milwaukee County	Analyst Budget and Management	\$ 60,180.00	
Green Lake County	Financial Manager	\$ 54,267.20	\$ 43,409.60

Mid	Max
\$ 58,466.00	\$ 70,240.00
\$ 112,944.00	\$ 133,307.00
\$ 92,893.00	\$ 105,768.00
\$ 57,013.00	\$ 64,917.00
\$ 54,267.20	\$ 65,124.80

\$ 54,267.20 \$ 65,124.80

Position Title	Grade	Minimum	Mid	Maximum
Sr. Deputy Treasurer	14	\$ 53,110.68	\$ 60,067.19	\$ 65,336.30
Building Inspector	15	\$ 55,845.27	\$ 63,158.46	\$ 68,699.66
Senior Building Inspector (Inspector)	16	\$ 58,719.33	\$ 66,409.79	\$ 72,235.65
Foreman of Parks, Highways, Buildings	16	\$ 58,719.33	\$ 66,409.79	\$ 72,235.65
Land Surveyor	16	\$ 58,719.33	\$ 66,409.79	\$ 72,235.65
Associate Planner	16	\$ 58,719.33	\$ 66,409.79	\$ 72,235.65
Communications Supervisor	17	\$ 61,742.01	\$ 69,828.02	\$ 75,954.55
Support Services Manager	18	\$ 64,920.17	\$ 73,423.46	\$ 79,864.37
Highway Superintendent	18	\$ 64,920.17	\$ 73,423.46	\$ 79,864.37
Water Superintendent	18	\$ 64,920.17	\$ 73,423.46	\$ 79,864.37
Wastewater Superintendent	18	\$ 64,920.17	\$ 73,423.46	\$ 79,864.37
Director of Parks and Recreation	19	\$ 68,262.95	\$ 77,202.95	\$ 83,975.40
Village Clerk Treasurer	20	\$ 71,776.08	\$ 81,176.79	\$ 88,299.07
Finance Director	20	\$ 71,776.08	\$ 81,176.79	\$ 88,299.07
Community Development Director	20	\$ 71,776.08	\$ 81,176.79	\$ 88,299.07
Police Lieutenant	20	\$ 71,776.08	\$ 81,176.79	\$ 88,299.07
Police Captain	22	\$ 79,356.78	\$ 89,749.82	\$ 97,623.19
Village Engineer	23	\$ 83,441.52	\$ 94,369.58	\$ 102,648.80
Fire Chief	24	\$ 87,736.60	\$ 99,227.13	\$ 107,932.77
Police Chief	25	\$ 92,253.48	\$ 104,335.05	\$ 113,488.83
Director of Public Works	25	\$ 92,253.48	\$ 104,335.05	\$ 113,488.83
Village Administrator	27	\$ 101,996.02	\$ 115,353.43	\$ 125,473.23

	Associate Planner	Support Services Manager	Superintendent of Highways, Parks, Buildings and Grounds	Sr Deputy Treasurer	Budget Manager
Is this position a process focused position (1); combination process and analytics (2) or analysis focused (3)	3	3	2	1	3
Education, Certificates, Licenses					
Degree Required High School (1); Some College/Associates Degree (2); Bachelor Degree (3); Master's Degree (4)	4	4	2	2	4
Certification Required yes Required (2); Yes Preferred (1): no (0)	2	1	0	1	0
Supervisory Responsibilities & Supervision Received					
Supervises one or more employees yes (1); no (0)	0	0	1	0	0
Level of Supervision Received Direct (1); Immediate (2); General Supervision (3); General Direction (4); Administrative Direction (5)	4	5	5	4	5
Interpersonal Contacts					
Regularly Interacts with Public yes (1); no (0)	1	1	1	0	0
Regularly Interacts with other staff yes (1); no (0)	1	1	1	1	1
Regularly Interacts with Elected Officials yes (1); no (0)	1	1	1	0	1
Regularly Interacts with Businesses yes (1); no (0)	1	0	1	0	0
Fiscal Responsibility					
Does this position have any fiscal responsibility? Yes (1); no (0)	0	1	1	1	1
Handle money or process transactions? Yes (1); no (0)	0	0	0	1	0
Manages budget Yes(1); no (0)	0	0	1	0	1

Other Factors

Effect of Errors

Little Impact (0); Moderate Impact (1); Major Impact (2)

1	1	2	2	2
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Degree of Accuracy Required: Low/Moderate (1); High (2)

1	1	2	2	2
---	---	---	---	---

Total Score

19	19	20	15	20
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**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
and VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: January 12, 2021 & January 18, 2021

AGENDA ITEM: New Business

ITEM TITLE: Open Purchase Order - Hydrant Replacements

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting an open PO for contract services on a time and material bases to dig and replace as needed, fire hydrants, and lead and valve assemblies. Replacements would be due to a hydrant that is non-functioning, are hard to turn and/or need to be installed for system efficiency. Restoration would be included as needed. This is an ongoing replacement program, as we identify old and malfunctioning hydrants. Most repairs and replacements for a single hydrant cost on average \$5,000-\$10,000.

ATTACHMENT: ORDINANCE-- RESOLUTION.. OTHER ..

RECOMMENDATION:

Staff recommends authorizing water utility staff to hire as needed contract services for the replacement of the hydrant, lead and valve assembly not to exceed \$160,000.00.

\$160,000.00 was the approved budgeted amount and will come out of account #50-180-183-3480

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 PUBLIC WORKS & HIGHWAYS
COMMITTEE AND VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: January 12th, 2021 & January 18, 2021

AGENDA ITEM: New Business

ITEM TITLE: Open Purchase Order - Water Distribution Gate Valve Replacements

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting an open purchase order for contract services on a time and material bases to dig and replace water system gate valves that do not work, are hard to turn, and to install new to the system for distribution efficiency to include restoration as needed. This is an ongoing replacement program.

ATTACHMENT: ORDINANCE — RESOLUTION OTHER

RECOMMENDATION:

Staff recommends authorizing water utility staff to hire as needed contract services for the replacement of water system gate valves to include restoration at a total cost not to exceed \$25,000.00

\$25,000.00 was the approved 2021 budgeted amount from account #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.

**BUSINESS OF THE PUBLIC WORKS AND HIGHWAY COMMITTEE
and VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE:

January 12, 2021 & January 18, 2021

AGENDA ITEM:

New Business

ITEM TITLE:

Change Order_Northeast Interceptor (NEI) Sewer
Project

SUBMITTED BY:

Lawrence Ratayczak, P.E.- Director of Public Works

SUMMARY EXPLANATION:

The NEI project encounter a section of soil that was not conducive to the installation of the proposed 12 inch by the open cut method. The Changed Soil Conditions required an investigation to determine the best method to install the remaining approximately 220 lineal feet of sanitary sewer. Additional soil borings where completed, the original soil borings missed this isolated area. Several methods were investigated with the selected being the installation of a 24-inch diameter steel casing bored in place. One additional manhole will be constructed on helical piers. The additional cost for this type of installation is \$259,895.00 which is the amount of the Change Order.

ATTACHMENT: ORDINANCE__ RESOLUTION__ OTHER XX

- Change Order No.2

RECOMMENDATION:

Staff recommends the Public Works and Highway Committee approve the Change Order in the amount of \$259,895.00.

CHANGE ORDER

NO.2

PROJECT: NE Interceptor Sewer	
DATE OF ISSUANCE: December 14, 2020	EFFECTIVE DATE: Dec 14, 2020
OWNER: Village of Germantown	
OWNER'S CONTRACT NO. 1912	
CONTRACTOR: Minger Construction Co., Inc.	ENGINEER: raSmith, Inc
You are directed to make the following changes in the Contract Documents. <u>Description:</u> the proposed 12" PVC sanitary sewer from MH #21 to MH #22 ran into changed soil conditions that are unable to support the planned (bid) method to install the pipe. Soil borings indicate that the depth of the poor soil is 45 feet. Several options were investigated to complete the installation of the remaining 220 lf of 12" pipe. Option #1 was to install helical piles at an added cost of \$407,930.60; Option #2 was to install the pipe utilizing guided push rods to install a 24" diameter welded joint steel casing at an added cost of \$236,820.00; Option #3 was to install on a new alignment by open cut which requires tight sheeting at an added cost of \$707,424.00. After in-depth review and contacting references the decision was made to perform the installation by Option #2. This will also include placement of helical piles at an added manhole located where the pipe installation was halted in 2019. Installation will be scheduled for the winter months of 2020-2021. In addition, a start-up cost of \$23,075.00 would be an additional cost for either option. <u>Reason For Change Order:</u> Change method by which to install 12" PVC pipe from MH #21 - #22 due to poor soils unable to support open cut installation of pipe. Attachments: (List documents supporting change) 1) Proposal of Options and associated cost by Minger Construction Co., Inc	
CHANGE IN CONTRACT PRICE Original Contract Price \$5,970,918.00	CHANGE IN CONTRACT TIMES Original Contract Times Substantial Completion: _____ Ready for Final Payment: _____
Net changes from previous changes Orders No. 0 To No. 1	Net changes from previous changes Orders No. _____ To No. _____
Contract Price prior to this Change Order \$6,142,517.85	Contract Times prior to this Change Order Substantial Completion: _____ Ready for Final Payment: _____
Net Increase of this Change Order \$259,895.00	Net Increase of this Change Order AS REQUIRED TO COMPLETE PROJECT _____
Contract Price with all approved Change Orders \$6,402,412.85	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for Final Payment: WHEN PROJECT IS COMPLETED

RECOMMENDED

By: *A. Rataysek*
ENGINEER

Date: 1/5/2021

APPROVED

By: _____
OWNER

Date: _____

ACCEPTED

By: *[Signature]*
CONTRACTOR

Date: 12/21/2020



Minger Construction Co., Inc.

**620 Corporate Drive
Jordan, MN 55352**

PHONE: 952-368-9200

FAX: 952-368-9311

To:	City Of Germantown	Contact:	
Address:	Germantown, WI	Phone:	
		Fax:	
Project Name:	Germantown NE Interceptor • 12" Sewer Stabilization	Bid Number:	
Project Location:	Germantown, WI	Bid Date:	4/10/2020

Item#	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Initial 12" Pipe Install	1.00	LS	\$46,150.00	\$46,150.00
01.	Helical Piles				
2	Trench Shoring & Site Access	1.00	LS	\$171,325.00	\$171,325.00
3	Helical Pile Supports W/ Helical Leads - 10' Long	22.00	EACH	\$6,095.00	\$1341,090.00
4	3.5" Helical Piles	1,188.00	LF	\$57.70	\$68,547.60
5	12" DIP	220.00	Lf	\$154.40	\$33,968.00
Total Price for above 01. Helical Piles Items:					\$407,930.60
02.	24" Casing				
6	Set Up To Push Guide Rods	1.00	LS	\$95,420.00	\$95,420.00
7	24" Steel Casing W/ 12" PVC Carrier Pipe	220.00	LF	\$550.00	\$121,000.00
8	MH W/ Helical Piles	1.00	EACH	\$20,400.00	\$20,400.00
Total Price for above 02. 24" Casing Items:					\$236,820.00
Open Cut • New Alignment					
12	12" PVC Install	250.00	LF	\$475.00	\$118,750.00
12	Sanitary MH Install	3.00	EACH	\$30,750.00	\$92,250.00
9	Site Access & Shoring	1.00	LS	\$61,500.00	\$61,500.00
9.5	Install Temporary Sheet Piling/Shoring • 40' Lengths	18,960.00	SF	\$17.65	\$334,644.00
10	Foundation Soil Correction	545.00	Cf	\$184.00	\$100,280.00
Total Price for above Open Cut • New Alignment Items:					\$707,424.00

Notes:

- Helical Engineering is included and full plans will be provided
- 12" DIP will be poly wrapped and sitting on pile caps as shown in preliminary drawing
- Work is based on being completed in Winter of 2020/2021
- Home Inspections/Documentation and Vibration Monitoring are not included

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFORMED Minger Construction Co., Inc. Authorized Signature: _____ Initials: _____
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1 **RESOLUTION AMENDING AND REINSTATING THE**
2 **DECLARATION OF RESTRICTIONS FOR THE PRESERVE**
3 **SUBDIVISION**

4
5 **The Preserve at Germantown Homeowners Association, Inc.**

6
7 **Resolution # 1**

8
9 Recitals

10
11 A. The Preserve Subdivision was created by the recording of the
12 “Declaration of Restrictions For The Preserve Subdivision” (hereinafter the
13 “Declaration”) with the Register of Deeds for Washington County on June 21, 1995.
14

15 B. The Declaration has a term of 25 years, which has now expired.
16

17 C. The Preserve at Germantown Homeowners Association, Inc. (the
18 “Association”) desires to reinstate and extend the term of the Declaration, as
19 amended, to ensure the members of the Association continue to derive the benefits of
20 such covenants and to ensure the enforceability of same.
21

22 Resolution

23
24 **THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:**

25
26 **Section 15 of the Declaration of Restrictions For the Preserve Subdivision**
27 **(“Declaration”) is amended by inserting the underlined language to read as**
28 **follows:**
29

30 15. TERM¹ – This Declaration of Restrictions is reinstated as of the
31 date of the recording of this amendment.
32

33 These restrictions shall continue run with the land and shall be binding
34 upon all parties and persons having any interest in the land affected
35 hereby for a period of twenty-five (205) years from the date of this
36 ~~Declaration of Restrictions~~ amendment is recorded. Following the
37 twenty (20) year period, this Declaration of Restrictions, and all
38 amendments thereto, shall be automatically renewed for successive
39 periods of ten (10) years each, unless an amendment extending or
40 reducing or terminating the term hereof is recorded prior to the
41 expiration of such period.
42

¹ The underlining of the section titles is from the original text and is not an addition.

12.2.20

43

44

45 **BE IT FURTHER RESOLVED**, that this amendment shall take effect upon
46 recording of the same.

47

48 Voting was conducted by written ballot and the votes were formally counted and
49 tallied on _____.

50

51 The vote totals were as follows:

52

53 In Favor: _____

54 Opposed: _____

55

56 Signed: _____

57 Title: Committee member

58 Print Name: _____

59

60

**RESOLUTION AMENDING THE DECLARATION OF
RESTRICTIONS FOR THE PRESERVE SUBDIVISION**

The Preserve at Germantown Homeowners Association, Inc.

Resolution # 2

Recital

The Preserve at Germantown Homeowners Association, Inc. (the
“Association”) desires to remove the requirement that homes have window grids.

Resolution

THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:

**Section 5, H, of the “Declaration of Restrictions For the Preserve
Subdivision” (“Declaration”), as amended in the Second Amendment, shall be
deleted.ⁱ**

BE IT FURTHER RESOLVED, that this amendment shall take effect upon
recording of the same.

Voting was conducted by written ballot and the votes were formally counted and
tallied on _____.

The vote totals were as follows:

In Favor: _____

Opposed: _____

Signed: _____

Title: Committee member

Print Name: _____

ⁱ Section 5, H, of the Second Amendment to the Declaration currently reads as follows:

Window grids shall be required in the front elevation of the residence with other
residences requiring additional window grids as directed by the Architectural Control
Committee.

**RESOLUTION AMENDING THE DECLARATION OF
RESTRICTIONS FOR THE PRESERVE SUBDIVISION**

The Preserve at Germantown Homeowners Association, Inc.

Resolution #3

Recital

The Preserve at Germantown Homeowners Association, Inc. (the “Association”) desires to clarify the type of electric yard lights that owners in the Subdivision are required to have in order to ensure a more uniform appearance.

Resolution

THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:

Section 11 of the Declaration is amended by inserting the underlined language to read as follows:

11. ELECTRIC YARD LIGHTS¹ –

A. For purposes of safety, each property owner is required to install an electric yard light, the make and model of which is described below, on each platted residential lot. Each such light shall be placed on the lot at the time of finish grading of the yard by the homeowner within ten (10) feet off the access street right-of-way and aligned with the front entrance walkway to the residence. Yard light should be installed prior to occupancy. Yard light should be photocell activated and not restricted by an electric switch.

B. The make and model of electric yard light that is required on each lot is a “Whitestone Post Lantern with Frosted Lens,” manufactured by Wave Lighting in St. Louis, MO. As of the date of the adoption of this amendment, it can be purchased at BBC Lighting, 2015 W. St. Paul Avenue, Milwaukee, WI 53233.

In the event this type of yard light is no longer produced, the Committee shall have the right to designate a different make and model and shall publish same in the Operating Procedures

¹ The underlining of the section titles is from the original text and is not an addition.

of the Association.

~~Each homeowner will be charged \$360 plus sales tax at the time of closing on the lot for the light post and lamp whose specification are listed below. The homeowner will receive a certificate at closing to pick up the post and lamp within ten (10) days of closing at the developer's place of business. The price is subject to change.~~

Light post: ~~Black (aluminum) with photocell~~

Lamp: ~~Single socket with frosted lens with brass~~

~~accents series Rainier~~

~~High pressure sodium; 35 watt~~

~~Style E11TF131-17 Greystone~~

If a lot has an existing electric yard light as of the date of the recording of this amendment that is not in conformity with the above specifications, the light shall be considered permitted and not deemed a violation. However, if such existing yard light is replaced, it must then be in conformity with the above specifications.

BE IT FURTHER RESOLVED, that this amendment shall take effect upon recording of the same.

Voting was conducted by written ballot and the votes were formally counted and tallied on _____.

The vote totals were as follows:

In Favor: _____

Opposed: _____

Signed: _____

Title: Committee member

Print Name: _____

**RESOLUTION AMENDING THE DECLARATION OF
RESTRICTIONS FOR THE PRESERVE SUBDIVISION**

The Preserve at Germantown Homeowners Association, Inc.

Resolution #4

Recital

The Preserve at Germantown Homeowners Association, Inc. (the “Association”) desires to clarify the type of mailboxes that owners in the Subdivision are required to have in order to ensure a more uniform appearance.

Resolution

THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:

Section 25 of the Declaration, as amended in the Second Amendment, is deleted in its entirety and recreated to read as follows:ⁱ

25. MAILBOX – All homeowners shall install a uniform mailbox and post. The approved uniform selections are as follows:

- A. Mailbox –
 - i. Stonebridge Collections, “Simple and Beautiful Cedar Log Cabin Mailbox | Metal Insert Box | SB005,” or
 - ii. Stonebridge Collections, “Aromatic Cedar Newspaper Box | Wooden Mailbox Accessory | SB006.”
- B. Mailbox Post – Must be pressure-treated cedar posts. All posts must be cemented 36 inches into the ground.
- C. For additional information on where to order the correct mailbox and post, contact the Committee. The Committee may publish such information in the Operating Procedures.

Further, in the event these types of mailboxes are no longer produced, the Committee shall have the right to designate a different make and model and shall publish same in the Operating Procedures of the Association.

If a lot has an existing mailbox as of the date of the recording of this amendment that is not in conformity with the above

45 specifications, the light shall be considered permitted and not
46 deemed a violation. However, if such existing mailbox is
47 replaced, it must then be in conformity with the above
48 specifications.

49 **BE IT FURTHER RESOLVED**, that this amendment shall take effect upon
50 recording of the same.

51
52 Voting was conducted by written ballot and the votes were formally counted and
53 tallied on _____.

54
55 The vote totals were as follows:

56
57 In Favor: _____

58 Opposed: _____

59
60 Signed: _____

61 Title: Committee member

62 Print Name: _____

63

64

ⁱ Section 25 of the Second Amendment to the Declaration currently reads as follows:

Permanent mail/newspaper units shall be included in the purchase price of each lot and shall be installed by Developer in designated locations as determined by the U.S. Postal Service. Lot Owner's may be required to provide and install an individual temporary mailbox at a common location as may be directed by the U.S. Postal Service.