

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, February 15, 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 #: 126 828 0694 Password: iXCPqDiP756 which can be accessed by phone at 408-418-9388 or by logging on <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=md4098138f1f6aef4e30f201081ea3f20> 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.

Previously recorded Village Board Meeting Videos can be viewed at
https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ.

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:
 - B. Swear in new Fire Department Members.
- 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, February 15th.

VII. CONSENT AGENDA:

- A. Approval of Minutes February 1, 2021 Regular Village Board Meeting.
- B. Accounts payable/payroll
 - 1. January 29, 2021 Accounts Payable \$ 53,970.27
 - 2. February 5, 2021 Accounts Payable \$ 334,523.71
 - 3. February 2, 2021 Payroll (Hourly) \$ 246,846.08
 - 4. February 12, 2021 Accounts Payable \$ 194,446.82
 - 5. February 15, 2021 Payroll (Salary) \$ 100,398.71
 - 6. February 16, 2021 Payroll (Hourly) \$ 262,798.46

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

- C. Replacement of Fire Station Generator Transfer Switch from Pieper Electric in an amount not to exceed \$17,600.
- D. Replacement of two Library Boilers from Johnson Controls in an amount not to exceed \$76,880.
- E. Purchase of Western Star Patrol Truck with Attachments from Truck Country / Burke Truck and Equipment in an amount not to exceed \$200,000.
- F. Purchase of 11' First Response System Salt Brine PreTreatment System from Casper's Truck Equipment in an amount not to exceed \$70,000.
- G. DF Tomasini Invoice in an amount of \$17,518 for the emergency repair of the watermain and valve installation on Carnegie Drive.
- H. Award the Wendy Lane / Division Road Watermain contract to Vinton Construction in an amount of \$309,359.25 with a 5% contingency of \$15,470, a total not to exceed \$324,839.25.
- I. Award CIPP Interceptor Lining and manhole rehabilitation project to Visu-Sewer in an amount not to exceed \$2,611,161.40.
- J. Purchase of Wastewater Utility Van from Badger Ford for amount not to exceed \$38,973.
- K. 2021 Village Labor and Equipment Rates.

VIII. 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 900-1,080 sqft covered shelter and outdoor fireplace; and a 35-50 vehicle parking lot.

IX. PUBLIC HEARINGS:

- A. None.

X. NEW BUSINESS:

- A. Resolution 02-2021, Resolution Disallowing the Claim of Carol Vachalek for Water Damage.
- B. Audio Visual Proposal for the Village Board Room – Heartland Business Systems.
- C. International Association of Fire Fighters, Local 4854, Collective Bargaining Agreement.
- D. Resolution 01-2021 Weights and Measures.

- E. Ordinance 02-2021, Amending and updating Chapter 16 (Electrical Code) in the Village's Code of Ordinances to comply with the requirements of Wis. Admin Code SPS 316.
- F. Obtain Services of Traffic Engineering Services for the design phase of Mequon Road Street Lighting at a cost not to exceed \$20,000.
- G. Purchase of Takeucki TB290 Track Mini Excavator in an amount not to exceed \$116,701.
- H. Contract with Municipal Well and Pump for Well #12 in TID#8 in an amount of \$359,235, with Alternate Bid items minus stainless steel casing for a total of \$369,523.
- I. Department of Public Works/Engineering Staffing. The Village Board may enter into closed session pursuant to Wis. Stat. § 19.85(1)(c) and/or (f) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and/or 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 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.

XI. ADJOURNMENT.

The next regular meeting of the Village Board will be on Monday, March 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
February 1, 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, Miller, Myers, Wing, and Zabel. Absent Excused: Trustees Kaminski and Pieper. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak (Webex), Chief Snow, Director Schroeder, and Manager Tucker. Clerk's Note: This was a partial Virtual Webex Meeting.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

President Wolter reported that there is a new youtube link to the previously recorded videos on the agenda. Manager Tucker reported that the videos are being uploaded as time allows. There will not be videos posted on the website.

There is an opening on the Police and Fire Commission. There is an application available on-line. Those applications will be gathered for another week or two.

Zabel commented on the upcoming committee appointments.

**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:

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

None.

CONSENT AGENDA:

- A. Approval of Minutes January 18, 2021 Regular Village Board Meeting.
- B. Accounts payable/payroll
 - 1. January 11, 2021 Accounts Payable \$ 1,247,454.27
 - 2. January 19, 2021 Payroll (Hourly) \$ 241,763.66
 - 3. January 30, 2021 Payroll (Salary) \$ 103,794.00

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

UNFINISHED BUSINESS:

- A. None.

NEW BUSINESS:

A. Administrator 2021 Competencies and Objectives.

Administrator Kreklow reported on the 2021 Competencies and Balanced Scorecard Objectives. The format is the same as used in the past. Last year due to Covid the competencies were measured rather than the full objectives.

This sets the priorities for the department directors and departments.

Discussion ensued of removal of finishing with a general fund surplus and completion of 2050 land use plan.

Discussion ensued of how to measure communication and engagement and effective communication of the water rate increase to the public. Discussion ensued of the item as subjective.

Discussion ensued of workshops, website, and improved documents for the budget process,

Discussion ensued of customer relations in Village Hall and surveys and how customer complaints are tracked. Discussion ensued of a customer service management system and feedback.

Most complaints are related to snowplowing, tax increase, or noise.

Engaging with the public early in the budget process was discussed.

Discussion ensued of internal employee engagement surveys.

Discussions ensued of a customer service and is the response timely.

Discussion ensued of the water rate communication and how we handle as a Village.

Discussion ensued of the definitions of scores and measurements and timelines. Rebooting of the employee performance measurements was discussed. Process to include four policies to improve. Financial to include a five year capital plan and tax levy.

Discussion ensued of the water rate increase and the communication and education of the increase. Time and focus will be communication of the increase.

Customer to include customer service management system.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 8:15 p.m.

The next regular meeting of the Village Board will be on Monday, February 15, 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: February 2nd, 2021 & February 15, 2021

AGENDA ITEM: New Business

ITEM TITLE: Fire Station Generator Transfer Switch Replacement

SUBMITTED BY: Scott Anderson, Interim Highway Superintendent

SUMMARY EXPLANATION:

As part of the 2021 budget process, \$17,600.00 was budgeted as non-harrowed capital to replace the generator transfer switch at the Germantown Fire Station. The existing transfer switch is original to the building and is currently in disrepair. The existing switch is housed in a painted steel cabinet that is currently rusting both inside and out. This transfer switch will soon start leaking, which could lead to electrical issues, causing the building not to transfer over to generator power during an emergency. Staff solicited proposals from several area contractors for replacement and the results are listed below. While the project should come in under budget, staff is seeking approval for the full \$17,600.00 as a contingency to cover any unforeseen problems that we may encounter.

Piper Electric: \$15,965.00

Lemberg Electric: \$17,200.00

Roman Electric: \$29,310.00

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER ☒ x

RECOMMENDATION:

Staff recommends contracting with Pieper Electric to furnish and install a new Kohler 600-amp transfer switch in an amount not to exceed \$17,600.00. If approved, funds shall be allocated from account: 10-519-570-8222.

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: February 2nd, 2021 & February 15, 2021

AGENDA ITEM: New Business

ITEM TITLE: 2021 Library Boiler Replacement Project

SUBMITTED BY: Scott Anderson, Interim Highway Superintendent

SUMMARY EXPLANATION:

During the 2021 budget process, \$66,000.00 was added for the replacement of (2) boilers at the Library. Staff worked closely with Johnson Controls to specify the correct boilers for our application. Staff requested proposals from several area contractors and the results are listed below for your review.

During the specification process Johnson Controls did suggest using a boiler that is more efficient. Unfortunately, Johnson controls was not part of the process as staff put together the 2021 budget and the option does exceed the budgeted amount. The more efficient option will likely bring a 17% energy saving to the village. Staff reviewed the estimated 17% savings over one year and found that over the life of the boilers, the return on investment will take place in approximately 9 years. This would leave approximately 11 years that could be saved toward future boiler replacement. You will see that there are (2) prices listed per contractor, as staff requested pricing options for both levels of efficiency. Staff is recommending the greater efficiency boilers because they are likely to provide the village with savings that can help offset future replacement. Administrator Kreklow did add that at this point, harrowing can be increased to offset the cost difference of the project. **If** the committee and board prefer the lower efficiency models, they will serve the village well and will fall within the budgeted amount.

Johnson Controls:	85% efficient \$53,491.00	97% efficient \$76,880.00
Grunau Company	85% efficient \$63,855.00	97% efficient \$89,040.00
Goschey Mechanical:	Declined bidding.	

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER ☒ x

RECOMMENDATION:

Staff recommends Johnson Controls to furnish and install (2) 97% efficient HTP Elite XL boilers. **If** approved, the project shall not exceed \$76,880.00, and funding shall be taken from capital account: 40-519-570-8251. Staff will not execute the project until after the 2021 borrowing has occurred.

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: February 2nd, 2021 & February 15, 2021

AGENDA ITEM: New Business

ITEM TITLE: Highway Department Patrol Truck

SUBMITTED BY: Scott Anderson, Interim Highway Superintendent

SUMMARY EXPLANATION:

During the 2021 budget process, \$200,000.00 was added to the Highway Department capital budget for the replacement of a Highway Department patrol truck. The useful service life of the departments patrol vehicles is currently at 14 years. It is important for winter operations and budgeting that we work to keep our current replacement cycle. As you will see below, staff solicited the truck chassis purchase from three various vendors in our region. Regardless of where the truck is purchased, Burke Truck & Equipment Inc. assembles the remaining equipment. I expect the purchase to come in at the costs presented below, but due to volatility of steel costs and other related materials, I am requesting the remaining 2.4% budgeted as a cushion.

Truck Country of Wisconsin / Burke Truck & Equipment Inc.:	\$195,130.00
Quality Truck Care Center/ Burke Truck & Equipment Inc.:	\$196,101.00
I State Truck Center:	Declined bidding.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER ☒ x

RECOMMENDATION:

Staff recommends purchasing the Western Star Patrol truck and associated winter attachments from Truck Country / Burke Truck & Equipment Inc. If approved, the purchase amount shall not exceed \$200,000.00 and shall be funded from capital account: 40-542-570-8520. Staff will not execute the purchase until after the 2021 borrowing has occurred.

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: February 2nd, 2021 & February 15, 2021

AGENDA ITEM: New Business

ITEM TITLE: First Response System, Salt & Brine Insert

SUBMITTED BY: Scott Anderson, Interim Highway Superintendent

SUMMARY EXPLANATION:

During the 2021 budget process, \$76,000.00 was added to the Highway Department capital budget for the replacement of our current salt brine pre-treatment system. The new insert has a dual function as it will be used to pre-treat prior to a pending snow event and will also carry salt and provide pre-wetting functions during a snow operation. When salt brine pre-treatment was new to the industry, Germantown modified and existing piece of equipment to complete the task. The equipment currently used was old at the time it was put together and has functional limitations that make application less effective. Pre-treatment has become widely used as an industry standard, and Germantown uses pre-treatment as a major part of our arsenal as we prepare for pending snow events. Staff is only recommending the Henderson 11' First Response System as it fully integrates with our current truck operating system, Force America 6100. Casper's Truck Equipment is the only vendor in our region that can provide the Village with this specific piece of equipment.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER ☒ x _____

RECOMMENDATION:

Staff recommends purchasing the 11' First Response System from Casper's Truck Equipment. If approved, the purchase amount shall not exceed \$76,000.00 and shall be funded from capital account: 40-542-570-8520. Staff will not execute the purchase until after the 2021 borrowing has occurred.

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: February 2nd, 2021 & February 15, 2021

AGENDA ITEM: New Business

ITEM TITLE: Consideration of Invoice-D.F. Tomasini
Water main repair/valve installation -Carnegie Dr. - 12/10/2020

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

A water main break occurred on Carnegie Drive and due to timing, severity and large business that would have been shut off, we contracted OF Tomasini for the emergency repair. We required two excavation crews at two separate locations to expedite the repair starting at 4 am. We repaired an old live tap valve that was used to shut down this main several years ago. We also installed an additional 12" valve to aid any future shut offs.

ATTACHMENT: X ORDINANCE RESOLUTION _____ OTHER – ~~X~~

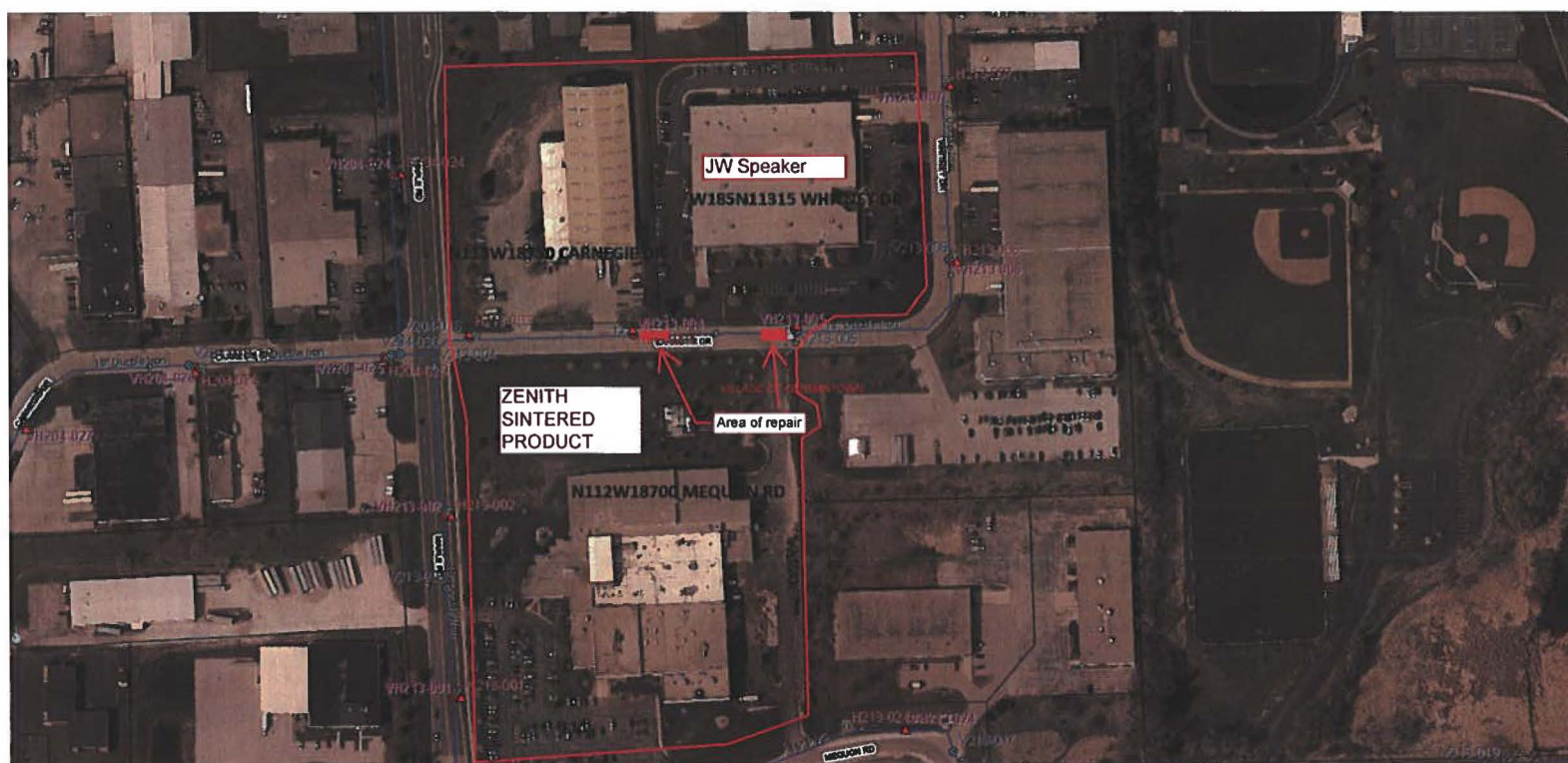
RECOMMENDATION:

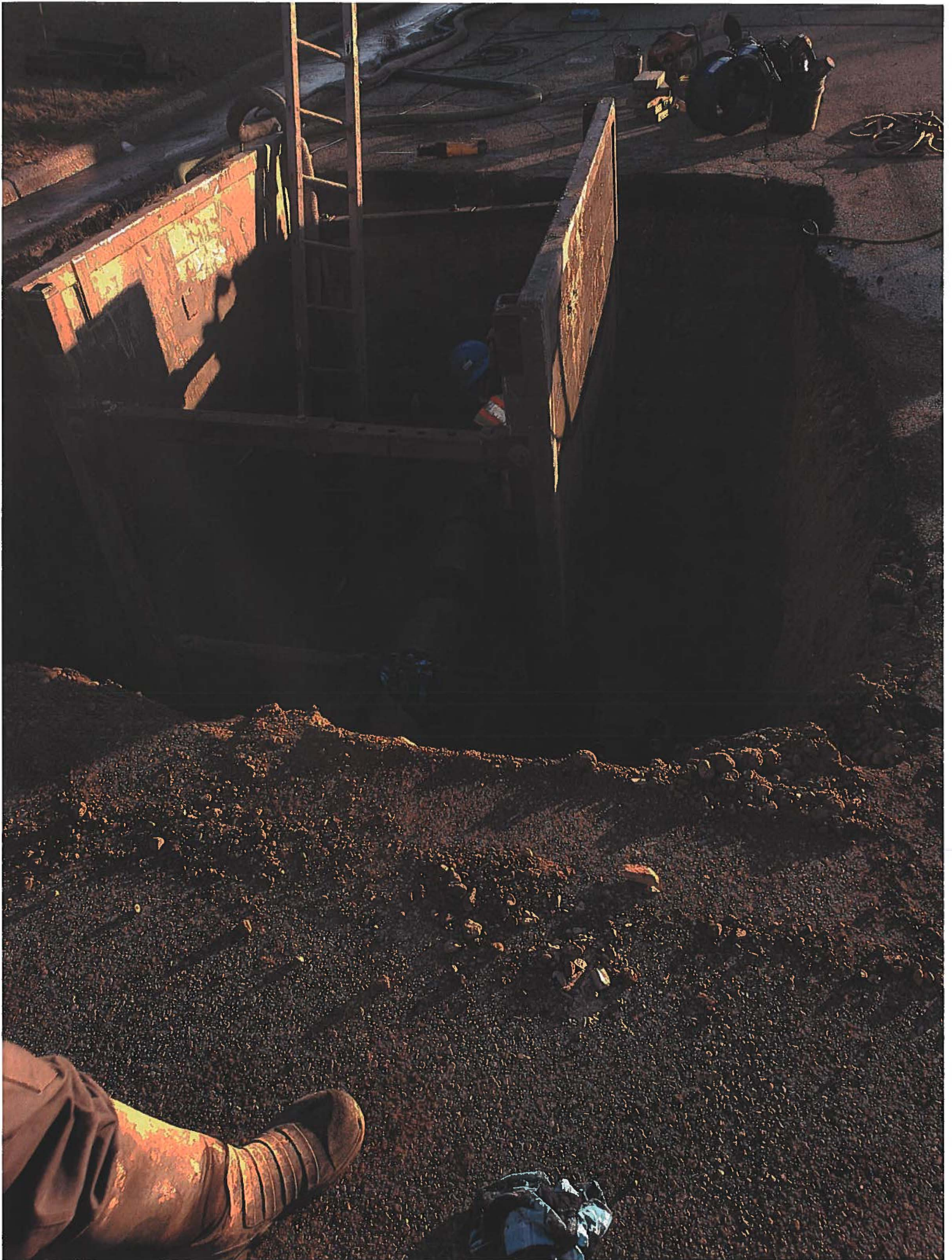
Staff recommends paying the invoice from OF Tomasini in the amount of \$17,518.00 for the emergency watermain repair and valve installation on Carnegie Drive.

The amount will come out of the maintenance of mains account #50-742-530-6730.

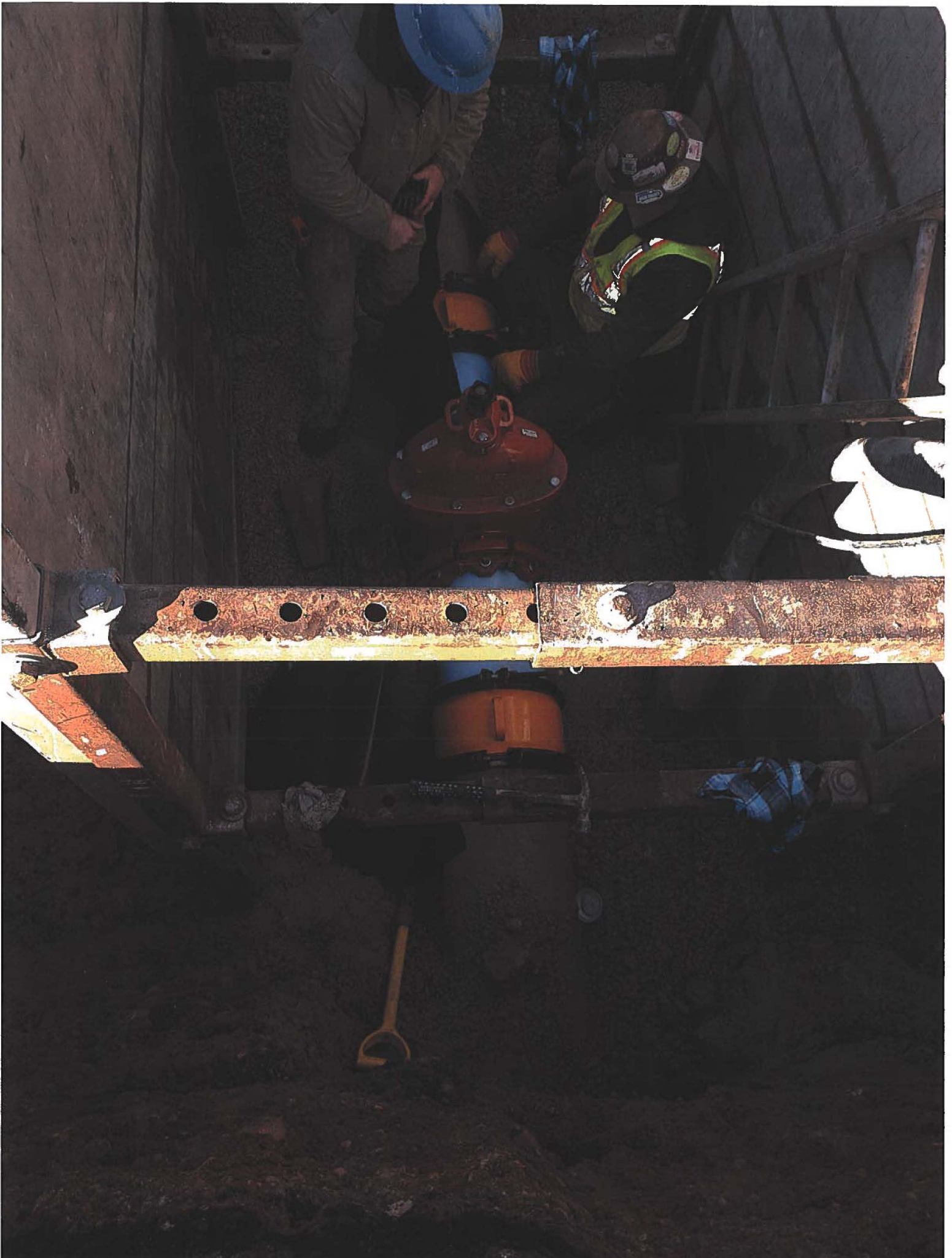
COMMITTEE ACTION:

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:

February 2, 2021 & February 15, 2021

AGENDA ITEM:

New Business

ITEM TITLE:

Award Contract- Wendy Ln / Division Rd Water Main

SUBMITTED BY:

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

SUMMARY EXPLANATION:

The Wendy Lane/ Division Road Water Main project bid opening was January 26, 2021. The Village engineer desired to get this project to the Public Works Committee in a timely basis and for that reason the bid results will be presented at the night of the meeting.

In Summary, this project was brought to the Committee to evaluate the availability to extend water main on Wendy Lane to serve a resident that has a well that no longer functions. Engineering staff investigate the project and determined it would be best for the Village water system if the water main were extended to make another connection to a dead-end water main on Division Road. This would also create an additional source of water to feed the water main crossing under the Interstate Highway serving areas west of the Interstate Highway. The Public Works Committee approved by motion, 9/10/2020, to extend water main on Wendy Lane from Dotty Way to Division Rd.

In determining the scope of the project engineering staff also identified that installing water main on Division Rd from Wendy Ln to Concord would eliminate two additional dead-end water mains. Dead-end water mains cause a maintenance issue for the Water Utility; therefore, the engineering staff decided to request in the bid the cost to install the water main on Division Rd. This bid cost will also be presented. It is the hope of the Village staff that this section of water main would be included in the award of the project.

ATTACHMENT: ORDINANCE__ RESOLUTION__ OTHER XX

- Revised Backup including Bid Results.

RECOMMENDATION:

Staff recommends that the Public Works Committee forward on to the Village Board with a positive recommendation to award the Wendy Lane Water Main contract to _____ in the amount of \$ _____, in addition staff is requesting a 5% contingency or \$ _____, with the total amount requested for award to be \$ _____.

WENDY LANE/DIVISION ROAD WATERMAIN – BID RESULTS:

MOTION made by Zabel, seconded by Kaminski to forward to the Village Board with a positive recommendation to award the Wendy Lane/Division Road Watermain contract to Vinton Construction in the amount of \$309,359.25 with a 5% contingency of \$15,470.00 for the total amount of \$324,829.25.

Motion carried unanimously.

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

MEETING DATE: February 15, 2021

AGENDA ITEM: Consent Agenda

ITEM TITLE: Award of Contract – Cured In Place Lining 48” Interceptor

SUBMITTED BY: Public Works and Highways Committee

SUMMARY EXPLANATION:

The Public Works and Highways Committee is presenting for your review and acceptance, the qualified bids for the relining of Approx. 7,654 lineal feet of 48” interceptor sewer and 530 v.f. of manhole rehabilitation.

Visu-Sewer	Pewaukee, WI	\$2,611,161.40
SAK Construction	O’Fallon, MO	\$3,933,344.00
Michels Construction	Brownsville, WI	\$3,203,298.00
Insituform Technologies	White Bear Lake, MN	\$3,149,814.60
Granite Inliner	Orleans, IN	\$3,457,704.00

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

It is the unanimous recommendation of the Public Works and Highways Committee to award the CIPP and Manhole rehabilitation to Visu-Sewer for the amount not to exceed \$2,611,161.40. Work will commence in the late fall of 2021 with completion by June of 2022. This will complete the interceptor lining project. Line segments are along Fond du Lac Ave. South of Seven Pines Way and along the County Line Road corridor in the landfill area. Monies for this project were approved in the 2021 capital budget for the Utility.

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: February 15, 2021

AGENDA ITEM: Consent Agenda

ITEM TITLE: Authorization to Purchase – Wastewater Utility Van

SUBMITTED BY: Public Works and Highways Committee

SUMMARY EXPLANATION:

The Public Works and Highways Committee is presenting for your review the proposals for the Wastewater Utility Van:

Badger Ford	\$38,973.00
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Boucher Automotive Group	\$46,800.00
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Ewald Automotive Group	\$39,935.00
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ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER

RECOMMENDATION:

It is the unanimous recommendation of the Public Works and Highways Committee to purchase vehicle as specified from Badger Ford for the amount not to exceed \$38,973.00. Funds will be distributed from account number 60-180-185-3730, Transportation Equipment. Funding for this item was approved in the 2021 capital budget for the Utility. This vehicle will replace Van 503 a 2005 Chevrolet Express AWD Cargo 2500 similarly equipped that has 154,000 miles. Van 503 Will be going to auction after delivery of new unit.

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 PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: February 2, 2021

AGENDA ITEM: New Business

ITEM TITLE: Village Labor & Equipment Rates - 2021

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

SUMMARY EXPLANATION:

As the Village may be requested for personnel or equipment to assist in a project, staff typically prepares a list of rates to be charged for labor and equipment. For 2021 staff is recommending a 2.5% rate increase for labor and a 3% rate increase for equipment.

ATTACHMENT: ORDINANCE__ RESOLUTION__ OTHER X

Proposed Labor and Equipment Rates for 2021.

RECOMMENDATION:

Staff recommends that the Public Works Committee forward on to the Village Board with a positive recommendation for approval.

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

NOTE: 2021 rates reflect a 2.5% increase to the 2010 wages.

EQUIPMENT RATES -- 2021

VILLAGE OF GERMANTOWN

EQUIPMENT DESCRIPTION	Annual Hourly Rates		
	2019	2020	2021
Cruz-Air	\$70.01	\$72.11	\$74.27
Case Backhoe & Loader	\$41.33	\$42.57	\$43.85
Michigan Loader	\$52.81	\$54.40	\$56.03
Case/John Deer Loader/Snow Plow	\$89.55	\$92.24	\$95.01
Case/John Deer Loader/Snow Blower	\$121.69	\$125.34	\$129.10
Single Axle Dump Truck (Syd)	\$37.88	\$39.02	\$40.19
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (S yd)	\$60.84	\$62.67	\$64.55
Tandem Axle Dump Truck	\$50.52	\$52.03	\$53.59
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	\$74.62	\$76.86	\$79.17
Quad Axle Dump Truck	\$87.55	\$90.18	\$92.89
1-Ton Patrol Truck (2-3 yd)	\$28.71	\$29.57	\$30.46
1-Ton Truck w/Plow	\$35.59	\$36.66	\$37.76
Truck w/Water Jetter w/Aux. Power Unit	\$57.40	\$59.12	\$60.89
Aerial Lift Truck	\$71.18	\$73.32	\$75.52
3500- Truck w/ Utility Box & Crane	\$65.00	\$65.00	\$65.00
Pickup Truck	\$22.39	\$23.06	\$23.75
Pickup Truck w/Plow	\$32.15	\$33.11	\$34.10
Self Propelled Vibrating Roller	\$43.62	\$44.93	\$46.28
Self Propelled Non-Vibratory Roller	\$40.18	\$41.38	\$42.62
185 cfm Air Compressor (Portable)	\$32.15	\$33.11	\$34.10
Street Sweeper 40 Hp w/Front Mounted Broom	\$42.47	\$43.75	\$45.06
Vacuum Sweeper	\$94.14	\$96.96	\$99.87
VacAll	\$98.73	\$101.69	\$104.74
Sewer line Televising Truck	\$133.17	\$137.17	\$141.29
Combination Sewer Machine (pipe jetter & vac)	\$160.72	\$165.54	\$170.51
Mini Excavator	\$56.28	\$57.96	\$59.70
Skid Steer Loader w/Bucket	\$36.74	\$37.84	\$38.98
Skid Steer Loader w/Snow Blower/Broom	\$40.18	\$41.38	\$42.62
20' Enclosed Trailer	\$15.00	\$15.00	\$15.00
REX Valve Turner	\$83.00	\$83.00	\$83.00
10' Utility Trailer	\$12.00	\$12.00	\$12.00
Tar Kettle	\$39.03	\$40.20	\$41.41
Motorized Mower (24" & Under)	\$15.22	\$15.68	\$16.15
Motorized Mower (25"-47")	\$21.24	\$21.88	\$22.54
Motorized Mower (48" & larger)	\$24.68	\$25.43	\$26.19
Tractor w/Sickle or Flail Mower	\$52.81	\$54.50	\$56.14
		\$56.14	\$57.82
		\$57.82	\$59.55

Chain Saw	\$14.07	\$14.50	\$14.94
Hydraulic Saw	\$14.07	\$14.50	\$14.94
Hydraulic Pruner	\$14.07	\$14.50	\$14.94
Chipper	\$45.92	\$47.29	\$48.71
Generator (225 Kw)	\$65.43	\$67.40	\$69.42
Generator (Under 10 Kw)	\$28.71	\$29.57	\$30.46
		\$30.46	\$31.37
Trailer Mounted Vacuum Excavator & Valve Turner	\$96.43	\$99.33	\$102.31
6 " Pump/Hose	\$35.59	\$36.66	\$37.76
4" Pump/Hose	\$29.85	\$30.75	\$31.67
3' Pump/Hose	\$24.68	\$25.43	\$26.19
Barricades-----DAI LY COST	\$3.44	\$3.55	\$3.66
Traffic Control Signs-----DAI LY COST	\$1.73	\$1.78	\$1.83
NOTE: 2021 rates reflect a 3% increase of 2020 rates			

From: [Janice Wick](#)
To: [Deanna Braunschweig](#)
Subject: Public Works Committee Items - V.B. Feb. 15, 2021
Date: Monday, February 8, 2021 11:12:45 AM

CONSENT AGENDA:

-

FIRE STATION #2 – TRANSFER SWITCH:

MOTION made by Zabel, seconded by Miller to forward to the Village Board with a positive recommendation authorizing the services of Pieper Electric to furnish and install a new Kohler 600-amp transfer switch in the generator at Fire Station #2 at a cost not to exceed \$17,600.00. Funds to be allocated from Acct. #10-519-530-8222 contingent upon funds not being expended until the carryover of 2020 funds are approved by Village Board.

Motion carried unanimously.

-

LIBRARY BOILER REPLACEMENT PROJECT:

MOTION made by Miller, seconded by Hudson to forward to the Village Board with a positive recommendation authorizing the services of Johnson Controls to furnish and install two 97% energy efficient HTP Elite XL boilers at the Library at a cost not to exceed \$76,880.00. Funds to be allocated from Acct. #40-519-530-8251 contingent upon the execution of the 2021 borrowing.

Motion carried unanimously.

-

HIGHWAY DEPT. PATROL TRUCK – PURCHASE:

MOTION made by Kaminski, seconded by Miller to forward to the Village Board with a positive recommendation for the purchase of a Western Star Patrol Truck with associated attachments from Truck Country/Burke Truck & Equipment Inc. in an amount not to exceed \$200,000. Funds to be allocated from Acct. #40-542-570-8520 contingent upon the 2021 borrowing.

Motion carried unanimously.

-

SALT BRINE INSERT – PURCHASE:

MOTION made by Miller, seconded by Hudson to forward to the Village Board with a positive recommendation authorizing the purchase of a 11' First Response System salt brine pre-treatment system from Casper's Truck Equipment at an amount not to exceed \$70,000. Funds to be allocated from Acct. #40-542-570-8520 contingent upon the 2021 borrowing.

Motion carried unanimously.

D.F. TOMASINI INVOICE – CARNEGIE DRIVE

MOTION made by Zabel, seconded by Miller to forward to the Village Board with a positive recommendation to approve the D.F. Tomasini invoice in the amount of \$17,518.00 for the

emergency repair of the watermain and valve installation on Carnegie Drive. Funds to be allocated from Acct. #50-742-530-6730.

Motion carried unanimously.

-

WENDY LANE/DIVISION ROAD WATERMAIN – BID RESULTS:

MOTION made by Zabel, seconded by Kaminski to forward to the Village Board with a positive recommendation to award the Wendy Lane/Division Road Watermain contract to Vinton Construction in the amount of \$309,359.25 with a 5% contingency of \$15,470.00 for the total amount of \$324,829.25.

Motion carried unanimously.

48" CIPP INTERCEPTOR LINING – BID RESULTS:

MOTION made by Miller, seconded by Kaminski to forward to the Village Board with a positive recommendation to award the CIPP Interceptor Lining and manhole rehabilitation project to Visu-Sewer in an amount not to exceed \$2,611,161.40.

Motion carried unanimously.

-

WASTE WATER UTILTIY TRUCK - PURCHASE:

MOTION made by Miller, seconded by Kaminski to forward to the Village Board with a positive recommendation authorizing the purchase of a van as specified from Badger Ford for an amount not to exceed \$38,973.00. Funds to be allocated from Acct. #60-180-185-3730 contingent upon 2021 borrowing.

Motion carried unanimously.

VILLAGE LABOR & EQUIPMENT RATES:

MOTION made by Zabel, seconded by Miller to forward to the Village Board with a positive recommendation to approve the Village Labor and Equipment Rates for 2021.

Motion carried unanimously.

NEW BUSINESS:

MEQUON ROAD – STREET LIGHTING:

MOTION made by Miller, seconded by Hudson to forward to the Village Board with a positive recommendation to authorizing staff to obtain the services of Traffic Engineering Services for the design phase of the Mequon Road street lighting project at a cost not to exceed \$20,000.00. Funds shall be allocated from Acct. 40-542-570-8850.

Motion carried 3-1 (Zabel)

MINI EXCAVATOR – PURCHASE:

MOTION made by Miller, seconded by Kaminski to forward to the Village Board with a positive recommendation for the purchase of a Takeuchi TB290 Track Mini Excavator in an amount not

to exceed \$116,710.00. Funds to be allocated from Acct. #40-542-570-8450 contingent upon the 2021 borrowing.

Motion carried 3 – 1 (Zabel)

AWARD OF CONTRACT – WELL #12 (TID #8):

MOTION made by Miller, seconded by Hudson to forward to the Village Board with a positive recommendation to approve the contract with Municipal Well and Pump for Well #12 (TID #8) in the amount of \$359,235.00 and authorization to use the Alternate Bid items minus the stainless-steel casing as determined necessary for a total award amount of \$369,523.00.

Motion carried 3 -1 (Zabel)

Regards,

Janice

DPW/Engr.

Village of Germantown

262-250-4721

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: February 15, 2021

AGENDA ITEM: Unfinished Business (CONDITIONAL USE PERMIT AMENDMENT)

ITEM TITLE: Kevin Behnke, property owner and agent for Apple Works Winery LLC, W179 N12536 Fond du Lac Avenue; Amendment to Conditional Use Permit (CUP#01-13) for the expansion of the existing winery and the use of the property as a venue for wedding and other events

SUBMITTED BY: Emily Zandt, Associate Planner, Community Development Department

SUMMARY EXPLANATION:

Kevin Behnke, property owner, is requesting approval of an amendment to Conditional Use Permit #01-13 to allow an expansion of the existing Apple Works Winery operation and use of the property as a venue for weddings and other events including: a 5,150-square foot building with a seating capacity of 125 persons; an outdoor patio with a 900-1,080-square foot covered shelter and outdoor fireplace; and a 35-50 vehicle parking lot on the 10.8 acre Apple Works Winery property located at W179 N12536 Fond du Lac Avenue.

At their December 14, 2020 meeting, the Plan Commission voted to recommend a condition that liquor licenses for the event venue be limited to the existing wine and beer license. If in the future the applicant would like to apply for a hard liquor license, another amendment to the CUP can be requested.

Following discussion of the item at the January 4, 2021 meeting, the Village Board voted to table (postpone) the item to a future meeting.

After the meeting, Village staff contacted Sue King, WisDOT Access Permit Coordinator, regarding the proposed event venue and potential impact on STH145. King indicated that the potential volume of traffic to be generated from a use with only 35-50 parking stalls would not warrant any additional traffic impact analysis or driveway improvements on STH145 (e.g. by-pass lane, turn lane). However, if the number of proposed stalls increases, WisDOT may require additional analysis or physical improvements to the driveway or STH145. King indicated that WisDOT staff will continue to evaluate this project and if not as part of the Village's CUP process, WisDOT may request additional analysis or improvements as part of the Village's Site Plan review process. King has requested that the Village keep WisDOT informed as the event venue proposal moves forward.

In addition, WisDOT's investigation into this proposal uncovered an apparent issue regarding access control along STH145 that they feel needs to be addressed by the Village and property owner.

Back in 2005, the Village approved CSM #5843 that divided the Behnke property and created the 3 residential lots to the east along with the private shared driveway that serves those lots, a.k.a. Apple Blossom Lane. At that time, there was an access restriction affecting the Behnke property that limited access to STH145 from the existing driveway only;

prohibiting any additional access driveways to STH145. That restriction was placed on the Behnke property as part of CSM #5452 that was approved back in 2002 and at a time when WisDOT strictly enforced their access authority under TRANS 233 for all subdivisions and CSM land divisions along state highways. Apparently, the access restriction recorded against the Behnke property in 2002 remains in effect today despite the approval of CSM #5843 and the fact that WisDOT's authority over CSM land divisions under TRANS 233 is no longer in effect.

Consequently, WisDOT is requesting that the Village take this opportunity to remind the property owner and Village that this restriction remains in effect, and, to further memorialize that restriction by requiring the property owner to record a deed restriction against the property that contains the access restriction that remains in effect. WisDOT recommended that the Village either require that a separate deed restriction containing the access restriction be recorded, or, that the surveyor who prepared the original CSM back in 2005 prepare and record an "affidavit of correction" that effectively adds the access restriction to the CSM after-the-fact.

At this time and as requested by WisDOT, staff has added a condition to the list of "general" conditions for this CUP that requires the property owner to record a deed restriction with the STH145 access restriction prior to or concurrent with the Site Plan to be submitted for the event venue or within six (6) months after an approved CUP is recorded, whichever comes first.

Staff also met with the applicant and Village Attorney and made modifications to the Conditional Use Permit document. The changes from the Plan Commission recommendation have been highlighted in yellow on the attached CUP document. A clean or final version of the document has also been included and is the document intended to be recorded.

The proposed Conditional Use Permit (CUP#01-21) combines and replaces the two existing CUP documents granted for the property (CUP# 12-02 and CUP# 01-13), the conditions associated with each, and the requested amendment.

PLAN COMMISSION RECOMMENDATIONS:

APPROVE a conditional use permit amendment to CUP#01-13 for the 10.8-acre Apple Works Winery property located at W179 N12536 Fond du Lac Avenue subject to nine (9) conditions as listed in CUP #01-21.

*Village Staff and the Village Attorney have made modifications to the CUP document since the Plan Commission recommendation to the Village Board. These have been highlighted in yellow.

APPLICATION, PLANS & RELATED DOCUMENTS:

All relevant documents, including applications, plans, supporting information, the staff report & recommendation, and Plan Commission meeting minutes (when available) are included in the PDF digital file distributed by the Village Clerk.

CUP # 01 – 21

Document No.

CONDITIONAL USE PERMIT

Document Title

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

Whereas the Applicant:

**Kevin Behnke, Property Owner, Apple Works Winery LLC
 & Behnke Estates**

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

This Conditional Use Permit (CUP#01-21) combines and replaces the two existing CUP documents granted for the property (CUP# 12-02 (recorded at Document # 955448 on 11/1/2002) and CUP# 01-13 (recorded as Document #1328018 on 2/4/2013)), the conditions associated with each, and the requested amendment.

Name & Return Address:

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

Parcel Identification No:

GTNV 161-976

Now, therefore, this permit is issued to the Applicant to permit the operation of a winery, event venue, and enclosed storage of automobiles, recreational vehicles and commercial equipment from the property located at W179 N12536 Fond du Lac Ave in the A-2: Agricultural Zoning District pursuant to Section 17.13 and 17.07(3)(a)2. of the Village Zoning Code.

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

A 10.81-acre parcel being Lot 4 of Certified Survey Map No. 5843 and being a part of the NW ¼ and SW ¼ of the NE ¼ of Section 16, Township 9 North, Range 20 East in the Village of Germantown, Washington County, Wisconsin.

Tax Key No: 161-976

Address: W179 N12536 Fond du Lac Avenue

Pursuant to the following condition(s):

General Conditions and Provisions:

1. This permit authorizes limited uses and activities as set forth in CUP# 12-02 (Storage), recorded 11/1/2002, CUP# 01-13 (Winery), recorded on 2/4/13 and the amendment application dated 10/13/20, the additional information submitted on 12/2/2020 (Event Venue), and in the supporting documents made part of the application on file with the Village. As used herein, the following are defined as: a) "Storage" is to include the storage of recreational vehicle, boats, and commercial vehicles and equipment if completely enclosed within Buildings 3 and 4 (as identified on the Site Plan dated 9/18/20); b) "Winery" is to include the manufacturing in Building 3 and retail sales and

- tasting of wine located in Building 1 (as identified on the Site Plan dated 9/18/20) and the attached patio; and c) "Event Venue" to include the use of Building 2 (as identified on the Site Plan dated 9/18/20) for the hosting of weddings and other events. Except as may be limited herein, all of the operational characteristics and services as described, as well as any commitments made by the Applicant as set forth in the application, supporting documents, and made during presentations to the Village Plan Commission, Village Board and Village staff are deemed to be conditions of approval.
2. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the permitted conditional use which causes special problems or harmful effects otherwise associated with the use to be no longer ameliorated or eliminated, or where conditions imposed were anticipated to mitigate or eliminate harmful effects associated with the use but are subsequently insufficient to do so, or for similar cause based upon consideration for the public comfort, safety, and welfare, the conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.
 3. This Conditional Use Permit shall be transferable to a family member only. In the event there is a change in the owner/operator of the winery, event venue, or storage operation outside the family, this CUP shall become null and void. A new CUP shall be required in order for a new owner/operator to commence operation of a winery, event venue and/or storage operation from this property.
 4. In the event the Village receives complaints regarding noise, activities or other negative impacts on surrounding neighborhood and properties, the Owner/Operator shall work cooperatively with the Village to mitigate and resolve the issue.
 5. Site improvements, buildings, signage, exterior lighting and any other improvements on the property that are necessary for the land uses and activities authorized under this CUP shall be reviewed and approved by the Village through the Zoning Permit or Site Plan application process as determined by the Village Zoning Administrator. If required, Site Plan review and approval will include Plan Commission review and approval.
 6. All signage, temporary and permanent, requires a permit; contact Planning & Zoning Services for details.
 7. Applicant to obtain all required liquor licenses and/or permits from the State and Village.
 8. There shall be no licensing for the sale or dispensing of hard liquor on site for business purposes. In the event the property owner would like to apply for additional liquor licensing (i.e. hard liquor license), an amendment to this Conditional Use Permit is required to be approved by the Village Plan Commission and Village Board prior to the issuance of said permit.
 9. The property owner shall record a deed restriction for the subject property that limits access from STH145 to the existing driveway only and prohibits any new or additional access driveways unless approved by the WisDOT and Village of Germantown. Said deed restriction shall be recorded prior to or concurrent with Village approval of the Site Plan for the event venue project or six (6) months after the date of recording of this CUP, whichever comes first.
 10. Not including service staff, the maximum property capacity shall not exceed 200 persons at any one time.

Storage Specific Conditions:

11. Allowable uses are limited to the enclosed storage of automobiles, recreational vehicles and commercial equipment. No outside storage of vehicles or equipment shall be allowed.
- ~~12. The applicant shall have no more than 14,000 square feet of commercial area, which is restricted to a total of four (4) buildings per the plat of survey received by the Village dated July 9, 2002.~~
12. The applicant shall have no more than 12,200 square feet of commercial area, which is restricted to a total of two buildings, identified as Building 3 and Building 4 on the Site Plan dated 9/18/20.
13. The applicant shall have the buildings inspected semi-annually by the Village Fire Department, for compliance with fire safety codes.
14. Exit lights are required to be installed above existing exits. A licensed electrician is required to install the lights and an electrical permit is required to be issued by the Village.
15. The hours of operation shall be between 6:00am and 11:00pm.
16. The Conditional Use Permit shall lapse and be void unless the use granted is operational, or substantial construction required to implement such use has been commenced within one year of issuance of such permit.
- ~~17. Construction of the fourth (future) building shall be of similar architecture and colors of the existing buildings.~~

Winery Specific Conditions:

- ~~18. This permit authorizes the uses and activities as set forth in the conditional use permit application and in the supporting documents and plans made part of the application. Except as may be limited herein, all of the operational characteristics and services as described, as well as any commitments made by the Applicant as set forth in the application, supporting documents, and made during presentations to the Village Plan Commission, Village Board and Village staff are deemed to be conditions of approval.~~
- ~~19. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the permitted conditional use which causes special problems or harmful effects otherwise associated with the use to be no longer ameliorated or eliminated, or where conditions imposed were anticipated to mitigate or eliminate harmful effects associated with the use but are subsequently insufficient to do so, or for similar cause based upon consideration for the public comfort, safety, and welfare, the conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.~~
17. Operational hours are permitted to be 10:00 am to 9:00 pm Sunday through Saturday.
20. Applicant is responsible for contacting the Community Development Department and/or Clerk's Office for applicable temporary use, liquor license, or other permits or approvals for any special event that: (a) exceeds 50 total persons in attendance; (b) includes the selling of any alcohol other than wine; or (c) includes a DJ, live band, or other excessively amplified music.
18. Outdoor music on the winery patio shall be permitted between 12:00pm and 6:00pm only on Sunday through Thursday, and from 12:00pm and 8:30 on Friday and Saturday.
- ~~22. Applicant to obtain all required liquor licenses and/or permits from the State and~~

~~Village.~~

- ~~23. The proposed outdoor patio may require site plan approval from the Plan Commission depending on the extent and improvements. Contact the Village Planner for further information prior to installation of the outdoor patio. At a minimum, the patio shall be set back a minimum distance of 50' from the nearest property line.~~
19. Building permits and state-approved plans may be required for the proposed remodeling; contact Inspection Services prior to any work for details on the required permits and plan approvals.
- ~~24. All signage, temporary and permanent, requires a permit; contact Planning & Zoning Services for details.~~
25. A pre-occupancy inspection is required by the Fire Department.

Event Venue Specific Conditions:

20. The hours of operation shall be between 6:00am and 9:00pm Sunday through Thursday, and between 6:00am and 11:00pm on Fridays and Saturdays. Clean-up may take place between 11:00pm and midnight on Friday and Saturdays.
21. Not including service staff, the maximum capacity of the event venue shall not exceed 150 guests.
22. There shall be no outdoor music permitted as a part of the event venue. All venue building doors must be closed while music is played inside the venue.
23. Building permits and commercial building code plan approval are required for the proposed remodeling; contact Inspection Services prior to any work for details on the required permits and plan approvals.
24. Washington County shall be consulted regarding compliance with all applicable POWTS sanitary requirements prior to or concurrent with Site Plan submittal.
25. Applicant to obtain all required liquor licenses and/or permits from the state and Village prior to any and all events held on the property.
26. No hard liquor is permitted to be served onsite.
26. A pre-occupancy inspection is required by the Fire Department.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin
on the _____ day of _____, 2021.

Dean Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC, Village Clerk

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)
Personally came before me this _____ day of _____, 2021, the above
named Dean Wolter, Village President, and Deanna B. Braunschweig, Village Clerk, to me
known to be the persons who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

ACCEPTANCE OF TERMS AND CONDITIONS BY OPERATOR

As property owner and business operator, we hereby accept the terms and conditions set forth herein and realize that non-adherence to the terms and conditions as stated herein may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2021

Type or Print Name on this line

Property Owner (Kevin H. Behnke)

STATE OF WISCONSIN) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2021, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

pires: _____

CUP # 01 – 21

Document No.

CONDITIONAL USE PERMIT

Document Title

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

Whereas the Applicant:

**Kevin Behnke, Property Owner, Apple Works Winery LLC
& Behnke Estates**

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

This Conditional Use Permit (CUP#01-21) combines and replaces the two existing CUP documents granted for the property (CUP# 12-02 (recorded at Document # 955448 on 11/1/2002) and CUP# 01-13 (recorded as Document #1328018 on 2/4/2013)), the conditions associated with each, and the requested amendment.

Now, therefore, this permit is issued to the Applicant to permit the operation of a winery, event venue, and enclosed storage of automobiles, recreational vehicles and commercial equipment from the property located at W179 N12536 Fond du Lac Ave in the A-2: Agricultural Zoning District pursuant to Section 17.13 and 17.07(3)(a)2. of the Village Zoning Code.

Name & Return Address:

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

Parcel Identification No:

GTNV 161-976

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

A 10.81-acre parcel being Lot 4 of Certified Survey Map No. 5843 and being a part of the NW ¼ and SW ¼ of the NE ¼ of Section 16, Township 9 North, Range 20 East in the Village of Germantown, Washington County, Wisconsin.

Tax Key No: 161-976

Address: W179 N12536 Fond du Lac Avenue

Pursuant to the following condition(s):

General Conditions and Provisions:

1. This permit authorizes limited uses and activities as set forth in CUP# 12-02 (Storage), CUP# 01-13 (Winery), and the amendment application dated 10/13/20, the additional information submitted on 12/2/2020 (Event Venue), and in the supporting documents made part of the application on file with the Village. As used herein, the following are defined as: a) "Storage" is to include the storage of recreational vehicle, boats, and commercial vehicles and equipment if completely enclosed within Buildings 3 and 4 (as identified on the Site Plan dated 9/18/20); b) "Winery" is to include the manufacturing in Building 3 and retail sales and tasting of wine located in Building 1 (as identified on the

Site Plan dated 9/18/20) and the attached patio; and c) "Event Venue" to include the use of Building 2 (as identified on the Site Plan dated 9/18/20) for the hosting of weddings and other events. Except as may be limited herein, all of the operational characteristics and services as described, as well as any commitments made by the Applicant as set forth in the application, supporting documents, and made during presentations to the Village Plan Commission, Village Board and Village staff are deemed to be conditions of approval.

2. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the permitted conditional use which causes special problems or harmful effects otherwise associated with the use to be no longer ameliorated or eliminated, or where conditions imposed were anticipated to mitigate or eliminate harmful effects associated with the use but are subsequently insufficient to do so, or for similar cause based upon consideration for the public comfort, safety, and welfare, the conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.
3. This Conditional Use Permit shall be transferable to a family member only. In the event there is a change in the owner/operator of the winery, event venue, or storage operation outside the family, this CUP shall become null and void. A new CUP shall be required in order for a new owner/operator to commence operation of a winery, event venue and/or storage operation from this property.
4. In the event the Village receives complaints regarding noise, activities or other negative impacts on surrounding neighborhood and properties, the Owner/Operator shall work cooperatively with the Village to mitigate and resolve the issue.
5. Site improvements, buildings, signage, exterior lighting and any other improvements on the property that are necessary for the land uses and activities authorized under this CUP shall be reviewed and approved by the Village through the Zoning Permit or Site Plan application process as determined by the Village Zoning Administrator. If required, Site Plan review and approval will include Plan Commission review and approval.
6. All signage, temporary and permanent, requires a permit; contact Planning & Zoning Services for details.
7. Applicant to obtain all required liquor licenses and/or permits from the State and Village.
8. There shall be no licensing for the sale or dispensing of hard liquor on site for business purposes. In the event the property owner would like to apply for additional liquor licensing (i.e. hard liquor license), an amendment to this Conditional Use Permit is required to be approved by the Village Plan Commission and Village Board prior to the issuance of said permit.
9. The property owner shall record a deed restriction for the subject property that limits access from STH145 to the existing driveway only and prohibits any new or additional access driveways unless approved by the WisDOT and Village of Germantown. Said deed restriction shall be recorded prior to or concurrent with Village approval of the Site Plan for the event venue project or six (6) months after the date of recording of this CUP, whichever comes first.
10. Not including service staff, the maximum property capacity shall not exceed 200 persons at any one time.

Storage Specific Conditions:

11. Allowable uses are limited to the enclosed storage of automobiles, recreational vehicles and commercial equipment. No outside storage of vehicles or equipment shall be allowed.
12. The applicant shall have no more than 12,200 square feet of commercial area, which is restricted to a total of two buildings, identified as Building 3 and Building 4 on the Site Plan dated 9/18/20.
13. The applicant shall have the buildings inspected semi-annually by the Village Fire Department, for compliance with fire safety codes.
14. Exit lights are required to be installed above existing exits. A licensed electrician is required to install the lights and an electrical permit is required to be issued by the Village.
15. The hours of operation shall be between 6:00am and 11:00pm.
16. The Conditional Use Permit shall lapse and be void unless the use granted is operational, or substantial construction required to implement such use has been commenced within one year of issuance of such permit.

Winery Specific Conditions:

17. Operational hours are permitted to be 10:00 am to 9:00 pm Sunday through Saturday.
18. Outdoor music on the winery patio shall be permitted between 12:00pm and 6:00pm only on Sunday through Thursday, and from 12:00pm and 8:30 on Friday and Saturday.
19. Building permits and state-approved plans may be required for the proposed remodeling; contact Inspection Services prior to any work for details on the required permits and plan approvals.

Event Venue Specific Conditions:

20. The hours of operation shall be between 6:00am and 9:00pm Sunday through Thursday, and between 6:00am and 11:00pm on Fridays and Saturdays. Clean-up may take place between 11:00pm and midnight on Friday and Saturdays.
21. Not including service staff, the maximum capacity of the event venue shall not exceed 150 guests.
22. There shall be no outdoor music permitted as a part of the event venue. All venue building doors must be closed while music is played inside the venue.
23. Building permits and commercial building code plan approval are required for the proposed remodeling; contact Inspection Services prior to any work for details on the required permits and plan approvals.
24. Washington County shall be consulted regarding compliance with all applicable POWTS sanitary requirements prior to or concurrent with Site Plan submittal.
25. Applicant to obtain all required liquor licenses and/or permits from the state and Village prior to any and all events held on the property.
26. A pre-occupancy inspection is required by the Fire Department.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin
on the _____ day of _____, 2021.

Dean Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC, Village Clerk

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)
Personally came before me this _____ day of _____, 2021, the above
named Dean Wolter, Village President, and Deanna B. Braunschweig, Village Clerk, to me
known to be the persons who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

ACCEPTANCE OF TERMS AND CONDITIONS BY OPERATOR

As property owner and business operator, we hereby accept the terms and conditions set forth herein and realize that non-adherence to the terms and conditions as stated herein may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2021

Type or Print Name on this line

Property Owner (Kevin H. Behnke)

STATE OF WISCONSIN) SS
_____ COUNTY)

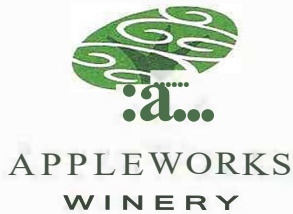
Personally came before me this ____ day of _____, 2021, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

pires: _____



W179 N12536
FOND DU LAC AVENUE
GERMANTOWN, WI
53022
PH# 262 677-1000
APPLEWORKSWINERY.COM

Emily Zandt
Community Development Department
Village Planner & Zoning Administrator
N112 W17001 Mequon Road
P.O. Box 337
Germantown, Wisconsin 53022

January 3, 2021

Re: Supplemental information regarding the Village Board Meeting on January 4, 2021

I will make every attempt to respond to the concerns of a few neighbors next to the property. Since many of the concerns are completely beyond my control, it's difficult to entertain them.

Concerns beyond my Control

Property Taxes, in all reality, have nothing to do with my proposed request to add the Event Space to our current CUP which was approved in 2013.

Cars driving down their private driveway, which I assume in most cases are people just being curious or just lost, is not caused by the Winery. That being said I have attached a few photos of some signage that could be installed on the edge of the Winery property (Winery) and a sign (Private Drive) that could be placed on the landscape Easement. (Exhibit #1)

Driveway Sealing on Apple Blossom lane has nothing to do with my proposed request to add the Event Space to our current CUP which was approved in 2013. If the three neighbors have some concerns with this, it should have been brought to my attention before they purchased the lots in the development based on their 30 days inspection contingency in the property purchase agreement.

Apple Works/ Germantown Orchard and Apple Works Winery History

The property has been Agricultural Zoned property since 1985 when it was started in 1985 By Dr. Johnson and was given an additional CUP use in 2002 when I purchased the property. In short, it's been an agricultural/ retail/ commercial mixed use for 35 years so when neighbors purchased next to the property it was pretty clear that they did not do any kind of due diligence regarding the property being Zoned AG-2.

1. Randy Stanossek * Purchased in 2006 * W177 N12601 De la Ct* Distance from Tasting Room Approx 1,206 FT

2. Charlie Reyna * Purchased in 2019 * W177 N12607 De La Ct * Distance from Tasting Room Approx 1,241 FT
3. Gary Schwind* Purchased 2011 * W177 N12586 Apple Blossom Lane* Distance from Tasting Room Approx 1,064 FT
4. Richard Will* Purchased lot in 2005 built home in 2008 * W177 N12604 Apple Blossom Lane* Distance from Tasting Room Approx 892 FT
5. Samuel Kruschel * Purchased in 2019 * W177 N12581 Apple Blossom Lane* Distance from Tasting Room Approx 578 FT

Please see attached Washington County Aerial View Maps with distances printed from the Washington County Web Site for distance from venue comparisons for the following business.

1. Bubs Irish Pub * N116 W16218 Main Street
2. Von Rothenburg Bier Stube * N116 W15863 Main Street
3. Barley Pop Pub* N116 W16137 Main Street
4. Precinct Tap & Table* W161 N11629 Church Street
5. Das Barrel Room* W201 N10466 Appleton Ave
6. Black Stone Creek Pub * N112 W7300 Mequon Road
7. Sports Corner* W187 N12793 Fond Du Lac Ave
8. Dheinsville Settlement* N128 W18780 Holly Hill Road
9. Apple Works Winery* W179 N12536 Fond Du Lac Ave

Amplified Music Inside and Outside Businesses

The following list of businesses have **Inside** and **Outdoor Amplified Music**, many of which have full Bands. To my knowledge, they play when they want to with little to no restrictions in regards to days or hours of operation. They also have Full Liquor Licenses.

1. Bubs Irish Pub * Amplified Inside Only * Night/ Bands
2. Von Rothenburg Bier Stube * Amplified Outside * Afternoon/ Night/ Bands
3. Barley Pop Pub * Amplified Inside and Outside * Afternoon / Night/ Bands
4. **Stix** Golf Bar* Amplified Inside * Night/ Bands
5. Das Barrel Room * Amplified Inside and Outside * Afternoon/ Night/ Bands
6. Black Stone Creek Pub * Amplified Inside and Outside * Afternoon / Night/ Bands
7. Mama Mias* Amplified Outside* Afternoon* Night/ Bands
8. Dheinsville Settlement * Amplified Outside/ Afternoon * Night/ Bands
9. Old Germantown * Amplified Inside

To my knowledge, none of the above establishments have done anything regarding sound mitigation.

10. Apple Works Winery* we checked our history in regards to live music from 2017 - 2021 which has been limited to a Solo Acoustical Musician.

Break Down since we started live music

Thirteen times on Friday night until 8:00- 8:30 pm/ Inside/2017-2020

Three times on Friday night until 8:00 - 8:30 pm/ Outside/ 2019 -2020

Nine times on Saturday from 2:00- 5:00 pm / Outside / 2020 / Covid

Music was played from 2:00 - 5:00 pm on a Saturday/ Inside/ 2017-2019

Twice we had a violinist play with a solo musician.

I have attached a few photos of music being performed at other establishments and get the feeling of a double standard in regards to music being performed. I get the impression that if the music is being performed in close proximity to Senior Living, Apartments, Rental Property or Condos, the sky is the limit.

Neighbor Concerns Entertained

Noise, additional people, traffic, music, alcohol, days of operation, increase foliage, trespassing, living on the property, new big red building

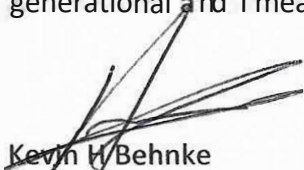
1. I have contacted Riedel & Associates to evaluate the Winery noise concerns.
Please see attached documentation.
2. The current Winery is Licensed for 50 people. The New space would be for 150 people, plus staff.
3. Please find attached the Wisconsin DOT Traffic Count Short term report
Note: traffic count has not changed in 16 years and two of the readings, the Winery was in operation. The readings had been taken near the Apple Blossom Lane driveway.
4. Music at the Winery (Indoor or outdoor weather permitting)
12:00 - 8:00 pm
5. Music at the proposed event space (will be completely indoors with doors closed)
The state of the art HAVC System will have Hepa and UV-C filtration systems
Sound mitigation construction in the banquet area.
6. We currently have Wine and Fermented /Beer Licenses.
We are also currently licensed with the TTB and State of Wisconsin to make wine.
In all reality, adding Hard Alcohol should be at our option.

7. I had already approached Mr. Kruschel before the December 14, 2020 meeting about removing some dead trees and replanting them. This was before Mrs. Kruschel's comments at the January 4th meeting. She must have forgotten.
8. I only have control of people at the Winery. I do not have control of other neighbors. Since we opened in 2016, I do not know of anyone that has ventured off my property from the Winery.
I have already advised that I intend to install two gates to help reduce the possibility.
9. At my age I have no intention of not living on the property (health permitting). If anything, I would want to build a home in the North / West corner which would be closer than that of the Kruschel residence to the Winery. I have pride in this property, and I think it was completely insulting that I was going to move off the property.
10. I had a CUP from 2003 that allowed me to build a fourth building on the property and I should not have to ask permission from a neighbor to build something on my property if it's allowed.

We must remember that a Winery operation is a destination type business that brings in customers that will help support other businesses in the community. It's a win for everyone.

It's not a bar and over the last four and half years we have proven that without question.

I said in 2013 when the Village approved the Winery that these types of operations are generational and I meant every word. It's a substantial investment in time and money.



Kevin H. Behnke
Apple Works Winery
226-677-1000



TCMap



1/8/2021, 11:51:38AM

Traffic Count Sites - Continuous Traffic Count Sites - Short Duration

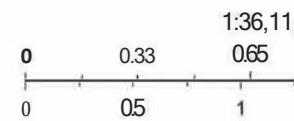
■ > 49,999 - 99,999

○ 0 - 999

● > 999 - 9,999

○ > 9,999 - 49,999

○ > 49,999-99,999



County of Washington, Esri, HERE, USGS

Legend

Traffic Count Sites - Continuous

Current AADT

- > 149,999-999,999
- > 99,999-149,999
- > 49,999 - 99,999
- > 9,999-49,999
- > 999-9,999
- 0-999

Traffic Count Sites - Short Duration

Current AADT

- > 149,999-999,999
- > 99,999-149,999
- > 49,999 - 99,999
- > 9,999-49,999
- > 999-9,999
- 0-999

Legend

Traffic Count Sites - Continuous

Current AADT

- > 149,999-999,999
- > 99,999-149,999
- > 49,999-99,999
- > 9,999-49,999
- > 999-9,999
- 0-999

Traffic Count Sites - Short Duration

Current AADT

- > 149,999-999,999
- > 99,999-149,999
- > 49,999 - 99,999
- > 9,999-49,999
- > 999-9,999
- 0-999

Find address or place

101

AADT

Related records:

07/30/2019: 2,900 (Final)
 06/06/2016: 3,100 (Final)
 05/29/2013: 2,900 (Final)
 05/25/2010: 3,000 (Final)
 07/16/2007: 3,000 (Final)
 06/08/2004: 3,100 (Final)

Find address or place

101

Site:660104

Site Type: Short Duration Class

AADT: 2,900 (Final)

AADT Date: 7/30/2019

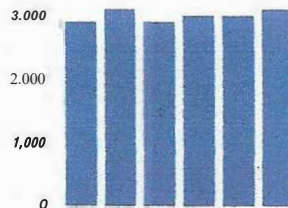
County: Washington

Location: STH 145 N OF W LOVERS LANE RD GERMANTOWN - HPMS

[Site View](#) Lat.Long: 43.24,-88.13

AADT History

Most recent on left. Hover over bar to show date and AADT.

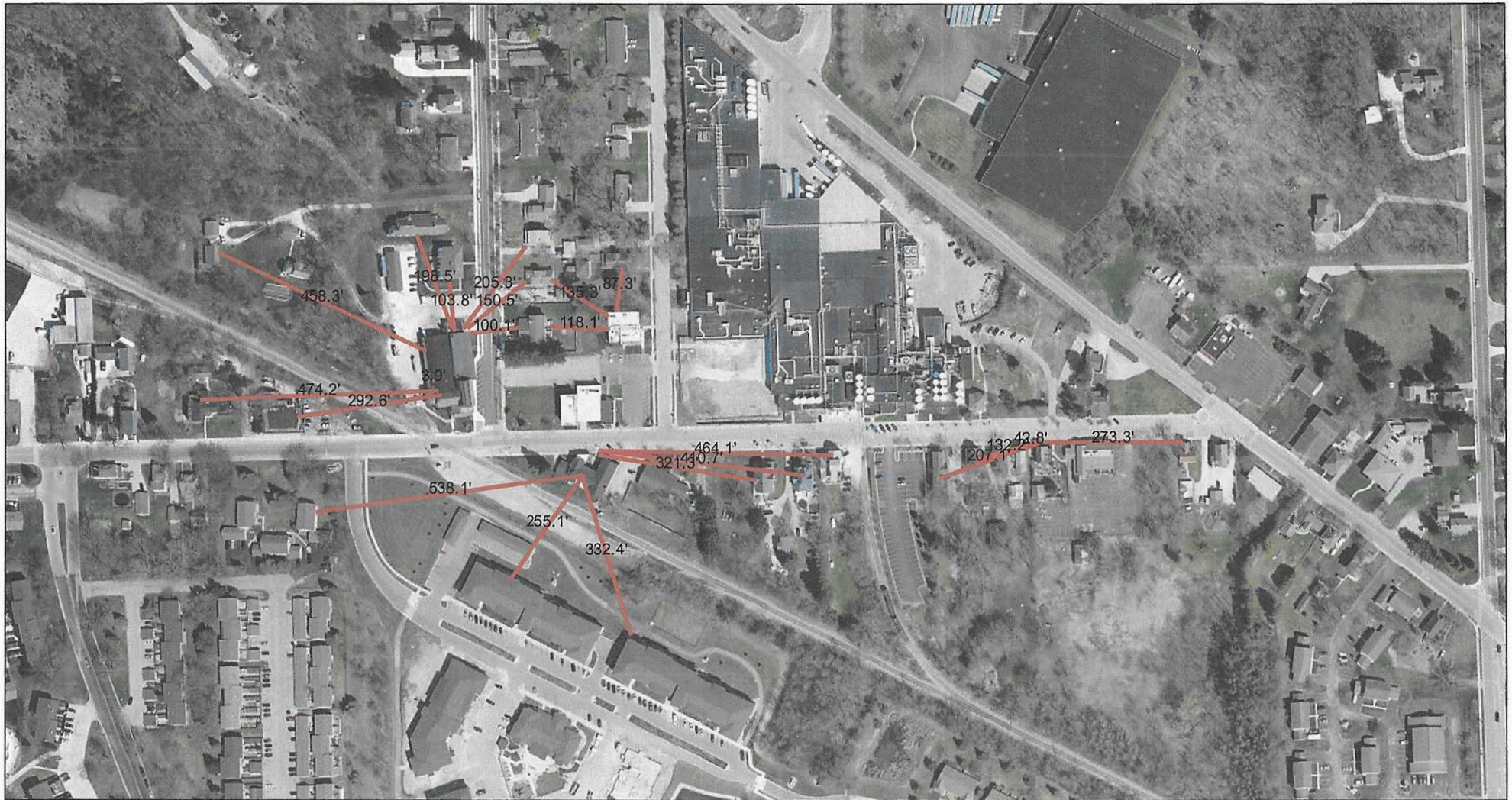


Related tables:

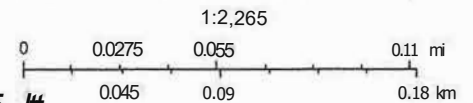
AADT

[Zoom to](#)

Washington County, Wisconsin



1/18/2021, 11:15:20AM



*Bubs Irish Pub | N116 W16218 Main Street | Residential Distances | 100 Ft * 103 Ft * 150 Ft * 198 Ft * 205 Jtt*

*Von Rothenburg Bier Stube | N116 W15863 Main St | Residential Distances | 42 Ft 8 132 Ft * 207 Ft * 273 Ft*

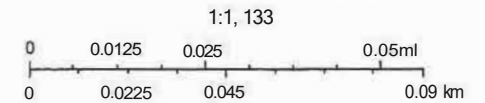
*Barley Pop Pub | N116 W16137 Main Street | Residential Distances | 255 Ft * 321 Ft * 332 Ft * 410 Ft * 464 Ft*

*Precinct Tap & Table | W161 N 11629 Church Street | Residential Distances | 87 Ft * 113 Ft * 118 Ft*

Washington County, Wisconsin



1/18/2021, 11:32:07 AM

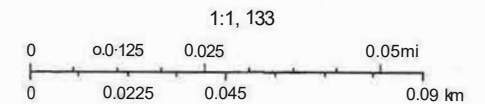


*Das Barrel Room | W201 N10466 Appleton Ave | Residential Home Distances / 97 Ft * 233 Ft * 263 Ft * 372 Ft * 375 Ft*

Washington County, Wisconsin

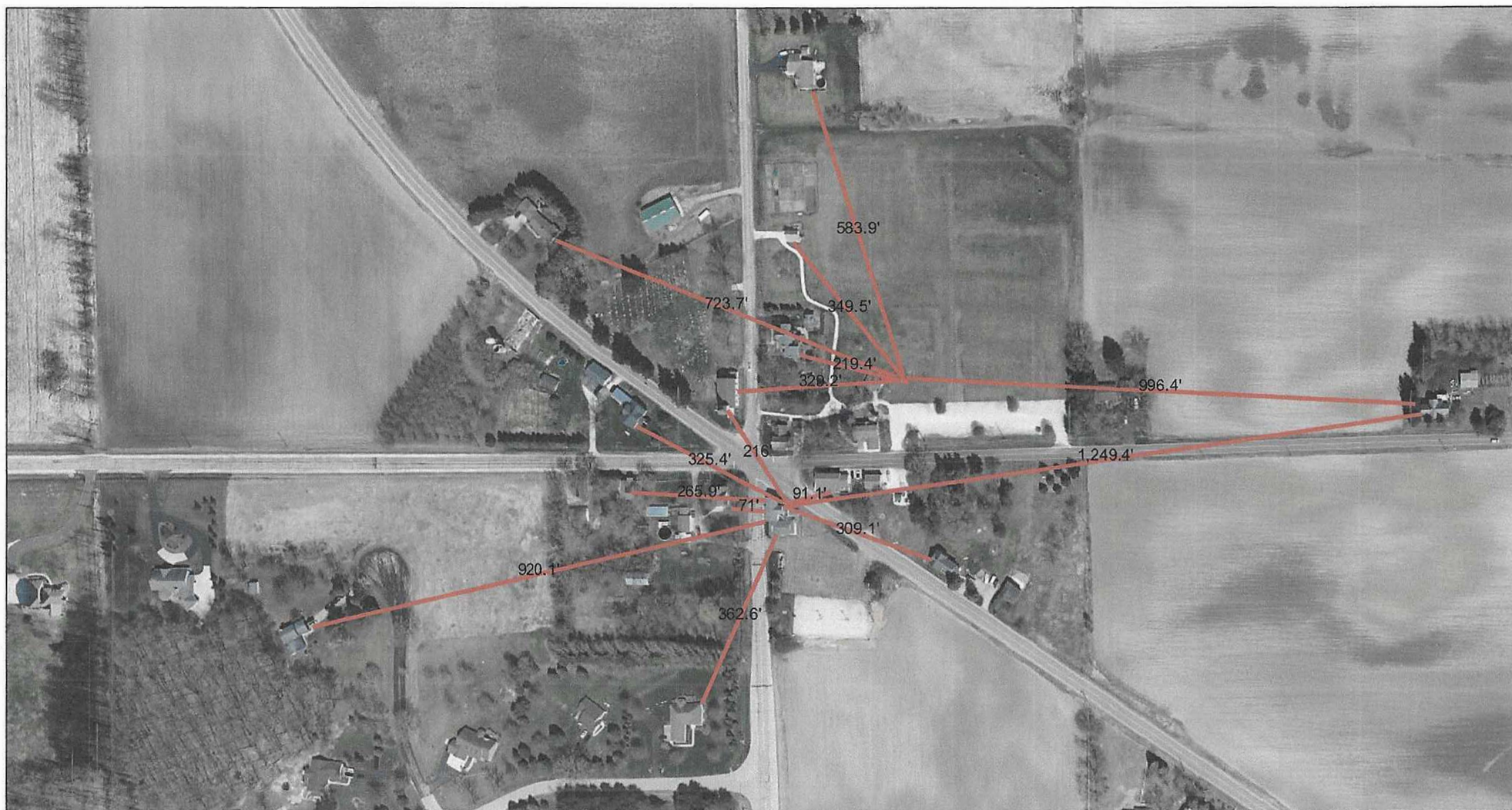


1/18/2021, 11:39:10 AM

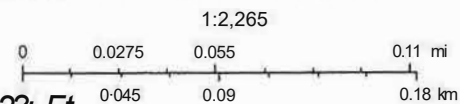


Blackstone Creek Pub | N112 W7300 Mequon Rd | Residential Distances | 341 Ft 448 Ft* 517 Ft* 610 Ft*

Washington County, Wisconsin



1/18/2021, 11:48:26 AM



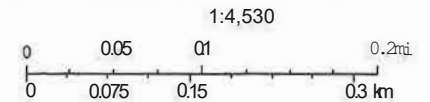
*Sports Corner | W187 N12 793 Fond Du Lac Ave | Residential Distances | 71 Ft * 91 Ft * 216 Ft * 265 Ft * 322.7 Ft*

*Dheinsville Settlement | N128 N18780 Holly Hill Road | Residential Distances | 219 Ft * 326 Ft * 349 Ft * 583 Ft * 723 Ft*

Washington County, Wisconsin



1/18/2021, 10:56:57 AM



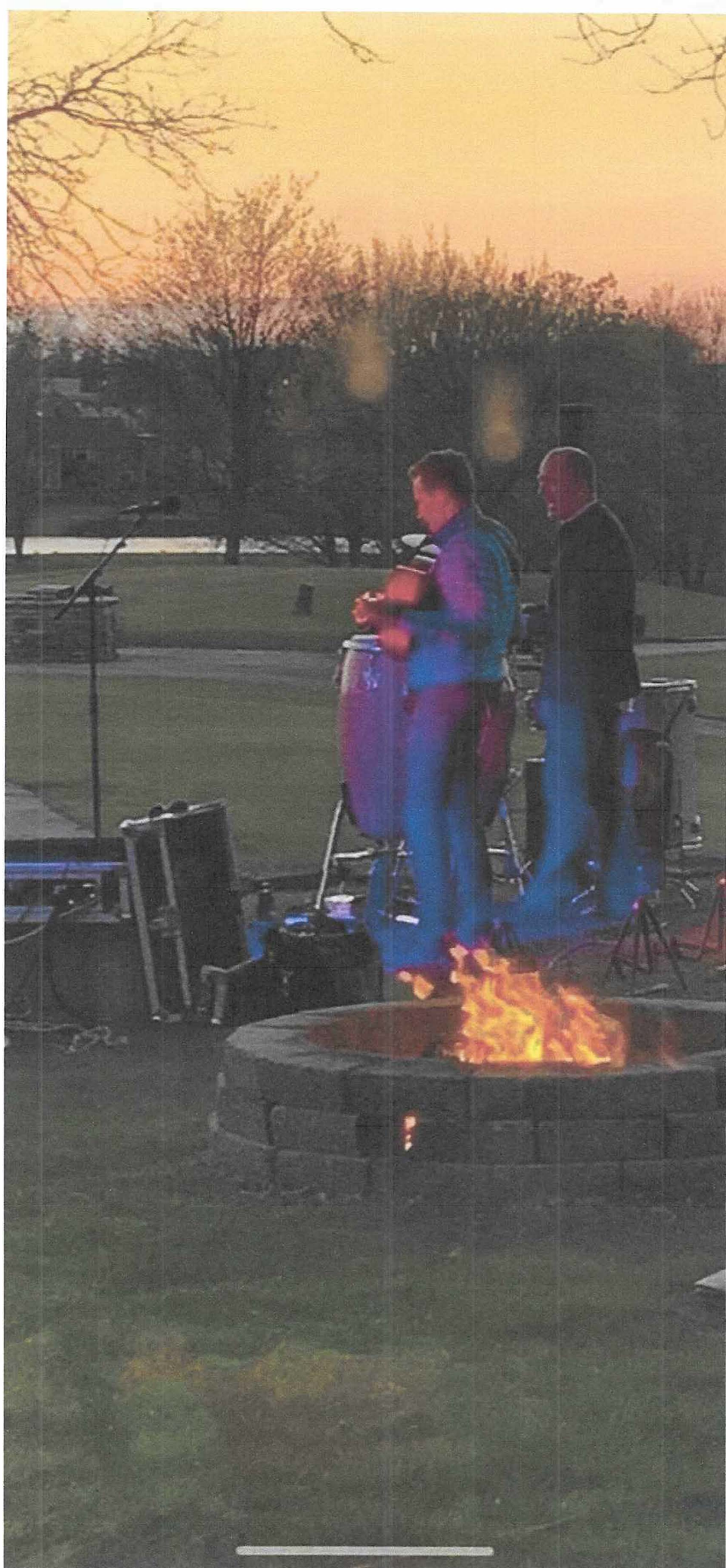
Apple Works Winery IW179 N1 2 53 6 Fond Du Lac Ave I Residential I Distances 1578 Ft* 892 Ft* 1,064 Ft* 1208 Ft* 1,241 Ft











MEMORANDUM

February 3, 2021

Mr. Kevin Behnke
Apple Works Winery
W179N12536 W Fond Du Lac Ave
Germantown, WI 53202

Mr. Behnke,

The following study is to categorize and document and provide explanations to address the sound conditions presented in the specified areas of concern as requested on Feb 1st, 2021.

I. Project Goals

- a) Provide basic outline of acceptable sound levels per the type of developed environment or district.
- b) Provide basic outline of sound and instrument types per the venue's use classification.
- c) Provide guidelines for indoor and outdoor sound system use and best practices for operation.
- d) Evaluate the effect of the sound system installed in the existing tasting room on exterior noise conditions along the adjoining property line as it relates to neighboring structures
- e Evaluate the potential effect of the proposed event space on background noise conditions along the adjoining property line as it relates to neighboring structures

II. Analysis

Sound levels are typically documents with a sound level meter that measures the existing sound pressure level with an A weighting in third octave bands. When disputes arise between adjacent properties these measurements are made in accordance with a municipal code ordinance, or in the absence of such documentation are typically made at the nearest lot line of the premises from which the noise complaint is received relative to the neighboring structures and is made at a height of at least 3'-0" above the ground and at least 3'-0" away from any barriers or structures. The Apple Works Winery is located in what would be considered a rural district, and typically these districts have a corresponding acceptable overall sound pressure level of 55dB[a] during day time hours and 45 dB[a] during night time hours (typically 10 p.m. to 7:00 a.m.). Alternatively, it is typically permissible for sound sources to be within 5 dB[a] of the existing ambient sound pressure level at the same property line.

Sound pressure levels from live (or recorded) music events can be widely varying and impulsive in nature. This scenario is unlike most common noise sources as it is neither a steady state sound source of constant sound pressure level, nor is it a moving line source (like traffic) that increases in sound pressure level as it travels closer to the receiver position. To best document the be and flow of music, described as expression of emotions that fills time via a combination of frequencies and intensities, time must be included as a critical factor of consideration. Also, one must take into account the instruments, their number, and the style of playing to be able to accurately describe an event. For example, a full horn section has much more power than one or two individual instruments, and the same instruments are played with different intensities as in blues, smooth jazz, or rock music. A drum kit is not as simple as it seems; there are a wide variety of combinations of kits that produce varying tones and can be played with anything from muting soft brushes, to full out constant pounding depending on the musical genre.

Wineries, in general, tend to cater to a more upscale and relaxed atmosphere for enjoyment of the subtleties of their products and thereby usually employ music to enhance that ambience. The music types and instrumentation typically associated with these venues include soft rock, adult contemporary, pop, jazz, R&B, and classical music. These are typically performed by recorded sound system or soloist/small ensemble of vocalists and/or low impact acoustic instruments (piano, strings, woodwinds, etc.) sometimes amplified by studio amplifiers or other small public address type systems. These are not sizeable music venues that have the propensity to distribute sound across high capacity crowds or large groups of people

III. General Acoustic Guidelines for indoor/outdoor live music or interior/exterior sound system operation.

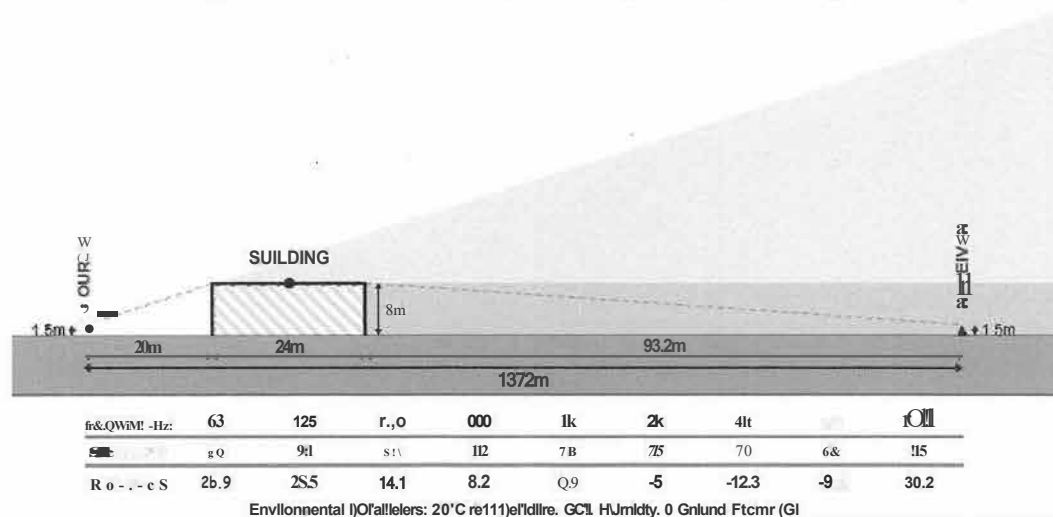
- a) Exterior Sound system or live music should operate only within allowable hours, per the parameters of business hours of operation. Typically live music should end 1 hour before close of business.
- b) Interior sound system noise levels should follow the commercial audio chart below per the appropriate function/environment. Maximum sound pressure levels should not exceed 74dB with wattage tap 2 for a restaurant style space. Sound system installer should provide programmed limits into system controls to ensure this 74 dB requirement cannot be defeated. Consult your sound system installer for specific installation requirements.

Table I. J Commercial audio overview

Noise Level	Decibel	Environment	Wattage Tap*
Medium	Soft 18-74, 1B	Restaurant	2
		Warehouse	2-10
		Hospital	2-5
		Supermarket	25
High	Full 18-111	Bar	5-20
		Freight	7 ft. 4m
		Assembly Line	15-50

*taps vary depending on ceiling height and ambient noise

- c) Live music levels (interior or exterior) should not exceed 95dB[a] at the control desk location, usually centrally located near the rear of the space.
- d) Recommended exterior speakers or portable public address systems be aimed away from neighboring building/structures or nearby reflecting surfaces.
- e) Exterior Loudspeakers or portable public address systems should be mounted and aimed in a manner that allows no direct sound to radiate to neighboring structures. Enough distance should be maintained away from the existing structures or solid walls when mounting so that speaker beam width (in frequency range applicable, lower frequencies may be omni-directional) should not intersect with elements that may aid in sound reflections propagating towards neighboring structures.
- f) Large format loudspeakers that are hung from the ceiling should be isolated to prevent vibration transfer through structural elements.
 - i) Hung speakers must include a resilient isolation hanger to decouple cabinet from structure. Consult manufacturer for proper spring rate by providing approximate speaker cabinet weight and mounting points.
- g) Soft and/or sound absorbing surfaces/ natural evergreen plantings can be used as decor along the venue perimeter and running the length of the property line to aid in the reduction of sound reflections.
 - i) Existing buildings on the site may be used as a barrier to block sound from reaching neighboring structures/properties. A sample diagram is shown below showing a theoretical exterior sound source at the 95dB typical maximum sound pressure level adjacent to the existing tasting room building and describes how sound would travel in relation to the existing buildings on the Apple Works property. Resulting noise at the nearest property line location of approx 450ft (~30dB[a]) lies well below existing background noise levels (full results included later in report) meaning that the resultant sound heard at the receiver position will be indistinguishable from other background noise sources and blend into or be covered by existing ambient noise from surrounding traffic, wildlife, activities, etc.



IV. Existing Conditions Analysis

Sound pressure levels were documented during daytime hours along the nearest property line of the Apple Works Winery to a neighboring structure [ROI] (~450'-0") as continuous equivalent sound pressure levels A-weighted (LAeq) with the existing sound system in the tasting room [SO 1] playing music typical of the establishment's target audience at maximum volume (82dB[a]) as well as background ambient noise levels for comparison with the sound system both ON and OFF and ranged from (34dB[a] - 42dB[a]). **Music was not audible at property line during test**, due to both distance from source and multiple barriers between source and receiver. Notable noise sources that significantly contributed to ambient sound pressure levels between 500 Hz and 1000 Hz was caused by shoveling snow nearby and is documented on the attached RTA report.



Figure 4.1 Distance and Barrier Diagram

Client: Appleworks Winery - Germantown, WI
Object: Exterior Noise transfer study
Description: Exterior Noise conditions LAeq documented with sample music selection playing in tasting room at max volume. Reference Typical exterior noise level standards for rural area **55 dB(a) Day/ 45 dB(a) night**. **NOTE:** Music was not audible at property line during test. Notable increase in sound pressure level was caused by shoveling snow nearby.

Date of test: 02.01.2021 12p-lp

Temp (F): 33 °

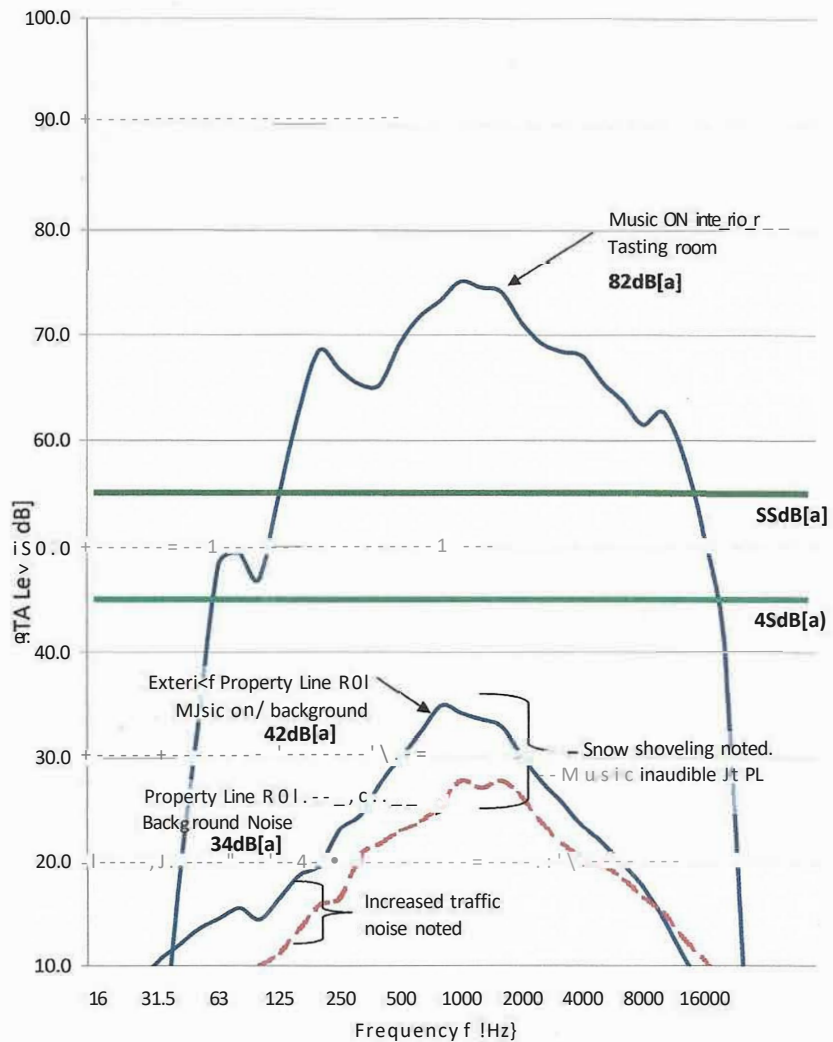
Humidity: 64 %

ROI/SOI

LAeq 82.94 42.20 dB

Receiver Tasting Prop Line

Frequency f [Hz]	RTA Third-Octave Band [dB]	
12.5	-14.9	-2.9
16	-9.3	0.9
20	-8.2	5.0
25	-1.3	8.1
31.5	17.4	10.4
40	33.4	11.9
50	48.3	13.5
63	49.4	14.5
80	46.9	15.5
100	54.7	14.4
125	62.8	16.4
160	68.5	18.6
200	66.7	19.6
250	65.3	23.0
315	65.3	24.4
400	69.2	27.5
500	71.8	30.0
630	73.3	32.4
800	75.1	34.9
1000	74.5	34.2
1250	74.1	33.6
1600	71.2	32.9
2000	69.2	30.1
2500	68.4	27.6
3150	68.0	25.6
4000	65.5	23.3
5000	63.7	21.6
6300	61.5	19.6
8000	62.7	17.4
10000	58.7	14.4
12500	51.2	10.8
16000	40.9	7.7
20000	6.6	5.4



No. of test report: RTA0001

Name: Craig Schaefer

Date: 2/3/2021

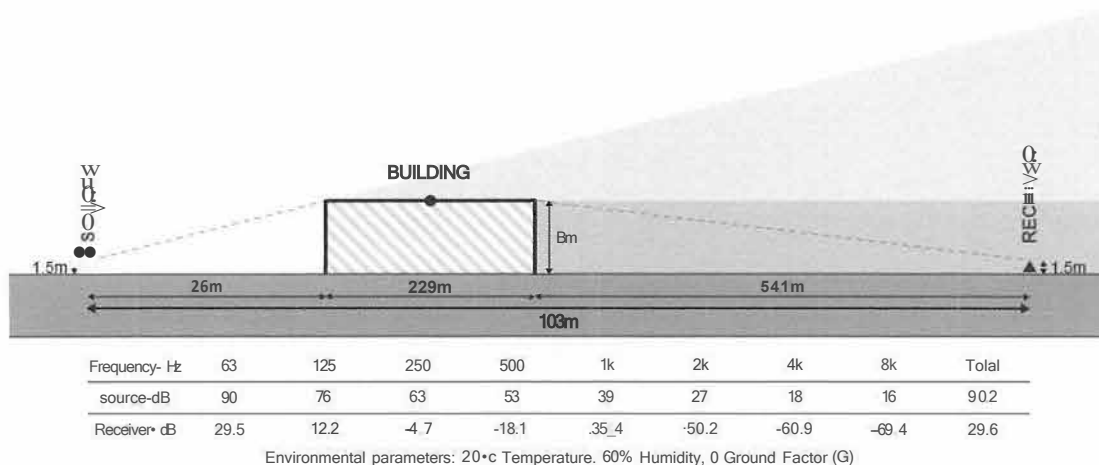
Signature:

Craig Schaefer

Per the project goals we have analyzed the proposed event space construction typical of walls that face potentially sound sensitive neighboring structures for their respective OITC (Outdoor Indoor Transmission Class) ratings, which can be found in the attached data sheets. While results may vary depending on the reference source and exact products used, we find the following:

To determine the performance of your current partitions we use a general number classification; the Outdoor Indoor Transmission Class (OITC), a measurement of the amount of airborne sound passing through a particular exterior wall partition that accounts for additional low frequency noise specific to sounds such as vehicle and road noise, not included in other measurements. Please note that measurements taken in the field (f-OITC) in an uncontrolled free field environment are 5 dB lower than measurements done in laboratory conditions. **Note that the noise source's actual sound pressure level at the building envelope is dependent on the distance of the noise source from the facade as well as nearby reflecting surfaces.**

Given the proposed wall constructions for the event space as gathered from the state submitted plans we can estimate that the east wall facing in the direction of the sound sensitive neighboring structures achieves an OITC rating of **OITC 41**. Estimating as before in conjunction with the surrounding barrier buildings we can assume that the below diagram represents the sound levels perceived at the nearest property line of the Apple Works Winery to a neighboring structure [R.01] from figure 4.1, this time at a distance of ~340ft. As with the existing measured data previously stated in the report, resulting noise at the nearest property line location of approx 340ft (~30dB[a]) lies well below existing background noise levels meaning that the resultant sound heard at the receiver position will be indistinguishable from other background noise sources and blend into or be covered by existing ambient noise from surrounding traffic, wildlife, activities, etc.



Sound Insulation Prediction (v8.0.12)

Program copyright Marshall Day Acoustics 2015

Scott R. Riedel & Associates, Ltd. - Key No. 4806

Margin of error is generally within STC +/- 3 dB

Job Name: App Works Winery

Job No.:

Page No.:

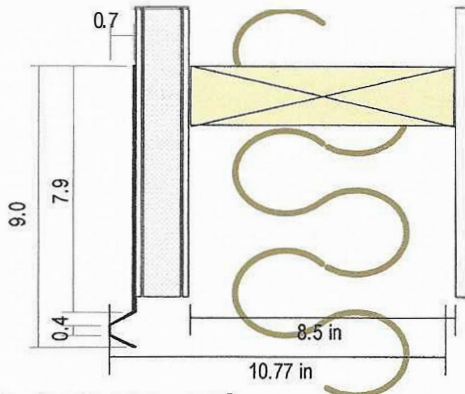
Date: 4 Feb 21

Initials: CS

File Name: Event space wall proposed.ix!

Notes:

Wall partition as existing/proposed
from State approved drawings



STC 54

OITC 41

System description

Panel 1: 1 x 0.02 in Steel Roofing (Imperial Rib)

+ 1 x 1.75 in DensDeck RoofBoard-Polyiso-DensDeck RoofBoard

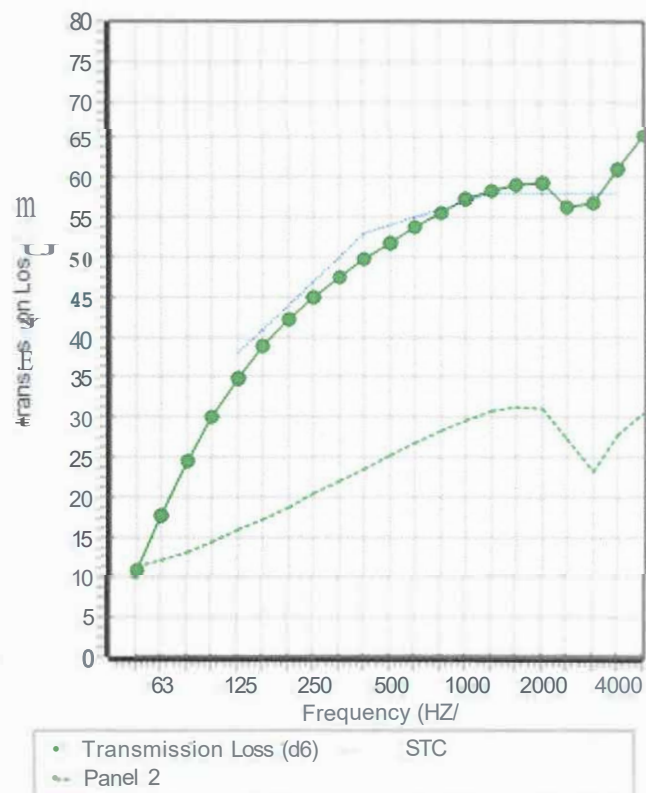
Cavity: Timber stud: Stud spacing 96 in, Infill Fibreglass (10kg/m³) Thickness 5.5 in (p:10 lbs/113, Rt.4000 Pa.s/m²)

Panel 2 + 1 x 0.50 in Type C Gypsum Board (p:48.44 lbs/ft³, E:0.34psi*10⁶, ri:0.01, ps:2.02 lb/ft², fc:2942 Hz)

Mass-air-mass resonant frequency =44 Hz

Panel Size 8.9x13 ft; Mass 6.1 lb/ft²

frequency(Hz)	TL(dB)	TL{dB}
50	11	
63	18	15
80	24	
100	30	
125	35	33
160	39	
200	42	
250	45	44
315	47	
400	50	
500	52	51
630	54	
800	56	
1000	57	57
1250	58	
1600	59	
2000	59	58
2500	56	
3150	57	
4000	61	60
5000	65	

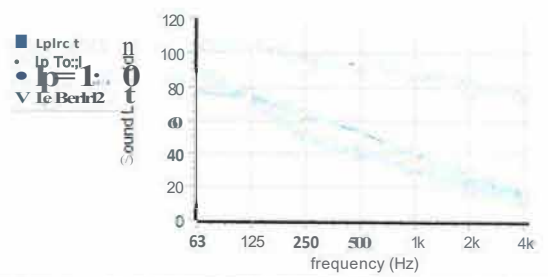


Sound Insulation Prediction (v8.0.12)

According to EN12354/3

Title :Sample Live Music Calculation

Comments:



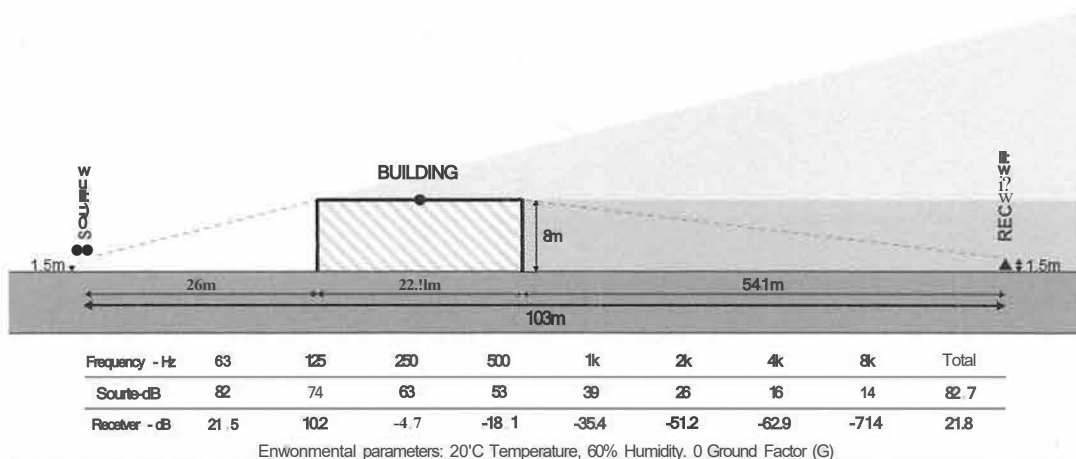
Date: 4 Feb 21

Initials: CS

File Name: Calculation

Octave Band Centre Frequency (Hz)								Overall dBA
Source	63	125	250	500	1k	2k	4k	
Incident sound level (freefield)	1.1E2	1E2	94	93	88	81	77	95
Path								
Bement 1 ,Existing wall STL.	-15	-33	-44	-51	-57	-58	-60	64
Facade Shape Level diff.	0	0	0	0	0	0	0	
Area (+10Log A) [700 ft2]	18	18	18	18	18	18	18	
Element sound level contribution	90	71	49	41	29	20	13	
Bement 2 ,fenestration STL.	-21	-23	-24	-32	-41	-46	-50	60
Facade Shape Level diff.	0	0	0	0	0	0	0	
Area (+10Log A) [145 ft2]	11	11	11	11	11	11	11	
Element sound level contribution	77	74	62	53	39	26	16	
Receiver								
Room volume (-10Log V) [40000 ft3]	-31	-31	-31	-31	-31	-31	-31	66
Reveberation time (s)	1.3	1.2	1.1	1	0.9	0.7	0.5	
RT(+10Log $\frac{1}{1}$	1.1	0.79	0.41	0	-0.46	-1.5	-3	
Equation Constant	11	11	11	11	11	11	11	
Room sound level	90	76	63	53	39	27	18	

The following sample data is shown as a comparison between what has been proposed in the state submitted plans, and materials that may be added to the construction to increase the sound protection of the partition. Increasing the density of materials as well as introducing things such as a limp mass barrier (a mass loaded vinyl) has the potential to significantly increase the performance of the partition. We can estimate from these additions that the east wall facing in the direction of the sound sensitive neighboring structures achieves an OITC rating of **OITC 49**. Estimating as before in conjunction with the surrounding barrier buildings we can assume that the below diagram represents the sound levels perceived at the nearest property line of the Apple Works Winery to a neighboring structure [ROI] from figure 4.1, this time at a distance of ~340ft. As with the existing measured data previously stated in the report, resulting noise at the nearest property line location of approx 340ft (~22dB[a]) lies well below existing background noise levels and is in fact almost 10 dB lower than the resulting levels of the previous proposed construction, meaning that the resultant sound heard at the receiver position is near the threshold of human hearing will impart no noticeable addition to the background noise sources at the specified distance from the source and will be covered by existing ambient noise from surrounding traffic, wildlife, activities, etc.



These aforementioned guidelines are provided to achieve the best possible acoustic result for protection from excessive sound, based on our understanding of your needs at this time. Further design and materials calculations may be necessary to achieve your desired functional goals and may be considered at any time, per your request.

Sincerely,

Craig Schaefer

Craig Schaefer, Lead Acoustical Engineer
Riedel & Associates, Ltd

Sound Insulation Prediction (v8.0.12)

Program copyright Marshall Day Acoustics 2015

Scott R. Riedel & Associates, Ltd. - Key No. 4806

Margin of error is generally within $STC \pm 3$ dB

Job Name: Apple Works Winery

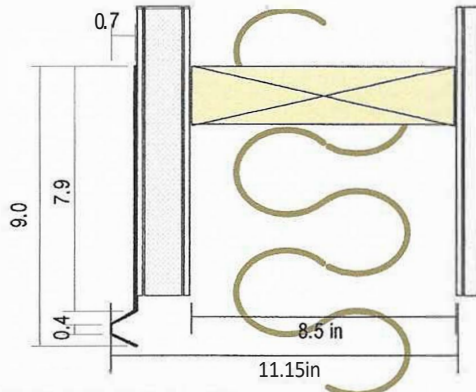
Job No.: Page No.:

Date: 4 Feb 21 Initials: CS

File Name: Event space wall proposed.ixl

Notes:

Wal partition as modified from State approved drawings for increased acoustical performance



STC 60

OITC 49

System description

Panel 1: 1 x 0.02 in Steel Roofing (Imperial Rib)

+ 1 x 1.75 in DensDeck RoofBoard-Poly iso-DensDeck Roof Boa

Cavity: Timber stud: Stud spacing 96 in, Infill Fibreglass (10kg/m3) Thickness 5.5 in (p:10 lbs/113, Rf:4000 Pa.s/m2)

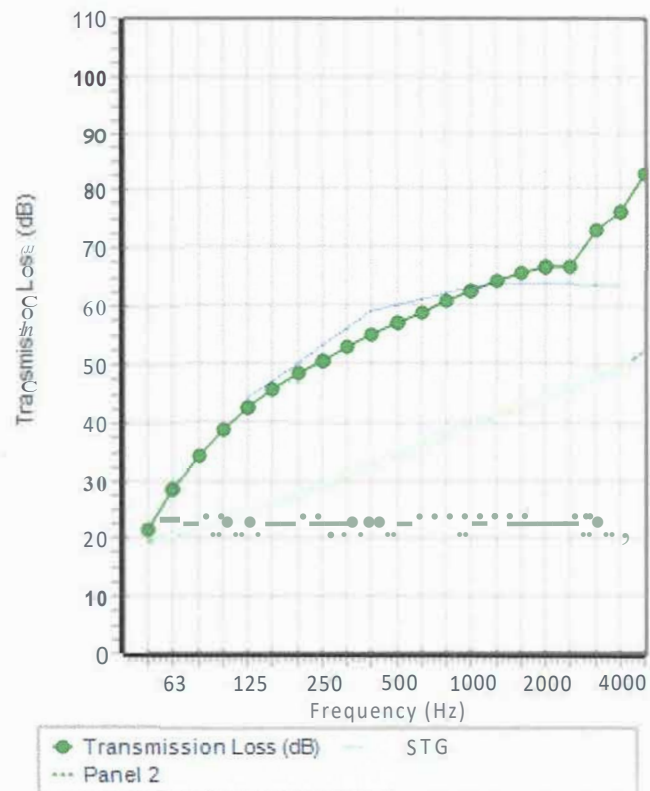
Panel 2 + 1 x 0.25 in Mass loaded vinyl

+ 1 x 0.63 in Type X Gypsum Board

Mass-air-mass resonant frequency =33 Hz

Panel Size 8.9x 13 Mass 9.7 lb/112

frequency (Hz)	TL(dB)	TL(dB)
50	22	
63	29	25
80	34	
100	39	
125	42	41
160	45	
200	48	
250	50	50
315	53	
400	55	
500	57	57
630	59	
800	61	
1000	63	62
1250	64	
1600	66	
2000	67	66
2500	67	
3150	73	
4000	76	76
5000	83	



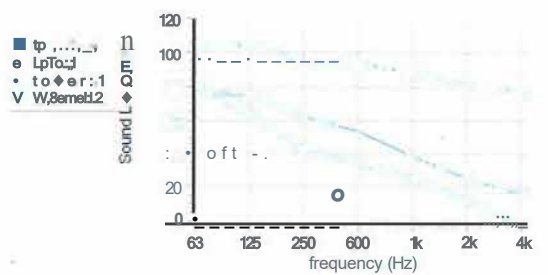
Sound Insulation Prediction (v8.0.12)

According to e-J12354/3

Title :Sample Live Music Calculation

Comments:

Combined with recommended modifications to proposed wall constructions facing sound sensitive neighboring structures.



Date: 4 Feb 21

Initials: CS

File Name: Calculation

Octa◆ Band Centre Frequency (Hz)								Overall dBA
Source	63	125	250	500	1k	2k	4k	
Incident sound level (freefield)	1.1E2	1E2	94	93	88	81	77	95
Path								
Serrent 1 ,Existing wall SIL	-25	-41	-50	-57	-62	-66	-76	55
Facade Shape Level diff.	0	0	0	0	0	0	0	
Area (+10Log A) [700 ft2]	18	18	18	18	18	18	18	
Serrent sound level contribution	80	63	43	35	24	12	-3.1	
Serrent 2 ,fenestration STL	-21	-23	-24	-32	-41	-46	-50	60
Facade Shape Level diff.	0	0	0	0	0	0	0	
Area (+10Log A) [145 ft2]	11	11	11	11	11	11	11	
Serrent sound level contribution	77	74	62	53	39	26	16	
Receiver								
Room volume (-10Log V) [40000 ft3]	-31	-31	-31	-31	-31	-31	-31	61
Reveberation time (s)	1.3	1.2	1.1	1	0.9	0.7	0.5	
RT (+10Log 1)	1.1	0.79	0.41	0	-0.46	-1.5	-3	
Equation Constant	11	11	11	11	11	11	11	
Room sound level	82	74	63	53	39	26	16	



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In addition to architectural acoustical design we also offer A/V design specifications, evaluation, and testing.

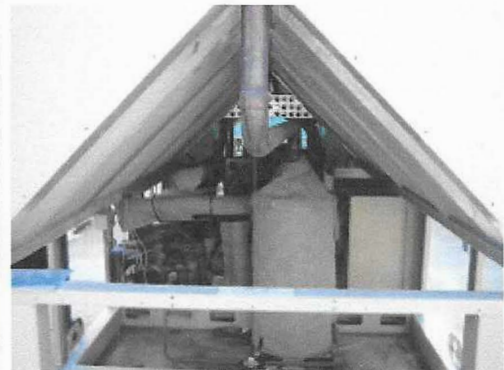
HAINMOTH

Questions?



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- o Noise Control Design - Between Adjoining Spaces
- o Noise Control Design for Technical Systems
- o Sound System Design
- o Video System Design
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 Christ the King Lutheran Church - Palm Coast, FL
 Deer Park Buddhist Center - Oregon, WI
 Evangelical & Reformed United Church of Christ - Waukesha, WI
 First Central Presbyterian - Abilene, TX
 First Congregational UCC - Hartland, WI
 First Congregational UCC Sheboygan, WI
 First Lutheran Church - Duluth, MN
 First Presbyterian - Grand Island, NB
 First Presbyterian Church - Bentonville, AR
 First Presbyterian Church - Birmingham, MI
 First Presbyterian Church - Oxford, MS
 First United Presbyterian - Fayetteville, AK
 Fishers of Men Lutheran Church - Sugarland, TX
 Friedens Lutheran Church - Kenosha, WI
 Geneva United Methodist Church - Geneva, IL
 Gloria Dei Lutheran Church - St Paul, MN
 Good Shepherd Lutheran Church - West Bend, WI
 Grace & Holy Trinity Cathedral - Kansas City, MO
 Grace Lutheran Church - Green Bay, WI
 Grace Evangelical Lutheran Church - Milwaukee, WI
 Harvest Community Church - Oak Creek, WI
 Harvey Browne Memorial Presbyterian - Louisville, KY
 Holy Family Cathedral - Saskatoon, SK, CA
 Hope United Church of Christ - St Louis, MO
 Independent Presbyterian Church - Savannah GA
 Kimball Memorial Lutheran Church - Kannapolis, NC
 Lutheran Church of Our Savior - Dayton, OH
 Lutheran Church of the Good Shepherd - Lancaster, PA
 Lutheran School of Theology - Chicago, IL
 Martin Luther College Chapel - New Ulm, MN
 Michigan Lutheran Seminary - Saginaw, MI
 Moorings Presbyterian Church - Naples, FL
 Mt Pleasant Lutheran Church - Racine, WI
 Our Savior Lutheran Church - Milwaukee, WI
 Our Savior Lutheran Church - Whitefish Bay, WI
 Peace Lutheran Church - Loves Park, IL
 Presbyterian Church of the Covenant - Erie, PA
 Risen Savior Lutheran Church - Bradenton, FL
 Shepherd of the Hills Lutheran - Duluth, MN
 Southern Lakes Evangelical Free Church - Elkhorn, WI
 SS Peter and Paul Catholic Church - Milwaukee, WI
 St Alfred Episcopal Church - Palm Harbor, FL
 St Andrew Chapel - Sanford, FL
 St Andrew Lutheran - Franklin, TN
 St Andrew Lutheran Church - Racine, WI
 St Anthony the Hermit Catholic Church - Menomonee Falls, WI
 St Catherine's Episcopal Church - Temple Terrace, FL
 St Ignatius Catholic Church - San Francisco, CA
 St James Episcopal Church - New York, NY
 St Jerome Catholic Church - Oconomowoc, WI

St John Neumann Catholic Church - Waukesha, WI
 St John the Baptist Catholic Church - Green Bay, WI
 St Luke's Episcopal Church - Dallas, TX
 St Margaret's Episcopal Church - Annapolis MD
 St Marks Lutheran - Marion, IA
 St Michael Episcopal Church - Raleigh, NC
 St Peter Catholic Church - Beaufort, SC
 St Peter Catholic Church - Quincy, IL
 St Rita Catholic Church - Racine, WI
 St Rose of Lima Catholic Church - Haddon Heights, NJ
 St Stephen Catholic Church - Oak Creek, WI
 St. James Episcopal Church - Leesburg VA
 Swarthmore Presbyterian Church - Swarthmore, PA
 Tates Creek Presbyterian Church - Lexington, KY
 The Community Church of Vero Beach - Vero Beach, FL
 Trinity Episcopal Church ♦ Vero Beach, FL
 Trinity Presbyterian Church ♦ Atlanta, GA
 United Church of Livonia - Livonia, NY
 University Presbyterian Church - Rochester Hills, MI
 White Memorial Presbyterian Church - Raleigh, NC
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 Zion Lutheran Church - Pevely, MO
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 Condominium Association - Green Bay, WI
 Horicon Marsh System Advocates - Horicon Marsh, WI
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 City Green Condominiums - Milwaukee, WI
 O'Neill Engineered Systems, Hartland, WI
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 Badger Mutual Insurance Office ♦ Milwaukee, WI
 Bagley Residence - Milwaukee, WI
 Bradley Tech High School - Milwaukee, WI
 Bristle Cone Pines Golf Club - Hartland, WI
 Bucyrus International, Inc. - South Milwaukee, WI
 Canine Country Inn - Colgate, WI
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 Grand Geneva Resort - Lake Geneva, WI
 Grimmer Residence - Madison, WI
 Ironhorse Hotel - Milwaukee, WI
 Jefferson Block Apartments - Milwaukee, WI
 Kohler Company - Kohler, WI
 M&I Bank - Brookfield, WI
 Medical College of Wisconsin - Milwaukee, WI
 Milwaukee Institute of Art and Design ♦ Milwaukee, WI
 Mt. Union College - Alliance, OH
 New Berlin West High School - New Berlin, WI
 Nordco, Inc - Oak Creek, WI
 Offices of Dr Wendy Pietz - Milwaukee, WI
 Oneida Country Club - Green Bay, WI
 PDQ Manufacturing - De Pere, WI
 Quad Graphics ♦ Sussex, WI
 Racine School District ♦ Racine, WI
 Rivermoor Country Club - Waterford, WI
 Strand Associates - Madison, WI
 The John's Island Club - Vero Beach, FL
 The Milwaukee Brewers Baseball Club Office ♦ Milwaukee, WI
 Waisman Center (UW Madison) - Madison, WI
 Walworth County Courthouses - Elkhorn, WI
 Winnebago Mental Health Institute - Winnebago, WI
 Wisconsin Humane Society - Milwaukee, WI

Performance Spaces

3rd Ward Records - St Francis, WI
 Carroll University - Waukesha, WI
 Duluth Depot Foundation - Duluth, MN
 River Valley Middle School - Spring Green, WI
 Schenectady County Public Library - Schenectady, NY

SPIN Nightclub - Chicago, IL
UW Oshkosh Concert Hall - Oshkosh, WI

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PLAN COMMISSION MINUTES
December 14, 2020

CALL TO ORDER: Chairman Wolter called the meeting to order at 6:30 pm.

ROLL CALL: Chairman Dean Wolter, Trustee Rep David Baum, Commissioners Tony Laszewski, Bill Shadid, Matt Kimmler and Peter Nilles were in attendance. Commissioner Bob Williams was absent and excused. Also present were Community Development Director Jeff Retzlaff, Associate Planner Emily Zandt and Planning Assistant Lori Johnson.

PUBLIC INPUT: Terry Tschetter, W147 N10451 Wilson Drive, commented that he did not see a condition in the recommendations for the Kinderberg Estates approval regarding the landscape buffer for the east property line. He wants the specific plan tied into the agreement.

APPROVAL OF MINUTES:

MOTION Baum second Kimmler to Approve the Minutes from 11/9/20 and 11/30/20.

MOTION carried unanimously.

Sundance, Inc., agent for Marshall and Diane Peebles, property owners - N96 W18058 County Line Road. Rezoning and Conditional Use Permit applications and site development and building plans for development of the existing multi-tenant retail building for a new Taco Bell restaurant. Planner Retzlaff summarized the proposal and indicated staff is waiting for the traffic study to be completed as requested. He asked that Plan Commission Table the proposal until the January 11, 2021 meeting.

Chairman Wolter opened the public because it had been advertised and notices were sent to adjoining property owners.

Public Hearing was opened at 6:40 pm.

- Chairman Wolter read a comment received from Shirley Engelmann, W180 N9843 Riversbend Circle W- she is concerned with flooding in the area.
- Chairman Wolter read a comment received from Terry Blosser, W180 N9893 Riversbend Circle W, he does not want the development to encroach onto wetland or the waterway.
- Jan Miller, W151 N10297 Windsong Cir W, was concerned with the wetland and flooding in the area.

Public Hearing was closed at 6:47

MOTION Baum second Kimmler to Table until January 11, 2021.

MOTION carried unanimously.

Kevin H. Behnke, agent for the Apple Works Winery - W179 N12536 Fond du Lac Avenue. Amendment to Conditional Use Permit No. 01-13 to allow an expansion of the existing business to 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 35-50 vehicle parking lot. Associate Planner Zandt summarized the proposal.

Public Hearing opened at 6:57 pm.

- Jim Larsky, W132 N11373 Forest Drive, spoke in support of the Behnke family, and their proposal, encouraged PC to pass the CUP, great business and people.
- Kevin Behnke, W179 N12536 Fond du Lac Avenue, spoke in support of his proposal and asked PC to vote in favor.
- Mary Franz, 4349 Hillside Road, Slinger, owns land west of property, had concerns with amount of roofline where there is non-permeable area causing unusual runoff, noise, lighting issues for the neighbors. Not opposed to the project but has these concerns.
- Jenna Kruschel, W177 N12581 Apple Blossom Lane, concerned with noise, additional people, traffic,

and music.

- Randy Stranossek, W177 N12601 De La Court, concerned with raising a family with alcohol and what can happen, does not support hard liquor or music.
- Kevin Behnke stated he was prepared to move forward with just the wine and beer license he has and will see how it goes without the hard liquor. He is trying to provide a higher venue space. No music will be played outside. He said he never used to play music outside until Gehl's started playing outside then he decided to play outside. The new operation will have music completely inside.
- Richard Will, W177 N12604 Apple Blossom Lane, has concerns with vehicle traffic. He has no complaints with the winery or the music, but a wedding venue music may not be reasonable and could have some negative impact on the neighbors.
- Charlie Reyna, W177 N12607 De La Court, has concerns with alcohol, late night music and traffic.
- Rick Miller, N120 W15241 Freistadt Road, current customer of the Apple Works, great little venue, Kevin will adhere to the rules. Feels it is a nice addition to the winery and nice addition to the community.
- Jan Miller, W151 N10297 Windsong Circle W, spoke in favor of the proposal, enjoys the place, thinks its great a business wants to expand.

Public Hearing closed at 7:22 pm.

MOTION Baum second Nilles to Approve a conditional use permit amendment to CUP#01-13 for the 10.8-acre Apple Works Winery property located at W179 N12536 Fond du Lac Avenue subject to the following conditions:

- 1. This permit authorizes limited uses and activities as set forth in the conditional use permit amendment application dated October 13, 2020, the additional information submitted on 12/2/2020, and in the supporting documents made part of the application on file with the Village. All of the operational characteristics and services as described, as well as any commitments made by the Applicant as set forth in the application, supporting documents, and made during presentations to the Village Plan Commission, Village Board and Village staff are deemed to be conditions of approval.***
- 2. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the permitted conditional uses and activities which cause special problems or harmful effects associated with the permitted uses and activities that were not revealed or anticipated at the time this CUP was granted, or, where conditions imposed by this CUP that were anticipated to mitigate or eliminate harmful effects associated with the uses and activities but are subsequently insufficient to do so, or, for similar cause based upon consideration for the public comfort, safety, and welfare, this conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.***
- 3. In the event the Village receives complaints regarding noise, activities or other negative impacts on surrounding neighborhood and properties, the Owner/Operator shall work cooperatively with the Village to mitigate and resolve the issue.***
- 4. Site improvements, buildings, signage, exterior lighting and any other improvements on the property that are necessary for the land uses and activities authorized under this CUP shall be reviewed and approved by the Village through the Zoning Permit or Site Plan application process as determined by the Village Zoning Administrator. If required, Site Plan review and approval will include Plan Commission review and approval.***
- 5. Building permits and commercial building code plan approval are required for the proposed remodeling; contact Inspection Services prior to any work for details on the required permits and plan approvals.***

- 6. Washington County shall be consulted regarding compliance with all applicable POWTS sanitary requirements prior to or concurrent with Site Plan submittal.**
- 7. Applicant to obtain all required liquor licenses and/or permits from the state and Village prior to any and all events held on the property.**
- 8. All signage, temporary and permanent, requires a permit; contact Planning & Zoning Services for details.**
- 9. A pre-occupancy inspection is required by the Fire Department.**

Discussion followed. Trustee Baum said he had concerns with noise. He has been to small boutique weddings where the room gets stifled and then all the doors are opened and the amplified music escapes. Mr. Behnke agreed that could happen, but he is putting in a HVAC system to prevent that. Trustee Baum added if headlights become a problem, bushes or a berm could be put in. If traffic becomes an issue the Planning Department should be contacted to be addressed. He does not feel there will be a problem with alcohol.

Commissioner Laszewski commented if Mr. Behnke is willing to forgo hard alcohol, who will patrol that and ensure a liquor license does not get approved. Mr. Behnke stated a liquor license is not available and if he wants one he would need to purchase it for \$10,000. He said he only wants beer and wine in the winery. Commissioner Laszewski asked if an amendment should be added that the CUP is only for a Class B liquor license. Mr. Behnke did not want to have that condition in the CUP forever because he needs to compete with other venues. And as time goes on he needs to be able to adapt. Chairman Wolter said he could propose and additional amendment in the future. He asked based on how the CUP is stated, does it allow for any outside music? Mr. Behnke said the existing permit did not allow music outside but he admitted he had started allowing music outside. Associate Planner Zandt said the current CUP states he is responsible for contacting the Planning Department for an applicable temporary permit. Planner Retzlaff said a special permit or a CUP may be required and if Plan Commission desires to prohibit music, it should be added as a special condition so there is no gray area or misunderstanding in the future.

MOTION to Amend Baum second Shadid to add Condition #10 to specify that outdoor non amplified acoustic music is allowable to 9:00 pm.

- Gary Schwind, W177 N12586 Apple Blossom Lane, said he does not want people singing and dancing till 9 at night. This is a concern, this is a secluded area, not a bar, park or a wedding venue, also shocked by the new big red building.

MOTION to Amend failed 4-2 (Wolter/Shadid).

MOTION to Amend Baum second Laszewski that the hard liquor license aspect of this CUP be limited to the existing wine and beer license at this time.

MOTION to Amend carried 6-1 (Kimmmler).

MOTION to Approve as Amended carried unanimously.

Keller Inc., Agent for Ashbury Woods Condo Association, property owners - Division Road and Ashbury Lane. The property manager is seeking approval of an amendment to Conditional Use Permit #4-87 and site development plans for the modifications and renovation of the common recreational area on the 24.2-acre residential development. Planner Retzlaff summarized the proposal.

Public Hearing opened at 7:53pm.

- Chairman Wolter read comments from Casey Lalko, W167 N11057 Western Avenue, into the record. Mr. Lalko is concerned with neglected maintenance, possible parking, security, and wetland issues.
- Casey Gabrielson, Keller, said he would present a landscape design plan for the dog containment area and move the light. Drainage should not be an issue because there is less hard surface.

CONDITIONAL USE PERMIT AMENDMENT

12/14/20 Plan Commission Meeting

Apple Works Winery LLC / Kevin Behnke

Planning & Zoning Report

Germantown, Wisconsin

Summary

Kevin Behnke, property owner, is requesting approval of an amendment to Conditional Use Permit #01-13 to allow an expansion of the existing Apple Works Winery operation and use of the property as a venue for weddings and other events including: a 5,150-square foot building with a seating capacity of 125 persons; an outdoor patio with a 900-1,080-square foot covered shelter and outdoor fireplace; and a 35-50 vehicle parking lot on the 10.8 acre Apple Works Winery property located at W179 N12536 Fond du Lac Avenue.

Location: W179 N12536 Fond du Lac Avenue

Property Owner: Kevin Behnke
W179 N12536 Fond du Lac Avenue
Germantown, WI 53022

Current Zoning: A-2: Agricultural

Adjacent Land Uses		Zoning
North	Residential	Rs-1
South	Agricultural	A-1
East	Residential	Rs-1
West	Agricultural	A-1



Background/Proposal

Kevin Behnke, property owner, is requesting approval of an amendment to Conditional Use Permit #01-13 to allow an expansion of the existing Apple Works Winery operation and use of the property as a venue for weddings and other events including: a 5,150-square foot building with a seating capacity of 125 persons; an outdoor patio with a 900-1,080-square foot covered shelter and outdoor fireplace; and a 35-50 vehicle parking lot on the 10.8 acre Apple Works Winery property located at W179 N12536 Fond du Lac Avenue.

The Apple Works Orchard began operation in the early 1990's through 2000. Kevin Behnke purchased the property in 2002 and began restoring the property and buildings. In 2002, Behnke was granted a conditional use permit (CUP #12-02) for vehicle, boat and equipment storage from the three (3) accessory buildings on the property. In 2004, the property was divided with a 15-acre portion rezoned for residential development with three (3) dwellings since constructed.

In 2013, a conditional use permit (CUP01-13) was issued to Kevin Behnke for the operation of a winery from the subject property. The current winery operation is permitted to operate 10am to 9pm, 7 days per week. The winery currently includes a 1,585-square foot tasting room/retail store and a 432-square foot outdoor patio, which was constructed in 2013.

As shown on the Site Plan supporting documents, the proposed amendment includes the following modifications to the existing CUP:

- Second Patio
 - o Grade Beam Slab patio and Shelter with metal roof (24' x 45', and a maximum height of 25') with a fireplace at one end, 4' walkway connecting to existing patio
- Event Venue
 - o Renovation of an existing 2,880-square foot building
 - 1536-square foot addition, a 512-square foot covered drive-through, and a 256-square foot enclosed entry to be added to the existing building
 - Catering Prep Kitchen
 - Indoor restrooms
 - Overhead garage doors on north and east elevations
 - Sound Safe Acoustic Barrier to be installed in the banquet hall walls
- 35-50 vehicle gravel parking lot (to be paved in the future) to be installed to the north of the existing winery building, northwest of the proposed event venue.

Event Venue Operation Details

The proposed event venue will host both business events and personal events including, but not limited to, weddings, anniversaries, birthday parties, graduation parties, bridal showers, baby showers, and family gatherings. The proposed hours of operation are 6AM – 11PM, consistent with the hours permitted under CUP#12-02 (vehicle, boat, and equipment storage). There is anticipated to be clean-up taking place between 11PM and 12AM. All music in the venue will take place inside with overhead

doors closed. All food will be catered and may be prepped in the Catering Prep kitchen shown on the floor plan.

The owner/applicant currently holds Class B Liquor Licenses to serve wine and beer. It is the intent of the owner/applicant to apply for a Hard Liquor License in the near future. If approved, the owner/applicant has indicated that shots of hard liquor will not be permitted.

The applicant has provided a sketch of the existing and proposed cedar fencing on the property which will define the area in which event venue activities may take place. This area is located in the southwest corner of the site, near the existing winery and around the proposed event venue.

Staff Analysis/Comments

Similar to the Conditional Use Permit issued for the winery in 2013, an event venue is not specifically listed as an allowable use, and this is being processed as an “unspecified use” requiring a conditional use permit.

Given the history of this property and the existing use of the property as a winery, the proposed event venue is a logical step for business expansion. With that said, Planning and Zoning staff have concerns about the compatibility of the use with the surrounding residential properties to the east and north. In 2013, commitments were made to the neighbors that the winery operation would be quiet, serve no hard alcohol, and only operate until 9pm (see minutes from 1-7-2013 Village Board meeting attached). The proposal being brought forward will change the character of the business operation approved in 2013. As a consequence of this proposal to expand the existing winery operation and add a new event venue, there will be a different type of patron visiting the property, the potential for additional negative impacts on the surrounding neighborhood, e.g. noise, traffic, which may be increased due to the different types of alcohol being served.

Prior to any construction work being completed on the site, the owner/applicant will need to submit a site development and building plan application with a detailed site plan to include (but not limited to) the following items:

- Scaled site and engineering plans of the improved areas, stamped by a professional engineer or surveyor, showing the following:
 - o Existing buildings and site features, topography, and property lines.
 - o Proposed improvements and relationship to existing features, property lines with setback callouts, etc.
 - o Grading and erosion control plans
- A Stormwater management plan and measures may be required, subject to the following triggers:
 - o Between 5,000 SF and 21,780 SF (1/2 acre) - Green infrastructure improvements per MMSD requirements. (see attached document)
 - o Over 1/2 acre of additional impervious (cumulative) - MMSD Chapter 13

-
- requirements kick in.
 - o Over 1 acre of site disturbance (cumulative)- WDNR stormwater management requirements kick in.
 - Preliminary building plans for the patio shelter and the barn renovation (Commercial Plan approval will be required prior to the issuing of a building permit.)

These items will need to be reviewed and approved by the Plan Commission prior to obtaining any building or grading permits.

Planning and Zoning Staff have notified Washington County of the proposed improvements to the site. A condition of approval has been added to the CUP requiring that Washington County approve all applicable POWTS sanitary system improvements required for this project prior to site plan approval by the Plan Commission.

Planning & Zoning Recommendation

APPROVE a conditional use permit amendment to CUP#01-13 for the 10.8-acre Apple Works Winery property located at W179 N12536 Fond du Lac Avenue subject to the following conditions:

1. This permit authorizes limited uses and activities as set forth in the conditional use permit amendment application dated October 13, 2020, the additional information submitted on 12/2/2020, and in the supporting documents made part of the application on file with the Village. All of the operational characteristics and services as described, as well as any commitments made by the Applicant as set forth in the application, supporting documents, and made during presentations to the Village Plan Commission, Village Board and Village staff are deemed to be conditions of approval.
2. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the permitted conditional uses and activities which cause special problems or harmful effects associated with the permitted uses and activities that were not revealed or anticipated at the time this CUP was granted, or, where conditions imposed by this CUP that were anticipated to mitigate or eliminate harmful effects associated with the uses and activities but are subsequently insufficient to do so, or, for similar cause based upon consideration for the public comfort, safety, and welfare, this conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.
3. In the event the Village receives complaints regarding noise, activities or other negative impacts on surrounding neighborhood and properties, the Owner/Operator shall work cooperatively with the Village to mitigate and resolve the issue.
4. Site improvements, buildings, signage, exterior lighting and any other improvements on the property that are necessary for the land uses and activities authorized under this CUP shall be reviewed and approved by the Village through the Zoning Permit or Site Plan application process as determined by the Village Zoning Administrator. If required, Site Plan review and approval will include Plan Commission review and approval.
5. Building permits and commercial building code plan approval are required for the proposed remodeling; contact Inspection Services prior to any work for details on the required permits and plan approvals.
6. Washington County shall be consulted regarding compliance with all applicable POWTS sanitary requirements prior to or concurrent with Site Plan submittal.
7. Applicant to obtain all required liquor licenses and/or permits from the state and Village prior to any and all events held on the property.
8. All signage, temporary and permanent, requires a permit; contact Planning & Zoning Services for details.
9. A pre-occupancy inspection is required by the Fire Department.

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
JANUARY 7, 2013**

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

ROLL CALL: President Wolter, Trustees Daniels, Hughes, Kaminski, Vanderheiden, Werderman and Zabel. Trustees Baum and Ewert absent and excused. Also present: Administrator Schornack, Attorney Sajdak, Planner Jeff Retzlaff, DPW Director Dan Ludwig, Engineer Brionne Bischke, and Clerk Goeckner. Trustee Werderman arrived at 7:02 pm.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

PRESIDENT'S REPORT:

President Wolter presented award given to Village by MMSD for ground breaking work for first watershed permit. This is an agreement with 11 different governmental bodies and first agreement of this kind across the country.

ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST/COMMITTEE REPORTS: Upcoming meetings were announced.

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

CONSENT AGENDA:

- A. **MINUTES:** December 17, 2012
- B. **ACCOUNTS PAYABLE/PAYROLL**
- | | | |
|-------------------|------------------|---------------|
| December 18, 2012 | Payroll (hourly) | \$ 210,476.92 |
| December 25, 2012 | Accounts Payable | \$ 107,409.15 |
| December 31, 2012 | Payroll (salary) | \$ 78,650.49 |
- C. **OPERATOR (BARTENDER) LICENSES** – New for the period ending June 30, 2013, Kalpana Khanal Adhikari, Brian J. Burgardt, Robert A. Burmeister, Kelly A. Garcia, Nirlap Kaur, Sumanpreet Kaur, Cynthia C. Nelson and Alyson A. Piantino

MOTION (Vanderheiden/Kaminski) approve Consent Agenda Items B-C, all in favor, motion carried. Trustee Zabel requested to pull Item A – Minutes. **MOTION (Zabel/Vanderheiden) to approve minutes for December 17, 2012 with correction on page 6 to typo stating SCM should be CSM, all in favor, motion carried.**

PUBLIC HEARINGS – 7:00 P.M. OR LATER

- A. **KEVIN & DONNA NASH, PROPERTY OWNERS TO REZONE A PORTION OF THE FOLLOWING DESCRIBED PROPERTY FROM THE RS-3; SINGLE-FAMILY DISTRICT TO THE RS-4: SINGLE-FAMILY DISTRICT PURSUANT TO SECTIONS 17.17 OF THE VILLAGE ZONING CODE ON TAX KEY NO. 252-995, A PARCEL OF LAND LOCATED IN THE SW ¼ OF THE NW ¼ OF SECTION 25, T9N, R20E, VILLAGE OF GERMANTOWN;** Planner Jeff Retzlaff presented the request for rezoning and CSM. Plan Commission recommends approval with conditions, which have been satisfied. President Wolter opened the public hearing at 7:12 p.m. No one to speak for or against, public hearing closed at 7:13 p.m.
- B. **JON GUENTHER, AGENT, FOR CHARLES AND SUSAN RUSCH, PROPERTY**

OWNERS TO REZONE A PORTION OF THE FOLLOWING DESCRIBED PROPERTY FROM THE A-1: AGRICULTURAL DISTRICT TO THE A-2: AGRICULTURE DISTRICT PURSUANT TO SECTIONS 17.13 OF THE VILLAGE ZONING CODE ON TAX KEY NO. 022-997, A PART OF THE NW1/4 OF SECTION 2, T9N, R20E, VILLAGE OF GERMANTOWN; Planner Retzlaff presented the request for rezoning and CSM to create two parcels. Plan Commission recommendation is to approve, subject to conditions which have both been satisfied. President Wolter opened the public hearing at 7:16 p.m. No one to speak for or against, public hearing closed at 7:17 p.m.

- C. **KEVIN BEHNKE, PROPERTY OWNER AND AGENT FOR APPLE WORKS WINERY LLC, FOR A CONDITIONAL USE PERMIT FOR THE OPERATION OF A WINERY IN THE A-2: AGRICULTURAL DISTRICT ON THE PROPERTY AT W179 N12536 FOND DU LAC AVE (PARCEL ID#161-976), VILLAGE OF GERMANTOWN;** Planner Retzlaff presented the request for Conditional Use Permit for operation of a Winery. Plan Commission recommends to approve, subject to standard conditions and 7 specific conditions. President Wolter opened the public hearing at 7:22 p.m.
- D. Steven Schultz, W177N12607 De La Court stated he is not against this but against any alcohol being served on the premises. Doesn't feel another alcohol related business in the area is needed.
Randy Stanossek, W177N12601 De La Court repeated the same concerns as Steven Schultz.
Gary Schwind, W177N15286 Apple Blossom Lane stated he does not object to winery or orchard but has concerns of entertainment, music, bands etc. Moved out there for the quiet area.
Kevin Behnke, W179 N12536 Fond du Lac Ave. applicant, made presentation. Concerns are legitimate. Winery is a lot different than a bar and caters to people who will not be out that late at night. Patio is at least ¼ mile away from any residence. Have planted trees to isolate property. Not serving hard alcohol and will only go until 9 p.m. Will have to apply for permits for live music etc.
Public hearing closed at 7:31 p.m.
- E. **MUNICIPAL CODE TEXT AMENDMENT TO SECTION 29 (CONSTRUCTION SITE EROSION CONTROL), OF THE VILLAGE OF GERMANTOWN MUNICIPAL CODE;** Brionne Bischke presented code text amendment to Section 29. Realigning ordinances accordingly since state reorganized the code. Sought to simplify things. Proposing to do abbreviated plans for smaller development or builders vs. large developers and make them more practical. Public hearing opened at 7:35 p.m. No one to speak for or against, public hearing closed at 7:36 p.m.

NEW BUSINESS:

- A. **REQUEST TO APPLY DOA REFUND TO NEW HVAC EQUIPMENT IN VILLAGE HALL**

DPW Director Dan Ludwig - Project of 2010, funds left over. State recommended finding another project to put funds toward instead of refunding it to them. We have 10 furnaces that are 15 years old and "residential" standard. Option #1 is preferred, for 2 complete furnaces with AC and 1 AC unit for zone 9 in Village Hall. Village share would be \$7,488. State share is over \$13,000. Option #2 for 7 furnaces and additional contribution of \$378 for a total of \$7,866. Staff recommends taking advantage of the

DOA's offer to upgrade the HVAC equipment having a long maintenance record in Village Hall. All projects must be complete and run through DOA by March 31, 2013. **MOTION (Zabel/Kaminski) to approve option #1 to purchase 2 complete furnaces with AC and 1 AC unit for zone 9 for \$7,488.** Discussion of furnace types and specifications for building, maintenance schedule. Funds would come from Building Maintenance account. Having less service charges over time will make up the cost. **Roll call vote, all in favor, motion carried.**

B. RESOLUTION NO. R01-13, 2013 SALARY RESOLUTION

MOTION (Zabel/Vanderheiden) to approve Resolution No. R01-13, Salaries and Compensation for Exempt Salaried and Other non-Represented Support Staff, Calendar Year 2013. Discussion: clarification there are no increases and everything is the same, telecommunications, payments to Chair of Board of Zoning Appeals is less than other Chair's. **MOTION (Zabel/Vanderheiden) amend motion to pay all committee Chairs the same, at \$25/meeting, all in favor, amendment to motion carried. By roll call vote, all in favor, motion as amended carried.**

C. KEVIN & DONNA NASH, PROPERTY OWNERS PARCEL ID# 252-995, REZONING REQUEST & 2-LOT CERTIFIED SURVEY MAP

MOTION (Kaminski/Werderman) approve Kevin & Donna Nash, Property Owners Rezoning Request & 2-Lot Certified Survey Map as recommended. All in favor, motion carried.

D. JON GUENTHER, AGENT FOR CHARLES AND SUSAN RUSCH, PROPERTY OWNERS PARCEL ID# 022-997, REZONING REQUEST & 2-LOT CERTIFIED SURVEY MAP

MOTION (Hughes/Kaminski) approve Jon Guenther, Agent for Charles and Susan Rusch, Property Owners, Rezoning Request & 2-Lot Certified Survey Map. Attorney Sajdak discussed the shed in the area intended to be dedicated for right of way. **MOTION (Zabel/Vanderheiden) to add language to CSM that all existing buildings within new right of way to be razed at owners expense in the event it becomes necessary. All in favor of amendment, motion carried. All in favor of original motion as amended, motion carried.**

E. KEVIN BEHNKE, PROPERTY OWNER AND AGENT FOR APPLE WORKS WINERY LLC, FOR A CONDITIONAL USE PERMIT FOR THE OPERATION OF A WINERY ON THE PROPERTY AT W179 N12536 FOND DU LAC AVE, PARCEL ID#161-976

MOTION (Vanderheiden/Werderman) approve Kevin Behnke, Property Owner and Agent for Apple Works Winery LLC, for Conditional Use Permit for the Operation of a Winery, as brought forward and recommended by Plan Commission. Discussion: Operation hours, permit requirements for more than 50 people, alcohol licensing, bands/entertainment, area of winery. Alcohol license renewable annually and any issues could be dealt with then. Discussion of winery purchasing product from others and serving it. Attorney Sajdak – anything other than wine produced on property would require permit and wine on property requires permit as well. Trustee Werderman requested to strike the words 'produced on the winery property'. Attorney Sajdak suggested letting the permitting process fall out based on what he wants to provide. **MOTION (Werderman/Daniels) strike the words 'produced on the winery property'.**

Discussion of types of permits required and reasoning for amendment. **Motion to amend, 6 in favor, 1 opposed (Zabel), amendment to motion carried.** President Wolter verified those in audience who came forward had their concerns addressed. All indicated yes. **Motion as amended, all in favor, motion carried.**

F. CHAPTER 29 – ORDINANCE REVISIONS, VILLAGE OF GERMANTOWN MUNICIPAL CODE

MOTION (Zabel/Hughes) approve ordinance revisions to Chapter 29. All in favor, motion carried.

MOTION (Vanderheiden/Zabel) ADJOURN INTO CLOSED SESSION PER WI SS. 19.85(1)(E) DELIBERATING OR NEGOTIATING THE ACQUISITION OF PUBLIC PROPERTY, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION: THE GERMANTOWN PROFESSIONAL POLICE ASSOCIATION LOCAL 306 UNION NEGOTIATIONS at 8:25 p.m., by roll call vote, all in favor, motion carried.

There being no further business, the meeting was adjourned from closed session at 8:45 p.m.

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



Fee must accompany application

Fee \$4400 Paid 730 Date 10-13-20

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

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

APPLICANT OR AGENT

KEVIN H BEHNKE
W179 N12536 FOND DU LAC
GERMANTOWN, WI 53022

Phone (262) 677-1857

Fax (262) 677-1000

E-Mail _____

PROPERTY OWNER

KEVIN H BEHNKE
W179 N12536 FOND DU LAC
GERMANTOWN, WI 53022

Phone (262) 677-1857

TO WHOM SHOULD THE PERMIT BE ISSUED?

KEVIN H BEHNKE / APPLE WORKS WINERY LLC

PROPERTY ADDRESS

W179 N12536 FOND DU LAC

TAX KEY NUMBER

6TNU 161-976

DESCRIPTION OF EXISTING OPERATION

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

SEE ATTACHED

DESCRIPTION OF PROPOSED OPERATION

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

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

SEE ATTACHED

6 **METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED**

Attach pages as necessary

Address: W179 N12536 Fond Du Lac Ave, Germantown, Wisconsin 53022
Legal Description: Lot 4 of Certified Survey map No. 5843, recorded January 21, 2005 as Document No. 1076149 in the Washington County Registry, said Certified Survey Map being a redivision of Lot 2 and part of Lot 1 of Certified Survey Map No 5452 as recorded in Washington County Registry in Volume 39 of Certified Survey Map on Pages 26-28, as Document No. 92636, being a part of the Northwest One-Quarter ($\frac{1}{4}$) and Southwest One-Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Sixteen (16), in Township Nine (9) North, Range Twenty (20) East, in the Village of Germantown (Lot 4 single family residence) Parcel ID/Sidewell Number: GTNV 161 979

7 **SUPPORTING DOCUMENTATION:**

☒ Site Plan and elevations for new construction (can be conceptual)

☒ Photos of existing use and/or proposed use operating elsewhere

☒ SEE ATTACHED

☐

8 **READ AND INITIAL THE FOLLOWING:**

☒ I understand that the Village is under no obligation to issue a Conditional Use Permit and will do so only if the applicant successfully demonstrates that the proposed use is harmonious with the neighborhood and the long range goals of the Village.

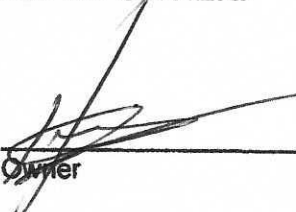
☒ I will notify the Village if any aspects of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.

☒ I understand that a Conditional Use Permit is valid only if the conditions and restrictions of the permit are met. I understand that failure to comply with any aspect of the permit may result in revocation.

☒ I understand that Village Staff is required to post one or more signs along the street frontage of and/or on the property subject of this application that indicate to nearby property owners and the general public that a public hearing of my application will be held before the Village Plan Commission and/or Village Board prior to action being taken on this application; I hereby grant Village Staff permission to enter onto the property for the expressed purpose of installing said sign(s) provided Village Staff is responsible for installing, maintaining and removing said signs in a reasonable manner and timeframe.

9 **SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!**


Applicant
10/13/20
Date


Owner
10/13/20
Date

Apple Works Winery LLC
W179 N12536 Fond Du Lac Ave
Germantown, Wisconsin 53022

For your consideration:

I am submitting this Conditional Use Permit Application for your Review because I feel that the Winery needs to expand and grow with the community and this proposed gathering place would be a nice addition to Germantown's continued efforts to have quality services and businesses located in Germantown revolving around that rural feeling.

Property History

Originally this property was open agricultural land before being starting as the **Germantown Orchards** operation in **1985**. At that time they built the first building and started planting the orchard and opened the Farmers Market and Store.

In the early **1990's** Dr. Johnson made a substantial commitment to expand the operation into **The Apple Works Orchard**. The monetary investment was substantial. Improvements included climate-controlled buildings, modern apple processing equipment, expansion of the orchard, even wind turbines to protect the orchard in case of frost. His efforts to move and erect older historical type buildings were equally impressive.

This operation continued for many years supplying quality products and service to the community. Being an Organic Operation was probably ahead of its time. It's easy to find someone who remembered the busloads of children coming to The Apple Works Orchard for a school field trip for Apple Juice and Pumpkins. Unfortunately for the community the Orchard closed around 2000 and the property fell into disrepair and started to take on the look of an abandoned farm property.

In **2002** I purchased the property from Dr. Johnson. Even though the property needed some substantial TLC, it still had positive future potential. I started cleaning up the property and giving it some good proactive maintenance and it started to take on a new look. The major conservation efforts became challenging. This was not an insignificant undertaking since the property was approximately 24 acres with multiple buildings.

In **2004** a decision was made to break off 15 Acres, divided into (3) private 5 Acre parcels and developed it under the upcoming 2020 Smart Growth Plan idea, with some additional acreage purchased from Dr. Johnson. It became the Apple Blossom Lane Project. Since then there has been (3) very nice homes built in the development. This development has generated and will continue to generate a substantial amount of tax revenue for Germantown with very little to No cost to Germantown's operating budget. I think at this point we can say it was positive. This leaves the remaining approximately 11 Acres as I see the current property being entertained for the Winery operation.

Apple Works Winery LLC
W179 N12536 Fond Du Lac Ave
Germantown, Wisconsin 53022

Re-cap of Property Uses over the Years

Over the years the property has had many approved Conditional Use Permits.

Some of which are the following:

Farm Market, Apple Sorting and Storage

The Sale of Christmas Trees

Deli, Store, Bakery, Retail Sales

Off Street Parking

Retail Craft Sales with no more than 20% Store Floor Space

New CUP issued in 2002 Permit #12-02

Equipment Storage, Machinery, Boats, Cars, Etc

All Storage must be inside

As you can see if you add this above Short List to the already allowed uses granted under the AG-2 Zoning this property is very accommodating for many uses.

Proactive Conservation property Highlights

Conservation efforts over the past ten years

2002 had the Above Ground Fuel Tanks Removed

Moved approx 125 Black Walnut Trees 1.5" – 3.5" Caliper

This was completed when Apple Blossom Lane was started to save these trees. They ALL have survived since transplanting

Moved approx 100 Evergreens 4" - 10" Caliper

Scotch Pine, Blue Spruce, Green Spruce, White Pines

Purchased and Planted approx 75 Evergreens 2" – 5" Caliper

Scotch Pine, Austrian Pine, Blue Spruce, White Spruce, White Pines

Purchased and Planted (2) Dozen Deciduas Trees 2" – 4" Caliper
Oak, Maple

Purchased and Planted dozens of small Arborvitaes and shrubs of numerous types

Removed some of gravel parking lot area and planted grass and trees

2008 had the Ammonia System Completely Drained and purged

because of the environmental concerns of this type of system

2011 had the entire Ammonia Refrigeration System Hardware Remove

Owners Comment of the Above Property History

I hope the above information will give everyone a good view of the amount of hard work and monetary investment that has been done since I purchased the property 18 years ago. The property has really transformed itself since the purchase of one that looked run down and abandoned to almost a park like setting. It is truly a mix between a Farm Property in an agriculture/conservation residential setting with a true feeling of nature.

Apple Works Winery LLC
W179 N12536 Fond Du Lac Ave
Germantown, Wisconsin 53022

Amateur Wine Making History

In 2007 I decided to try making Wine from the Apples and Wild Grapes growing on the property. I had been enjoying eating the apples since I purchased the property but really felt with the amount of apple trees still on the property could be more productive than just for personal consumption.

As an amateur wine maker you just never know how it rates versus other wines. So from 2007 until 2012 I completed a lot of R & D with the Apples and Wild Grapes. My confidence started to increase and I added making some wine from local Vineyard Fresh Grape Juice and Packaged Commercial Grape Juice.

I felt at this point I have perfected the following beverages for sale.
Fresh Apple Juice, Apple Wine, Hard Cider, Sparking Cider, Wild Grape Wine,
German Mosel Wine, Vidal Blanc Wine

**I entered the wine in some National Amateur Wine Competitions
During the 2007 to 2012 time frame**

Wild Grape Wine

Gold Medal * Wine Makers Magazine

2 Silver Medals * Wine Makers Magazine & Fermenters International

Apple Wine

Silver Medal * Wine Makers Magazine

Bronze Medal * Fermentors International

Needless to say, many Hobbies have become Businesses, and I feel this could be the case with the Wine making. So I approached Germantown in 2012 to expand into a Commercial Winery operation and was approved in January 2013.

Apple Works Winery LLC / Behnke Estates

TTB Licensing in 2013

State DATCP Licensing in 2014 - current

State Food Licensing 2014 - current

Completed Tasting Room remodeling

Certificate of Occupancy #458-14

“ Class B “ Winery License and “ Class B “ Fermented Malt Beverage License #19/20-1

Patio and Pergola Permit #255-13

Sign / Approved 8/14/14

Started ramping up production in 2014 for opening in 2016

Tasting Room opened July 1st 2016

Have won numerous International Professional Wine Competition Medals

We have over 3000 customers in our frequent customer program

Sales have been increasing at a nice 10% + rate yearly

Signage on Hwy 41 north and south bound at Holy Hill Road

Apple Works Winery LLC
W179 N12536 Fond Du Lac Ave
Germantown, Wisconsin 53022

Currently under construction

We are building a 36 x 80 heated equipment storage building

CUP issued in 2002 Permit #12-02

This 4th building was approved in the original CUP

Approved by zoning 9/13/2020

Building Permit #B00051

******* Conditional Use Permit Overview 2020 *******

Proposed Gathering Place

Please see attached the following documentation

Google Aerial Map of Property

1. Addition of second Patio and Shelter
2. Walters Building Drawings (A2, A2.1, A3)

Note: See photos of side of building addition proposed area

3. Conceptual seating plan OPT-4
4. Conceptual Parking Areas
5. Certified Survey Map

Details of Second Patio and Shelter

22/24 Ft x 40/45 Ft Grade Beam Type Slab

Fire Place at one end

4 ft wide walkway connecting existing patio

Under 25 Ft in Height

Metal Roof

This attached photo is not an exact design by a representation

Note: We want to build this so we can get our parking lot back to full capacity by removing the tent.

Details of intended Operation in Item #2 Building

Seating Capacity 125

6 AM – 11 PM

Note: Same hours as in the 2002 CUP #12-02

Note: Current approved Winery hours are 10 AM – 9 PM

Potential of some clean-up time 11 PM – 12 PM

Note: Most of these types of Gathering Spaces close at 11 PM

Music for any gathering in the proposed building will be inside

Parking we currently have approx 28 paved spaces at the Winery

We will add gravel parking and eventually pave the added parking area

Closed on some Major Holidays

Some Seasonal Closing

Employees will probably be a mix of full & part time

Seasonal as with most Farm Operations

#1



#2

8/10/20

I HAVE REVIEWED THE PRELIMINARY DRAWINGS.

CUSTOMER SIGNATURE:

DATE:

I UNDERSTAND THAT CHANGES MAY BE NECESSARY PER CODE OR STRUCTURAL REQUIREMENTS

ALL DRAWINGS ARE INTELLECTUAL PROPERTY OF WALTERS BUILDINGS UNTIL SOLD

DOOR & WINDOW SCHEDULE

TAG	TYPE	QUANTITY
①	8'x8' EXISTING OVERHEAD DOOR	2
②	15'x8' FRAMED OPENING	1
③	3'-0"x8'-8" EXISTING 9-LITE WALKDOOR	2
④	6'-0"x6'-8" FULL VIEW DOUBLE WALKDOOR	2
A	EXISTING WINDOW	6
B	3'-0"x6'-0" DOUBLE HUNG WINDOW	12



Walters Buildings

Jack Walters & Sons, Corp.
P.O. Box 895
6600 Midland Ct.
Allentown, WI 53905
1-800-328-7800
www.waltersbuildings.com

REVISIONS

OWNER:
BEHNKE

PROJECT:
ADDITION

LOCATION:
GERMANTOWN, WI

SALES REP / DEALER:
MARSHALL WISTH

DRAWN BY:
JOHN SCHNEIDER JR.

ESTIMATED BY:

LAST SAVED BY:
J.SCHNEIDER ON: 3/14/2020

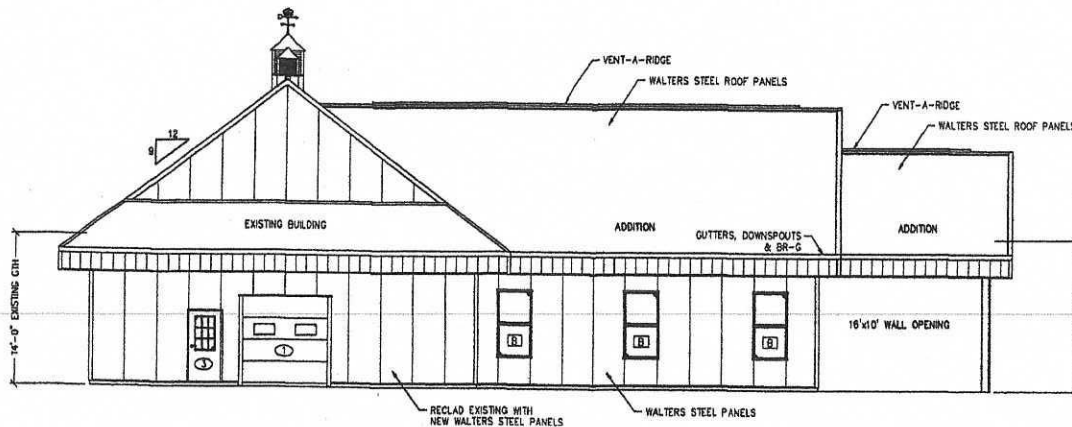
SCALE:

AS NOTED

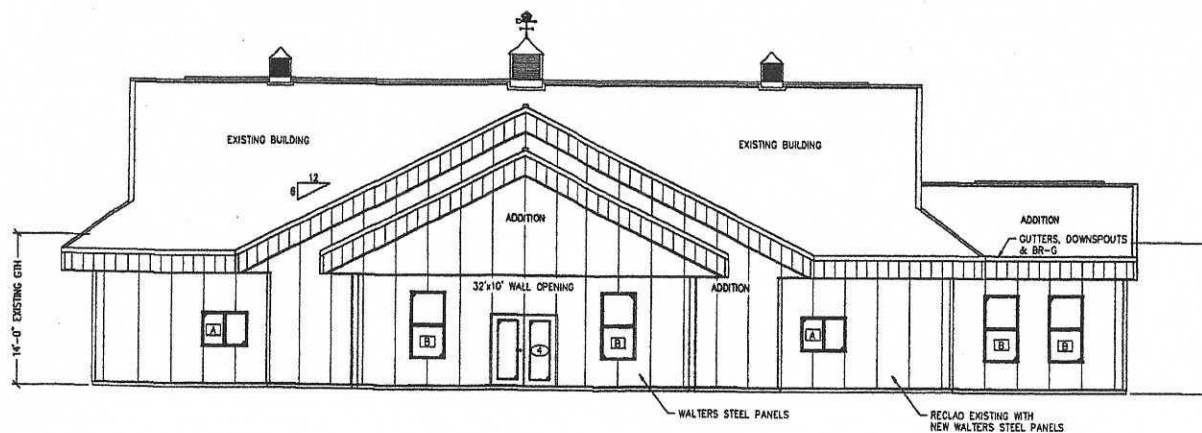
JOB NUMBER:
P95-1546

SHEET NUMBER:

A2



1 NORTH END ELEVATION
SCALE: 1/8" = 1'-0"



2 WEST SIDE ELEVATION
SCALE: 1/8" = 1'-0"

#2

I HAVE REVIEWED THE PRELIMINARY DRAWINGS.

CUSTOMER SIGNATURE:

DATE:

I UNDERSTAND THAT CHANGES MAY BE NECESSARY PER CODE OR STRUCTURAL REQUIREMENTS

ALL DRAWINGS ARE INTELLECTUAL PROPERTY OF WALTERS BUILDINGS UNTIL SOLD

DOOR & WINDOW SCHEDULE

TAG	TYPE	QUANTITY
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Walters
Buildings

Jack Walters & Sons, Corp.
P.O. Box 595
6600 Midland Ct.
Alton, WI 53002
1-800-526-7339
www.waltersbuildings.com

REVISIONS

OWNER:
BEHNKEPROJECT:
ADDITIONLOCATION:
GERMANTOWN, WISALES REP / DEALER:
MARSHALL WISTHDRAWN BY:
JOHN SCHNEIDER JR.

ESTIMATED BY:

LAST SAVED BY:
JCHNEIDR ON: 3/16/2023

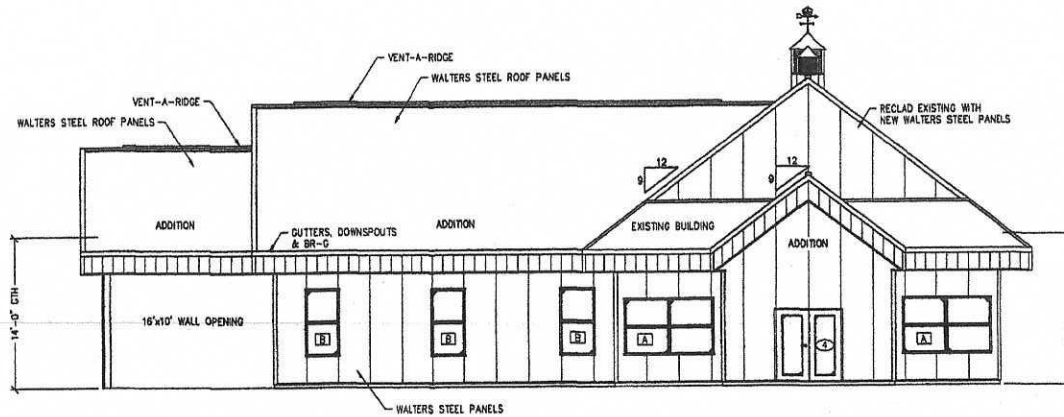
SCALE:

AS NOTED

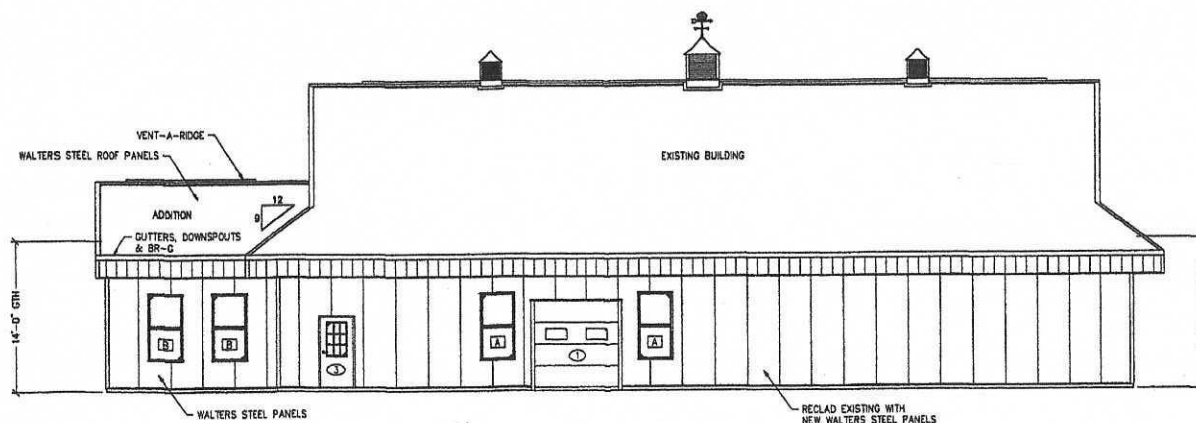
JOB NUMBER:
P95-1546

SHEET NUMBER:

A2.1



1 SOUTH END ELEVATION
A2.1 SCALE: 1/8" = 1'-0"



2 EAST SIDE ELEVATION
A2.1 SCALE: 1/8" = 1'-0"

#2

I HAVE REVIEWED THE PRELIMINARY DRAWINGS.

CUSTOMER SIGNATURE:

DATE:

I UNDERSTAND THAT CHANGES MAY BE NECESSARY PER CODE OR STRUCTURAL REQUIREMENTS

ALL DRAWINGS ARE INTELLECTUAL PROPERTY OF WALTERS BUILDINGS UNTIL SOLD

DOOR & WINDOW SCHEDULE

TAG	TYPE	QUANTITY
①	8'x8' EXISTING OVERHEAD DOOR	2
②	15'x8' FRAMED OPENING	1
③	3'-0"x6'-8" EXISTING 9-LITE WALKDOOR	2
④	6'-0"x6'-8" FULL VIEW DOUBLE WALKDOOR	2
A	EXISTING WINDOW	6
B	3'-0"x6'-0" DOUBLE HUNG WINDOW	12



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Jack Walters & Sons, Corp.
P.O. Box 385
6600 Midland Ct.
Allenton, WI 53002
1-800-CBS-7000
www.waltersbuildings.com

REVISIONS

OWNER:
BEHNKE

PROJECT:
ADDITION

LOCATION:
GERMANTOWN, WI

SALES REP / DEALER:
MARSHALL WISTH

DRAWN BY:
JOHN SCHNEIDER JR.

ESTIMATED BY:

LAST SAVED BY:
JOHN SCHNEIDER JR. ON: 3/16/2005

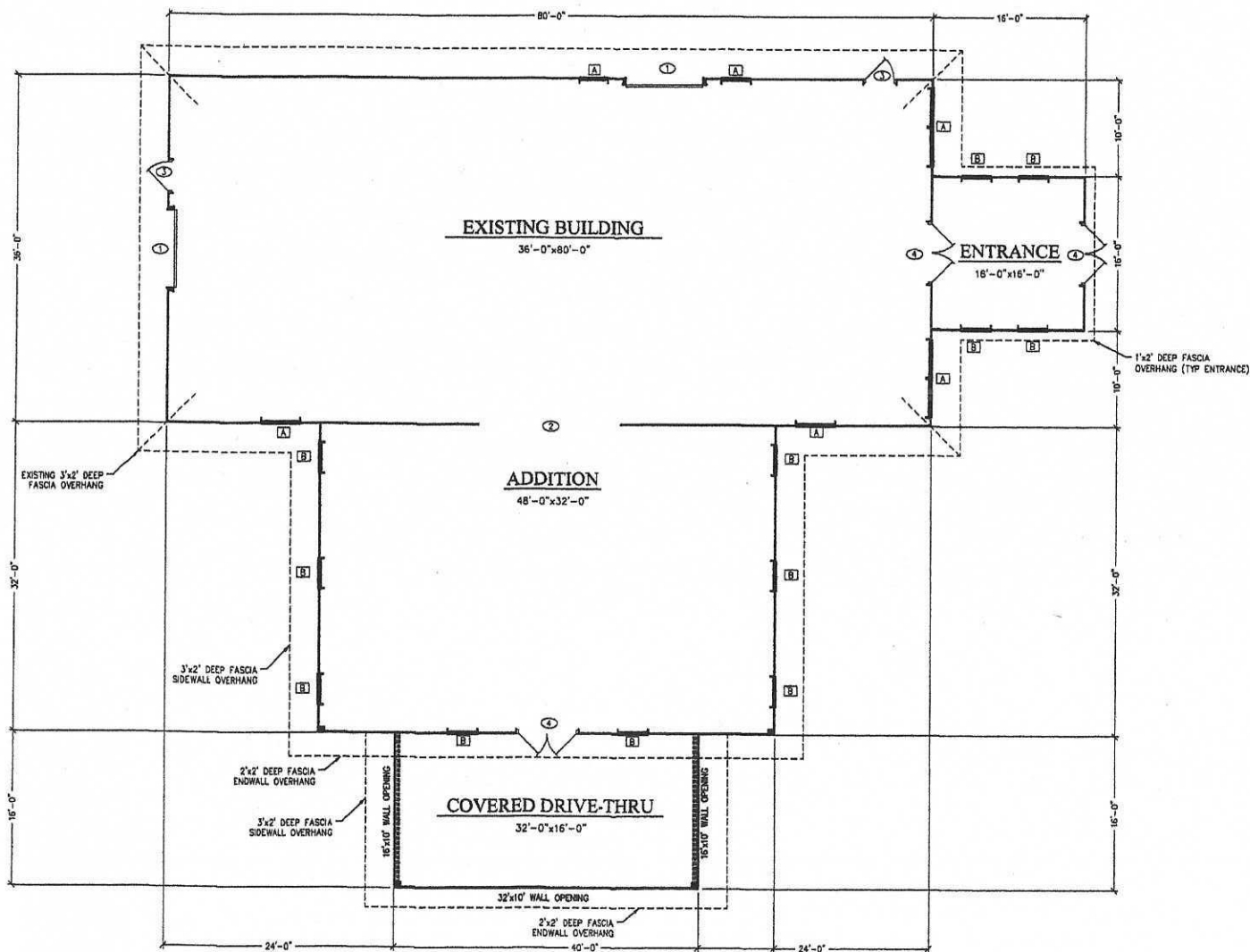
SCALE:

AS NOTED

JOB NUMBER:
P95-1546

SHEET NUMBER:

A3



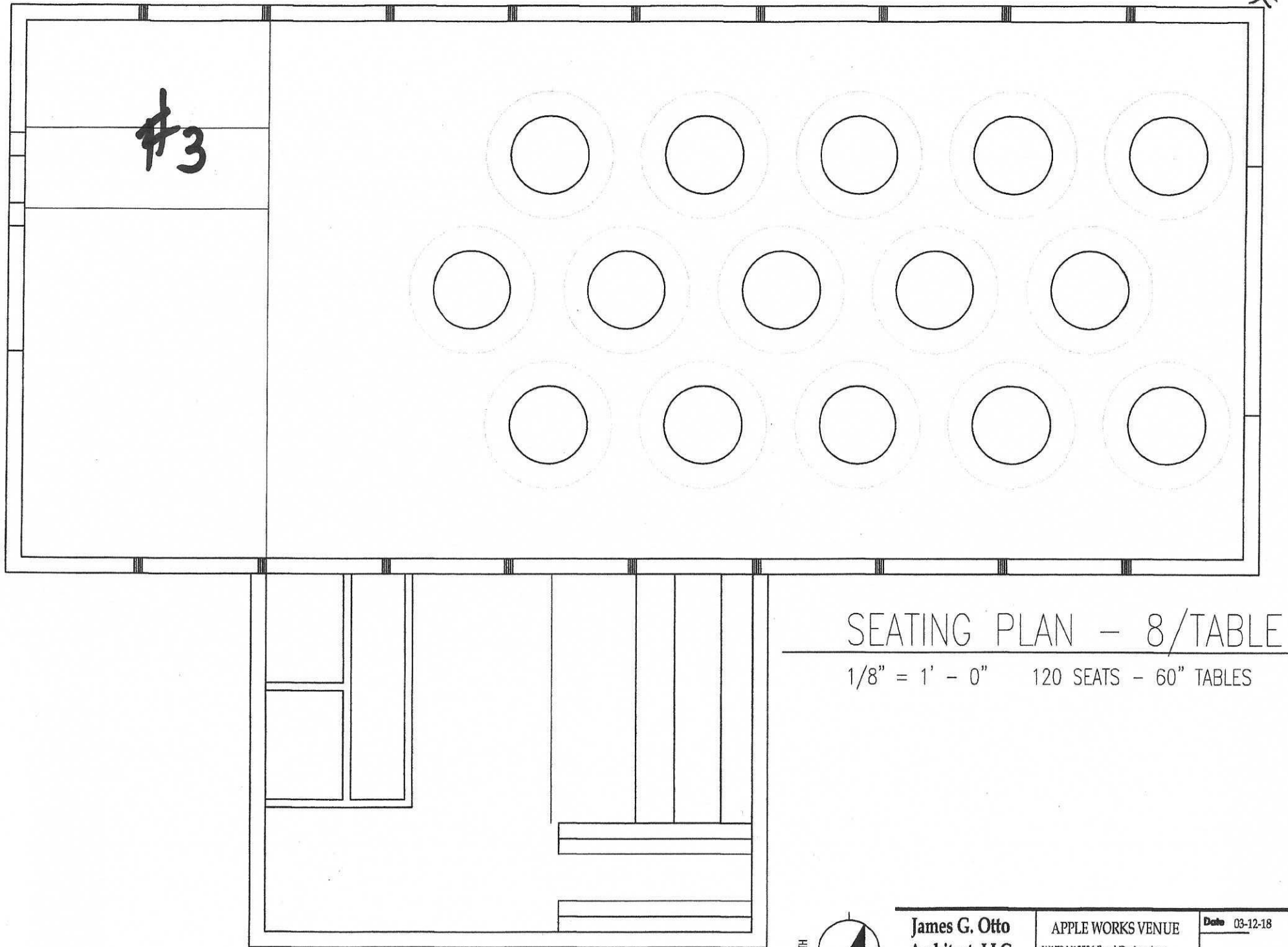
1 FRAMING PLAN
A3 SCALE: 1/8" = 1'-0"

#2



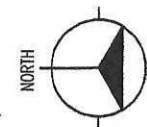
#2





SEATING PLAN — 8/TABLE

1/8" = 1' - 0" 120 SEATS - 60" TABLES



James G. Otto
Architect, LLC
 AIA, NCARB

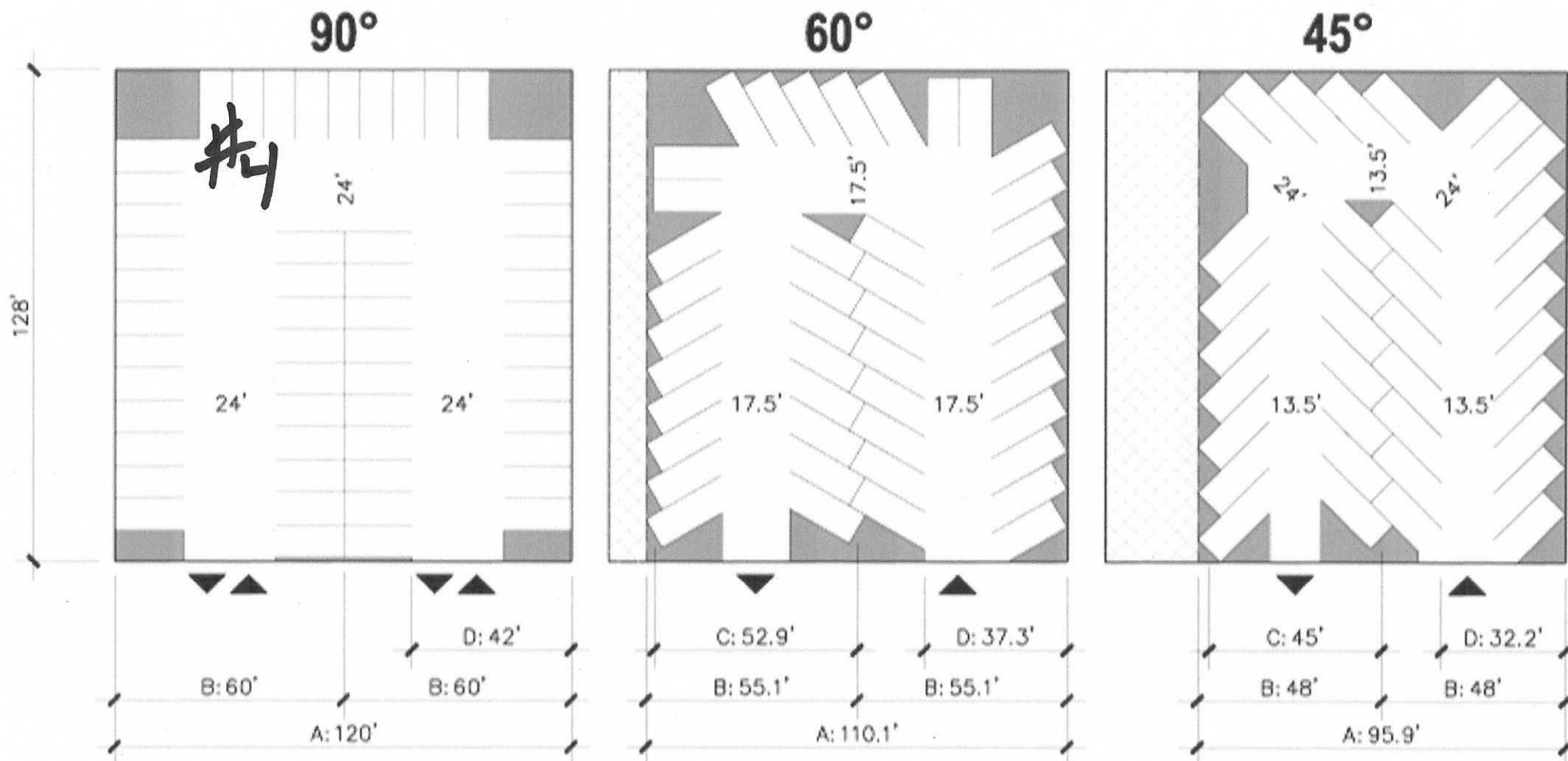
1174 St. Asaph Road Hubertus, Wisconsin 53033

APPLE WORKS VENUE
 W179 N12536 Fond Du Lac Ave.
 Germantown, Wisconsin 53022

Project No 18003.00

Date 03-12-18

OPT-4



	90°	60°	45°
GROSS SITE AREA	15,360.0 SF	15,360.0 SF	15,360.0 SF
SITE SAVINGS	0.0 SF	1,266.7 SF	3,076.0 SF
NET SITE AREA	15,360.0 SF	14,093.3 SF	12,284.0 SF
PARKING PROVIDED	53 CARS	44 CARS	37 CARS
NET AREA PER CAR	289.9 SF	320.3 SF	332.0 SF
GROSS AREA PER CAR	289.9 SF	349.1 SF	415.1 SF



w179 N12536
FOND DU LAC AVENUE
GERMANTOWN, WI
53022
PH # 262 677~1000
APPLEWORKSWINERY.COM

Emily Zandt
Community Development Department
Village Planner & Zoning Administrator
N112 W17001 Mequon Road
P. O. Box 337
Germantown, Wisconsin 53022-0337

December 2, 2020

Re Apple Works Winery LLC response to Letter Dated November 24th, 2020

I will entertain the items as 1 – 11 in your correspondence.

1. Please provide more specific information on the types of events that will be hosted at this site. The following is a list of events we have hosted and will continue to host.

Business hosting

Exit Realty, Concordia University, BMO Harris Bank, Kohl's Corporate, Skygen USA, Prudential Investment Groups, JW Speaker, A Room with A View Travel Agency, Germantown Travel, Republican Party, IAG Wealth Partners, Financial Adviser Waukesha, just to name a few.

Personal Events

Wedding Anniversaries, Birthday Parties, College Graduations, Bridal Showers
Baby Showers, Weddings, and Family Gatherings etc.

2. Will food be prepared at the venue or will all food be catered?
Food will be catered and please see attached **Floor Plan of Catering Prep kitchen**.

3. What are your plans for event liability insurance?
I would not have opened the Winery in 2016 if we did not have a comprehensive Insurance Package in place.

4. What is the plan in terms of offering alcoholic beverages?
This is a complicated area because the Department of Revenue has a lot of control. Germantown has some control with this issue and probably should be discussed. The Apple Works Winery already has (2) Class (B) Licenses and it would make a lot of sense to add Hard Alcohol to the License. At this point we could work with those current Licenses if need be.
Letting people bring in their own alcohol and not having a Licensed Bartender could lead to some issues.
Regardless of how we approach this liquor issue Shots of Hard Alcohol will not be permitted.

5. What is the maximum capacity of the venue?
150

6. How many restrooms will be provided at the venue?
Please see attached Walters Building **Floor Plan Drawing**.

We will not be doing events over the 150 people so portable toilets will not be needed. In regards to the holding tanks, I have talked with Todd Konz and he feels that we should empty the one attached to the new Event Space the day before the event and get a feel on the usage and then make a decision.

The water and sewer lines have already been connected in 2003 to this proposed building. When the steel holding tank was replaced in 2016 with a 4000-gallon concrete tank, it was set up to some day hookup to a leach bed. So it's been suggested that we at least trench to the back of the property and install the piping so some day we could install the leach bed.

7. How will the noise from amplified music and large groups be mitigated to reduce the impact on the neighbors?

I mentioned in our Initial Permit Application that music in the venue building will be inside with the overhead doors closed.

We will also be adding High Density Mass Loaded Vinyl type material in the walls and ceiling in the Banquet Hall Section. **See Attached Spec Sheet.**

This type of material will be installed between the insulation and the drywall interior.

8. What outdoor activities may take place?

Please see attached **Certified Survey Map of outlined 2020 Area**. If activities take place, they will be in this defined area. See also **Item #6** for foot traffic mitigation on property. Much of the cedar fencing was installed when we opened the Winery in 2016.

9. On which holidays will the venue be open?

As with the current Winery operation we have been mostly closed on major holidays.

Which months will the venue operate?

This heated and air conditioned space could be open year round if we wanted.

Your questions imply that there are days and months you do not want the venue open.

If that's the case, please advise of those dates.

10. What exterior lighting is planned for the site?

We intend to have a softer approach to lighting the Venue Building Area.

(Lighted Pergolas, Soffit Down Lighting, Under the Canopy Lighting)

(Softer Mood and String type lights on the Patios)

Please see attached **Item #5**. The lot lines are 250 to 350 ft from the Event Building.

I believe any type of light trespass is nonexistent.

11. A detailed Site Plan will be furnished with our State Approved Building Plan.

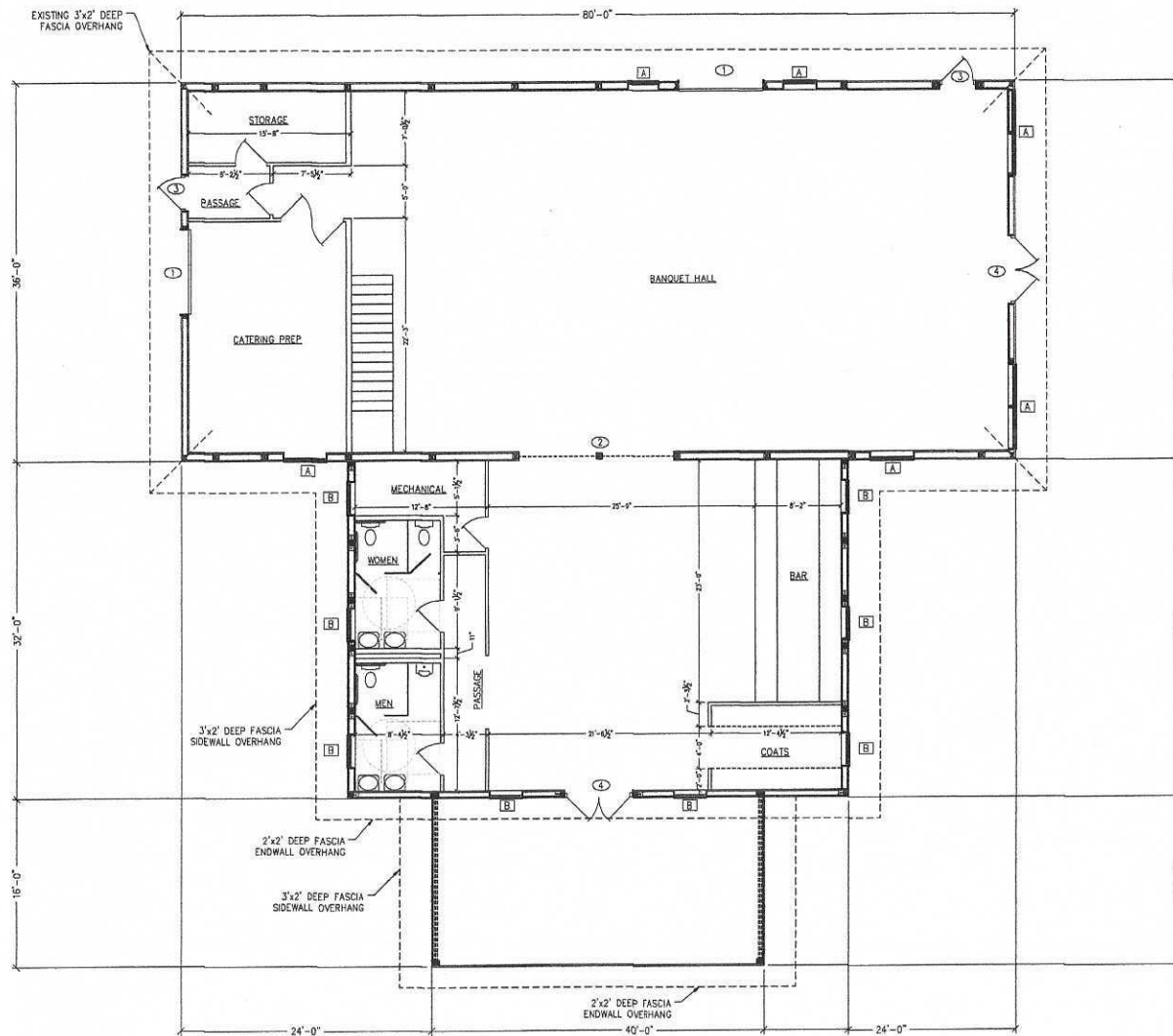
I feel at this point the Planning Commission has a lot of information already.

If you have any questions, please feel free to contact me.

Thank you.


Kevin H Behnke

Apple Works Winery LLC



1 FRAMING PLAN
A3 SCALE: 1/8" = 1'-0"

DOOR & WINDOW SCHEDULE

TAG	TYPE	QUANTITY
①	8'x8' EXISTING OVERHEAD DOOR	2
②	15'x8' FRAMED OPENING	1
③	3'-0"x6'-8" EXISTING 9-LITE WALKDOOR	2
④	6'-0"x6'-8" FULL VIEW DOUBLE WALKDOOR	2
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Allentown, WI 53902
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REVISIONS

OWNER:
BEHNKE

PROJECT:
ADDITION

LOCATION:
GERMANTOWN, WI

SALES REP / DEALER:
MARSHALL WISTH

DRAWN BY:
JOHN SCHNEIDER JR.

ESTIMATED BY:

LAST SAVED BY:
RUEHMANN ON: 12/2/2009

SCALE:
1/8" = 1'-0"
0 5 10

JOB NUMBER:
95-1490

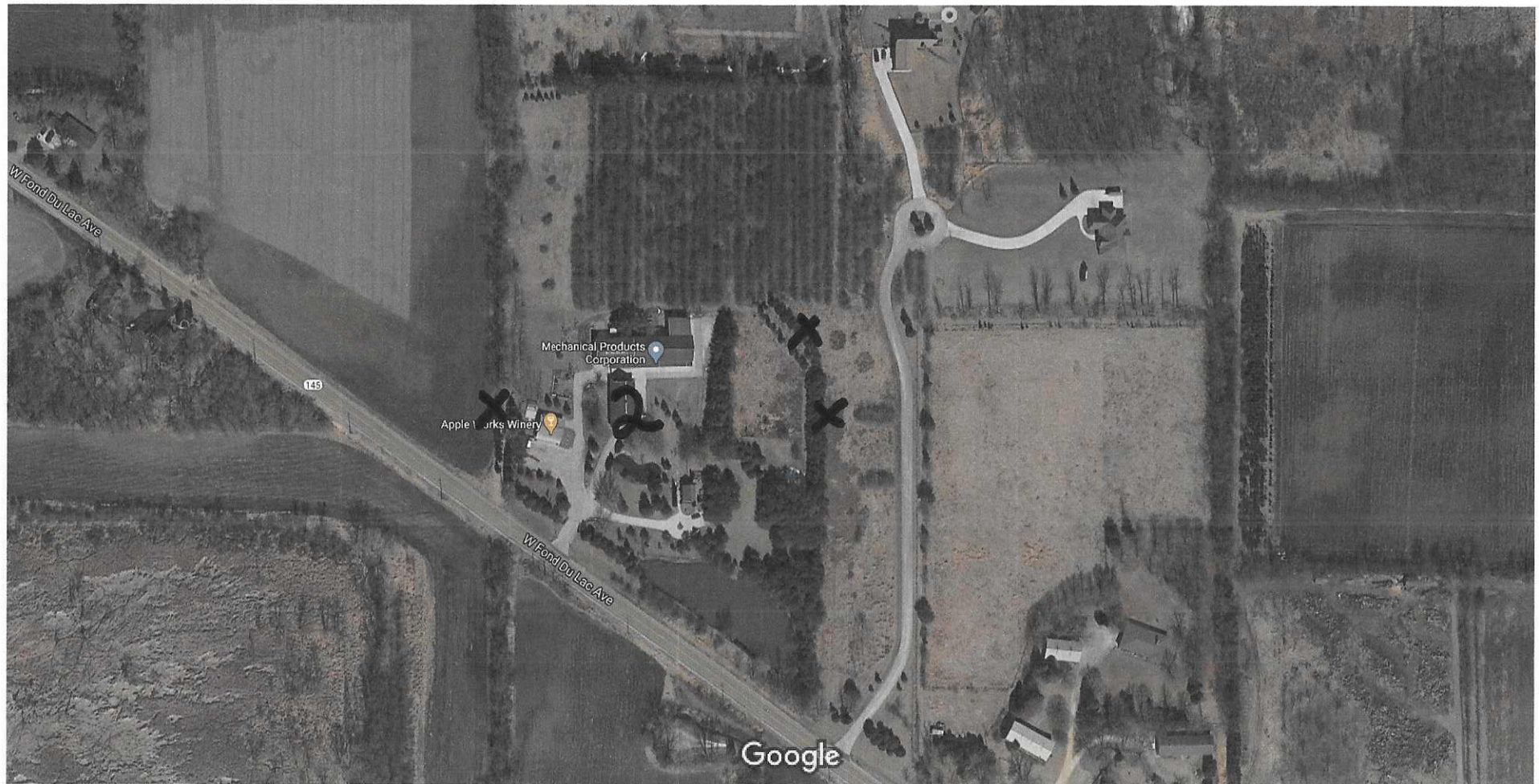
SHEET NUMBER:

A3

Google Maps

#5

12/2/20



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, Map data ©2020 100 ft

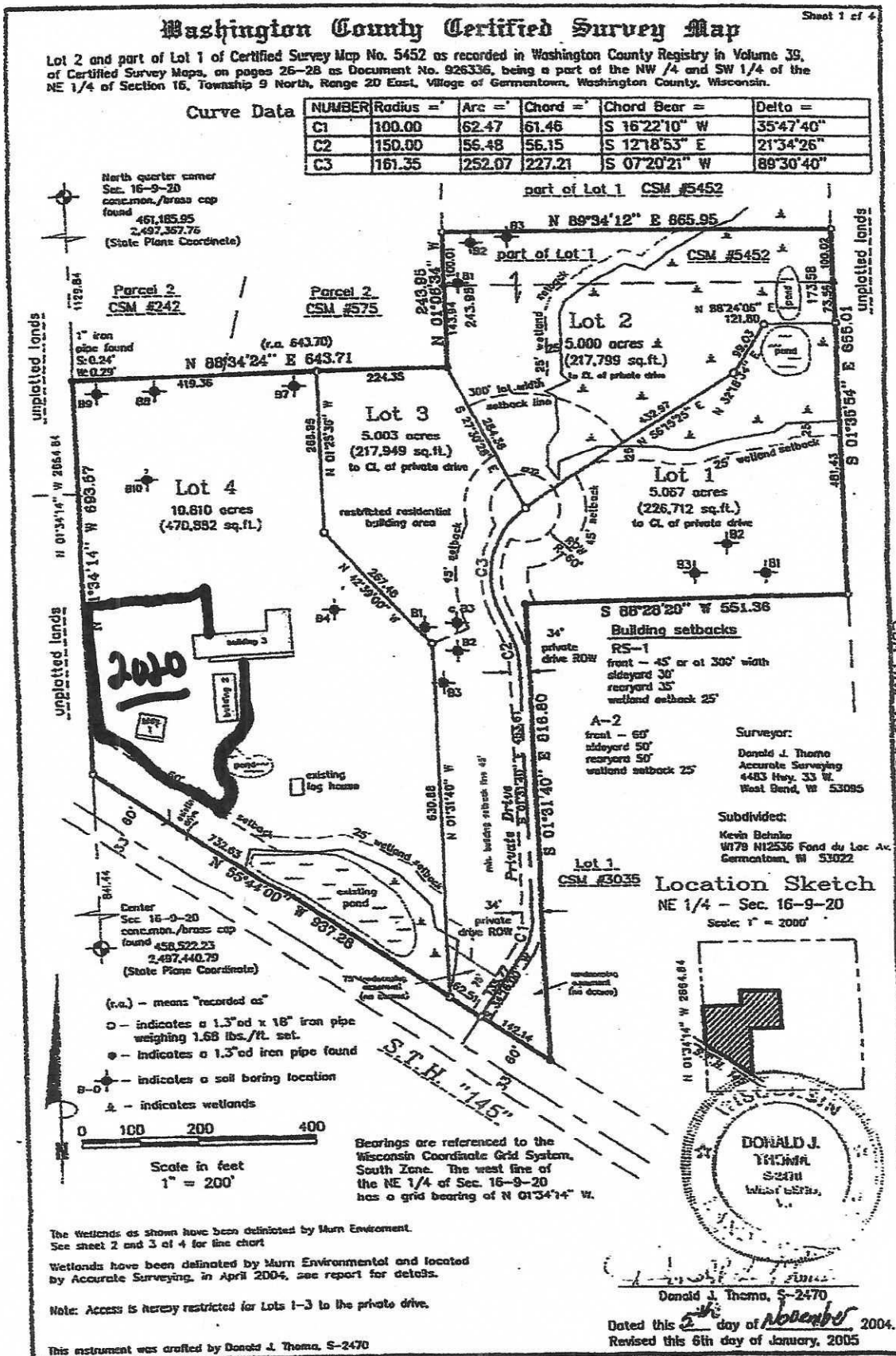
BUILDING #2

DISTANCE TO LEFT LOT LINE
 " " RIGHT " "

250 FT

325 - 350 FT

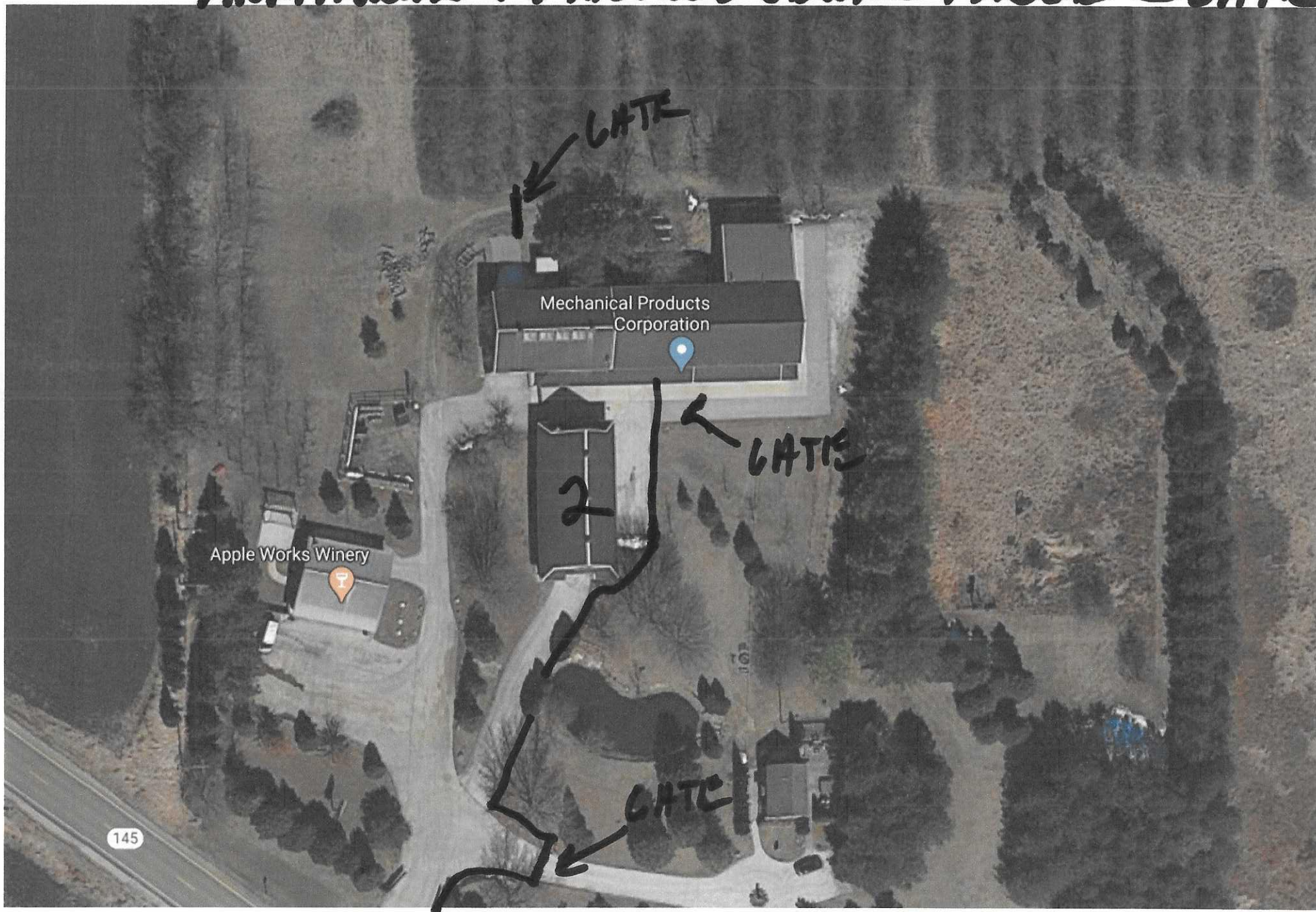
#5B



2020 NEW ARDEN MARKED IN SITUATION ALL ACTIVITIES

DCH 1076149

ADDITIONAL + EXISTING CEORAL FENCE & GATE





REDUCE NOISE TRANSMISSION WITH XTRM-PLY™ SOUNDSAFE™

Engineered Polymer Technologies' line of SoundSafe products is specially designed to act as an acoustic barrier, reducing noise transmission through floors, walls and ceilings. SoundSafe is a smooth, reinforced High Density Mass Loaded Vinyl (MLV) ideal as an acoustic wrap for machinery, equipment and ductwork. Typical application consists of applying SoundSafe over studs, joists or suspended ceilings. The product can be screwed, stapled, nailed or hung like a curtain using grommets.

ACOUSTIC PERFORMANCE	TRANSMISSION LOSS (dB)	ACTUAL INDEPENDENT TEST RESULTS W/ DRYWALL CONSTRUCTION (dB)
FREQUENCY (HZ)	1# BLACK	1# BLACK
125	9	20
250	15	36
500	21	40
1000	27	49
2000	33	47
4000	39	54
STC	25	41

EPT

For more information on SoundSafe Acoustic Barrier, call us at
or visit

TENSILE

ASTM-D412,
1500 psi AVERAGE

ELONGATION

ASTM-D412, 35% AVERAGE

FLAMMABILITY

UL 94

TEAR

TRAPEZOID ASTMD-751, 70lbs.

HARDNESS

ASTM-2240, 83+/-5 SHORE
A DUROMETER

SERVICE TEMPERATURE

-20 F TO 225 F

SUSTAINABLY MADE

*E-84 Fire-Rated Available
Upon Request.



Black, Reinforced

1/8" 1.0 lb/sq.ft.
Standard roll size: 54" x 20' /
90 sf; 48"x20"/80 sf
(for use for 16" studs)

N 00°34'24" E 643.71

Site Plan 9/18/20

Site Plan dated 9/18/20

unplotted lands

N 01°34'14" W 693.57

810

Lot 4
10.810 acres
(470,882 sq.ft.)

N 01°25'39" W
288.95

Lot 3
5.003 acres
(217,949 sq.ft.)
to CL of private drive

300' lot width setback R

restricted residential building area

Building 3

building 3

Building 1



Building 2



Building 4



existing log house



existing pond

Center
Sec. 16-D-20
conc.man./bross cap
found 458,522.23
2,487,440.79
(State Plane Coordinates)

(r.d.) - means recorded as

O - indicates a 1.3" od x 18" iron pipe
weighing 1.68 lbs./ft. set.

N 01°31'40" W
620.89

min. building setback line 45'

Private Drive

S 01°31'40" E 816.80

private drive ROW

34'

45' setback

C3

C2

C1

142.1

**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

VILLAGE OF GERMANTOWN

RESOLUTION NO. 02-2021

A RESOLUTION DISALLOWING THE CLAIM OF
CAROL VACHALEK FOR WATER DAMAGE

WHEREAS, on January 24, 2020, Carol Vachalek filed a notice of circumstances of claim for water damage to her basement at W150 N10169 Summer Hill Ct.; and

WHEREAS, Carol Vachalek filed a claim for the same on February 9, 2021; and

WHEREAS, the claim was forwarded to the Village's insurance carrier, who has reviewed the claim and recommended that the Village disallow the same;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown that the claim of Carol Vachalek described above is hereby disallowed as that term is used in Wis. Stat. § 893.80.

BE IT FURTHER RESOLVED that the Village Clerk is directed, pursuant Wis. Stat. § 893.80(1g), to provide Carol Vachalek with written notice of disallowance.

Introduced by: _____

Adopted: February 15, 2021

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC
Village Clerk



P.O. Box 327
Brookfield, WI 53008-0327
Phone 855.495.1800
FAX 888.992.6122 Commercial Lines Underwriting,
Marketing, Risk Improvement
FAX 888.992.6123 Personal Lines Underwriting
FAX 888.992.6125 Claims
FAX 888.992.6126 General, Accounting, Audit,
Records
www.emcins.com

February 2, 2021

Carol Vachalek
W150N10169 Summer Hill Ct.
Germantown, WI 53022

RE: Claim Number: 1573572
 Claimant: Carol Vachalek
 Insured: Village of Germantown
 Date of Loss: Unknown-Ongoing
 Location: W150N10169 Summer Hill Ct.

Dear Ms. Vachalek:

I am following up my letter dated January 30, 2020 (copy enclosed). It has been brought to my attention that you recently inquired with the Village of Germantown whether a claim can still be pursued against the Village of Germantown.

Pursuant to Wisconsin Statute 893.80(1d)a., you will need to send a letter to the clerk of the Village of Germantown via certified or registered mail that you are making a claim under State of Wisconsin Statute 893.80. Your letter needs to include the supporting documents as to why the Village of Germantown is at fault and an itemization of your damages.

Upon receipt the Village will review and respond to your claim notice.

Sincerely,

Joseph Utic CPCU, AIC
Sr. Claims Adjuster
EMC INSURANCE COMPANIES
855-495-1800, ext. 3968; direct dial 262-717-3968
joe.r.utig@emcins.com



P.O. Box 327
Brookfield, WI 53008-0327
Phone 855.495.1800
FAX 888.992.6122 Commercial Lines Underwriting,
Marketing, Risk Improvement
FAX 888.992.6123 Personal Lines Underwriting
FAX 888.992.6125 Claims
FAX 888.992.6126 General, Accounting, Audit,
Records
www.emcins.com

January 30, 2020

Carol Vachalek
W150N10169 Summer Hill Ct.
Germantown, WI 53022

RE: Claim Number: 1573572
 Claimant: Carol Vachalek
 Insured: Village of Germantown
 Date of Loss: Unknown-Ongoing
 Location: W150N10169 Summer Hill Ct.

Dear Ms. Vachalek:

We are the liability insurance carrier for the Village of Germantown and I am handling a liability claim for our insured for an active sump pump and foundation damage at your residence located at W150N10169 Summer Hill Court in Germantown.

Based upon our investigation, our insured received a call from you reportedly in 2014 regarding standing water in your yard that you suspected was coming from your neighbor's downspout. Upon receiving the call, the Village Water Utility investigated and could not determine the source of the surface water. Since the area of concern was on private property the Village had no authority other than to check their own water lines for possible leaks. The Village investigated and detected no leaks. Over the years, you have reported issues with an active sump pump. The Village investigated and found no physical evidence of a possible water source for your active sump pump issue. In August of 2019, your neighbor located at W150W10145 reported a loss of water pressure. The Village Water Utility immediately responded and determined that the homeowners personal water service line broke and required repair. This section of water service line is the responsibility of the homeowner and not the responsibility of the village.

At this time, the source of the issue causing settlement issues with your foundation is unknown.

The policy under which this claim was submitted is one of liability insurance. It is our obligation to pay only for claims for which our policyholder is legally responsible.

In addition, the Village of Germantown is immune from liability under Wisconsin Statute 893.80(4), also known as the government immunity statute. The Wisconsin Supreme Court in Milwaukee Metropolitan Sewage District v. City of Milwaukee has ruled that

decisions concerning the adoption, design and implementation of a public works system are discretionary, legislative decisions for which a municipality is immune.

We do not feel there was any negligence on the part of our policyholder.
Therefore, we will be unable to assist you with payment of this claim.

Since this matter involves a municipality, to challenge our decision, you will need to send the Village of Germantown a letter that you are making a claim under State of Wisconsin Statute 893.80. Your letter needs to include the supporting documents as to why the Village of Germantown is at fault and an itemization of your damages.

Sincerely,

Joseph Utic
Sr. Claims Adjuster
EMC INSURANCE COMPANIES
855-495-1800, ext. 3968; direct dial 262-717-3968
joe.r.utic@emcins.com

Village Clerk
N112 W17001 Mequon Road
PO Box 337
Germantown, WI 53022

RE: Claim Number 1573572
Location: W150 N10169 Summer Hill Ct.

My name is Carol Vachalek and I am making a claim under State of Wisconsin Statute 893.80. My initial claim was made in January 2020, and this claim is a follow-up after the work has been concluded on my home.

I am attaching supporting documents of the damages and expenses along with timelines to explain why Germantown is responsible for the damages and subsequent repairs to my basement.

My neighbors, Daniel & Michelle Kuenn, W150 N10145 Summer Hill Ct., called the village in August 2019 to report their water pressure was very low. Five large trucks from the village came out and leaking pipes were repaired. The cost was absorbed by Germantown to fix the lateral pipe leak. The Kuenns were responsible only for the driveway repairs because the water main was under their driveway. And no permit was needed. Within 3 hours the flow to my sump pump stopped and never returned. Michelle told me at the time it was Germantown's responsibility/fault. This indicates negligence on the village of Germantown.

Prior to the repair:

About 5 years ago I called Germantown to report a substantial amount of standing water next to my house. An engineer came out to check it and he said, "When you figure out where it's coming from, call me back." I feel he was negligent in finding the source of the problem himself.

During that time and for quite a while, my sump pump ran continuously and I didn't know why, but I was very concerned that it was connected to the standing water somehow. In 2019 the sump pump ran even more and couldn't keep up. The water drainage was causing the street (Raintree) to flood and freeze over at the bottom of the hill (Windsong West) on the street and my neighbor's driveway. I still didn't know what was causing this, and the village didn't help.

Several plumbers were needed to repair and replace my sump pump. During this time I had Dave from Dependable Sewer and Drain Cleaning check my underground tubing due to heavy water flow. He replaced some of the tubing, but also didn't know the source of the water drainage.

The day the Village of Germantown repaired the water main pipe at the Kuenns' house, my water flow problem stopped. This leads me to believe that the source of my problems were due to the village piping and the negligence of the village's initial dismissals of my concern. Because of this I needed over \$20,000 of repairs on my basement walls that were affected by the leaking water causing reduced pressure to the Kuenns.

Carol Vachalek
262-251-7815
heda@wi.rr.com



Attachments: Timeline of Events
Timeline of Expenses
Supporting documents, invoices and photos

ALERT: USPS IS EXPERIENCING UNPRECEDENTED VOLUME INCREASES AND LIM...

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 70192970000156788174

Remove X

Your item was delivered at 10:15 am on February 9, 2021 in GERMANTOWN, WI 53022.

 **Delivered**

February 9, 2021 at 10:15 am
Delivered
GERMANTOWN, WI 53022

Get Updates ∨

Feedback

Text & Email Updates	∨
Tracking History	∨
Product Information	∨

See Less ^



SUBJECT: WATER DAMAGE TO BASEMENT, FOUNDATION AND PUMPS

CAROL J. VACHALEK, PROPERTY OWNER

W150 N10169 SUMMER HILL COURT

GERMANTOWN, WI 53022

PHONE; 262 251 7815

RECEIVED

JAN 24 2020

RECEIVED

VILLAGE OF GERMANTOWN
CLERK'S OFFICE

FEB -9 2021

VILLAGE OF GERMANTOWN
CLERK'S OFFICE

VACHALEK: TIMELINE OF EXPENSES

CLAIM NUMBER 1573572

Expenses incurred due to Village of Germantown's underground leaking pipe.

12/13/2018	AL'S DISCOUNT PLUMBING First sump pump failure	\$481.00
4/26/2019	WILKES PLUMBING Pump running continuously. Adjust float level. Exchange pump motor	\$146.20
7/2/2019	WILKES PLUMBING Installation of new 1/2 HP Sump Pump	\$199.33
7/29/2019	DEPENDABLE DAVE: Sewer and drain cleaning due to two drains full of mud collapsed. Section replaced. (see attached bill)	\$860.00
2/15/2020	McCOY CONTRACTORS (down payment): (Estimates from other contractors were 3x McCoy's)	\$1,000.00
4/15/2020	McCOY CONTRACTORS (balance due): (Includes permit \$78)	\$13,578.00
4/15/2020	McCOY CONTRACTORS (cash payment) Additional work needed. Signed receipt attached	\$4,000.00
4/14/2020	J. HARNED PLUMBING LLC. Rerouting of pipes Bill attached	\$875.00

TOTAL EXPENSES: \$ 21,139.53

3686

CHECK LIST		QTY.	ITEM OR PART DESCRIPTION	UNIT	AMOUNT
☐	WATER HEATER				
☐	ELEMENTS				
☐	THERMOSTAT				
☐	RELIEF VALVE				
☐	DIP TUBE				
☐	ELECTRICAL CONN.				
☐	GAS WATER HEATER				
☐	THERMOCOUPLE				
☐	BURNER				
☐	CONTROL (GAS)				
☐	FLUE PIPE				
☐	RELIEF VALVE				
☐	TOILET				
☐	BALL COCK				
☐	FLAPPER				
☐	SUPPLY LINE				
☐	WAX SEAL & CLOSET BOLTS				
☐	DRAIN CLEANING				
☐	KITCHEN SINK				
☐	WASHER LINE				
☐	MAIN LINE				
☐	LAVATORY LINE				
☐	TUB OR SHOWER				
☐	KITCHEN SINK				
☐	SINK FAUCET				
☐	SINK DRAIN				
☐	GARBAGE DISPOSAL				
☐	AIR GAP				
☐	D/W CONNECTIONS				
☐	TUB & SHOWER				
☐	TUB VALVE				
☐	TRIP LEVER				
☐	SHOWER DIVERTER				
☐	TUB OR SHOWER DRAIN				
☐	NEW CONSTRUCTION				
☐	CRAWL SPACE ROUGH DRAINAGE P.S.I.				
☐	SLAB ROUGH DRAINAGE P.S.I.				
☐	TOP OUT DRAINAGE P.S.I.				
☐	SEWER OR SEPTIC DRAINAGE P.S.I.				
☐	WATER P.S.I.				
☐	PRESSURE REGULATOR				
☐	BOOSTER PUMP				
☐	FINAL				
☐	COMMERCIAL REPAIR				
☐	FLOOR DRAINS				
☐	D/WASHER BOOSTER				
☐	GREASE TRAP				

Plumbing
REPAIR
SERVICE

AL'S DISCOUNT PLUMBING LLC

When honesty matters!

4245 S. 81st Street
Greenfield, WI 53220
(414) 321-SAVE

DATE 12/12/19

DATE ORDERED / /

DATE SCHEDULED / /

PHONE

NAME CAROL VACHALEK

STREET W150 N10169 SUMMER HILL CT

CITY GERMANTOWN STATE ZIP

MAKE MODEL SERIAL NUMBER

WARRANTY ☐ CONTRACT ☐ SERVICE CONTRACT ☐ NORMAL ☐ RES. ☐ COMM. ☐

TOTAL MATERIALS

DESCRIPTION OF WORK / SERVICE

provide and Replace upright sump pump - ALSO install new silent check valve

PAID IN FULL CK # 2130

LABOR	HRS.	RATE	AMOUNT	TERMS
TOTAL LABOR				

WORK ORDERED BY

I hereby acknowledge the satisfactory completion of the above described work.

X SIGNATURE DATE

Thank You

TOTAL MATERIALS	TOTAL LABOR	TAX	OTHER CHARGES	TOTAL
				481.00

WILKES PLUMBING, INC.

PO Box 641
Slinger, WI 53086 US
262-644-7045
caroline@wilkesplumbing.com

Invoice**BILL TO**

Carol Vachalek
W150N10169 Summer Hill Ct
Germantown, WI 53022

SHIP TO

Carol Vachalek
W150N10169 Summer Hill Ct
Germantown, WI 53022

INVOICE #

24513

DATE

04/26/2019

TOTAL DUE

\$0.00

TERMS

Due on receipt

ENCLOSED**P.O. NUMBER**

sump pump

DATE

04/25/2019

ACTIVITY

Plumbing

DESCRIPTION

Adjusted float level in pedestal sump
pump to not run as often.
Installation of hose to end of sump
pump discharge pipe (black
corrugated)

QTY

1

RATE

146.20

AMOUNT

146.20

Trip 59.95

Labor 86.25

Net Balance Due 146.20

As required by the WI Construction Lien Law, Builders hereby notifies owner that persons or companies furnishing labor or material for the construction on owner's land may have lien rights on owner's land and building if not paid in full. If legal action is commenced to collect amounts due hereunder, the customer shall pay Wilkes Plumbing Inc. reasonable attorneys fees and cost of collection. Past Due amounts are subject to a finance charge at the maximum rate allowed by state law or 6% whichever is greater.

PAYMENT**BALANCE DUE**

146.20

\$0.00

WILKES PLUMBING, INC.

PO Box 641
Slinger, WI 53086 US
262-644-7045
caroline@wilkesplumbing.com

Invoice

BILL TO
Carol Vachalek
W150N10169 Summer Hill Ct
Germantown, WI 53022

SHIP TO
Carol Vachalek
W150N10169 Summer Hill Ct
Germantown, WI 53022

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
24792	07/02/2019	\$0.00	Due on receipt	

P.O. NUMBER
Sump Pump

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/27/2019	Plumbing	Saturday 04/27/2019	1	199.33	199.33

Installation of new Little Giant 6CIA
1/3hp submersible sump pump.

Trip 69.95
Labor 129.38
Pump - No Warranty
Net Balance Due \$199.33

As required by the WI Construction Lien Law, Builders hereby notifies owner that persons or companies furnishing labor or material for the construction on owner's land may have lien rights on owner's land and building if not paid in full. If legal action is commenced to collect amounts due hereunder, the customer shall pay Wilkes Plumbing Inc. reasonable attorneys fees and cost of collection. Past Due amounts are subject to a finance charge at the maximum rate allowed by state law or 6% whichever is greater.

PAYMENT
BALANCE DUE

199.33
\$0.00

Dependable Sewer and Drain Cleaning

Invoice

3903 Hwy C
West Bend, WI 53095
262-844-9879

Date	Terms	Invoice #
7/29/2019	Net 30	8748

Bill To:

Carol Vachalek
W150N10169 Summer Hill Ct
Germantown, WI 53022

Jobsite

251-7815

Item	Description	Rate	Amount
co	Inspected from the 4" sump pump discharge out 11'. Found a crushed pipe. Inspected the 3" laterals coming in to the sump crock from the crock back 75' both directions. Both lines are clean and in great condition.	395.00	395.00
camera	Inspected from the sump pump discharge outside out 9'. Found a crushed 4" corrugated pipe. Dug down to repair the pipe. Located the end of the pipe. Found a second area that was crushed at 48' out. Both areas were damaged when the sprinkler line was installed.	485.00	485.00
senior	Senior discount	-20.00	-20.00
note	Sump crock install: eric hagen plumbing:251-4151	0.00	0.00
		Total	\$860.00

McCoy

CONTRACTORS

230 North 126th Street, Brookfield, WI 53005
Phone 262-781-4045

Owner's Name	Carol Vachalek		
Address	W 150 N 10169 Sunset Hill Ct		
City/Zip	Greenwood W.		
Tele. No.	262-251-7815	Date	8/27/19

PRE-JOB CHECKLIST

McCoy To Do	Owner To Do	DESCRIPTION
		WHERE OUTSIDE WORK WILL BE PERFORMED
		Obtain permits – McCoy to apply for and pick up. Customer to pay.
		Obtain neighbor's permission for access
		Remove/Replace shrubs, bulbs, trees
		Remove/Replace fences, stairs, awnings, lawn furniture
		Remove/Replace plumbing (underground sprinklers, pool pipes)
		Remove/Replace electrical (cable to yard lights, garages, buildings)
		Remove/Replace landscape (patio black, timber, decks, planters)
		Remove/Replace air conditioning condensor
		Lock up pets
		Other
		Other
		WHERE INSIDE WORK WILL BE PERFORMED
		Obtain permits – McCoy to apply for and pick up. Customer to pay.
		Clear 5 ft. area along walls
		Remove/Replace paneling, stairs, shelving, drywall, bars, cabinets
		Remove/Replace oil tank, well tank, sinks, tubs, toilets, waterheater, pipes
		Remove/Replace electrical outlets, switches, conduits, fusebox
		Remove/Replace carpet, floor tile
		Remove/Replace any interior partitions
		Remove/Replace ceiling tile
		Remove/Replace heat ducts
		Cover furniture and personal belongings
		Lock up pets
		Other
		Other

--OWNER TO ALERT FOREMAN ON JOB AS TO LOCATION OF ANY BURIED PLUMBING OR ELECTRICAL LINES NOT MARKED BY DIGGER'S HOT-LINE, INCLUDING SEPTIC LINES, ELECTRICAL & PLUMBING TO GARAGE, GARDEN, LIGHT POLES, POOLS, ETC.

--PLEASE ATTEMPT TO CUT ANY LAWN BEFORE START SO WE CAN THOROUGHLY RAKE UPON COMPLETION.

PLEASE DO NOT WATER LAWN FOR 3 DAYS PRIOR TO MCCOY STARTING ANY OUTSIDE WORK.

Analyst's Signature

Owner's Signature

**4230 NORTH 126th STREET
BROOKFIELD, WISCONSIN 53005
262-781-4045**

**MILWAUKEE'S
OLDEST & LARGEST
FOUNDATION SPECIALIST**

OWNER Carol Kuchel PHONE 36-5178 DATE 8-6-77

ADDRESS W150 N10169 Sanger Hill Ct ZIP

Carapace *100* PAGE OF PAGES

AGE OF BLDG. ____ YRS.	OWNED FOR ____ YRS.	PROBLEMS FOR ____ YRS.	CONSTRUCTION	DEPTH ____ FT.	DRAIN TILE	SUMP PUMP
---------------------------	------------------------	---------------------------	--------------	-------------------	------------	-----------

ANALYSIS Wall movement for a total of 100 years

McCOY CONTRACTORS, INC. HEREINAFTER REFERRED TO AS McCOY, PROPOSES TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PERFORM THE FOLLOWING WORK. EXCLUDING ELECTRICAL, PLUMBING AND AIR CONDITIONING.

Excavation Procedure

- ☐ Excavate area(s) to footings - "////"
- ☐ Straighten wall(s) best as possible.
- ☐ Patch exterior cracks.
- ☐ Replace blocks where necessary.
- ☐ Tuckpoint interior cracks (where repaired).
- ☐ Flush bleeder tiles for proper drainage.
- ☐ Backfill 80% stone and 20% top soil.
- ☐ Create positive grade away from wall(s).



Reinforcement

- ☐ Reinforce wall(s) with vertical steel columns,
bolt to floor joists/footings or floor.
(Install approximately _____ centers.)
- ☐ Rebuild foundation wall(s) where shown.
- ☐ Other:

Drain Tile Installation

- ☐ Install inside drain tile where sown - "XXX".
- ☐ Install exterior drain tile where excavated.
- ☐ Install crock.
- ☐ Supply sump pump.

Concrete, Stoops and Footings

- ☐ Remove/replace concrete where shown.
- ☐ Remove/replace stoops where shown.
- ☐ Install concrete footings under concrete next to foundation wall(s).
- ☐ Other: _____

STARTING DATE _____ COMPLETION DATE _____
 CONTRACTOR GUARANTEES FOR A PERIOD OF _____ YEARS THE REPAIR
 OR REPLACEMENT OF ANY DEFECTIVE WORK AT NO ADDED COST.
 CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY FOUNDATION
 SETTLING AND CRACKING AS A RESULT OF SUB-SOIL MOVEMENT. THE
 GUARANTEE DOES NOT COVER DAMPNESS ON THE BASEMENT WALLS
 OR FLOOR

I HAVE READ THE REVERSE SIDE OF THIS PROPOSAL AND UNDERSTAND THIS AGREEMENT IS SUBJECT TO THOSE CONDITIONS. THE CONDITIONS, SPECIFICATIONS, PRICES AND TERMS ARE SATISFACTORY AND HEREBY ACCEPTED.

ACCEPTED Mark V. Smith DATE 1-15-82

DATE _____

ESTIMATOR Al. F. F. F. APPROVED BY _____ DATE _____

FOR McCOY CONTRACTORS, INC.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS

McCoy Contractors Inc

4230 N. 126 Street
Brookfield, WI 53005

Invoice

DATE	INVOICE NO.
2/25/2020	14457

BILL TO
Carol Vachaleck W150N10169 Summer Hill Ct Germantown, WI 53022

ITEM	DESCRIPTION	AMOUNT
Beams Permit Fee		14,500.00 78.00
Total		\$14,578.00

WAIVER OF LIEN

April 16, 2020

For value received, We hereby waive All rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for Carol Vachaleck owner,

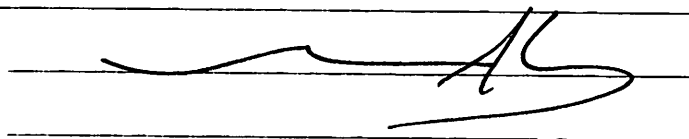
by McCoy Contractors contractor,

for Foundation Repair \$14578.⁰⁰

same being situated in Washington County, State of Wisconsin, described as

WISD N10169 Summer Hill Ct
Germantown, WI 53022

for all labor, services, materials, plans or specifications performed, furnished or procured by undersigned for the erection, construction, alteration or repair of said building and appurtenances, except, None



McCoy Contractors Inc
4230 N. 126 Street
Brookfield, WI 53005

4/15/2020

Carol Vachaleck
W150N10169 Summer Hill Ct
Germantown, WI 53022

						Amount Due	Amount Enc.
						\$0.00	
Date	Transaction					Amount	Balance
02/13/2020	Balance forward						0.00
02/17/2020	PMT #2457.					-1,000.00	-1,000.00
02/25/2020	INV #14457. --- Beams \$14,500.00 --- Permit Fee \$78.00					14,578.00	13,578.00
04/13/2020	PMT					-13,578.00	0.00
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due		
0.00	0.00	0.00	0.00	0.00	\$0.00		

McCoy Contractors Inc
4230 N. 126 Street
Brookfield, WI 53005

Statement

Date
4/15/2020

To:
Carol Vachaleck W150N10169 Summer Hill Ct Germantown, WI 53022

		Amount Due	Amount Enc.		
		\$13,578.00			
Date	Transaction	Amount	Balance		
02/13/2020	Balance forward		0.00		
02/17/2020	PMT #2457.	-1,000.00	-1,000.00		
02/25/2020	INV #14457.	14,578.00	13,578.00		
	--- Beams \$14,500.00				
	--- Permit Fee \$78.00				
Paid in full By Checks # 2492 # 2493 Permit					
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	13,578.00	0.00	0.00	\$13,578.00

I, Carl Vachek ~~paid~~ gave
\$4,000 cash

Paid to Al, ^{Laubach} McCoy's
for xtra work -

@ WISO N10169 Summit Hill
Bermontown, WI Ct.

on. April 15th, 2020
on Basement Repair.

D. Al Laubach

J Harned Plumbing LLC

1423 Parry Ln.
Hartland, WI 53029
414-839-5193

Invoice

Date	Invoice #
4/14/2020	1833

Bill To
Carol Vachaleck W.150 N.10169 Summer Hill Ct. Germantown, WI 53022

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
RM20036P	Due on receipt		4/14/2020			

Quantity	Item Code	Description	Price Each	Amount
1	14 Plumbing	Price estimated over the phone per pictures: 1. Plumber cut out 3" drain near sump pump and 1 1/2" vent. 2. Plumber rerouted the drain to the drain stack to make room for the beams. 3. Plumber cut out 1 1/2" kitchen sink drain and rerouted. 4. Plumber cut out the laundry tub drain and rerouted. 5. Plumber cut out 3" drain hung on foundation wall, turned corner by the garage to reroute due to two walls of beams. 6. Plumber cut out 1/2" copper waterline to reroute to make room for beams	875.00	875.00
Total				\$875.00

Summer 2014 - I called to ask a Germantown Water Dept engineer to check out standing water on my lot line. I thought the water came from my neighbor who had his downspouts aimed toward the lot line.

Two engineers looked at the standing water and said it wasn't from the neighbor's downspouts. They said the downspout water would hit the lot line and follow the line to the back of my lot.

I asked the engineer then where did all this water come from, and he replied, "you dig this up and when you find out let me know."

I ask my neighbor, Debbie Bardeli, who had half the water on her side of the lot line. She said she couldn't help me, or wouldn't help me.

The next 3 months, until fall, I asked 3 landscapers to help me dig to find out and they refused because they wouldn't dig on a lot line. My sump pump ran every few minutes, and I couldn't get anyone to help. Sump pump ran so much underground, it started to back up. The tubing underground apparently got blocked. Seemed to work for 18 years, even tho Dependable Dave found out two places had been cut by the sprinkler underground people. But, force of all the water caused the cut areas to fill with mud.

We converted the sump pump water to above ground draining, and added 4 continued hoses to direct the water to the street.

Summer – June 2015 - My husband got bladder cancer and for the next two years, I took care of him. The sump pump was running every 90 seconds by then. I ignored the constant running of the pump because no one was able to help me.

April 2017 – My husband died, and at that time the pump ran the same pace for the year, and thru the year of 2018.

Fall 2018 – Pump was running every minute, poured into the street and flooded the corner of Raintree and Windsong West and when it froze, Germantown salted the corner, but ignored the water pouring out of the hose at my lawn. *See Pictures: Exhibit A*

December 2018 - 3 am: My pump started on fire in the basement and the pipe broke and the water put out the fire, but my basement flooded. I shut off the water to the house and called a plumber. Plumber said I had an overflow of water coming into the pump. "You must be sitting on a spring" was the answer.

Al's Discount Plumbing, 4245 S 81st Street, Greenfield: Cost me \$481.00. Plus cleanup.

April 25th, 2019 - Pump was making noise, but Al's Plumbing refused to come back. I called Wilkes Plumbing from Slinger. He adjusted the float and added more hose outside to street: \$146.20. Pump was running every 55 seconds. This lasted 2 days, pump died. Wilkes replaced the pump for \$199.33 and took the new/old pump in exchange.

July 29th, 2019 - At this point water was continuously running out of the pump and my neighbor Dr. John Kraegel came over to tell me he would help me with the water problem. He first called Dependable Dave, who checked my underground pipe system (through a camera) which had been working for 20 years without a problem, and found two sections full of mud. Dave said he spoke to 2 men at Germantown to come check on it: Dependable Dave charged \$860.00. He did a horrible finish to the outside pipe connection. Had to redo the outside connection. He ignored me until I ask Dr. Kraegel to call him. He then fixed the problem outside within 15 minutes.

August, 2019 – Paul Haugen, Superintendent of Water Utility and Scott Weigand came to check on the water situation after Dr. John Kraegel, my neighbor, called the Village and explained that I needed help with the excess water. They checked my meter and the sump pump water was not running through my meter. Scott tested that the water was not coming from my underground pipe of Germantown water. They took samples from the water coming out of the sump pump and Scott later said there was a hint of fluoride in the water coming out of my sump pump. I heard nothing back from Germantown.

See Exhibit E

August 15th, 2019 - I had a pink colored water shut-off notice hung on my door. And 5 large pieces of equipment were parked on my court. Men were digging up my neighbor's driveway, two doors over. 4 hours and 30 minutes later, I turned on my water and my sump pump had stopped, totally. THE NIGHTMARE WAS OVER.

Or so I thought.

But it wasn't; it was just starting again.

I had 3 walls of basement damage; the walls pushed in, walls cracked, and a large movement off the foundation, and I now had to call Batzner's Pest Control since my basement was full of mice which were getting in through the foundation movement. About \$400 to \$500 plus and continuing to pay Batzner's Pest Control on a quarterly charge.

See Exhibits B & C & D

August 27th, 2019 - I called McCoy Contractors, first estimate for damaged walls was \$14,500 "plus" cost of plumber to move pipes for bracing. But only an estimate. More damage has occurred since then.

I was ill for a few weeks and then the holidays.

December 16, 2019 - Called Everdry. Their estimate was \$45,000.

Next up: Mc Coy Contractor is checking my basement Saturday, January 25th, 2020 again to check on the cracks and foundation shift.

Please help me, my homeowners American Family agent and adjuster said I wasn't covered. Denial letter is enclosed.

Dr. John Kraegel, Neighbor, N101 W14968 Raintree Rd. 262 253 1160

Debbie Bardele, Neighbor, W150 N10189 Summer Hill Ct. 262 251 1089

Pictures are included on the following pages.

Also enclosed, are the plumbing bills, Batzner Pest Control findings, and the two estimates from basement Contractors. And my Homeowners rejection letter. Any consideration from Germantown would be enormously appreciated. This has been a nightmare for me, I have been a Germantown resident since 1967. I'm 81 years old, and would like to consider a smaller home. Thank you.



Private
FOR RESIDENCE

ACCIDENT/INCIDENT REPORT FORM (OTHER THAN AUTO)

M3 Insurance Solutions, Inc.
828 John Nolen Drive
Madison WI 53713
T 608.273.0655 F 608.273.1725
www.m3ins.com

Claims Facilitator: Please select:

Company Name: MY CAROL J. VACHALEK - GERMANTOWN RESIDENT

Address: WISCONSIN 10169 SUMMER HILL CT

Employee Completing Report/Title: GERMANTOWN, WI Phone: 262.251.7815

Supervisor: _____ Phone: _____ Date: _____

TYPE OF INCIDENT

☐ Injury to Person (non-employee)

☐ Damage to Company Property

☒ Damage to Other's Property my Property

DATE OF INCIDENT: 2014 to 2019 & 2020

Time: _____ Weather Conditions: _____

Location of Accident/Incident: my Property

Photos Attached? Yes ☒ No ☐ Will follow-up ☒

Manager on duty: _____ Phone: _____

Employee first notified: Summer 2014 By Phone Phone: _____

Police/Fire/Ambulance Department name: _____

What Happened? Two GERMANTOWN engineers checked Standing water area on lot like 5'x5' or did not help me.

Name of person that alerted you of the incident: myself, my husband Phone: _____

& neighbor. DEBBIE Bardeli

INJURY to Person (non-employee):

Name of Injured Person: @ Residence see ABOVE Address: _____

Phone: _____

Approximate Age of Injured Person: _____

Any observable Previous Health Issues? Yes ☐ No ☒ If so, describe: _____

Was Medical Attention sought: Yes ☐ No ☒ When: _____

What is the Injury? _____

PROPERTY DAMAGE:

What was damaged? My Basement & my Foundation - Owner: C. VACHALEK Phone: _____

Estimated Cost of Damage: \$ up to \$30,000 - \$40,000

WITNESSES - Names & Phone Numbers:

Name: Debbie Phone: 262-251-1089 Name: DR JOHN Phone: 253. 1160

Bardeli

Kraegel

(Daughter- Robbin Barnes)
262 366-1513

Paul Haugen 262.253.8254

Tim ACKMAN - 262.797.4160

Scott Weigand - (262) 483-0001 Batzner Pest Control

EXHIBIT A - Fall 2018

E
↑

my house
X



Raintree

↓
W



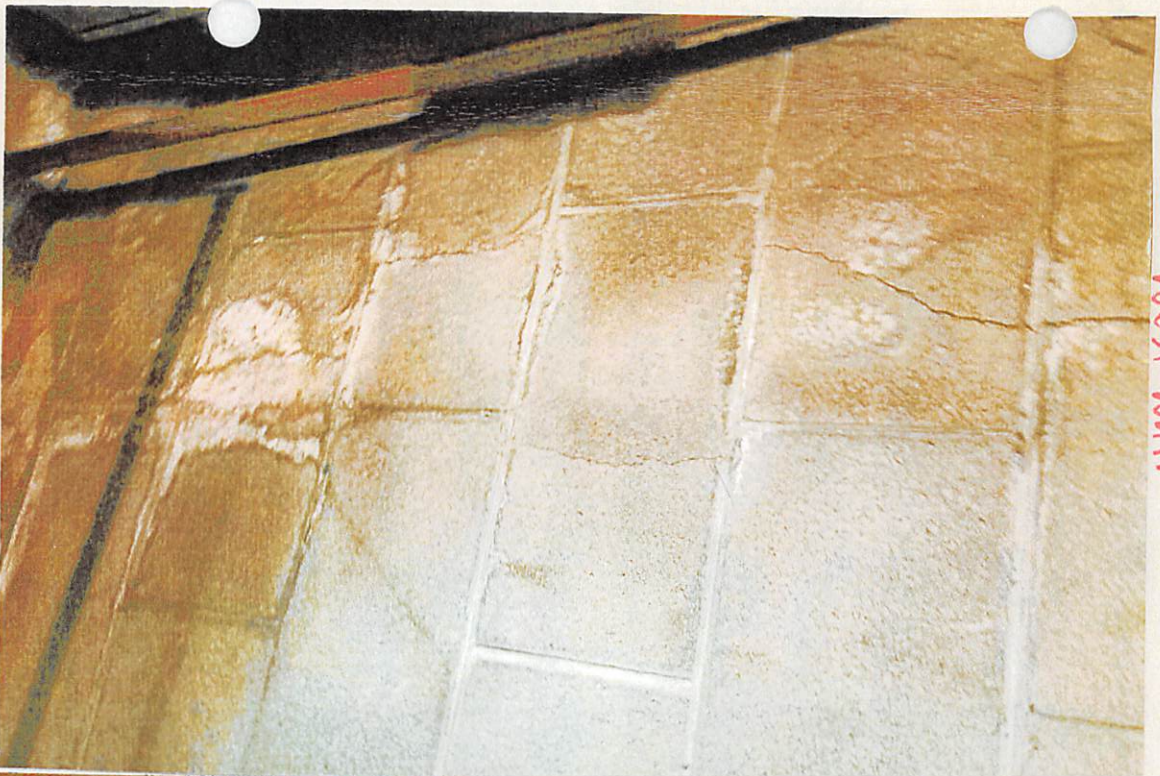
Raintree

RECEIVED

VILLAGE OF GERMANTOWN
CLERK'S OFFICE

EXHIBIT B - AUGUST 2019

West wall



West wall



West
wall



EXHIBIT C - AUGUST 2019

West wall



North wall



EXHIBIT D - AUGUST 2019

SOUTH
WALL

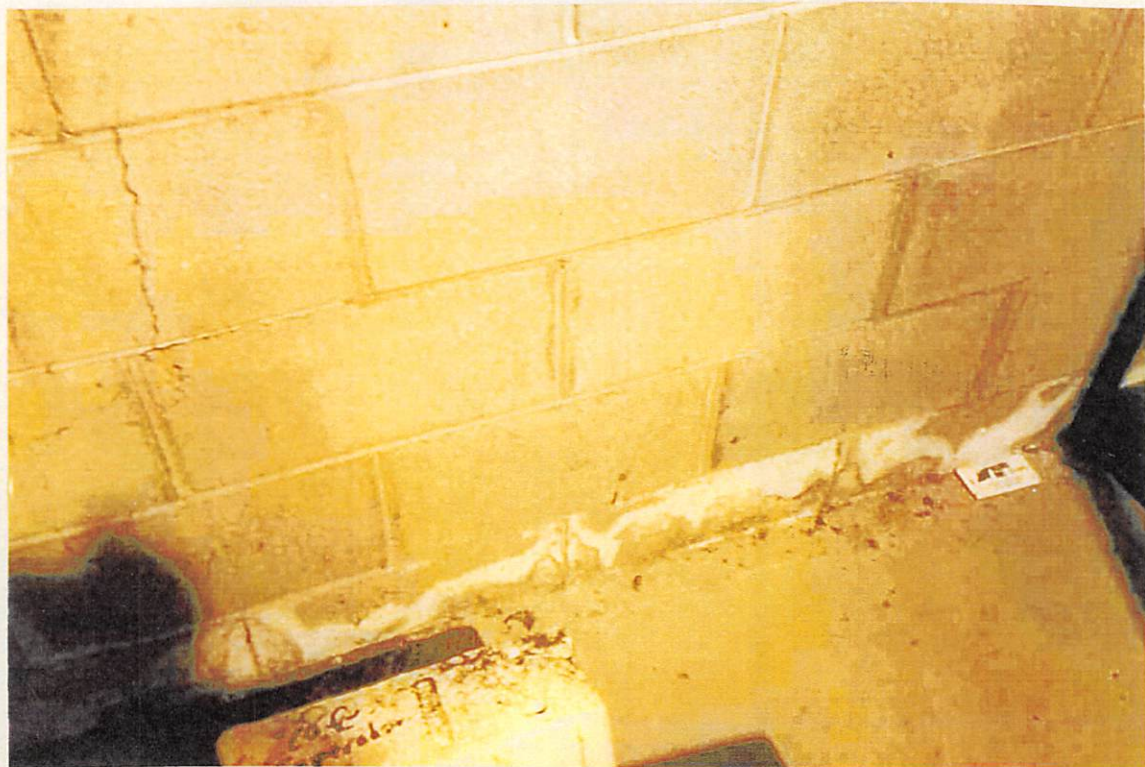
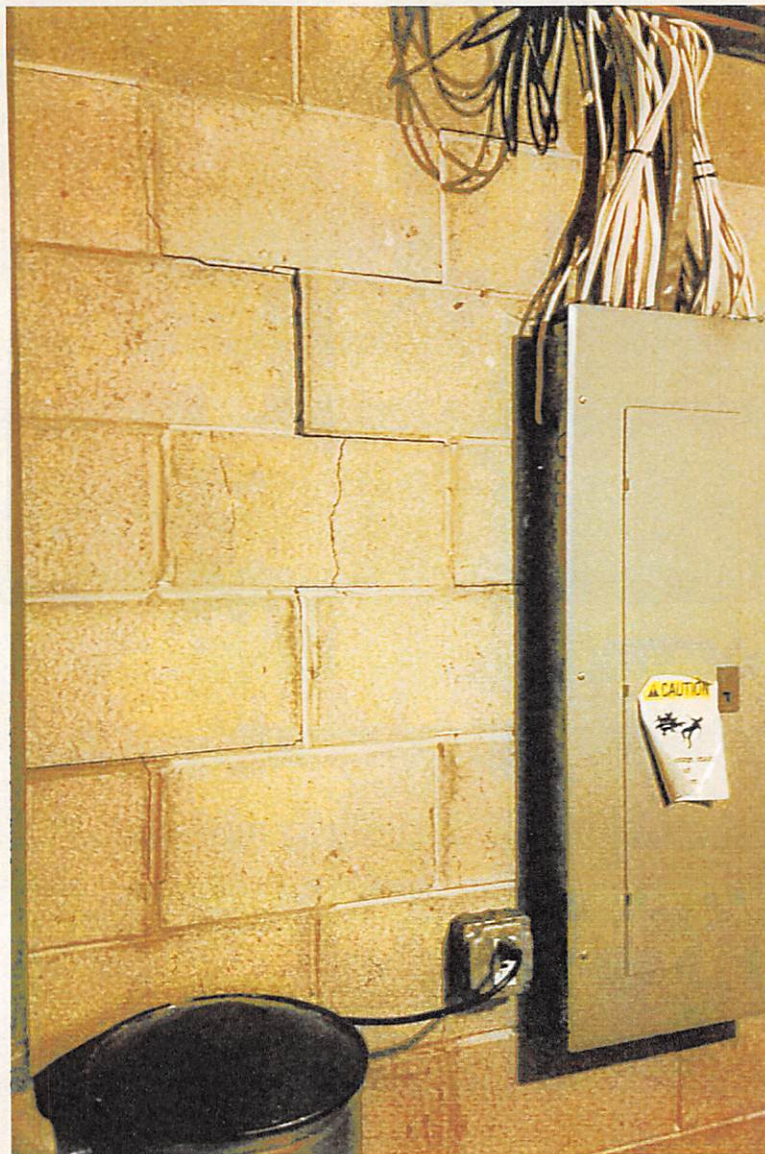


EXHIBIT E - AUGUST 2019



*
WATER SHUT-OFF
DRIVEWAY
← (see blue dot - water cap)

See map →

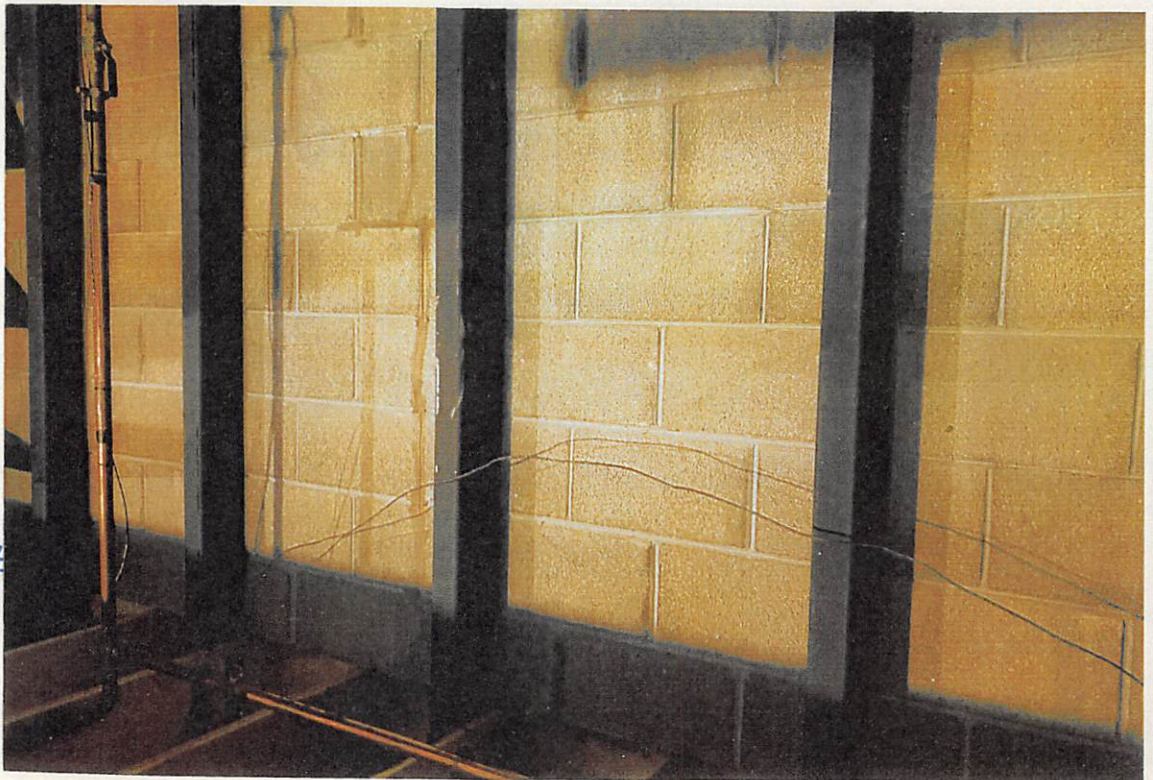
my
↓ HOUSE

WATER
SHUT-OFF →
DRIVEWAY
*





EAST
WALL

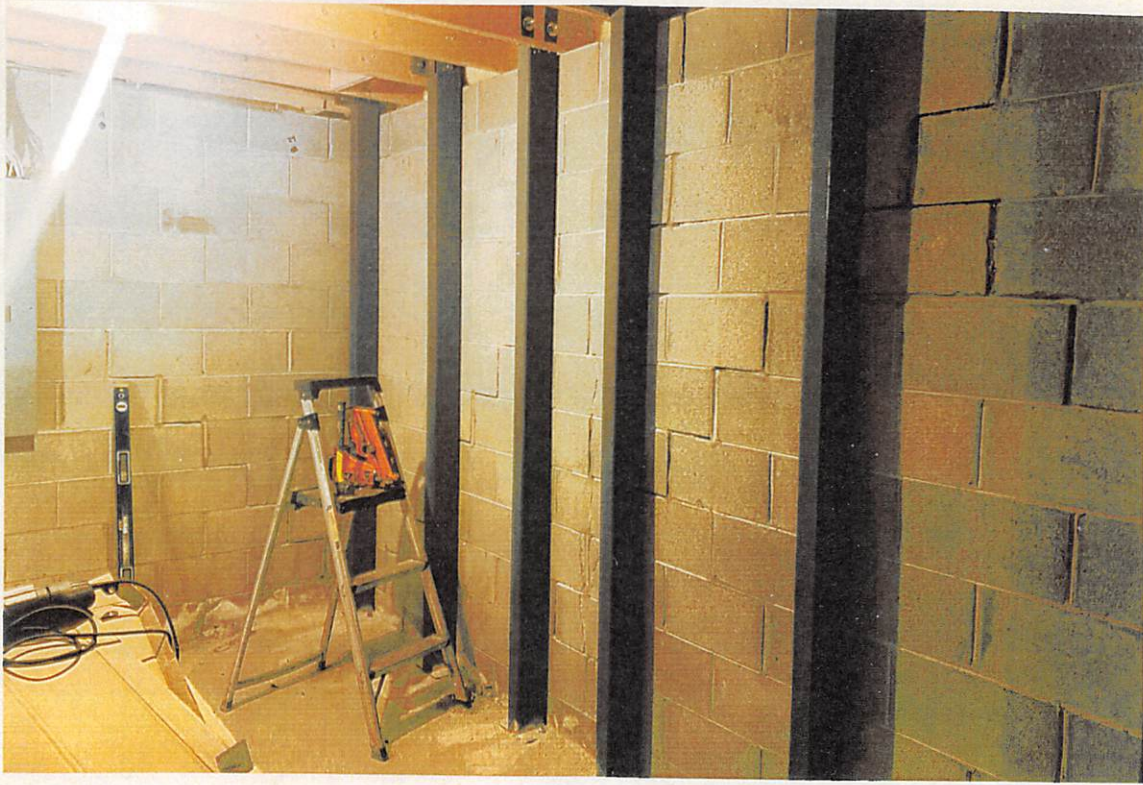


EAST
WALL

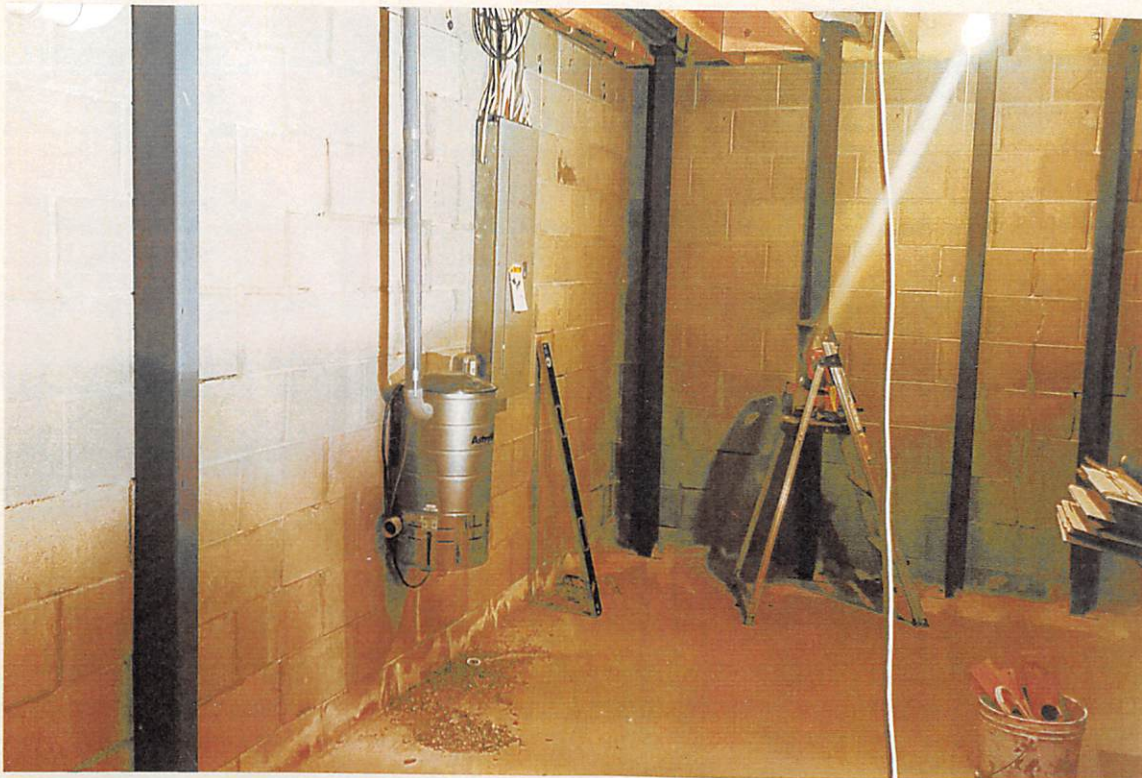
Spring
Road

EXHIBIT F -

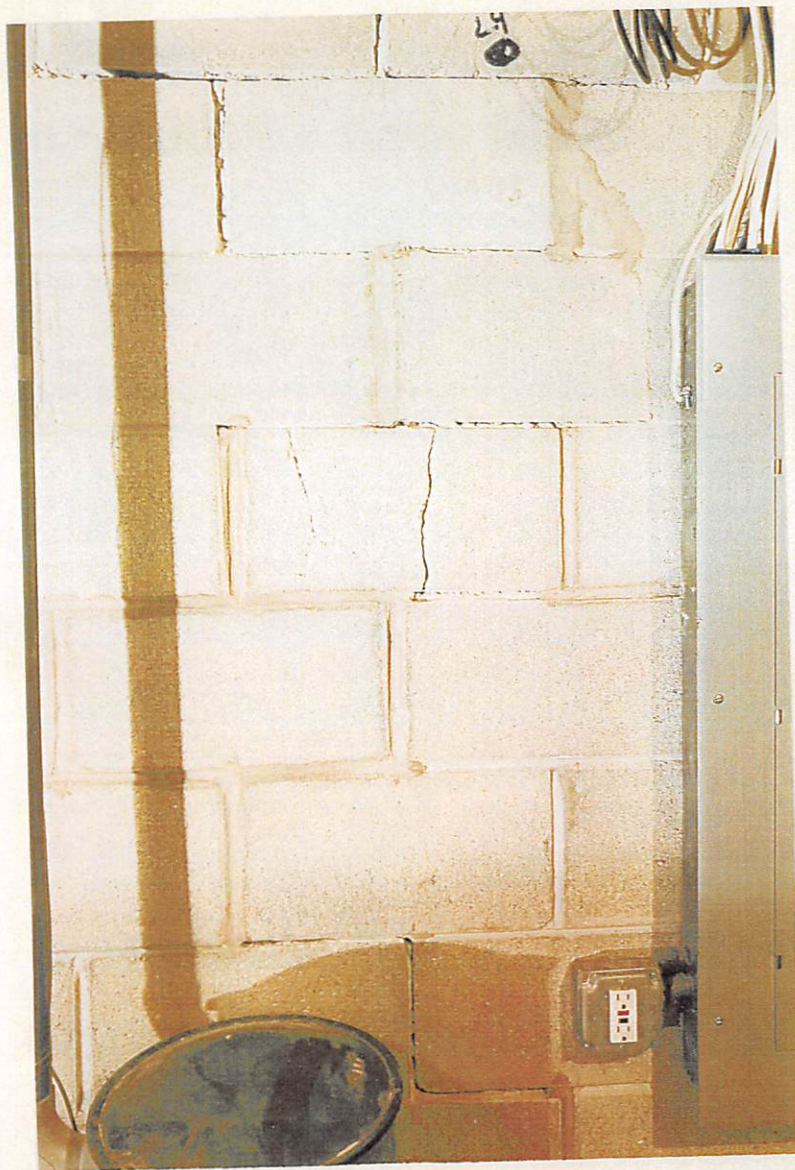
EXHIBIT G · SPRING 2020



SOUTH
WEST
CORNER



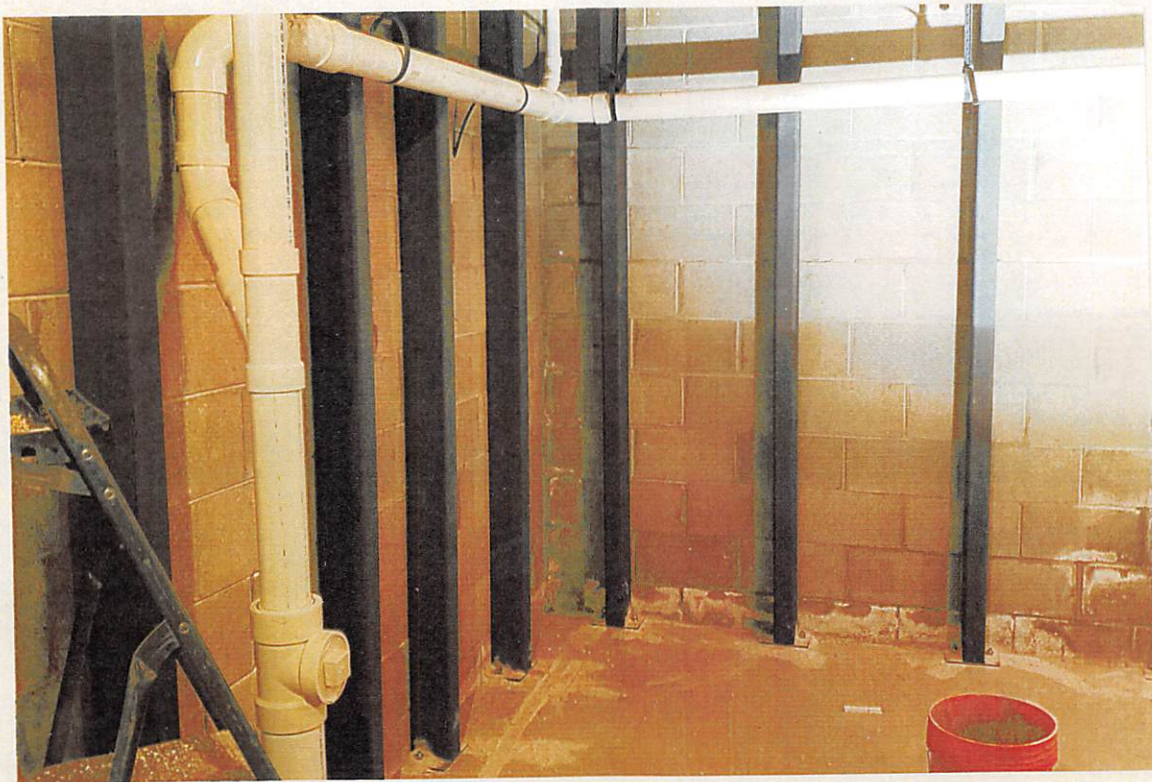
SOUTH
WEST
CORNER



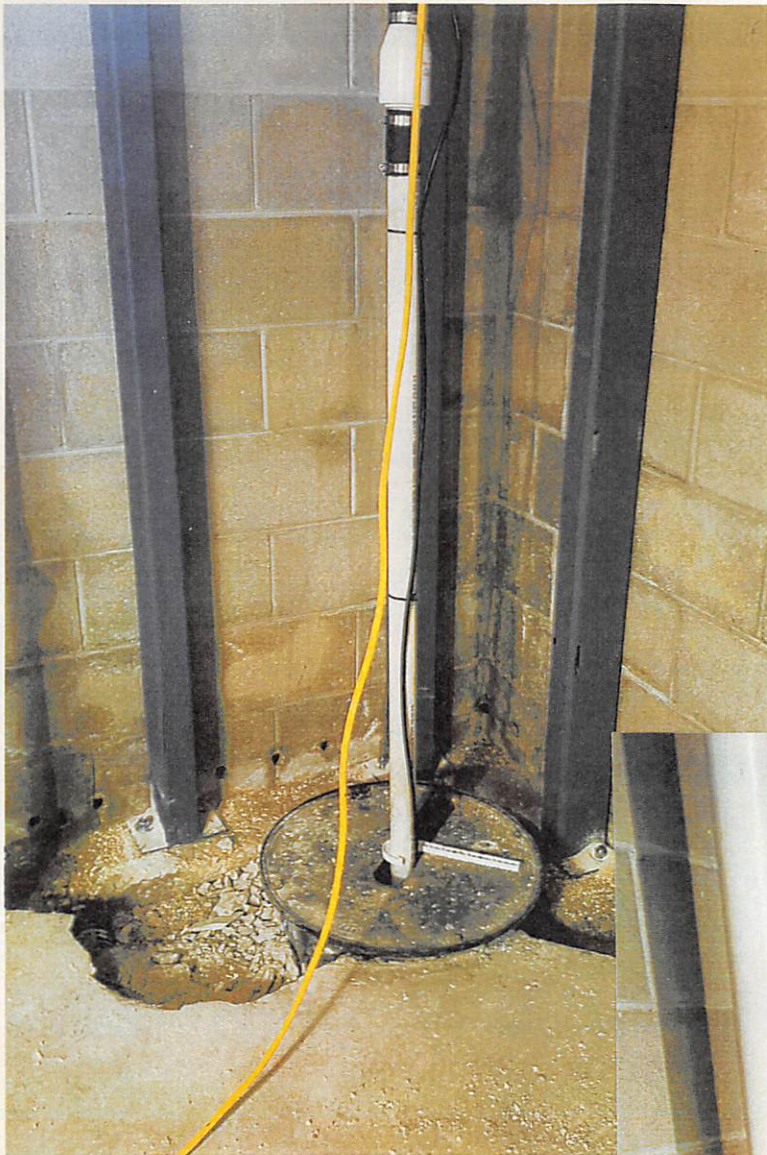
SOUTH
WALL



SOUTH
EAST
CORNER



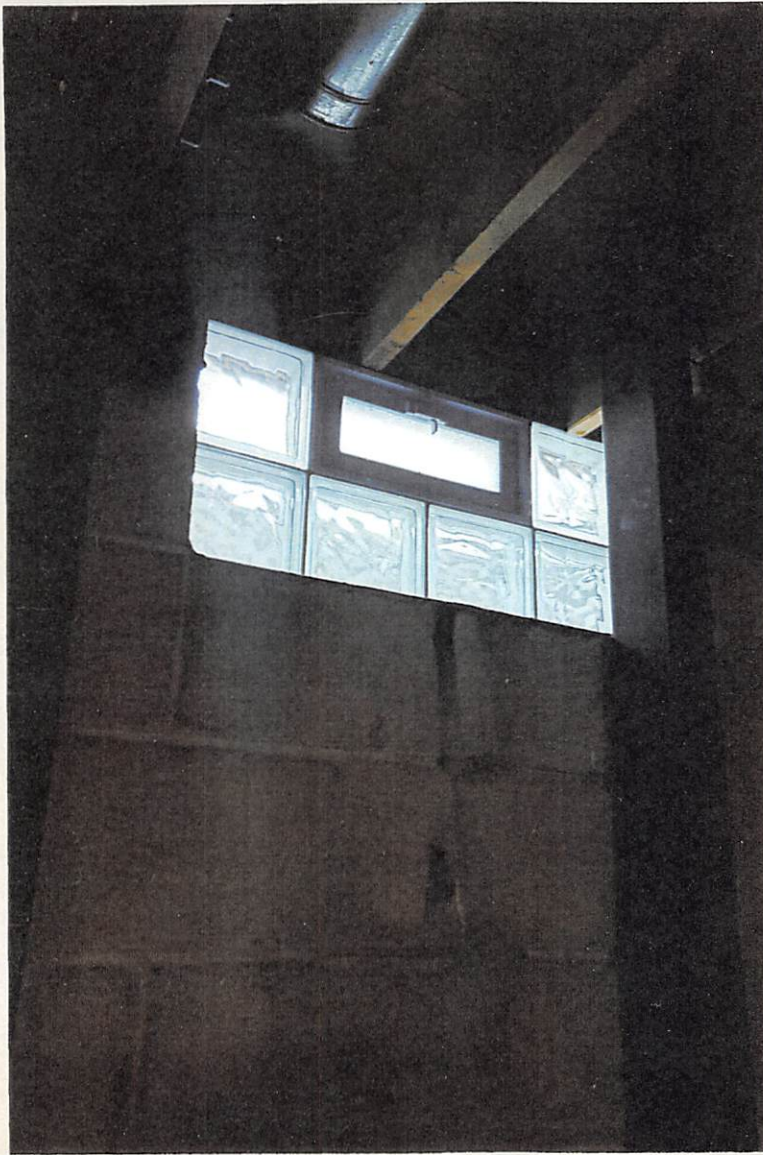
SOUTH
EAST
CORNER



NORTH WEST
CORNER

Sump pump





NORTH WEST
CORNER

NEW
WINDOW

NORTH WALL



Your ESTIMATE



Estimate for foundation located at: Customer Name COMPARABLE
Address _____
City, State & Zip _____

EXCAVATION

_____ Lineal feet.

TOTAL COST

INTERIOR DRAIN

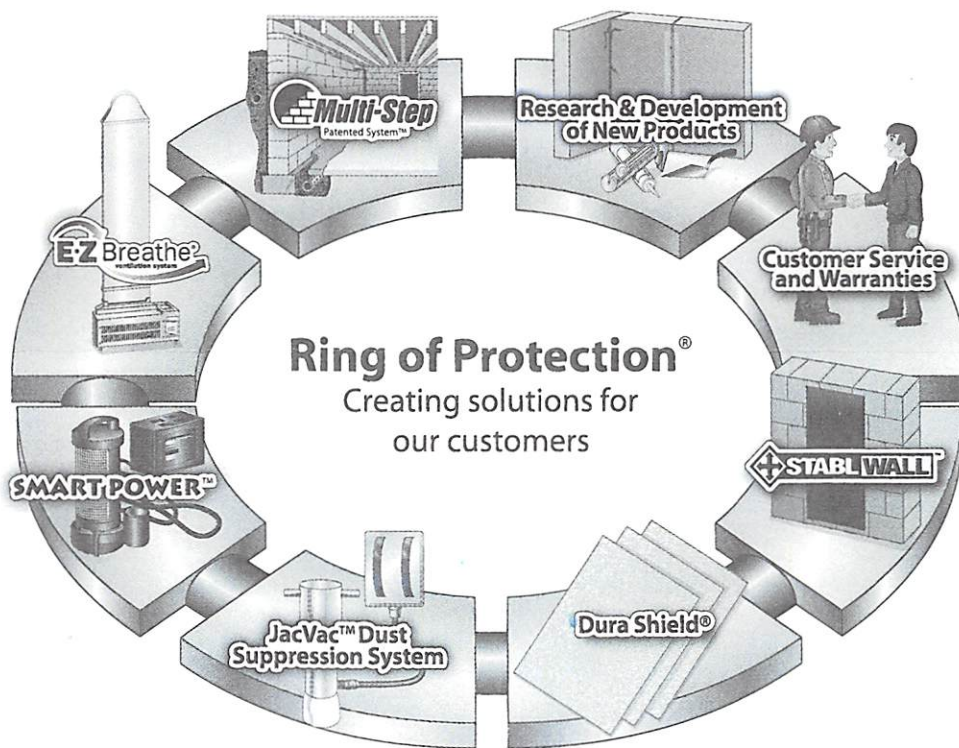
_____ Lineal feet.

TOTAL COST

MULTISTEP

184 Lineal feet.

TOTAL COST



FULL-SERVICE WATERPROOFING

Thank you for the opportunity to quote on your waterproofing needs. If you have any questions, please feel free to call.

[Signature]

Representative

12/16/19

Date

Trust The Nationwide Leader In
Basement Waterproofing:

EVERDRY WATERPROOFING

- More than 30 years of quality service
- 80,000+ installations
- Most satisfied customers in the industry
- Full-service waterproofing contractor
- Professional, certified installers
- Patented multi-step system is 100% effective—guaranteed
- Recognized by NAWC, NARI, NHIC, BIA and other consumer advocacy groups
- Best warranty program in the business

CONTACT US

and We'll Get You Started Today!



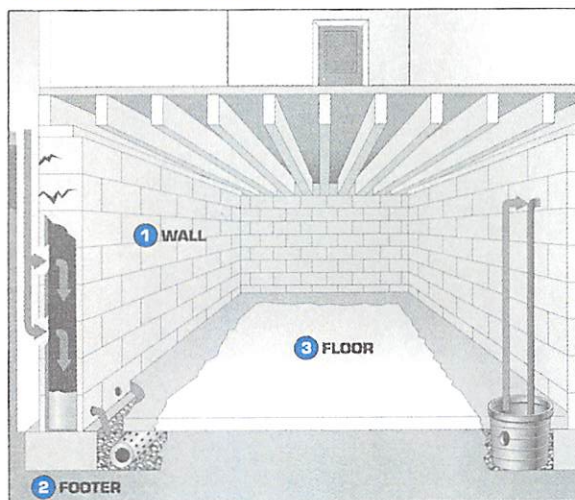
Wipe away
that old leaky
basement and
start enjoying
your home.



© Everdry Waterproofing, Inc. 2009

Turn to the **Most
Trusted Name**
in **Basement
Waterproofing**

INTERIOR SYSTEM DIAGRAM:



THE INTERIOR SYSTEM:

- 1 Open floor next to outside walls.
- 2 Drill weep holes at footer level.
- 3 Install drain tile surrounded by gravel.
- 4 Connect drain tile to crock with sump pump.
- 5 Replace concrete floor where opened.

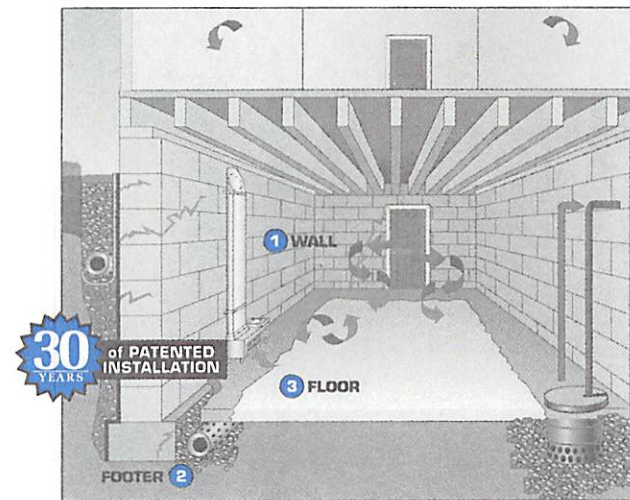


Area serviced will be warranted:
Floor only

RECEIVED

JAN 24 2011
VILLAGE OF GERMANTOWN
CLERK'S OFFICE

MULTI-STEP SYSTEM DIAGRAM:



THE MULTI-STEP SYSTEM:

OUTSIDE SYSTEM

- 1 Hand excavate inspection trench (where accessible).
- 2 Excavate any cracks continuing below inspection trench to their ends.
- 3 Repair all wall cracks on outside to make wall structurally sound.
- 4 Apply Fibrated Mastic (waterproofing) to walls.
- 5 Apply heavy-duty industrial plastic to mastic forming "J" channel.
- 6 Install new sub-soil drain tile packed in gravel.
- 7 Seal basement windows if needed.
- 8 Seal any outside cement if needed.

INSIDE SYSTEM

- 9 Repair all wall cracks on inside to make wall structurally sound.
- 10 Open an inspection trench inside.
- 11 Inspect footers and reinforce where necessary.
- 12 Repair footer cracks where needed.
- 13 Install sub floor drainage system.
- 14 Replace concrete floor where serviced.
- 15 Repair all floor cracking.
- 16 Open a hole in the corner of floor.
- 17 Install perforated plastic crock packed in gravel with safety lid.
- 18 Install pressure relief system to effectively lower the water beneath the floor.
- 19 Install Smart Power™ Backup System.
- 20 Install E-Z Breathe® Ventilation System.
- 21 Clean up and haul away all debris.



Area serviced
will be
warr
Floor walls

Germantown Water Utility Water Shut Off Notice

Date of shut down: Thurs. 8/15/19

From: 8am To: 1pm

715-1500
423
We knocked on your door today to notify you that your water would be shut off temporarily for repairs. The repairs will be made and the water turned on as soon as possible.

We always flush out the water main after a repair through fire hydrants, whenever possible. However you may notice **spurting air, cloudy water, or discoloration**, when you turn your faucet on. The air spurting and cloudiness are both caused by trapped air in the water main pipes. The discoloration is from iron sediment that is either in your pipes or in ours and has been disturbed. **None of these conditions are considered unsafe or unhealthy.**

If you notice any of the these conditions, the best thing to do is to let the water run on the cold side only of your plumbing system, till it clears. **Do not turn on the hot side** until the cold side runs clear. If this sequence is not followed, the water in the hot water heater can hold one or more of these problems for an extended period of time. **This work could be cancelled because of construction conditions or bad weather.**

OFFICE: 262-250-4721
Monday - Friday 8:00a.m. - 4:30p.m.

Windsong



G.TOWN

#113 - WATER Problem #115 - water Problem



The label and SDS for all pesticides applied during your service are available at www.Batzner.com.

Batzner Pest Control Inc
Batzner Bed Bug Services, Inc
16948 W. Victor Road
New Berlin, WI 53151
262-797-4160

DETAILED SERVICE REPORT/INVOICE

Order #: 2730382 Work Date: 7/2/2019

Time In: 7/2/2019 8:11 AM
Time Printed: 7/2/2019 10:12 AM

July 19

Customer Signature

BILL-TO 142011

Carol Vachalek
W150n10169 Summer Hill Ct
Germantown, WI 53022-6114

LOCATION 142011

Carol Vachalek
W150n10169 Summer Hill Ct
Germantown, WI 53022-6114

Customer is unavailable to sign
Technician Signature

Phone: 262-251-7815

Phone: 262-251-7815

Mike Tomchek
License #: WI - 323122-CA

Purchase Order	Terms	Service Description	Quantity
None	CREDIT CARD	Pest Free 365 Web Coupon- \$50 off	1.00
		PestFree 365 Residential Initial Service	1.00

GENERAL COMMENTS / INSTRUCTIONS

Tech Comment: Today I completed your initial interior and exterior inspection and treatment. I looked for pest conducive conditions and potential entry points. I made notes in your report. I also added 4 bait stations, and 6 monitors to your basement. A multi catch trap was placed in your garage. These devices will help us monitor pest activity in the house. I also treated the basement, whole house and garage. Areas of treatment included perimeter, baseboards, sillplates, wall ceiling joints and windows. This treatment will help reduce unwanted pest activity in the house. Expect a reduction in activity in about one to three weeks.

I also treated the exterior perimeter of your house. Areas of treatment included foundation, window and door frames, gutters and downspouts, soffits and overhangs, and light fixtures. This treatment will help reduce unwanted pest activity and stinging insects from invading your house. Expect a reduction in activity in about one to three weeks. I also inspected the exterior perimeter for potential entry points. I found several along the siding/foundation gap. They were filled with exclusion material.

To make your summer outdoor activities more pleasurable, we offer a three treatment mosquito control program. This program is designed to help reduce existing populations and inhibit future reproduction. Please contact the main office at 262-797-4160 or check us out on the web at Batzner.com/mosquito-control. Mention that you found out about the program from your service specialist. Thank you very much.

We are always looking to expand our service area. If you know of any potential clients, please refer them to me or have them call the office.

If you have any questions, comments, or concerns regarding today's service, please call 262-797-4160 to speak with a Batzner Pest Control representative.

Thanks and have a Great Day!

Mike T
262 777 9569
Mike.tomchek@gmail.com

CONDITIONS / OBSERVATIONS	Reported	Severity	Responsibility	Reviewed
Open				
Exterior Perimeter ->	7/2/2019	High	Customer	7/2/2019
Condition:	Foundation/Siding Gaps filled with exclusion material - This gap allows pest entry into the structure and must be sealed. Pests that may enter would be all types of crawling insects and if the gap is over 1/4 inch is large enough for mice. We will seal small openings but if they are large additional repairs may be needed.			
Action:	Please seal the gap between the siding and foundation.			
Exterior Perimeter ->	7/2/2019	High	Customer	7/2/2019
Condition:	Leaf litter around the structure - Leaf litter around the structure allows a pest harborage for pests like centipedes, sow bugs, earwigs, millipedes and various other pests.			
Action:	Remove all leaf litter from around the home this is a great area for insects to breed and live			
Exterior Perimeter ->	7/2/2019	Medium	Customer	7/2/2019
Condition:	Mulch or soil contacts wood/siding - Mulch or soil touching the siding allow easy unseen access for crawling insects and mice.			
Action:	Modify landscaping to expose hidden pest entry points to the structure.			
Exterior Perimeter ->	7/2/2019	Medium	Customer	7/2/2019
Condition:	Plants and shrubs are touching the structure - Plants and shrubs are touching the structure which allows easy access for all crawling pests.			
Action:	Trim back all plants and shrubs at least twelve (12) inches to deter pest activity.			
Basement ->	7/2/2019	High	Customer	7/2/2019
Condition:	Cardboard Boxes - Saving cardboard or storing items in cardboard makes an ideal harborage area for insects and rodents. Cockroaches and mice live in cardboard because it makes ideal nesting material, they stay dry, warm, and it holds their pheromones.			
Action:	Discard cardboard immediately, and store items on metal shelves or plastic containers.			



Batzner Pest Control Inc
Batzner Bed Bug Services, Inc
16948 W. Victor Road
New Berlin, WI 53151
262-797-4160

DETAILED SERVICE REPORT/INVOICE

Order #: 2730382 Work Date: 7/2/2019

The label and SDS for all pesticides applied during your service are available at www.Batzner.com.

CONDITIONS / OBSERVATIONS	Reported	Severity	Responsibility	Reviewed
Open				
Basement -> Condition: Excessive storage Excessive storage makes it difficult to treat all areas where pests hide and breed. Action: Keep storage areas uncluttered and manageable, store items off the floor	7/2/2019	High	Customer	7/2/2019
Basement -> Condition: Excessive moisture Excessive moisture can contribute to pest survival. Action: Use a dehumidifier to reduce moisture seeking pests	7/2/2019	High	Customer	7/2/2019
Basement -> Condition: Storing items on the floor - Storing boxes on the floor can provide great breeding site and harborage for rodents. It also allows a great area for spiders and other insects to hide, and it also may limit from us doing the proper treatment. Action: Remove all stored items from the floor and organize on shelves if possible. This will help the Batzner Service Professional apply the proper treatment to control your pest issues.	7/2/2019	High	Customer	7/2/2019

Resolved This Visit

None Noted.

PRODUCT APPLICATION SUMMARY

Material	EPA #	A.I. %	A.I. Conc.	Active Ingredient	Finished Qty	Undiluted Qty
Resolv soft bait	7173-29/	0.0050%	n/a	Bromadiolone	8.0000 package	0.0000
Areas Applied:	1 Rodent Equipment Interior -> Device 1 sump pump, 1 Rodent Equipment Interior -> Device 2 electrical panel, 1 Rodent Equipment Interior -> Device 3 door way, 1 Rodent Equipment Interior -> Device 4 water heater					
Target Pests:	House Mice					
Terimidor SC Termiticide/Insecticide .06% (1)	7869-210	0.0600%	n/a	Fipronil	2.0000 Gallons	0.0000
Areas Applied:	Exterior Perimeter, foundation, Front door frame, Garage door, gutters and downspouts, light fixtures, Rear door frame, Soffits and Overhangs, window and door frames					
Target Pests:	Carpenter Ants, Occasional Invaders, Spiders, Stinging Insects, Yellow Jackets					
Disclaimer:	1 All people and pets must stay out of treated area until dry.					
Zone Monitor	n/a	0.0000%	n/a	n/a	6.0000 monitor	0.0000 monitor
Areas Applied:	Basement					
Target Pests:	Multiple Pests					
Alpine WSG 0.2% (1.2)	499-561	0.2000%	n/a	Dinotoluran	18.0000 Ounce	0.0000
Areas Applied:	baseboards, Basement, Garage, perimeter, Perimeter, sillplates, wall ceiling joints, whole house, window frames, Windows					
Target Pests:	Carpenter Ants, Occasional Invaders, Spiders, Pavement Ants, Small ants					
Disclaimer:	1 All people and pets must stay out of treated area until dry. 2 Wash uncovered food preparation surfaces with soap and water.					
Excluder	0	0.0000%	n/a	n/a	1.0000 Linear Feet	0.0000
Areas Applied:	Exterior Perimeter, foundation					
Target Pests:	Exclusion Service					

PEST ACTIVITY	# Areas	# Devices	Pest Totals
House Mice	1	0	Evidence
Spiders	1	0	Evidence
Millipedes	1	0	10
Pavement Ants	1	0	20
Carpenter Ants	1	0	Evidence

DEVICE INSPECTION SUMMARY

Device Type	# Inspected	# Inspected w/Activity	# Skipped	# Replaced
Rodent bait station	4 of 4 (100.00%)	0 of 4 (0.00%)	0	0
- Totals	4 of 4 (100.00%)	0 of 4 (0.00%)	0	0

AREA COMMENTS

None Noted

DEVICE INSPECTION EXCEPTIONS

Device Type	Device Name	Exceptions	Reason	Area
None Noted.				

INSPECTION DETAIL

Area	Time	Device	Type	Status	Pest Findings
1 Rodent Equipment Interior	9:24:14 AM	1 sump pump	Rodent bait station	No Activity	



Batzner Pest Control Inc
Batzner Bed Bug Services, Inc
16948 W. Victor Road
New Berlin, WI 53151
262-797-4160

DETAILED SERVICE REPORT/INVOICE

Order #: 2730382 Work Date: 7/2/2019

The label and SDS for all pesticides applied during your service are available at www.Batzner.com.

INSPECTION DETAIL

Area	Time	Device	Type	Status	Pest Findings
	9:24:50 AM	2 electrical panel	Rodent bait station	No Activity	
	9:26:13 AM	3 door way	Rodent bait station	No Activity	
	9:27:45 AM	4 water heater	Rodent bait station	No Activity	
Areas	Time		Type	Status	Pest Findings
1 Rodent Equipment Interior	9:22:37 AM		Area	No Activity	
Basement	10:06:39 AM		Area	Activity	House Mice - Mouse droppings f... Millipedes - 10 C Spiders - Webs around perimeter
Exterior Perimeter	9:58:40 AM		Area	No Activity	
Garage	10:01:47 AM		Area	No Activity	
whole house	10:08:32 AM		Area	Activity	Carpenter Ants - Fine powder-f... Pavement Ants - 20 S

PRODUCTS APPLIED

Material EPA #	A.I. % A.I. Concentration	Finished Qty Undiluted Qty	Application Equipment Application Method	Sq./Cub. Ft	Lot #
Resolv soft bait 7173-297	0.0050% 1.00000000	2.0000 package 0.0000	n/a SPOT		n/a
Target Pests: Areas Applied:	House Mice 1 Rodent Equipment Interior -> Device 1 sump pump				
Resolv soft bait 7173-297	0.0050% 1.00000000	2.0000 package 0.0000	n/a SPOT		n/a
Target Pests: Areas Applied:	House Mice 1 Rodent Equipment Interior -> Device 2 electrical panel				
Resolv soft bait 7173-297	0.0050% 1.00000000	2.0000 package 0.0000	n/a SPOT		n/a
Target Pests: Areas Applied:	House Mice 1 Rodent Equipment Interior -> Device 3 door way				
Resolv soft bait 7173-297	0.0050% 1.00000000	2.0000 package 0.0000	n/a SPOT		n/a
Target Pests: Areas Applied:	House Mice 1 Rodent Equipment Interior -> Device 4 water heater				
Terminor SC Termiticide/Insecticide 0.6% (1) 7969-210	0.0600% 1.00000000	2.0000 Gallons 0.0000	n/a GENERAL TREATMENT		n/a
Target Pests: Areas Applied:	Carpenter Ants, Occasional Invaders, Paper Wasps, Spiders, Stinging Insects, Yellow Jackets Exterior Perimeter - Inspected/or treated the exterior perimeter area for insects and/or rodent activity, sanitation and structural deficiencies.; Exterior Perimeter -> Foundation: Exterior Perimeter -> Front door frame - Inspected/or treated around the front door frame; Exterior Perimeter -> Garage door - Inspected/or treated around the door frame; Exterior Perimeter -> gutters and downspouts; Exterior Perimeter -> light fixtures; Exterior Perimeter -> Rear door frame - Inspected/or treated around the rear door frame; Exterior Perimeter -> Soffits and Overhangs - Treated the soffits and overhangs; Exterior Perimeter -> window and door frames				
Zone Monitor	0.0000% 1.00000000	6.0000 monitor 0.0000 monitor	n/a SPOT		n/a
Target Pests: Areas Applied:	Multiple Pests Basement - Basement				
Alpine WSG 0.2%(1,2) 499-561	0.2000% 1.00000000	10.0000 Ounce 0.0000	n/a n/a		n/a
Target Pests: Areas Applied:	Carpenter Ants, Occasional Invaders, Spiders Basement - Basement; Basement -> perimeter; Basement -> sillplates; Basement -> Windows - Inspected, treated/or placed out zone monitors				
Alpine WSG 0.2%(1,2) 499-561	0.2000% 1.00000000	5.0000 Ounce 0.0000	n/a n/a		n/a
Target Pests: Areas Applied:	Carpenter Ants, Occasional Invaders, Spiders Garage - Inspected/or treated the garage area for insects and rodent activity, sanitation and structural deficiencies.; Garage -> Perimeter - Treated around the perimeter, door frames, and windows; Garage -> wall ceiling joints				
Alpine WSG 0.2%(1,2) 499-561	0.2000% 1.00000000	3.0000 Ounce 0.0000	n/a n/a		n/a
Target Pests: Areas Applied:	Carpenter Ants, Pavement Ants, Small ants, Spiders whole house; whole house -> baseboards; whole house -> window frames				



Batzner Pest Control Inc
Batzner Bed Bug Services, Inc
16948 W. Victor Road
New Berlin, WI 53151
262-797-4160

DETAILED SERVICE REPORT

Order #: 2730382 Work Date: 7/2/2019

The label and SDS for all pesticides applied during your service are available at www.Batzner.com.

PRODUCTS APPLIED

Material EPA #	A.I. % A.I. Concentration	Finished Qty Undiluted Qty	Application Equipment Application Method	Sq./CuL Ft	Lot #
Excluder 0	0.0000% 1.00000000	1.0000 Linear Feet 0.0000	n/a n/a		n/a

Target Pests:
Areas Applied:

Exclusion Service
Exterior Perimeter Inspected/treated the exterior perimeter area for insects and/or rodent activity, sanitation
and structural deficiencies.; Exterior Perimeter -> foundation



Batzner Pest Control Inc
Batzner Bed Bug Services, Inc
16948 W. Victor Road
New Berlin, WI 53151
P: 262-797-4160
F: 262-797-4166

INVOICE #: 2807012
INVOICE DATE: 12/11/19

**INTEGRATED PEST MANAGEMENT
DETAILED SERVICE REPORT AND INVOICE
ORDER #: 2807012**

The label and SDS for all pesticides applied during your service are available at www.Batzner.com.

BILL-TO 142011

LOCATION 142011

Carol Vachalek
W150n10169 Summer Hill Ct
Germantown, WI 53022-6114

Carol Vachalek
W150n10169 Summer Hill Ct
Germantown, WI 53022-6114

Phone: 262-251-7815

Phone: 262-251-7815

Time In: 12/11/19 11:46 AM

Time Out: 12/11/19 1:07 PM

Customer Signature

Customer Unavailable to Sign
Technician Signature

Tim Ackmann

Tim Ackmann

License #: WI - 469860-CA

Purchase Order

Terms

Service Description

Quantity

Amount

None

CREDIT CARD

PestFree365 Residential Service

1.00

144.00

Subtotal

144.00

Tax

0.00

Total Due:

144.00

Credit Card on File - No Payment Due for This Invoice

GENERAL COMMENTS / INSTRUCTIONS

Today I performed your quarterly service. I inspected the basement, checked your rodent bait stations(finding heavy activity and rebaited them) and treated your basement sills,lower perimeter walls, windows with a strong residual insecticide to knock down any insect activity. Please allow one hour before you enter the areas treated. Please allow a few weeks to take full effect. Upon inspection of the home's exterior, I found and filled 4 holes and 1 seam along the right side of the home with a exclusion material. I recommend another follow up service for mice.

Thanks Tim Ackmann

CONDITIONS / OBSERVATIONS	Reported	Severity	Responsibility	Reviewed
Open				
Exterior Perimeter	7/2/2019	High	Client	7/2/2019
Condition: Foundation/Siding Gaps filled with exclusion material - This gaps allows pest entry into the structure and must be sealed. Pests that may enter would be all types of crawling insects and if the gap is over 1/4 inch is large enough for mice. We will seal small openings but if they are large additional repairs may be needed.				
Action: Please seal the gap between the siding and foundation.				
Comment:				
Exterior Perimeter	7/2/2019	High	Client	7/2/2019
Condition: Leaf litter around the structure - Leaf litter around the structure allows a pest harborage for pests like centipedes, sow bugs, earwigs, millipedes and various other pests.				
Action: Remove all leaf litter from around the home this is a great area for insects to bread and live				
Comment:				
Exterior Perimeter	7/2/2019	Medium	Client	7/2/2019
Condition: Mulch or soil contacts wood/siding - Mulch or soil touching the siding allow easy unseen access for crawling insects and mice.				
Action: Modify landscaping to expose hidden pest entry points to the structure.				
Comment:				
Exterior Perimeter	7/2/2019	Medium	Client	7/2/2019
Condition: Plants and shrubs are touching the structure - Plants and shrubs are touching the structure which allows easy access for all crawling pests.				
Action: Trim back all plants and shrubs at least twelve (12) inches to deter pest activity.				
Comment:				
Basement	7/2/2019	High	Client	12/11/2019
Condition: Cardboard Boxes - Saving cardboard or storing items in carboard makes an ideal harborage area for insects and rodents. Cockroaches and mice live in cardboard because it makes ideal nesting material, they stay dry, warm, and it holds there pheromones.				
Action: Discard carboard immediately, and store items on metal shelves or plastic containers.				
Comment:				
Basement	7/2/2019	High	Client	12/11/2019
Condition: Excessive storage - Excessive storage makes it difficult to treat all areas where pests hide and breed.				
Action: Keep storage areas uncluttered and manageable, store items off the floor				
Comment:				
Basement	7/2/2019	High	Client	12/11/2019

Thank you for your business. Please pay off this invoice



Batzner Pest Control Inc
 Batzner Bed Bug Services, Inc
 16948 W. Victor Road
 New Berlin, WI 53151
 P: 262-797-4160
 F: 262-797-4166

INVOICE #: 2807012
 INVOICE DATE: 12/11/19

INTEGRATED PEST MANAGEMENT
 DETAILED SERVICE REPORT AND INVOICE
 ORDER #: 2807012

The label and SDS for all pesticides applied during your service are available at www.Batzner.com.

CONDITIONS / OBSERVATIONS

Reported

Severity

Responsibility

Reviewed

Condition: Storing items on the floor - Storing boxes on the floor can provide great breeding site and harborage for rodents. It also allows a great area for spiders and other insects to hide, and it also may limit from us doing the proper treatment.

Action: Remove all stored items from the floor and organize on shelves if possible. This will help the Batzner Service Professional apply the proper treatment to control your pest issues.

Comment:

Resolved This Visit

Basement	7/2/2019	High	Client	12/11/2019
----------	----------	------	--------	------------

Condition: Excessive moisture - Excessive moisture can contribute to pest survival.

Action: Use a dehumidifier to reduce moisture seeking pests

Comment:

PRODUCTS APPLICATION SUMMARY

Material	Lot #	EPA #	A.I. %	A.I. Conc.	Active Ingredient	Finished Qty	Undiluted Qty
Excluder		0	0.0000%	1.0000	n/a	5.0000 Linear Feet	

Areas Applied: Exterior Perimeter

Target Pests: Exclusion Service

Material	Lot #	EPA #	A.I. %	A.I. Conc.	Active Ingredient	Finished Qty	Undiluted Qty
Resolv soft bait		7173-297	0.0050%	1.0000	Bromadiolone	8.0000 package	

Areas Applied: 1 Rodent Equipment Interior-> Device 1 sump pump, 1 Rodent Equipment Interior-> Device 2 electrical panel, 1 Rodent Equipment Interior-> Device 3 furnace beam, 1 Rodent Equipment Interior-> Device 4 water heater

Target Pests: House Mice

Material	Lot #	EPA #	A.I. %	A.I. Conc.	Active Ingredient	Finished Qty	Undiluted Qty
Temprid FX 0.15% (1,2)		432-1544	0.1500%	1.0000	Imidicloprid .10% Cyfluthrin .05%	0.1500 Gallons	

Areas Applied: sillplates

Target Pests: Asian Lady Beetles, Boxelder Bugs, Brown marmorated stink bug, Carpenter Ants, Centipedes, Clover Mites, Cluster Flies, Crickets, Ground Beetles, Occasional Invaders, Odorous House ants, Pavement Ants, Pill bugs, Rove Beetles, Small ants, Sowbugs, Spiders, Springtails

PEST ACTIVITY

Areas

Devices

Pest Totals

Mice	0	4	Evidence
------	---	---	----------

DEVICE INSPECTION SUMMARY

Device Type	# Inspected	Inspected w/Activity	# Skipped	# Replaced
Rodent bait station	4 of 4 (100.00%)	4 of 4 (100.00%)	0	0
-Totals:	4 of 4 (100.00%)	4 of 4 (100.00%)	0	0

AREA COMMENTS

None Noted.

DEVICE INSPECTION EXCEPTIONS

None Noted.

INSPECTION DETAIL

Area	Time	Device	Type	Status	Pest Findings
1 Rodent Equipment Interior	12:05:37 PM	1 sump pump	Rodent bait station	Activity	Mice - 2mm gnaw marks from mice;
		Rodent activity. Bait was consumed, we replaced with fresh bait. - Yes			
	11:57:28 AM	2 electrical panel	Rodent bait station	Activity	Mice - Rodent bait was consumed;
		Rodent activity. Bait was consumed, we replaced with fresh bait. - Yes			

Thank you for your business. Please pay off this invoice.



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**INTEGRATED PEST MANAGEMENT
DETAILED SERVICE REPORT AND INVOICE
ORDER #: 2807012**

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INSPECTION DETAIL

Area	Time	Device	Type	Status	Pest Findings
	12:09:26 PM	3 furnace ibeam	Rodent bait station	Activity	Mice - Rodent bait was consumed;
		Rodent activity. Bait was consumed, we replaced with fresh bait. - Yes			
	11:54:59 AM	4 water heater	Rodent bait station	Activity	Mice - Rodent bait was consumed;
		Rodent activity. Bait was consumed, we replaced with fresh bait. - Yes			
Area	Time		Type	Status	Pest Findings
1 Rodent Equipment Interior					
	11:46:08 AM		Area	No Activity	
Basement					
	1:04:10 PM		Area	No Activity	
Basement -> sillplates					
	1:04:10 PM		Area	No Activity	
Exterior Perimeter					
	1:04:58 PM		Area	No Activity	

PRODUCTS APPLIED

Material	A.I. %	Finished Qty	Application Equipment		
EPA #	A.I. Concentration	Undiluted Qty	Application Method	Sq/Cu/L Ft	Lot #
Resolv soft bait	0.0050%	2.0000 package			
7173-297	n/a		SPOT		
Target Pests: House Mice					
Areas Applied: 1 Rodent Equipment Interior -> 1 sump pump					
Weather: 0°, 0 MPH					
Resolv soft bait	0.0050%	2.0000 package			
7173-297	n/a		SPOT		
Target Pests: House Mice					
Areas Applied: 1 Rodent Equipment Interior -> 2 electrical panel					
Weather: 0°, 0 MPH					
Resolv soft bait	0.0050%	2.0000 package			
7173-297	n/a		SPOT		
Target Pests: House Mice					
Areas Applied: 1 Rodent Equipment Interior -> 3 furnace ibeam					
Weather: 0°, 0 MPH					
Resolv soft bait	0.0050%	2.0000 package			
7173-297	n/a		SPOT		
Target Pests: House Mice					
Areas Applied: 1 Rodent Equipment Interior -> 4 water heater					
Weather: 0°, 0 MPH					
Temprid FX 0.15% (1,2)	0.1500%	0.1500 Gallons			
432-1544	n/a		GENERAL TREATMENT		
Target Pests: Asian Lady Beetles, Boxelder Bugs, Brown marmorated stink bug, Carpenter Ants, Centipedes, Clover Mites, Cluster Flies, Crickets, Ground Beetles, Occasional Invaders, Odorous House ants, Pavement Ants, Pill bugs, Rove Beetles, Small ants, Sowbugs, Spiders, Springtails					
Areas Applied: Basement -> sillplates;					
Weather: 0°, 0 MPH					
Disclaimer: 1 All people and pets must stay out of treated area until dry. 2 Wash uncovered food preparation surfaces with soap and water.					
Excluder	0.0000%	5.0000 Linear Feet			
0	n/a				

Thank you for your business. Please pay off this invoice



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16948 W. Victor Road
New Berlin, WI 53151
P: 262-797-4160
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INTEGRATED PEST MANAGEMENT
DETAILED SERVICE REPORT AND INVOICE
ORDER #: 2807012

The label and SDS for all pesticides applied during your service are available at www.Batzner.com.

PRODUCTS APPLIED

Material	A.I. %	Finished Qty	Application Equipment		
EPA #	A.I. Concentration	Undiluted Qty	Application Method	Sq/Cu/L Ft	Lot #
Target Pests: Exclusion Service					
Areas Applied: Exterior Perimeter - Inspected/or treated the exterior perimeter area for insects and/or rodent activity, sanitation and structural deficiencies; 4 holes and 1 seam					
Weather: 0°, 0 MPH					



AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.
6000 AMERICAN PARKWAY
MADISON WI 53783

AmFam.com

1-800-AMFAM

September 24, 2019

CAROL J VACHALEK
W150N10169 SUMMER HILL CT
GERMANTOWN WI 53022-6114

Agent: Scott Hood:

262-673-1588

REGARDING YOUR CLAIM FROM LOSS DATE JULY 17, 2019

A decision has been reached regarding your claim

Please review the following information and contact me with any questions

Claim number	Date of loss	Policy number	Policyholder
01-001-878664	7/17/2019	48RN737701	CAROL J VACHALEK

We care about you as our customer and are committed to providing you exceptional claims service. This means helping you understand developments in your claim as they arise.

This letter will acknowledge completion of our investigation into the claim you filed for foundation wall damage to your property located at W150N10169 SUMMER HILL CT, GERMANTOWN, WI 53022-6114.

Based on our investigation and information provided by you, there is no coverage for the needed maintenance to the foundation wall. The foundation wall is failing due to earth movement and hydrostatic pressure. This loss is non-fortuitous in nature, meaning not sudden and or accidental.

We regret to inform you that there is no coverage for this claim under your American Family Insurance Homeowner's Policy. We refer you to the following parts of your policy of insurance. Your HO-5 Homeowner's Policy, 48RN-7377-01 states:

PART A

The following exclusions apply to Coverage A - Real Property, Coverage B - Personal Property, Coverage C - Loss of Use and the Supplementary Coverages - Section I. We do not insure for loss consisting of, or caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

The following applies to all policies under:

PART A

Earth Movement is deleted and replaced by the following:

Earth Movement.

- a. This means any loss caused by, resulting from, contributed to, or aggravated by:
 - (1) earthquake;
 - (2) landslide, rockslide, avalanche, subsidence, sinkhole, erosion, mudflow, mudslide, lahar;
 - (3) earth sinking, rising, shifting, expanding, contracting;
 - (4) the eruption, explosion, or effusion of a volcano; or
 - (5) any of the following:
 - (a) site selection;
 - (b) machines;

- (c) vehicles;
 - (d) mining;
 - (e) fracking;
 - (f) sequestration of carbon dioxide or any other gas, solid, or liquid; or
 - (g) earth moving, excavation, fill, or compaction.
- b. This exclusion applies whether or not earth movement:
- (1) takes place at or away from the location of damaged property;
 - (2) combines with water, snow, ice, or rain; or
 - (3) is sudden, repeated, interrupted, gradual, or slow

LOSSES NOT COVERED

We do not cover loss to the property described in Coverage A - Dwelling and Dwelling Extension resulting directly or indirectly from or caused by one or more of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

5. **Freezing, Thawing, Pressure or Weight of Water or Ice**, whether or not driven by wind, to:
- a. a fence, pavement, patio, foundation, retaining wall, bulk-head, pier, wharf or dock; or
 - b. an outdoor swimming pool, outdoor sauna, outdoor whirlpool or hot tub, including filters, pipes, pumps and other related equipment.

EXCLUSIONS - SECTION I

PART A

The following exclusions apply to Coverage A - Dwelling and Dwelling Extension, Coverage B - Personal Property, Coverage C - Loss of Use and the Supplementary Coverages - Section I. **We** do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

9. **Water Damage**, meaning:
- a. flood, surface water, waves, tidal water or overflow of a body of water, from any cause. **We** do not cover spray from any of these, whether or not driven by wind;
 - c. regardless of its source, water below the surface of the ground. This includes water which exerts pressure on or flows, seeps or leaks through any part of a building or other structure, sidewalk, driveway or swimming pool.

PART C

The following exclusions apply to Coverage A - Dwelling and Dwelling Extension. **We** do not insure for loss caused by any of the following.

- 1. **Acts or Decisions**, including the failure to act or decide, of any person, group, organization or governmental body.
- 2. **Planning, Construction or Maintenance**, meaning faulty, inadequate or defective:
 - a. construction, reconstruction, repair, remodeling or re-novation;
 - b. materials used in construction, reconstruction, repair, remodeling or renovation;
 - c. design, workmanship or specifications;
 - d. siting, surveying, zoning, planning, development, grading or compaction; or
 - e. maintenance;
 of part or all of the **insured premises** or any other property.

American Family Mutual Insurance Company, S.I. specifically reserves its ability to assert any and all rights or defenses available to it under the policy. Nothing in this letter should be construed as a waiver of any such rights or defenses.

If you believe this denial of payment is being made in error, or if you have any information that you feel would warrant a change in this decision, please contact me as soon as possible.

I am here to answer any questions you may have. Please contact me using the information listed below.
Thank you.

Brian Baker
Senior Property Claim Field Adjuster
1-800-MYAMFAM (1-800-692-6326) Ext. 21770
bbaker@amfam.com
Fax: 866-575-2786

Everdry Waterproofing
W226 N880 Eastmound Drive
Waukesha, WI 53186
262-650-1006

FOUNDATION ANALYSIS

Today's Date: 12/16/19

Phone _____

City _____

State _____

Zip _____

Homeowner's name _____

Address _____

City _____

State _____

Zip _____

CONDITION OF FOUNDATION VISIBLE SIGNS AND HOMEOWNER INFO

- ☒ MOLD FUNGUS ☐ DRY ROT FUNGUS ☐ BLOCK DISCOLORATION ☐ RUST
- ☐ ODORS PRESENT ☐ DRY WALL PANEL DAMAGE ☒ EFFLORESCENCE ☒ BUGS
- ☒ BLOCK DETERIORATION ☒ MORTAR DETERIORATION ☒ DAMPNESS-SEEPAGE

EXISTING VISIBLE FOUNDATION CRACKS- WALL DISPLACEMENT

- ☒ HORIZONTAL CRACKS (N-S-E-W) DEGREE OF DEFLECTION 1.25" = 3/4" = W
- ☒ SHEAR CRACKS (N-S-E-W) DEGREE OF DISPLACEMENT
- ☒ VERTICAL CRACKS (N-S-E-W) DEGREE OF DEFLECTION 3 W - 3 E - 1 W - 4 S
- ☐ WALL TIPPING (N-S-E-W) DEGREE OF DISPLACEMENT
- ☒ STEP DOWN CRACKS (N-S-E-W) NUMBER OF CRACKS
- ☐ EXTERIOR CRACKS (N-S-E-W) NUMBER OF CRACKS

POTENTIAL CAUSATIVE FACTORS FOR FOUNDATION CONDITION

- ☒ BACKFILL PRESSURE ☒ HYDROSTATIC PRESSURE ☒ MATERIALS AGE-TIME
- ☒ DAMP-PROOFING ☒ SURFACE WATER ☒ GROUND WATER ☒ DRAIN TILES
- ☐ TREE ROOTS ☐ SOIL CONDITIONS ☐ GRADING ☐ GUTTERS-DOWNSPOUTS
- ☐ PALMER VALVE ☒ SUMP PUMPS ☒ EXCESSIVE FOOTING SETTLEMENT

SPECIFIC PROCESSES AND MATERIALS TO BE USED

Interior Drains

Existing floor opened approximately 14" to 18" in width around the interior perimeter of foundation walls. Areas will be trenched to proper depth needed for the placement of new interior drain tiles. Lower course block will be weep holed and protected with waffle board or cover plate as required. All gravel to be number one stone and placed below, around and, above the new drain tile. New concrete in areas needed will be feathered to existing concrete slab and floated to meet existing floor level. Interior drain tiles will be graded to a submersible pressure relief pump. Discharge line for pump system will terminate according to existing conditions and applicable codes.

Multi-Step System

Exterior work to include all areas accessible IE: exposed earth at foundation wall will be dug approximately 18" to 24" from surface. Visible cracks will be sealed or repaired as needed. All exposed below surface wall areas will be damp-proofed with tar mastic. A J-channel will be installed consisting of visqueen attached to the foundation wall in areas that provide a drain tile termination point. Drain tile installed in the J-channel will be protected with number one stone below, around, and above the installation. Areas dug on exterior that do not provide a drain tile termination point will be trenched and sealed with visqueen sloped away from foundation wall. Concrete areas will be sealed at the cove (where slab and exterior foundation wall meet. Interior work will consist of interior drains as described above. Additional interior work will include cracks to be sealed or repaired as required.

Major Excavation

Areas treated will be excavated to the footings. Deflected walls will be straightened as best possible. Visible cracks will be sealed or repaired as compounds required to seal or repair visible cracks as required. Majority of excavated areas will be reinforced with steel beams and or stone from footing depth to 70% - 80% of grade level. Materials to include tar mastic, visqueen, number one stone, drain tiles, soils, and various compounds required to seal or repair visible cracks as required. Space and size of steel braces or Stahl - Wall applications determined by severity

McCoy

CONTRACTORS

4230 NORTH 126th STREET
BROOKFIELD, WISCONSIN 53005
262-781-4045

MILWAUKEE'S
OLDEST & LARGEST
FOUNDATION SPECIALIST

1.01 ESTIMATE

OWNER Carol Vachalek PHONE 262-251-7845 DATE 8/27/19
ADDRESS W450 N10169 Sunset Hill Ct. ZIP _____
Greenmont, WI PAGE _____ OF _____ PAGES

AGE OF BLDG. <u>20</u> YRS.	OWNED FOR <u>20</u> YRS.	PROBLEMS FOR <u>2</u> YRS.	CONSTRUCTION <u>Block</u>	DEPTH <u>8</u> FT.	DRAIN TILE <u>Yes</u>	SUMP PUMP <u>Yes</u>
--------------------------------	-----------------------------	-------------------------------	------------------------------	-----------------------	--------------------------	-------------------------

ANALYSIS Wall movement from outside soil pressure
Also due to wet soil conditions

McCOY CONTRACTORS, INC. HEREINAFTER REFERRED TO AS McCoy, PROPOSES TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PERFORM THE FOLLOWING WORK, EXCLUDING ELECTRICAL, PLUMBING AND AIR CONDITIONING.

Excavation Procedure

- ☐ Excavate area(s) to footings - "||||"
- ☐ Straighten wall(s) best as possible.
- ☐ Patch exterior cracks.
- ☐ Replace blocks where necessary.
- ☐ Tuckpoint interior cracks (where repaired).
- ☐ Flush bleeder tiles for proper drainage.
- ☐ Backfill 80% stone and 20% top soil.
- ☐ Create positive grade away from wall(s).

Reinforcement

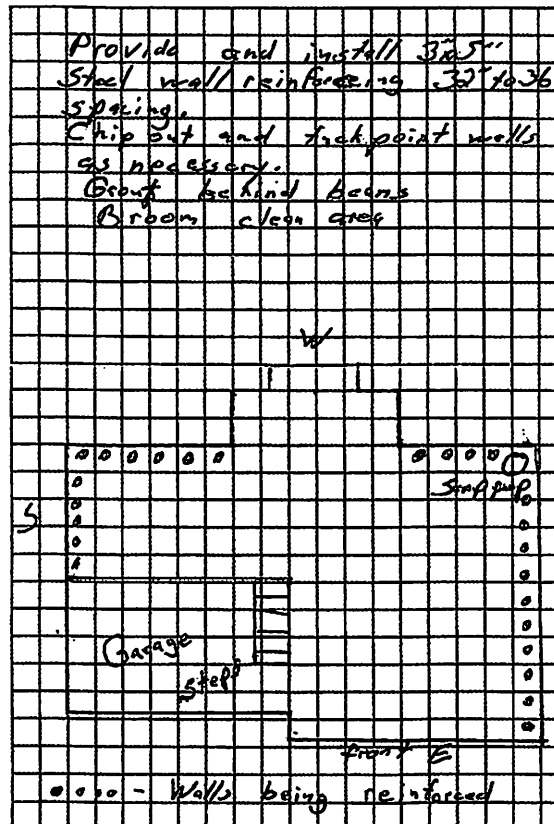
- ☐ Reinforce wall(s) with vertical steel columns, bolt to floor joists/footings or floor.
(Install approximately 24" centers.)
- ☐ Rebuild foundation wall(s) where shown.
- ☐ Other: 3x5" steel beams

Drain Tile Installation

- ☐ Install inside drain tile where shown - "XXX".
- ☐ Install exterior drain tile where excavated.
- ☐ Install crack.
- ☐ Supply sump pump.

Concrete, Stoops and Footings

- ☐ Remove/replace concrete where shown.
- ☐ Remove/replace stoops where shown.
- ☐ Install concrete footings under concrete next to foundation wall(s).
- ☐ Other: _____



STARTING DATE _____ COMPLETION DATE _____
CONTRACTOR GUARANTEES FOR A PERIOD OF _____ YEARS THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE WORK AT NO ADDED COST. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY FOUNDATION SETTLING AND CRACKING AS A RESULT OF SUB-SOIL MOVEMENT. THE GUARANTEE DOES NOT COVER DAMPNES ON THE BASEMENT WALLS OR FLOOR
I HAVE READ THE REVERSE SIDE OF THIS PROPOSAL AND UNDERSTAND THIS AGREEMENT IS SUBJECT TO THOSE CONDITIONS. THE CONDITIONS, SPECIFICATIONS, PRICES AND TERMS ARE SATISFACTORY AND HEREBY ACCEPTED.

TOTAL COST	<u>14,500.00</u>
DEPOSIT	<u>1000.00</u>
1/3 ON START	
PAY FOREMAN ON COMPLETION	<u>13,500.00</u>

ACCEPTED _____ DATE _____

ESTIMATOR Al Juteba APPROVED BY _____ DATE _____
FOR McCoy CONTRACTORS, INC.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION, SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. THIS ESTIMATE MAY BE WITHDRAWN BY McCoy CONTRACTORS, INC. IF NOT

McCoy

CONTRACTORS

4230 North 126th Street, Brookfield, WI 53005
Phone 262-781-4045

Owner's Name	Carol Vachalek
Address	W 150 N 10169 Summer Hill Ct.
City/Zip	Garman town, W.I.
Tels. No.	262-251-7815
Date	8/27/19

PRE-JOB CHECKLIST		
McCoy To Do	Owner To Do	DESCRIPTION
		WHERE OUTSIDE WORK WILL BE PERFORMED
		Obtain permits – McCoy to apply for and pick up. Customer to pay.
		Obtain neighbor's permission for access
		Remove/Replace shrubs, bulbs, trees
		Remove/Replace fences, stairs, awnings, lawn furniture
		Remove/Replace plumbing (underground sprinklers, pool pipes)
		Remove/Replace electrical (cable to yard lights, garages, buildings)
		Remove/Replace landscape (patio black, timber, decks, planters)
		Remove/Replace air conditioning condensor
		Lock up pets
		Other
		Other
		WHERE INSIDE WORK WILL BE PERFORMED
X		Obtain permits – McCoy to apply for and pick up. <u>Customer to pay.</u>
	X	Clear 5 ft. area along walls
	X	Remove/Replace paneling, stairs, shelving, drywall, bars, cabinets
		Remove/Replace oil tank, well tank, sinks, tubs, toilets, waterheater, pipes
		Remove/Replace electrical outlets, switches, conduits, fusebox
		Remove/Replace carpet, floor tile
		Remove/Replace any interior partitions
		Remove/Replace ceiling tile
		Remove/Replace heat ducts
	X	Cover furniture and personal belongings
		Lock up pets
		Other McCoy to furnish a plumber own to pay
		Other

--OWNER TO ALERT FOREMAN ON JOB AS TO LOCATION OF ANY BURIED PLUMBING OR ELECTRICAL LINES NOT MARKED BY DIGGER'S HOT-LINE, INCLUDING SEPTIC LINES, ELECTRICAL & PLUMBING TO GARAGE, GARDEN, LIGHT POLES, POOLS, ETC.

--PLEASE ATTEMPT TO CUT ANY LAWN BEFORE START SO WE CAN THOROUGHLY RAKE UPON COMPLETION.

--PLEASE DO NOT WATER LAWN FOR 3 DAYS PRIOR TO McCoy STARTING ANY OUTSIDE WORK.

Al Jutick
Analyst's Signature

Owner's Signature

BUSINESS OF THE GERMANTOWN VILLAGE BOARD

MEETING DATE: February 15, 2021

PLACEMENT New Business

ITEM TITLE: Recommendation of the Ad Hoc Audio-Visual Committee

SUBMITTED BY: Michelle Tucker

SUMMARY EXPLANATION:

In November of 2020, the Village Board created an Ad Hoc Committee to begin the process for an upgrade to the Board Room's Audio-Visual Equipment. Funds for the project are leftover from the 2020 roofing project (approximately \$100,000). The Ad Hoc Committee members are Trustee Rick Miller, Trustee Jolene Pieper, Support Services Manager Michelle Tucker, Fire Chief John Delain and citizen representative Dan Hummel.

Throughout the remainder of November and December, Manager Tucker pursued proposals for the project. It was determined that we would not use an RFP process because we did not have specifications of what we wanted, so we presented our needs to multiple vendors and solicited proposals from them that would meet those needs. A total of five vendors were given the opportunity to submit a proposal. Three of these chose to submit one: Camera Corner Connecting Point (CCCP), Heartland Business Systems (HBS), and Global Sight and Sound. All vendors were given a tour of the existing equipment, and the opportunity to ask questions about our uses and needs.

At our February Ad Hoc Committee meeting, the three vendors presented their proposals, showed examples of their work, and answered questions. Draft minutes from that meeting are included in the packet. Total costs for each project were: CCCP at \$97,764.79, Global Sight and Sound at \$95,412.01 Heartland Business Systems at \$86,567.25 with three optional add-ons.

After hearing the three proposals, asking questions, and getting input from Attorney Sadjak and Clerk-Treasurer Braunschweig, the Ad Hoc Committee recommends to the Village Board that we accept the proposal by Heartland Business Systems. We also recommend that we add option 2 for \$4,282 which would be the addition of eight 22" monitors that would be placed between each trustee. The Committee asks that the Board decide on whether to add either of the other options.

There could be one potential adjustment to the proposal because the committee has asked HBS to explore other microphone options with us. With option two included and the current microphones, the cost would be \$93,849.25. Because the equipment order will take 4-6 weeks, it is the committee's recommendation that the Village Board approve

an agreement now with HBS with a not to exceed of \$100,000 to allow a buffer in case there are additional costs, or the alternate microphone cost is higher. The committee will meet one more time to discuss the microphones with HBS and to answer any open questions for the setup/install process.

A link to the packet for the Ad Hoc Committee meeting can be found here and includes all three proposals:

http://www.village.germantown.wi.us/AgendaCenter/ViewFile/Agenda/_02032021-1896

ATTACHMENT: ORDINANCE____ RESOLUTION ____ OTHER x

RECOMMENDATION:

Approve an agreement with Heartland Business Systems for the installation of new audio-visual equipment in the Village Board Room with a not to exceed of \$100,000.

ACTION BY VILLAGE BOARD

VILLAGE OF GERMANTOWN
AD HOC AUDIO VISUAL MEETING MINUTES
February 03, 2021

CALL TO ORDER: The meeting was called to order at 6:05 pm by Trustee Rick Miller.

ROLL CALL: Present: Trustee Miller, Chief Delain and Manager Tucker. Also present: Clerk Treasurer Braunschweig and Attorney Sajdak,

NEW BUSINESS:

A. Presentation of Audio Visual Proposals for the Village Board Room.

Manager Tucker introduced our first presenter: Camera Corner Connecting Point (CCCP) who was represented by Mike Mader and Brad Behling.

Mr. Mader walked through highlights of CCCP's proposal. It would be a two-camera system that will be fully automated; there would be touch panel controls for the sound. Each trustee would have a small audio monitor to help them hear each other, as well as a new microphone. Chief Delain asked questions about the control panel programming; Mr. Mader said most of what we might want can be programmed into the system. You can control one of the cameras from the touch panel. Each Trustee would also have a 23" monitor (one for every two trustees). The TVs would be reused but moved, with one on an articulating mount.

Mr. Mader said that they would be using Barco Clickshare which allows wireless presentations from anywhere in the room. The system would be agnostic in regard to video conference systems. They would install all new microphones; Trustee Miller asked if they had the ability to auto-mute (they do not). Attorney Sadjak asked questions about the camera presets. Mr. Mader finished his presentation by showing video from Manitowoc and Door County, where they had installed systems, to show us how the programming of the cameras looks.

Our second presenter was Heartland Business Systems, represented by Glen Allen, Jeff Seeger and Rod Reynolds. They began their presentation with a sketch of the Village Board Room and where new equipment would be placed. Their proposal includes 3 cameras, new projecting speakers that can aim sound down into the room, and new discussion microphones for each trustee. They also would install new recessed ceiling speakers, would move one of the TVs to make viewing by public easier, and would install an additional HDMI input for presenters. Mr. Reynolds explained the options that were included: an 86" screen, 22" monitors for the trustees, and an extension connection to Conference Room A.

There would be a control panel touchscreen that would allow for some controls by people in the meeting. The equipment would all be upgraded in the A/V room and would include a joystick camera control, as well as all new connections. They were asked about connecting to the cable system, and they said they would work with Spectrum to get our connection updated to newer equipment. The system would have the ability to be rebooted remotely, as well as have some technical work done remotely. Mr. Reynolds showed cut sheets of some of the equipment, while Mr. Seeger explained what they do. They also showed a clip of Franklin's meeting to show us what the sound and video look like.

The last presenter was Peter Kotsakis with Global Sight and Sound. Mr. Kotsakis walked through his quote. It includes an articulating arm for one tv and relocation of the other, new HDMI connections, 2 PTZ cameras, and 6 22" monitors for the trustees. In the control room, they would reuse the existing 7" preview monitors. There would be two control panels- one that is 15 inches in the room with limited functionality; the other would be in the control room. The cameras can be auto programmed to work with the microphones. He said programming would happen off site and that it

would take 2-3 weeks to order equipment, and about a week for the installation. There would be training the first year and a detailed instruction manual provide.

B. Discussion with Possible Recommendation for the Audio Visual Equipment in the Village Board Room

After Mr. Kotsakis' presentation, Trustee Miller, Chief Delain and Manager Tucker discussed the pros and cons of each. Chief Delain liked the equipment in HBS' proposal; the group asked Attorney Sadjak about his experience in Franklin and he said he did not like the discussion microphone system. Manager Tucker suggested that we ask for an alternate microphone option if we go with Heartland. Everyone agreed that the pricing and the services offered by Heartland (HBS) were the best. Clerk-Treasurer Braunschweig said she would like to know what Mr. Hummel's opinion is based on his experience running the equipment. Manager Tucker said that she could send the recording of the meeting to Mr. Hummel and Trustee Pieper to get their opinions. The group agreed that unless Mr. Hummel and Trustee Pieper were opposed to it, the committee would recommend Heartland Business Systems as the vendor to the Village Board on February 15, 2021.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 8:03 p.m.

Respectfully Submitted,

Michelle Tucker

Boardroom AV Upgrade

Quote #239077 v3

Prepared For:
Village of Germantown

 Michelle Tucker
 N112 W17001 Mequen Rd
 Germantown, WI 53022-3212

P: (262) 250-4700

E: mtucker@village.germantown.wi.us

Prepared By:
Heartland Business Systems

 Glen Allen
 1700 Stephen Street
 Little Chute, WI 54140

P: 9207887720

E: gallen@hbs.net

Date Issued:
01.07.2021
Expires:
02.01.2021

Boardroom	Price	Qty	Ext. Price
Please note this quote does not include shipping and it may be charged at time of order			
Boardroom Components	\$57,992.25	1	\$57,992.25
Equipment			
Panamax 4-outlet Surge Protector		2	
QSC 6.5" Two-way Surface Speaker - White		4	
QSC 6.5" Two-way Low-profile Ceiling Speaker		6	
QSC Four-channel Power Amplifier		2	
Shure Central Control Unit		1	
150 Watt In-line Power Supply for DIS-CCU		1	
Shure Portable Discussion Unit		13	
Shure 20" Gooseneck Mic for DIS Systems		13	
Shure Vocal System, Includes QLXD2/SM58 Handheld Transmitter		1	
Q-SYS Unified Core Audio Processor		1	
Q-SYS Core 110 Scripting Engine Software License, Perpetual.		1	
Crestron Control Processor		1	
Crestron 10.1 in. Tabletop Touch Screen, Black		1	
Crestron 1:4 HDMI D/A		1	
Crestron 4x1 HDMI Switch		1	
Crestron 1:2 HDMI D/A		4	
DM Lite® Transmitter for HDMI® Signal Extension over CATx Cable, Wall Plate, Black Textured		2	
Crestron Transmitter for HDMI® Signal Extension over CATx Cable		3	
Crestron Receiver for HDMI® Signal Extension over CATx Cable		5	
Vaddio AV Bridge MatrixMIX Production System		1	
Vaddio TeleTouch 27" USB Touch-Screen Multiviewer		1	
Vaddio AV Bridge Mini		1	
Vaddio RoboSHOT 12E OneLINK HDMI SYS - PTZ Camera		2	
Vaddio RoboSHOT 30E OneLINK HDMI SYS - PTZ Camera		1	
Vaddio Dual 1/2 Rack Mounting Kit		1	

Boardroom	Price	Qty	Ext. Price
Furman 20A Advanced Remote Smart Sequencer W/SMP & EVS, 9 Outlets 10Ft Cord		1	
M/A Power Strip, 10 Outlet, 20A		1	
Liberty Panelcrafters Precision Manufactured Bulk wire Plate with 1 inch Grommet hole		13	
USB 3.0 Extender Kit		1	
HPE Aruba 8G-PoE+ - Central Managed - switch - managed - 8 x 10/100/1000 (PoE+) + 2 x combo Gigabit SFP - desktop, rack-mountable, wall-mountable - PoE+ (67 W)		1	
Wire and Consumables			
Black Box Slim-Net Cat.6 Patch UTP Network Cable - 7 ft Category 6		20	
3' Liberty Reduced Profile HDMI Patching Cables with High-Retention		24	
Liberty 16/2 Speaker Wire, Plenum, box, Black		1	
Liberty CAT6 Cable Plenum, box, Black		1	
Heartland Business Systems - Misc Cabling		1	
2- Owner Furnished Move: Existing wall-mounted TVs 1- Owner Furnished Abandon-In-Place: Existing In-Wall Speakers 1- Owner Furnished Re-use existing equipment racks 1- Owner Furnished Gentner Listening Assistance System 1- Owner Furnished Remove Outdated Shure SC4 Wireless Mic System			
Fixed Fee Project HBS Responsibilities: • Move existing display(s) / Install new display • Install cameras • Install discussion mic system • Remove old, install new rack-mounted equipment • Program control system • Configure and program matrix-mix system • Program touch panel • Tune room • Testsystem • Instruction HBS Assumptions: • There are two Dais HDMI sources • The Dais PC is used to connect to the video conference platform of choice • The AV system may have an uplink to the customer network Customer Responsibilities: • Install A-C receptacles and data jacks or drops per HBS direction and/or drawings • Install CAT6 Data and shielded CAT6 point-to-point cables per HBS direction and/or drawings • Provide access to the room for the duration of the installation	\$28,575.00	1	\$28,575.00
Subtotal			\$86,567.25

Option 1- 86" Rear Wall- Mounted Display	* Optional	Price	Qty	Ext. Price
Option 1 Components		\$2,990.94	1	\$2,990.94
LG Electronics 86-Inch 4K UHD LED Smart TV - Cinema HDR - 120Hz			1	
MustangPro - Flat Mount			1	
Panamax 4-outlet Surge Protector			1	
Crestron Transmitter for HDMI® Signal Extension over CATx Cable			1	
Crestron Receiver for HDMI® Signal Extension over CATx Cable			1	
3' Liberty Reduced Profile HDMI Patching Cables with High-Retention			1	

Option 1- 86" Rear Wall- Mounted Display	* Optional	Price	Qty	Ext. Price
Fixed Fee Project		\$810.00	1	\$810.00
			* Optional Subtotal	\$3,800.94

Option 2- 22" Dais Monitors	* Optional	Price	Qty	Ext. Price
Option 2 Components		\$3,202.00	1	\$3,202.00
SamsungSR350 Series - LED monitor - 21.5" (21.5" viewable) - 1920 x 1080 Full HD (1080p) @ 75 Hz - IPS - 250 cd/m² - 1000:1 - 5 ms - HDMI, VGA - black with silver bezel			8	
Ergomart LIMBO Low Profile Monitor Stand			8	
Crestron 1:8 HDMI® Distribution Amplifier w/4K60 4:4:4 & HDR Support			1	
Crestron Transmitter for HDMI® Signal Extension over CATx Cable			1	
Crestron Receiver for HDMI® Signal Extension over CATx Cable			1	
6' Liberty Reduced Profile HDMI Patching Cables with High-Retention			2	
10' Liberty Reduced Profile HDMI Patching Cables with High-Retention			2	
15' Liberty Reduced Profile HDMI Patching Cables with High-Retention			2	
25' Kramer High-Speed Flexible HDMI (M) to HDMI (M)			2	
Fixed Fee Project		\$1,080.00	1	\$1,080.00
			* Optional Subtotal	\$4,282.00

Option 3- Feed to Adjacent Room Display	* Optional	Price	Qty	Ext. Price
Option 3 Components		\$484.54	1	\$484.54
Crestron Transmitter for HDMI® Signal Extension over CATx Cable			1	
Crestron Receiver for HDMI® Signal Extension over CATx Cable			1	
6' Liberty Reduced Profile HDMI Patching Cables with High-Retention			2	
Fixed Fee Project		\$135.00	1	\$135.00
			* Optional Subtotal	\$619.54

Quote Summary	Amount
Boardroom	\$86,567.25
Total:	\$86,567.25

*Optional Expenses	One-Time
Option 1- 86" Rear Wall- Mounted Display	\$3,800.94
Option 2- 22" Dais Monitors	\$4,282.00
Option 3- Feed to Adjacent Room Display	\$619.54

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. QT.2020.v1.0

Acceptance

Heartland Business Systems**Village of Germantown**

Glen Allen

Signature / Name

01/07/2021

Date

Signature / Name

Initials

Date

HTG Standard Terms & Conditions

STANDARD TERMS AND CONDITIONS

The parties to this agreement are Heartland Business Systems, LLC., ("Heartland" or "Seller"), with corporate headquarters located at 1700 Stephen Street, Little Chute WI 54140, and customer ("Buyer") who purchases products and/or services from Heartland.

1. **ACCEPTANCE.** Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of services and/or products from Heartland.
2. **PAYMENT AND TERMS.** All invoices provided by Seller to Buyer shall be paid within 30 days of the invoice date with the exception of HBSFLEX Agreement invoices. HBSFLEX Agreement invoices shall be paid upon receipt of the invoice. A service charge of \$35.00 will be assessed for each check that is returned for insufficient funds.
3. **FORCE MAJEURE.** Heartland's performance hereunder shall be excused if such nonperformance or delay of performance is due to causes beyond the reasonable control of Heartland and is the direct or indirect result of, but not limited to, acts of God, acts of the public enemy, acts of the United States of America, or any state, territory or political subdivision thereof or of the State of Wisconsin, fires, war, riots, terrorism, floods, epidemics, quarantine restrictions, insurrection, strikes, labor shortage, materials shortage or freight embargoes. Any delay in performance due to the force majeure occurrence shall extend the period for performance for the duration of the delay.
4. **SHIPPING.** With respect to any products that are to be shipped, shipment shall be FOB Seller's place of business, by common or contract carrier, or, in the case of drop shipment, FOB a manufacturer's or distributor's place of business, by common or contract carrier. Freight charges shall be Buyer's responsibility. "Delivery," as that term is used in this proposal and any resulting contract, shall be deemed completed when the goods have been placed into the hands of the common or contract carrier.
5. **WARRANTY.** Any hardware, software, or parts sold to Buyer may be subject to a warranty made by the manufacturer or other third party to Buyer and, if so, the terms and conditions of such warranty are embodied in other documents. Buyer acknowledges that Seller is not a party to any such warranty, and that any rights or remedies that Buyer may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against the Seller. SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY THE SELLER WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.
6. **PROFESSIONAL SERVICES.** Heartland may provide professional services as requested by the Buyer. All services provided by Heartland, which include labor and travel charges, are subject to the terms and conditions as set forth in this Agreement. Services provided by Seller to Buyer may be covered under a manufacturer or other third party warranty, may be applied to a pre-paid HBSFLEX Agreement purchased by the Buyer, at the rates set forth in the most current version of the HBSFLEX Volume Service Schedule, as updated from time to time, or may be billed out to the Buyer at the then-prevailing hourly rate. Regardless whether the services are covered under warranty, applied to a HBSFLEX Agreement or billed out at an hourly rate, all terms of this Agreement apply. Heartland's records shall be the sole measurement of professional services and/or time expended by Heartland. HBSFLEX Agreements may not be used to purchase products, and each HBSFLEX Agreement shall automatically expire eighteen months after the date of invoice for that HBSFLEX Agreement.
 1. **Warranty.** If services provided are in connection with a problem that is covered by a manufacturer or other third party warranty, then such services shall not be counted against a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, to the extent of the warranty coverage. Please refer to your manufacturer or third party provided documentation which will define what is covered under warranty. Any labor or travel provided that is not covered under the manufacturer or third party warranty will be applied to a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, whichever applies.
 2. **HBSFLEX Agreements.** Buyer may choose to purchase a pre-paid HBSFLEX Agreement from Seller. When a HBSFLEX Agreement is purchased, labor and travel charges incurred will be applied against the HBSFLEX Agreement. Buyer will receive informational invoices detailing the services as they are provided.
 1. When a pre-paid HBSFLEX Agreement is exhausted an additional HBSFLEX Agreement may be purchased. If an additional HBSFLEX Agreement is not purchased, then services will be billed out at the then-prevailing hourly rate.
 2. Either party may terminate a pre-paid HBSFLEX Agreement by giving notice to the other, in writing by mail to the party's last known address, of such intent. If this Agreement is terminated before the HBSFLEX Agreement is expended, then Heartland shall refund 75% of the unused portion of the fee and may retain the balance.
 3. **Hourly Rate.** Should services provided not be covered under a manufacturer or third party warranty or should the Buyer not have purchased or not have time available on a HBSFLEX Agreement then all labor and travel will be billed out at Heartland's then-prevailing hourly rate.
7. **PROFESSIONAL SERVICE ESTIMATES.** At times, Buyer may request time estimates for service situations. Heartland will provide a best estimate based upon the information that is known at the time of the request. This is to be considered an estimate for service only and not a guarantee. Actual service hours may be less or may be more than the estimate provided.
8. **FOUR-HOUR RESPONSE.** For calls received on normal business days, excluding holidays, Heartland will use its best effort to respond to the Buyer's request for service within four business hours (the hours between 8:00 a.m. and 5:00 p.m. CT) of the Buyer's request.
9. **ASSIGNABILITY.** Heartland may delegate all, or any part of, its duties hereunder to a subcontractor.
10. **EXCLUDED EQUIPMENT.** Heartland may discontinue providing services with respect to any hardware for which it can no longer readily obtain repair parts or technical assistance.
11. **BUYER'S RESPONSIBILITY.** Buyer shall use its best efforts to cooperate with Heartland in connection with Seller's carrying out its duties hereunder, and Buyer shall refrain from any act or omission that could frustrate Heartland's performance. In that regard, but not by way of limitation, Buyer shall designate one employee for each location at which services are expected to be rendered under this Agreement, with full authority to act for Buyer in the event that Buyer's input is required in order to affect any aspect of the services provided hereunder.
12. **BUYER'S WARRANTY AS TO PROPER LICENSING.** Buyer warrants and represents to Seller that it possesses a proper license for all software being used by Buyer's organization and shall hold Heartland harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software.
13. **BUYER'S WARRANTY AS TO PROPER BACKUP.** Buyer warrants and represents to Seller that Buyer's data and system has been properly backed up prior to the commencement of any services provided by Heartland and understands that the Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of improper backup situations or data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
14. **NON-SOLICITATION OF HEARTLAND PERSONNEL.** During the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, encourage any employee of Heartland, who became known to Buyer by virtue of such employee's providing services under this Agreement, to terminate his or her employment with Heartland. In addition, during the term of

- this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, solicit any employee of Heartland, who became known to Buyer by virtue of such employee's providing services under this Agreement, for employment which would end or diminish that employee's service with Heartland. Buyer acknowledges that Heartland will suffer irreparable harm as a result of Buyer's violation of this paragraph and that Heartland may bring an action for injunctive relief and/or actual damages to enforce this provision.
15. **SUSPENSION OF PRODUCTS AND/OR SERVICES.** Heartland may, at its option, suspend providing products and/or services hereunder in the event that the Buyer is delinquent on payment of any outstanding invoices.
 16. **EXCLUSIVE REMEDY/LIMITATION OF LIABILITY.** Notwithstanding any other provision herein, Seller's sole and exclusive liability to Buyer for any breach of this Agreement, or breach of any warranty, express or implied, found to have been made in connection with this Agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder; Seller shall have no liability for any other damages, consequential or otherwise. Seller shall have no liability whatsoever to Buyer if computer software or computer hardware sold hereunder is subsequently upgraded, or is otherwise used with software or hardware that was not used with the software and/or hardware sold hereunder at the time of installation, or if any such software or hardware has been serviced by anyone other than Seller. Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
 17. **ACCEPTANCE OF PRODUCTS.** Buyer shall be deemed to have irrevocably accepted the products and services sold hereunder if Buyer has not given to Seller a written notice of rejection, describing the basis for rejection, within 10 business days after delivery. All data and intellectual property provided by Seller in connection with this Agreement shall belong to Seller ("Heartland Materials"). Seller shall retain all rights and interests in and to the Heartland Materials after the completion of this Agreement.
 18. **CLOUD SERVICES.** Buyer agrees and acknowledges that in order to provide a high level of service, Seller may store Buyer's information in the public cloud. This information may include but is not limited to drawings, pictures, equipment layouts, passwords, backups, or configuration files. Buyer agrees and acknowledges that the cloud is a separate and independent network, which is not controlled by Seller, and that Seller shall have no liability whatsoever, under any circumstances, for any damages arising out of or relating to the use of the public cloud, including but not limited to the loss of any information.
 19. **CHOICE OF LAW.** This Agreement, and any claim arising under it, or related to the transaction evidenced by it, shall be construed and determined under the laws of Wisconsin.
 20. **ATTORNEY FEES.** In the event that legal action is taken by either party upon any claim arising from this Agreement or in any way related to the transaction that is evidenced by this Agreement, Seller shall, if it prevails, be entitled to recover from Buyer its actual reasonable attorney fees incurred in connection therewith.
 21. **SEVERABILITY.** If any portion of this Agreement is determined by a court or government agency having competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.
 22. **BINDING EFFECT.** This Agreement shall bind and inure to the benefit of the parties, and their respective heirs, successors, personal representatives, beneficiaries and assigns.
 23. **ADDITIONAL WORK.** In the event that Seller agrees to provide additional products or service not specifically covered by this Agreement, the terms and conditions of this Agreement shall govern, unless otherwise provided in writing.
 24. **ENTIRE AGREEMENT.** This is the entire agreement of the parties respecting the sale of the products or services, sold by Seller to Buyer. No modification, addition, or amendment shall be binding unless in writing and signed by both parties.

Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of services and/or products from Heartland.

**BUSINESS OF THE GERMANTOWN PUBLIC SAFETY
COMMITTEE**

MEETING DATE: February 1, 2021

PLACEMENT New Business

ITEM TITLE: Summary of IAF Local 4854 Contract for 2021

SUBMITTED BY: Michelle Tucker

SUMMARY EXPLANATION:

The contract for 2021 with the IAF Local 4854 was ratified by the union shortly. It will be presented to the Village Board for approval on Monday February 15. For reference, here is a summary of changes:

- It is a one-year contract, with a 2% increase for 2021 for all represented employees. Estimated cost \$13,294; budget included a 2% increase.
- The sick time policy and overtime policies have been changed to match the policies for non-represented employees.
- The temporary Battalion Chief step-up pay was changed to a stipend of \$125 per 24-hour shift rather than temporarily increasing pay to the Battalion Chief rate. Total cost savings of this change would be difficult to calculate, but in some instances, the cost of the step-up pay could be as much as \$150 per shift, so the stipend change would be a savings of up to \$25 per shift. This change simplifies payroll.
- A definition of Paid on Premise was included; additionally, there is no longer a separate contract for Paid on Premise/Paid on Call.
- Uniform allowance for POP staff was reduced from \$200 per year to \$75 per year; the EMT full time clothing allowance was increased by \$150 per EMT for 2021 because of wear related to COVID precautions. This cost is offset by not purchasing Class A uniforms in 2021. The budget for uniforms covers the cost of all changes.
- Start times were changed for all shifts to 0700. No cost associated.
- The percentage of sick leave allowable for conversion to health insurance coverage at the time of retirement was changed from 50% to 55% to match the agreement with the Police Union.
- Regular full-time employees will accrue 12 hours of sick leave per month instead of 11.6 hours. The estimated cost for this for all employees is \$1150 per year; sick time is not separated out in the budget, but the cost will be covered by the personnel budget for 2021.
- A Lieutenant payrate was created; eligible full-time employees filling the role will receive a 5% increase over their current pay rate. Estimated cost \$7500; budget included this amount.
- The contract was reorganized, and some language changed for clarity.

ATTACHMENT: ORDINANCE____ RESOLUTION ____OTHER ☒ IAF 4854 Contract

RECOMMENDATION: Item is Informational Only.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE VILLAGE OF GERMANTOWN

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL4854

January 1, 2021 – December 31, 2021

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This AGREEMENT is made and entered into between the Village of Germantown, Wisconsin, hereinafter referred to as the "Employer" and the Local 4854, International Association of Fire Fighters, hereinafter referred to as the "Association" on behalf of and covering only the regular full-time and paid on premise employees of the Employer's Fire Department, in the classification of Firefighter and Emergency Medical Technician, hereinafter referred to as the "Employees."

ARTICLE I - PURPOSE

It is the purpose of the Agreement and the desire of both parties hereto to protect and promote the interests of the general public to whom the parties provide services, to maintain harmonious labor relations, to obtain a complete agreement covering wages, hours of work, and conditions of employment to provide for the well-being of the employees and to allow the Employer to operate and manage its affairs as efficiently and flexibly as possible. All references to employees in the male or female gender shall be interchangeable where applicable.

ARTICLE II - RECOGNITION

Section 2.1: The Employer hereby recognizes the Association as the exclusive bargaining agent for the regular full-time and paid on premise employees of the Employer's Fire Department, excluding professional, supervisory, managerial, volunteer, temporary, clerical, and confidential employees.

ARTICLE III - MANAGEMENT RIGHTS

Section 3.1: The Employer possesses the sole right to operate the Fire Department and all management rights and functions repose in it. These rights include, but are not limited to, the following:

- To direct all operations of the Fire Department;
- To establish reasonable work rules, to establish, modify or change work schedules, manning of apparatus, or the amount of apparatus in the fleet, and to assign working hours including overtime;
- To hire, promote, transfer, schedule and assign employees in positions within the Fire Department, and to hire, promote, transfer, schedule and assign to supervisory or other technical or managerial positions, or to positions outside the classification of the Fire Department;
- To suspend, demote, discharge and take other disciplinary action against employees for cause;
- To take whatever action is necessary to comply with State or Federal law;
- To allocate and assign work to employees within the Department;
- To relieve employees from their duties because of lack of work, lack of apparatus, or any other legitimate reason;
- To maintain the efficiency of Fire Department operations and facilities, and to introduce new, improved, or different methods and techniques of operation of the Fire Department or of

changes in existing methods or techniques;

- To determine and change the scheduling of operations and determination of the number and duration of hours of assigned duty per week;
- To determine the amount of supervision necessary;
- To contract out for goods and services for ancillary services as long as no current bargaining unit personnel are displaced by such contracting out;
- To determine the methods, means and personnel by which Fire Department operations are to be conducted and to determine the number of ranks and the number of firefighters within each rank;
- To take whatever action is necessary to carry out the functions of the Fire Department in situations of emergency;
- To determine the kinds and amounts of services to be performed as pertains to Fire Department operation; and the number and kind of classifications to perform such services;
- To assign other duties to members of the Fire Department as these duties relate to the administration and operation of the Fire Department;
- To organize, reorganize or change the size of the Department, and the determination of job classifications and ranks based on duties assigned, including the size of the Fire Department and determination of job classifications and ranks based on duties assigned;
- To determine health-, safety-, and property-protection measures for the Fire Department; and
- To determine policy affecting selection and training of firefighters.

Section 3.2: These rights shall be exercised consistently with Chapter 111 of the Wisconsin Statutes and the express terms of this Agreement. Nothing herein contained shall divest the Association of any of its rights under Wisconsin Statutes.

ARTICLE IV - SALARIES

Section 4.1: Salaries shall be paid as listed on Appendix A, as attached hereto, and made a part hereof.

ARTICLE V - WORKDAY AND WORK WEEK

Section 5.1 - Workday: A normal workday for all regular full-time employees working the fifty hour workweek schedule shall consist of working ten (10) hour consecutive hour shifts commencing at 07:00 the start of the employee's normally assigned shift, until 17:00. A normal work-day for all regular full-time employees working the twenty-four (24) hour schedule shall consist of working twenty-four (24) consecutive hour shifts at 07:00, the start of the employee's normally assigned shift, until 07:00 the following day. A normal workday for all regular full-time employees working the fifty-hour (50) workweek flex schedule shall consist of working ten (10) consecutive hour shifts commencing at 07:00. A normal workday for all regular part-time employees shall consist of working twelve (12) consecutive hour shifts commencing at 07:00, the start of the employee's normally assigned shift until 19:00.

Section 5.2 Work Week: The normal work week for regular full-time employees working the fifty-hour (50) workweek schedule shall be Monday through Friday at ten (10) consecutive hours per workday. The normal work week for regular full-time employees working the twenty-four (24) hour shifts shall be fifty-six (56) hours per week by working a cycle of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty. The normal work week for regular full-time employees working the full- time flex schedule shall be fifty (50) hours per week. The Village' s utilization of the 24 hour shifts is based on such employees assigned two-hundred sixteen (216) hours in a twenty-seven (27) day work cycle. Except when designated by the Fire Chief of the Chiefs designee, no employee shall be permitted to work in excess of seventy-two (72) hours straight without a twelve (12) hour break in between shifts. The normal work week for regular part-time employees shall consist of working twenty-four (24) hours one week and thirty-six (36) hours the next week at twelve (12) consecutive hours per workday.

Section 5.3: Bargaining unit members shall have a one (1) hour paid lunch. If the lunch period is interrupted by a call to duty, the employee may finish the remaining lunch period at another period during the day.

Section 5.4: All overtime hours must be approved by the Chief or the Chiefs representative.

Section 5.5: The duty of a Paid on Premise employee is to cover shifts on the department schedule. These shifts will be worked as a 12 or 24 hour shift with the assigned pay rate. Paid on Premise employees

may also respond to the fire station to backfill during times of high call volume, as part of a fire company, or as requested by the officer in charge. The POP employee is certified as, minimally, a FF or EMT-basic, preferably both. This employee is expected to uphold all department policies and procedures and work alongside the full time employees. All POP are able to fill a shift as deemed necessary by the fire chief or the battalion chief on duty. These POP employees are the first preference to fill a vacation or compensatory time spot vacated by a full time employee with the minimum requirements of a FF/EMT-B. Management rights will be applied to the vacated spot as necessary to support staffing of Germantown Fire Dept. Paid on Premise, Paid on Call, and part-time employees are used interchangeably within this contract.

ARTICLE VI- OVERTIME

Section 6.1: For regular full-time employees working the twenty-four (24) hours shifts, overtime is any time worked by an employee outside of his/her regularly assigned shift. For regular full-time employees working the regular fifty (50) hour shift, overtime is any time worked by an employee at the direction of the Employer in excess of forty (40) hours paid per week and hours outside of his/her regularly assigned shift. For regular full-time employees working the fifty (50) hour flex shift, overtime is any time worked by an employee at the direction of the Employer in excess of fifty (50) hours per week and hours outside of his/her regularly assigned shift. Employees working overtime shall be compensated for such time at a pay rate of time and one-half (1-1/2) based on his or her normal hourly rate of pay. Overtime will be computed at the nearest quarter hour. Employees who are called in prior to their regularly scheduled shift shall be allowed to complete his or her full regular shift unless otherwise mutually agreed. Time paid for those employees earning compensations for a recognized holiday occurring during that workweek will be counted as hours worked for overtime calculation purposes. Additionally, any prescheduled leave including planned vacation, sick time or compensatory time will count toward time worked for overtime calculation. To be considered "prescheduled" the time must have been approved by the supervisor. Time taken that is not approved is not considered as time worked.

Section 6.2 - Compensatory Time Off: Employees may accumulate overtime earned as compensatory time off in lieu of cash payment subject to the provisions of this paragraph. Compensatory time off will accumulate at the rate of one and one-half (1-1/2) hours for each hours of compensatory overtime hour worked. Employees may accumulate up to one hundred twenty (120) hours of compensatory time.

At the end of the year, employees may carry over accumulated compensatory time to the next

year or accept a payout of accumulated compensatory time.

Compensatory time may be taken at the employee's discretion with prior approval of the Chief or his designated representative. Compensatory time may be granted in blocks of one (1) or more hours with the approval of the Chief or his designated representative. Compensatory time off requests may be submitted at any time. However, when practicable, the request must be turned in at least seven (7) days prior to the date of the requested time off. Compensatory time off may be taken at the beginning or end of the shift. In the event an employee incurs overtime by working for another employee who is off on compensatory time, said employee working the overtime must take the overtime payment in cash rather than compensatory time off.

Should an employee resign or be terminated, compensatory time shall be paid to the employee at the rate in existence at the time of resignation or termination, or the rate prescribed by the Fair Labor Standards Act, whichever rate is higher.

Section 6.3 - Call-In Overtime: Regular full-time and part-time employees called in to work by the Chief or the Chiefs designees on other than a regularly scheduled time shall be entitled to at least two (2) hours' work, or pay therefore, at time and one-half (1-1/2) regardless of the length of time less than two (2) hours which they may work. An employee shall not be entitled to the two (2) hour minimum when he or she is instructed to report early for a particular shift, is required to remain after the close of this shift or is called in for an entire shift or split shift pursuant to this Article. In the event that an emergency incident requires a call in and the employee reports less than two hours prior to the employee's normal workday and that incident lasts until the start of the workday, then the employee will be paid at time and one-half (1-1/2) from the initiation of time worked at the incident until the employee's normal workday starts.

Regular full-time and part-time employees called in to work through the paging system for company duty assignment shall be entitled to at least two (2) hours' work, or pay therefore, at straight time for the first call-in during a calendar day 24-hour period, and then at the rate of one and one-half hours work, or pay therefore, at straight time for each subsequent call-in through the paging system that calendar day, regardless of the length of time less than the paid time which they may work. If an employee has already worked overtime based on meeting the number of hours in the work period or work week when the paging system call in occurs, then the minimum paid time above shall also be at the overtime rate regardless of the length of time less than the paid time which they may work.

Section 6.4 - Training Overtime: All training overtime must be authorized by the Fire Chief. The employer has the authority to change the employee's shift so as to accommodate training and

thereby avoid the payment of overtime by mutual agreement.

Section 6.5- Trade Days: Employees shall be allowed to trade days or shifts under mutual agreement subject to the approval of the Chief or the Chiefs representative. All requests for exchange of time or shift swap (trades) shall be requested at least 48 hours in advance and must be filled within three months. The employees must submit the request to the Fire Chief Office's for approval. The employee working the trade shall not be paid for those hours. Hours worked during the trade shall be excluded by the employer in the calculation of the hours for which the employee working may otherwise be entitled to overtime compensation under the Fair Labor Standards Act. If the employee scheduled to fill the trade calls in sick or is unavailable, then that employee's leave bank shall be charged, as applicable, and that employee shall be held accountable for said vacancy. Employees requesting a trade must have at least twelve hours paid leave time in order to be eligible to trade. The Village assumes no liability or responsibility for repayment of trade time that is unfulfilled. The employee must maintain record regarding trade times exclusive of the written request. Permanent shift changes only may occur if a minimum of two (2) weeks' notice is given and only with the approval of the Chief or the Chiefs representative. It shall be the normal procedure to assign the employee to his or her next regular shift under such circumstances, subject to changes by the Chief or the Chiefs representative.

ARTICLE VII - EDUCATION

Section 7.1: For courses enrolled in after May 1, 2000, employees may be reimbursed for one-half (1/2) of the per credit or tuition amount per semester for courses successfully completed in and enrolled in accordance with the terms of this policy. Courses eligible for inclusion in this policy:

- shall be attended in residence at a college, university, or technical college;
- shall be listed in the current school catalog and class schedule of the respective school;
- shall be related to the employee's current work duties for the Village of Germantown; and
- shall be contained within a program of study for which credit is given toward a degree or associate degree from the college, university, or technical college.

Approval for inclusion of course work under this section shall be sought in the following manner:

- The submittal of a request on an Approved Educational Incentive Program form to the Fire Chief for review relative to course value to the Fire Department and relationship of the course to the employee's current position with the Germantown Fire Department.
- The request shall be submitted to the Fire Chief for consideration and approval or disapproval. Any approval must be obtained prior to the employee enrolling in any course for which the

benefits of this program are applied.

Section 7.2- Training: All Germantown Fire Department employees who attend association meetings, conferences, training sessions, institutions, workshops, seminars, or special classes during regular working hours and who receive prior approval, as specified below, will be considered for purposes of time reporting and payroll to be at work during the period of meetings; training and seminars. The hours of work are only for work related topics and time. Activities that are social in nature and not related to the job are not accountable hours.

Prior approval of the Fire Chief must be obtained in writing before any employee attends association meetings, conferences, training sessions, institutions, workshops, seminars, or special classes during regular working hours. The attendee must submit a written request indicating all pertinent details including any request for crediting of time or reimbursement of fees to the Fire Chief. A signed voucher would mean approval.

Upon successful certification or completion, some classes attended which are State Certified, are reimbursed by the State of Wisconsin, including tuition, mileage, food, and lodging. The Fire Chief will be responsible for submitting the appropriate form to the state for reimbursement.

Training Request Procedure: Requests must be made on a Germantown Fire Department form. The forms may be obtained from the Chief or the Chiefs designee.

Costs Covered: When a request for training is approved, the employee's registration, tuition, related publications, reasonable transportation, and lodging costs will be covered by the Village. Receipt retention and submission is required for such cost coverage. Employees will receive \$25.00 per day for meal allowance for each full day they are engaged in training or conferences, this allowance does not cover alcoholic beverages. There are some restrictions as it relates to breakfast and dinner. If you are going to be returning home the night of a conference, then the dinner allowance will not be allowed. The same goes for breakfast the morning that you leave; this will not be allowed. A breakfast is only covered if you will be staying overnight the day before the conference or seminar and dinner will only be allowed if you are staying overnight the night of a conference.

Out-of-State Training for the Germantown Fire Department shall be approved during the budget process.

The Germantown Fire Department will attempt to provide a vehicle for transportation for all training. All requests for mileage reimbursement require prior department approval by the Fire Chief. Requests will be submitted in writing to the Fire Chief one week prior to requested training. Approved reimbursement will be submitted on the Village of Germantown itemized Expense Statement. Reimbursement will be the current rate of the Village of Germantown.

Section 7.2(a) - Paramedic Training: All Full-Time Germantown Fire Department Employees that attend EMT-Paramedic Training during their regular working hours and who receive prior approval from the Fire Chief for that designated program will be considered for purposes of time reporting and payroll to be at work during the period of meetings, training and clinicals, each subject to approval by the Chief, during that program. Meetings, training, and clinicals during non-shift hours or not approved by the Chief will not be considered for purposes of time reporting and payroll to be at work during the period of meetings, training and clinicals. The Village shall only reimburse employees for the approved costs of the first test and the first course after successful completion and licensure as a paramedic.

The employee approved for the program will be subject to modification of his or her schedule to permit attendance without incurring overtime and employees filling in for the employee will be paid at straight time.

If the employee leaves employment with the Village for any reason within five years of incurring costs for a Department-approved EMT-Paramedic course for certification or licensure, then the employee shall reimburse the Village for costs incurred according to the schedule below. If the employee fails to pass a Paramedic exam or fails to complete a course for an approved Paramedic course for certification, recertification or licensure, then the employee shall reimburse the Village the full expense. The cost is reduced or excluded if the Department receives reimbursement from another source for the course.

Reimbursement Schedule based on separation from employment prior to the following dates:

- Within one year - 100% costs
- Within two years - 80% costs
- Within three years - 60% costs
- Within four years- 40% costs
- Within five years - 20% costs
- After five years - 0%costs

If a full-time firefighter resigns employment for the purpose of new full-time employment with a fire department within three years of the completion of the course, the employee will reimburse the Village 100% of the costs. Employee must reimburse employer within 60 days of invoice by the Village.

Intent of Schedule is that it begins on day one of the completion of the course or receipt of results of the passing exam.

Section 7.3 - Recertification: All employees are responsible for maintaining applicable certification status and seeking appropriate recertification when necessary. The Department will reimburse full-time employees and part-time employees for the cost of certification and recertification when necessary. All

requests for reimbursement for certification and recertification must be presented to the Chief for approval prior to signing up for the certification or recertification program. All costs of certification and recertification paid for by the Department must be repaid by a part-time employee if the part-time employee leaves the Department for any reason within six months after receiving the certification or recertification.

Section 7.4 - Employee Reimbursement to Department: If the employee leaves employment with the Village for any reason within two years of incurring costs for a Department-approved course for certification, recertification or licensure (costs are identified as tuition, materials, exams, physical exams, and shots), then the employee shall reimburse the Village according to the schedule below. If the employee fails to pass an exam or fails to complete a course for a Department-approved course for certification, recertification or licensure (costs are identified as tuition, materials, exams, physical exams, and shots), then the employee shall reimburse the Village. The courses FFI, MPO and EMT-B are excluded if the Department receives reimbursement from another source for the course.

Reimbursement Schedule based on failure of course, drop out of course, failure to certify or resignation from employment prior to the following dates:

- 365 days - 100% costs
- 366-730 days - 50% costs
- More than 730 days - 0% costs

If a full-time firefighter resigns employment within 730 days for the purpose of new full-time employment with a fire department within 730 days of the beginning of the course, the employee will reimburse the Village 100% of the costs. Employee must reimburse employer within 60 days of invoice by the Village. *Intent of Schedule is that it begins on day one of the course.*

ARTICLE VIII- LEAVES OF ABSENCE

Section 8.1 - FMLA Leave: Provisions of the Family Medical Leave Act and applicable Wisconsin laws govern all employee requests for leaves without pay.

Section 8.2 - Military Leave: Employees shall be granted a leave of absence for tour of military duty, reserve training, National Guard duty or other qualifying military-related activity according to the rights and limitations of Wisconsin Statute section 45.50 and other applicable state and federal law. If you receive notice that you will be taking military leave, please notify the Fire Chief as soon as possible to discuss that leave. Any employee who is a member of the United States Military Reserve and who is called upon for Reserve Training shall be paid the difference between his or her military base pay and his or her regular weekly earnings, not to exceed two weeks for anyone

calling.

Section 8.3 -Jury Duty: Any employee subpoenaed for jury duty shall be paid his or her regular wages and shall turn over to the Village Clerk any monies excluding mileage allowances he or she shall receive from the parties as a result of jury or witness service. Employees are required to return to work when they are released from jury duty at least two hours prior to the end of their regular work shift.

Section 8.4 - Subpoenaed Witness: Any employee subpoenaed as a witness in an action as a result of his or her employment with the Village shall be paid his or her regular wages and shall turn over to the Village Clerk any monies excluding mileage allowances he or she shall receive from the parties as a result of witness service. Employees are required to return to work when they are released from serving as a witness at least two hours prior to the end of their regular work shift.

ARTICLE IX - HOLIDAYS

Section 9.1: Regular full-time employees shall receive the following as paid holidays:

- New Year's Day
- Friday before Easter
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve

For employees working a 50-hour workweek schedule, if a holiday falls on a Saturday, the preceding workday will be observed as a holiday. If a holiday falls on a Sunday, the following workday will be observed as the holiday. Normal holiday pay is for a standard workday for regular full-time employees at the employee's regular pay rate. These employees also receive one floating holiday.

For employees working a 24-hour shift schedule, the employee receives his or her regular rate of pay for work performed on the holiday. Each 24-hour employee employed and actively working (or using paid time off) on or the day before or after the holiday also receives 8 hours additional pay as paid time capped at 80 hours per year. This provision applies only to actual holidays, as distinct from

those Fridays or Mondays on which full-time 50 hour per week employees observe weekend holidays. These employees also receive one floating holiday of 12 hours. Paid on Premise staff working on a holiday will be paid at the rate of time and one half.

ARTICLE X – VACATIONS

Section 10.1 - Vacation Schedule: Employees who are regularly scheduled on a full-time, twelve-month basis as fifty-hour per week scheduled employees shall be eligible for vacation with pay on the following schedule:

- | | |
|---------------------------------------|---------------------------|
| • After one (1) full year of service | ten (10) workdays |
| • After seven (7) years of service | fifteen (15) workdays |
| • After fifteen (15) years of service | twenty (20) workdays |
| • After twenty (20) years of service | twenty-five (25) workdays |

Employees who are regularly scheduled on a full-time, twelve (12) month basis as twenty-four hour per shift scheduled employees shall be eligible for vacation with pay on the following schedule:

- | | |
|---------------------------------------|----------------------|
| • After one (1) full year of service | five (5) workdays |
| • After seven (7) years of service | seven (7) workdays |
| • After fifteen (15) years of service | ten (10) workdays |
| • After twenty (20) years of service | twelve (12) workdays |

Section 10.2 -Accrual: In all cases the employee is entitled to a regular vacation only after he or she has passed his or her first anniversary date. Thereafter, at the beginning of each calendar year the employee's vacation benefits will be those of the anniversary dates falling within that calendar year.

Section 10.3-Termination of Benefits: In case of termination, an employee shall be paid his or her accrued and unused vacation, calculated from his or her anniversary date to his or her termination date, provided a minimum of two (2) weeks notice is given to his or her supervisor.

Section 10.4 - Scheduling: Between January 1 and January 31, employees may request in writing up to two (2) weeks of their vacation and it shall be granted based on employee's seniority. The employer shall post a vacation schedule based on these requests by February 7.

Between February 1 and February 28, employees may request in writing any remaining

vacation and it will be granted based on employee's seniority. The employer shall post a vacation schedule based on the requests in Subsection A and B by March 7. After February 28, vacation requests shall be granted on a "first-come, first-serve basis," subject to Department staffing needs. Employer shall give employees in writing a slip designating if they have been approved for this vacation within three (3) working days of the employee's written request.

50 Hour Week/24 Hour Shift	50 Hour Week/24 Hour Shift
120/139.2 hours accumulated	50/58 hours vacation
90-11-/104.4-139.1 hour accumulated	40/46.4 hours vacation
70--89 / 81.2-104.3 hours accumulated	30 / 34.8 hours vacation
50--69 /58-81.1 hours accumulated	20 / 23.2 hours vacation
30--49 / 34.8-57.9 hours accumulated	10 /11.6 hours vacation
0--29 / 0-34.7 hours accumulated	0 hours vacation

No more than one (1) bargaining unit employee may preschedule (before February 28) vacation at any one time. This limit may be exceeded if approved by the Fire Chief or the Chiefs representative.

Employees who need to cancel vacations shall give at least five (5) business days written notice of such to the Fire Chief or the Chiefs representative. The Fire Chief or the Chiefs representative shall give a response within 48 hours of the request, and denials shall not be arbitrary, capricious or discriminatory.

Section 10.5- No Accumulation: Vacation for an employee shall not be cumulative from calendar year to calendar year, unless permission is received from the Village Administrator.

Section 10.6 – Extended Time-Off: All employees must forward a written "Leave of Absence" request to their supervisor if they apply for more time off than is allowed by the vacation policy.

ARTICLE XI- SICK AND EMERGENCY LEAVE

Section 11.1: All regular full-time Employees working a fifty-hour schedule shall be credited for one (1) regular workday often hours of sick leave per month, up to an accumulated total of twelve (12) days of sick leave per year. All regular full-time Employees working a twenty-four hour shift schedule shall be credited for 12 hours of sick leave per month, up to an accumulated total of 144 hours of sick leave per year. Employees are eligible to collect sick leave on the first day of the month after the employee has worked for the Employer for one full month. Sick leave may be applied only to days that the employee is regularly scheduled to work and may not be used until ninety (90) days after the employee begins accumulating sick leave. The employees shall not be allowed to accumulate sick leave in excess of fifteen hundred (1500) hours.

Section 11.2: After an employee has attained the maximum accumulation of sick leave, the employee will become eligible to accumulate sick leave, and if a required sick day was taken, the employee would be able to draw from this additional annual accumulation, however, for any remaining sick leave accumulated during that year, the Employer would grant vacation in accordance

with the following schedule to be taken during the subsequent year depending on whether the employee is scheduled on the 50 hour weekly schedule or the 24 hour per shift schedule.

Each year is treated separately, and each year is an accumulation by itself. Further, the vacation calculations start over each year.

Section 11.3: A regular full-time employee working a fifty hour schedule shall be granted three days leave with pay for the death of an immediate family member of the employee. A regular full-time employee working a twenty-four hour schedule shall be granted one shift leave with pay for the death of an immediate family member of the employee. Said immediate family member being defined as follows: Spouse, mother, father, child, grandchild, grandparent, brother, sister, mother-in-law or father-in-law, step brother or step sister, step-mother or step-father, provided that such step-brother, step-sister, step-mother or step-father was a member of the household during the employee's childhood and when the employee was within the household

Section 11.4: An employee absent because of sickness or injury shall notify the Chief or the Chiefs representative of that fact prior to the employee's normal starting time. Failure to notify the supervisor may result in the loss of sick leave payments subject to the discretion of the Chief.

Section 11.5: Any employee absent due to illness for more than three (3) days may be required to obtain a certificate from the attending physician describing the reason and disposition. The Employer further reserves the right to have an employee claiming sick leave examined by a physician of its own choosing at no cost to the employee.

Section 11.6: All sick leave shall be subject to administration by the Chief and abuse of sick leave may subject the employee to discipline.

Section 11.7: Regular full-time employees may use any of their accumulated sick leave per year in the event that their presence is required due to an illness or injury of a member of their immediate family. Immediate family is defined as spouse, parent, or dependent child.

Section 11.8: In order to be eligible for holiday pay, the employee must work the workday immediately preceding and the workday immediately following the holiday, unless the employee is absent on a paid leave of absence specified in this Agreement, or unless otherwise excused by the Chief or the Chiefs representative. If an Employee is absent, comes in late or leaves early on the workday immediately preceding or the workday immediately following the holiday because of illness, then the employee must present a valid medical excuse to receive payment for the holiday.

Section 11.9: Employees who retire and are eligible to draw a WRS annuity may convert fifty-five percent (55%) of their unused accumulated sick leave into dollars at the time of retirement which must be

applied to the continuation of health insurance coverage and will not be paid in cash to an employee. Employees may continue in the Village Health Insurance Plan at their own expense until comparable coverage is available from another employer or until the retiree attains the age where the retiree may convert to Medicare supplemental insurance at the retiree's own expense. Provided, however, if there is a balance in the retiree's sick leave conversion plan, the balance in the retiree's sick leave conversion plan shall be used to offset Medicare supplemental insurance until the sick leave account has been exhausted. The Village will provide assistance to retirees with respect to said conversion. If a retiree dies before using up all of the accumulated sick leave, the balance of the sick leave shall be used by the spouse/beneficiary provided they are covered under the same health insurance plan as the deceased retiree.

ARTICLE XII - INSURANCE

Section 12.1- Hospitalization and Surgical Care Coverage: The Employer shall provide hospitalization and surgical care coverage under the Employer's health insurance plan.

2021 Village will contribute \$1250 single \$2500 family to the HSA savings account for persons in the Silver Plan. 12% premium contribution Gold and Silver Plans.

The employer may, from time to time, after due notice in writing to the Association, change the insurance carrier or self-fund its health care program, if it elects to do so. Nothing in this Article shall prohibit any employees from purchasing additional hospitalization or surgical care insurance at the employee's own expense. No claim shall be made against the Village for additional compensation in lieu of or in addition to an employee's insurance premium paid because the employee does not qualify for the family plan.

Section 12.2 - Dental Insurance: The Village shall provide dental insurance and pay the full premium. A level of coverage provided shall not be changed without approval of the Association. The Employer may, from time to time, after due notice in writing to the Association, change the insurance carrier and/or self-fund its health care program, if it elects to do so.

Section 12.3 - Life Insurance: The Employer shall provide term life insurance coverage to each employee in an amount equal to one thousand dollars (\$1,000) of insurance for each one thousand dollars (\$1,000) of base salary rounded to the next highest one thousand dollars (\$1,000). This insurance shall be provided through the State of Wisconsin. Additional insurance available through the plan may also be purchased at the employees' expense via payroll deduction.

Section 12.4 - Section 125 Plan: The Employer agrees to provide an Internal Revenue Code Section 125 plan for full-time employees.

ARTICLE XIII- PART-TIME EMPLOYMENT

Section 13.1: Employees are allowed to obtain part-time employment with another Employer other than the Village of Germantown upon the following conditions:

Written notification of time of commencement of part-time employment and filed with the Chief prior to the commencement of employment. Name of part-time Employer and proposed hours worked shall be filed with the Chief in writing prior to the commencement of employment.

Section 13.2: No part-time work secured by any employee may interfere with the employee's full- time occupation with the Village of Germantown Fire Department. If such employment interferes in any way with the employee's duties with the Village of Germantown Fire Department, said employee shall modify or terminate his part-time employment immediately.

ARTICLE XIV - SENIORITY CLAUSE

Section 14.1: Seniority shall be determined by the employee's length of service as a regular full- or part-time firefighter/EMT retroactive to the last date of hire. Current part-time employees hired as full- time employees shall have no break in his or her seniority from his or her original hiring date. Seniority shall continue to accrue during periods of sick leave, time spent in the armed forces on military leave of absence, approved leave of absence, Worker's Compensation, and for a period of up to two (2) years while an employee is on layoff.

Section 14.2: An employee shall forfeit his seniority rights only for the following reasons:

- Resignation.
- Dismissal with noreinstatement.
- Retirement on regular service retirement.
- Is absent from work for three (3) consecutive working days without notification to and approval by the Employer unless unable to notify for physical or other reasonable excuse.
- Fails to indicate his or her intent to report to work within ten (10) calendar days after having received notice of recall by certified mail, unless the employee is unable to notify the Employer for physical or other reasonable excuse.
- Fails to report to work within three (3) workdays from a mutually agreed upon expiration date for a leave of absence.
- Is on lay-off status for more than two (2) years.

Section 14.3: Choice of vacations and furloughs shall be by seniority, consistent with the efficient operation of the Department, as determined by the Chief or the Chiefs representative.

Section 14.4: In the event it becomes necessary or requested, an up-to-date seniority list

showing names and length of service shall be provided for inspection by members of the Department.

ARTICLE XV - RETIREMENT

Section 15.1: All employees who are expected to work at least one year and who work in excess of twelve hundred (1200) hours per year shall belong to the Wisconsin Retirement System (WRS). An eligible employee initially employed by the Village after July 1, 2011, shall pay the full amount of the employee's contributions as required by the Wisconsin Retirement System. Effective January 1, 2014, eligible employees initially employed by the Village prior to July 1, 2011 shall contribute the full general employee contribution to the Wisconsin Retirement System.

ARTICLE XVI - UNIFORMS

Section 16.1 Following completion of probation, regular full-time Firefighters shall receive one Class "A" Uniform consisting of a Dress Jacket, Dress Pants, Dress Cap, Black Tie, Emblems and Uniform Rank Insignias. *Due to monies allocated for COVID expenses, purchase of Class "A" uniform is suspended until the next contract.* Upon hire, regular full-time shall receive two short sleeve shirts with appropriate patches, two long sleeve shirts with appropriate patches, three polo shirts, two Job shirts, 4 pants, 5 "T" shirts, one badge, one winter jacket, and one name tag.

Upon hire Paid on Premise Firefighters will receive one short sleeve shirts with appropriate patches, one long sleeve shirt with appropriate patches, one polo shirt, one job shirt, 1 pair of pants, 2 t-shirts and one name tag.

The winter jacket will be issued to the full-time new hire prior to October 1. All members shall wear their uniform to training, classes, and departmental functions. A minimum of one "T" shirt shall be left in the member's locker to be worn when coming in for an emergency response. If at the Village's discretion the uniform style or color is changed, then the Village shall replace the issued uniform that changed at the Village's expense. Unless purchased with an employee's personal funds all uniforms listed in this section, excluding "T" shirts remain the property of the Village. With the exception of uniform components purchased with an employee's personal funds, an employee who separates employment shall return the clothing and equipment to the Village within five (5) business days of separation. In the event that the clothing and equipment are not returned within five (5) business days, then the costs thereof shall be deducted from the final paychecks to the extent permitted by law. After the initial year of employment, each firefighter shall receive an annual uniform allowance check for replacing or purchasing approved uniforms and paid annually; Paid on Premise employees will be eligible for clothing allowance after probationary period. In the event the firefighter is on unpaid leave, resigns or is terminated, then the uniform allowance is prorated. The amount overpaid shall be deducted from the final paychecks as permitted by law.

- Full-time firefighters shall receive \$250.00 annually.
- Paid on Call firefighters shall receive \$75.00 annually.
- Paid on Premise Fire Fighter EMTs shall receive \$100 annually.

In 2021, there will be a one-time uniform increase for EMT personnel of an extra \$150 for uniform needs. Uniforms shall only be purchased from an approved vendor. The Association and Chief will establish a list of approved vendors. This section does not include protective bunker gear which shall be provided by the Village.

ARTICLE XVII - WORKERS' COMPENSATION

Employees are entitled to Workers' Compensation coverage. An employee who is absent due to temporary injury or illness caused during the course of employee's duties shall receive his or her regular wages during his or her absence. The employee shall receive his or her regular wage and benefits enumerated in this contract for a period not to exceed twelve (12) months from the date of injury, and, thereafter, the employee shall receive compensation in accordance with the Wisconsin Workers' Compensation Act. The total Wisconsin Retirement Fund contribution shall be made on the basis of the employee's total compensation.

ARTICLE XVIII - PROBATIONARY PERIOD

Section 18.1: All new and rehired employees shall serve a one (1) year probationary period from date of hire. An employee may be disciplined or discharged for any reason or no reason and without recourse to the grievance procedure or other dispute process during the probationary period. A new or rehired employee's probation period may be extended for up to six (6) months by the Chief or Administrator.

Section 18.2: A Probationary firefighter may not enter into a shift trade during the first six months of full-time or part-time service, and such prohibition may be extended by the Chief or reinstituted by the Chief during the probationary period.

Section 18.3: Every applicant receiving a promotion shall be subject to a probationary period in the promoted position for a period of one calendar year from the date of the promotion and the employee's probation period may be extended for up to six (6) months by the Chief. The employee will be returned to the employee's previous position if the employee fails to complete the probationary period.

Section 18.4: A change from Paid on Premise status to full-time status shall be subject to a probationary period for one-year under Section 18.1. The Chief may move the firefighter back to POP status during the probationary period in addition to the options available to the Chief in Section 18.1

ARTICLE XIX - RULES AND REGULATIONS

Section 19.1: The Employer shall provide each Association member with a copy of the Rules and Regulations and an up-to-date copy of the General Orders will be provided to each Association member. Whenever a rule or regulation is used to impose discipline, the reasonableness of said rule or regulation may be challenged through the grievance procedure.

ARTICLE XX - GUARANTEE OF RIGHTS AND PROTECTION

Section 20.1 - Association Business: The Association agrees to conduct its business off the job except as herein provided. In no event shall Association activities be permitted to interrupt the Village's normal operations. This Article shall not operate to prevent a steward or officer from processing any grievance in accordance with the procedures outlined in this Agreement, nor to prevent certain routine, reasonable business such as posting of Association notices and bulletins. The Association will provide the Village Administrator and Fire Chief with a list of Association officers at least once a year, on or about July 1, and as changes occur.

Section 20.2 -Negotiations: Two bargaining unit members shall be allowed to attend bargaining sessions while on duty without any loss in pay or benefits provided the employee maintains radio contact and is subject to call. This shall include the collective bargaining, mediation and arbitration sessions if necessary. The member shall not be compensated for sessions that do not occur during the employee's normally scheduled shift or while the employee is not on duty.

Section 20.3 - Grievances: The Employer agrees that time spent in the presentation of grievances during regular working hours shall not be deducted from the pay of the employee presenting the grievance. The member shall not be compensated for sessions that do not occur during the employee's normally scheduled shift or where the employee is not on duty.

Section 20.4 - Convention Delegates: A convention or conference delegate shall be allowed leave without pay, not to exceed three (3) days in one (1) year solely to attend the convention or conference. No more than one bargaining unit employee shall be entitled to the benefits of this section.

Section 20.5 - Bulletin Board: The Employer agrees to provide and allow the use of a bulletin board or posting space in convenient areas at all Village Fire Stations, provided however, that employees shall not post offensive or political information on said bulletin or posting space. Any posted offensive or political literature may be immediately removed.

Section 20.6-Business Agents and Representatives: Business Agents or Representatives of the Association having business with the Association members of the Association may confer with such

members during the course of the workday for reasonable periods of time, provided that the Agent or Representative provides notice and receives approval from the Fire Chief to be on the premises.

ARTICLE XXI - GRIEVANCE PROCEDURE

Section 21.1: The grievance procedure provided for in this Article shall apply only to grievances involving the interpretation or application of a specific provision of this Agreement.

Section 21.2: Grievances shall be processed in the following manner: (Time limit as set forth shall be exclusive of Saturdays, Sundays and holidays).

STEP 1: An employee, the Association, and/or a representative of the employee or the Association, who believes a grievance has taken place shall take the grievance up orally or in writing with the Chief within five (5) days of his or her knowledge of the occurrence of the event causing the grievance, which shall not be more than fourteen (14) days after the event. In the event of a grievance, the employee shall perform his or her assigned work tasks first and grieve later. The Chief shall attempt to make an adjustment, and, in any event, the Chief shall be required to give an answer to the grievant within five (5) days.

STEP 2: The grievance shall be considered settled in Step 1 unless within ten (10) days after the Chief's answer is due, the grievance is reduced to writing and presented to the Village Administrator. The Village Administrator shall respond to the grievance in writing within fifteen (15) days with a copy to the grievant and the local Association.

STEP 3: The grievance shall be considered settled in Step 2 above unless, within ten (10) days from the date of the Village Administrator's answer or last date due, the Association shall request in writing to the other that the dispute be submitted to an arbitrator.

Section 21.3: If the grievance is not settled in Step 3 of the Grievance Procedure, the Association and the Employer shall each select three (3) arbitrators from the staff of the Wisconsin Employment Relations Commission (WERC). From these six (6) arbitrators, five (5) names will be drawn at random. The parties will then proceed to alternately strike from that panel until an arbitrator is selected. The parties shall flip a coin to determine who strikes first. The parties shall then make a joint request to the WERC for the appointment of the agreed upon arbitrator. If the WERC does not honor the request for the arbitrator selected by the parties, a request will be made of the WERC to submit a panel of five (5) arbitrators from the staff of the WERC. After the parties have received the panel, they will flip a coin to determine who strikes first and alternately strike names, until one is left. The WERC shall be notified of the selection of the arbitrator within five (5) working days of the selection.

Section 21.4: The arbitrator so selected shall hold a hearing at a time and place convenient to

the parties and shall take such evidence as in his judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. The arbitration award shall be reduced to writing and submitted to the respective parties.

Section 21.5: The arbitrator shall neither add to, detract from nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for final and binding arbitration. The arbitrator shall have no authority to grant wage increases or wage decreases. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. In any arbitration award, no right of management shall in any manner be taken away from the Employer, nor shall such right be limited or modified in any respect excepting only to the extent that this Agreement clearly and explicitly expresses an intent and agreement to divest the Employer of such right. The decision of the arbitrator within the limits of his authority shall be final and binding on the parties.

Section 21.6: All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, the expenses relating to the calling of witnesses, the obtaining of depositions, attorney fees, or any other similar expenses shall be borne by the party at whose request such expenses are required.

Section 21.7: Grievances shall be processed on the form included as Appendix "B". Said form shall be printed and provided by the Association.

Section 21.8: All appeals of duly filed grievances not submitted by the grievant or his representative within the time limit specified shall be termed abandoned grievances.

Section 21.9: In the event that the Employer fails to respond to any grievance within the time limit set forth in the grievance procedure, the grievance shall automatically move to the next step.

Section 21.10: The time limit set forth in the grievance procedure may be changed by mutual agreement between both parties and shall be done so in writing.

ARTICLE XXII - NO STRIKE

Section 22.1: The Association agrees not to engage in or condone any illegal job action and the Employer agrees not to lock out employees during the term of this Agreement.

Strike Prohibited: The "Strike" as used herein means the failure with other to report for duty, any concerted absence from position, any concerted stoppage of work, any concerted slow-down, sit-down, sick-out, refusal to work, work interruption, work stoppage, call-in, or failure in whole or in part to

carry out the full, faithful and proper performance of the duties of employment, and without the lawful approval of the superior. The term "Strike," as used herein, also means in any manner interfering with the operation of the Fire Department of the Employer for the purpose of inducing, influencing, or coercing, the recognition of any employee organization or a change in the conditions or compensations or the rights, privileges, or obligations of employment or in sympathy with others for any purpose. All orders will be obeyed.

Neither the Association or any of its officers, agents or Fire Department employees will instigate, promote, encourage, sponsor, engage in or condone any strike, concerted work stoppage, sympathy strike, any other intentional interruption of work slowdown, or picketing, except for informational picketing, during the term of this Agreement and until a successor Agreement is ratified by both parties.

Section 22.2: Upon notification by the Employer to the Association that certain of its members are engaged in a violation of this provision the Association shall immediately in writing order such members to return to work, provide the Employer with a copy of such an order and the responsible official from the Association shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to take all reasonably effective and affirmative action to secure the member's return to work as promptly as possible.

ARTICLE XXIII - FAIR SHARE AGREEMENT

Section 23.1: The Employer and the Association do hereby agree upon and enter into a "fair-share agreement." Said "fair share agreement" has the meaning designated to it by Wisconsin Statutes 111.70 and 111.71 which is known as the Municipal Employment Relations Act.

Section 23.2: The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of, or by reason of, the Employer's deduction of said fair share funds. Such indemnification shall include, but not be limited to, the Association's payment of damages, costs and reasonable attorney's fees.

Section 23.3: The Employer agrees that, at a pay period of the Employer's discretion, it will deduct from the earnings of all employees in the collective bargaining unit covered by this Agreement, the amount of money certified by the Association. In the event the Association deems it necessary to raise the dues, it shall notify the Employer thirty (30) days prior to the anticipated increase in the amount of dues deducted from the employee's earnings and that the Employer deduct the increased amount beginning with the deduction following the expiration of the thirty (30) day period. As to new employees, a new employee

shall start to pay his fair share of the collective bargaining process at the end of his first thirty (30) days of employment.

ARTICLE XXIV – PAID ON PREMISE

Section 24:1 Definition: The duty of a Paid on Premise employee is to cover shifts on the department schedule. These shifts will be worked as a 12 or 24 hour shift with the assigned pay rate. Paid on Premise employees may also respond to the fire station to backfill during times of high call volume, as part of a fire company, or as requested by the officer in charge. The POP employee is certified as, minimally, a FF or EMT-basic, preferably both. This employee is expected to uphold all department policies and procedures and work alongside the full time employees. All POP are able to fill a shift as deemed necessary by the fire chief or the battalion chief on duty. These POP employees are the first preference to fill a vacation or compensatory time spot vacated by a full time employee with the minimum requirements of a FF/EMT-B. Management rights will be applied to the vacated spot as necessary to support staffing of Germantown Fire Dept. Paid on Premise, Paid on Call, and part-time employees are used interchangeably within this contract.

Section 24.2: Vacanices: The Employer agrees to make every effort to post all Village of Germantown job opportunities at the fire station. This section is not subject to the grievance and arbitration article of this agreement. The Employer agrees to post all open Germantown Fire Department bargaining unit positions including officer positions, and necessary qualification, prior to hiring. Furthermore, the Chief agrees to appoint to all open positions from current employees of the department prior to hiring from outside the department, provided the qualifications are met.

Section 24:3 Retirement:

- a. The Village of Germantown agrees to provide and pay its own statutory contribution to the Wisconsin Retirement System. Each eligible employee initially employed after July 1, 2011 shall pay the full amount of the employee's contribution as required by the Wisconsin Retirement System. Effective January 1, 2014, eligible employees initially employed by the Village prior to July 1, 2011 shall contribute the full general employee contribution for the Wisconsin Retirement System.
- b. The Village provides a length of service award program (LOSAP) incorporated as a State of Wisconsin Statute for paid-on call/paid on premise firefighters or EMTs for recognizing and rewarding extended active service. Village of Germantown invests funds to provide retirement benefits for volunteers, and the State will match funds of up to \$250 for annual investments made on behalf of volunteer fire fighters and EMTs. Volunteers with ten years of experience

would be eligible for 50% of the money. Full vesting occurs after 20 years of volunteer experience.

Section 24.4 Line of Duty Death, Accidental Death or Dismemberment Insurance The Employer agrees to maintain the current standard of coverage throughout the life of this agreement. The policy provides coverage under any of the following benefits for each Paid on Call/Paid on Premise member as designated and as defined in this policy:

Accidental and Dismemberment

Catastrophic Loss Benefit \$50,000.00

Accident

Total Disability Weekly Benefit Amount: \$200
Maximum Payment Period: 104 weeks

Accident

Partial Disability Benefit Weekly Benefit Amount: policy calculation
Maximum Payment Period: 104 weeks

Section 24.5 GAP Insurance: If an employee is injured in the line of duty or fire department sanctioned event and is placed on light duty and therefore not receiving workers compensation benefits, the Employer agrees to pay workers' compensation benefits to the maximum mandated by state and federal law of the employee's full-time job rate, or collective bargaining agreement rate, whichever is higher.

Section 24.6 Paramedic Training: Any Germantown Fire Department POP member that is sponsored by the Village of Germantown will be exempt from hours of work for all time associated with any training classes or clinicals associated with the Paramedic Program. In lieu of paid training hours, said member will receive an annual stipend of \$2,000 per year for 3 years, paid out quarterly as long as the member remains employed by the Germantown Fire Department.

ARTICLE XXV - AMENDMENTS AND SAVINGS CLAUSE

Section 25.1: This Agreement may not be amended except by the mutual consent of the parties in writing.

Section 25.2: If any section of this Agreement or any addenda thereto as it relates to matters under the exclusive control of the Village Board of the Village of Germantown should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any

section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such section.

ARTICLE XXVI - CONDITIONS OF AGREEMENT

Section 26.1: The terms and provisions herein contained constitutes the entire Agreement between the parties and supersedes all previous communications, representations, or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein.

Section 26.2: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered by this Agreement, even though the subject may or may not have been within the knowledge or contemplation of either or both of the parties at the time the parties negotiated or signed this Agreement.

Section 26.3: Any mutual agreements or understandings which are reached during the term of this Agreement shall be reduced to writing. Mutual waivers of any breach, term or condition of this Agreement by the parties shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 26.4: Nothing contained in this Article shall preclude the parties entering into negotiations regarding contract provisions to become effective after the expiration date of this Agreement.

ARTICLE XXVII - DRUG TESTING

See Appendix C.

ARTICLE XXVIII- DURATION OF AGREEMENT

The Employer and the Association agree to faithfully and diligently abide and be bound by all the provisions of this Agreement. The terms of this Agreement shall become effective on January 1, 2021 and shall terminate at the close of business on December 31, 2021. Either party wishing to amend the agreement shall, during the last year of the contract, notify the other party no later than September 1st. Thereafter, the parties shall mutually agree to a date to exchange proposals and commence bargaining.

APPENDIX A

Full Time Fire Officer Designation - captains. After attaining Fire Officer Designation from the Commission for Public Safety Excellence, the full-time Captain will receive an annual stipend of \$250.00 payable on the first paycheck in February (they do not receive it if the designation is not earned before it is paid for the year.

Officer Pay: Each full-time employee serving as a Captain shall receive \$200 for monthly officer stipend. Lieutenants shall receive a 5% pay increase over their current pay rate each year.

Step Up Pay: When a qualified bargaining member is assigned by the Fire Chief to serve as an acting Battalion Chief, then the bargaining unit member shall be responsible for serving in that capacity and shall receive a stipend of \$125 per shift in addition to the normal rate of pay for the assigned bargaining unit member.

2020	Step	Years of Full-Time Service	Annual Pay			Hourly Pay (24 Hour Shift)	
			Firefighter	FF/Paramedic		Firefighter	FF/Paramedic
	1	Start rate	\$50,707	\$52,735		\$17.41	\$18.11
	2	After completion of probation	\$53,321	\$55,453		\$18.31	\$19.04
	3	After three years	\$55,412	\$57,628		\$19.03	\$19.79
	4	After four years	\$59,594	\$61,977		\$20.46	\$21.28
	5	After five years	\$63,776	\$66,327		\$21.90	\$22.78
	6	After six years	\$69,526	\$72,307		\$23.88	\$24.83
2021	Step						
	1	Start rate	\$51,721.14	\$53,789.70		\$17.76	\$18.47
	2	After completion of probation	\$54,387.42	\$56,562.06		\$18.68	\$19.42
	3	After three years	\$56,520.24	\$58,780.56		\$19.41	\$20.19
	4	After four years	\$60,785.88	\$63,216.54		\$20.87	\$21.71
	5	After five years	\$65,051.52	\$67,653.54		\$22.34	\$23.24
	6	After six years	\$70,916.52	\$73,753.14		\$24.36	\$25.33

Pay Scale applies to both full time and Paid on Premise positions.

APPENDIX B

GRIEVANCE FORM ASSOCIATION:____

GRIEVANCE NO.:__ .

EMPLOYER: _____

NAME OF GRIEVANT:_____

DATE OF ALLEGED VIOLATION:_____

DATE GRIEVANCE FILED:_____

ARTICLE OR SECTION OF CONTRACT VIOLATED:_____

STATEMENT OF GRIEVANCE:

REMEDY OF GRIEVANCE:

SIGNATURE OF GRIEVANT:_____

APPENDIX C

Section 1 - Purpose

The purpose of this policy is to provide all bargaining unit members with notice of the provisions of the Department Drug Testing Program.

Section 2 - Discussion

It is the policy of this department that the crucial mission of fire suppression services justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program. The firefighting profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those employees of the Fire Department are, at all times, both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health, and thus job performance. Where employees participate in illegal drug use and drug activity, the integrity of the fire safety enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use. Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug-free fire safety profession, this department shall implement a drug testing program to detect prohibited drug use by employees.

Section 3 - Definitions

"Employee" means any protective service member of the Germantown Fire Department.

"Supervisor" means any employee assigned to a position having day-to-day responsibility for supervising subordinates or are responsible for commanding a work element.

"Drug test" means the compulsory production and submission of urine by an employee, in accordance with department procedures, for chemical analysis to detect prohibited drug usage.

"Reasonable Suspicion" must be based on specific, objective facts, and any rationally derived inference from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty. Simple accusation by a member of the public in and of itself does not constitute reasonable suspicion.

"Drugs of Abuse/Controlled Substance" means cocaine, heroin, amphetamines, barbiturates, or any other major drug of abuse or illegal drug (excluding alcohol).

"Approved Testing Laboratory" means a laboratory which meets Federal requirements and is certified to administer such testing.

Section 4 - Procedures

Prohibited Activity.

The following rules shall apply to all applicants, probationary, and employees while on and off duty:

- No employees shall illegally possess any controlled substance.
- No employee shall ingest any controlled or other dangerous substance, unless as prescribed by a licensed medical practitioner.
- Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.
- Any employee having reasonable suspicion that another employee is illegally using, or is in possession of, any controlled substance, shall immediately report the facts and circumstances to his/her supervisor.
- Discipline of employees for violation of this policy shall be in accordance with the due process rights provided in the department's discipline and grievance procedures.

Probationary Employee Drug Testing

All probationary employees may be required, as a condition of employment, to participate in unannounced drug tests prior to the completion of the probationary period. The frequency and timing of such testing shall be determined by the Fire Chief or his/her designee.

Employee Drug Testing

Employees will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use as provided below:

- A supervisor may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using drugs. A written summary of facts supporting the order shall be made available to the employee prior to the actual test.
- A drug test may be administered as part of all promotional procedures.
- Employees, as a condition of their employment, shall not submit to random drug testing more than one time in a calendar year.
- Any employee of this department who is directly involved in a serious incident defined by the following cases:
- Auto accident involving an employee's vehicle in which a personal injury occurs and which

requires a report as defined by Wisconsin State Statute 346.70 may be required by the supervisor to participate in a drug screening test immediately following the event, or as soon as the tactical situation allows. A directly involved employee is the employee who actually is the driver of the vehicle.

Any employee, who in the carrying on of his/her duties ingests, either directly or indirectly, any drug or narcotic substance, is required to document, as soon as possible thereafter, such contact. Documentation should occur in writing explaining all circumstances, and the employee's supervisor should be notified as soon as possible. Drug tests will be administered, and no disciplinary action will be taken if the tests are positive under the following condition:

The employee was in physical danger if he did not ingest the drug or narcotic substance. Nothing in this policy shall be construed as granting permission for employees and/or narcotics agents to ingest any illegal drug, marijuana, narcotic substance, or controlled substance under any circumstances except as cited herein.

On a yearly basis, random drug testing may be conducted on up to twelve (12) employees and supervisors of the Fire Department: The random pool will include all employees. The random selection of the names of five (5) employees will be observed by the selected designee of the Union and the Fire Chief or his/her designee. The name shall be kept confidential until notice is issued to the employee. Any employee required to comply with this procedure on off-duty time shall be entitled to overtime pursuant to the applicable collective bargaining agreement. The testing process at the testing facility shall commence within two hours of the issuance of notice by the Chief or the Chiefs designee. Notice shall be issued to the employee while the employee is at work. The Chief will consider extenuating circumstances that physically prevent a testing subject from meeting this two-hour requirement and may afford additional necessary time.

Drug Testing Procedures

The testing procedures and safeguards provided in this policy to ensure the integrity of the department drug testing shall be adhered to by all personnel administering drug tests. Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. This shall consist of a picture ID or driver's license. A pre-test interview shall be conducted by testing personnel with each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result. The bathroom facility of the testing area shall be private and secure.

Where the employee appears unable or unwilling to give a specimen at the time of the test,

testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted no more than eight hours to give a sample, during which time the employee shall remain in the testing area. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test, unless the employee agrees to a blood test in lieu of a urine test. Documented medical inability to submit a sample shall not be considered a refusal.

The employee shall have the right to request that his/her urine sample be split and stored in case of legal disputes. The urine samples must be provided at the same time and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage for one year. This sample shall be made available to the employee or his/her attorney should the original sample result in a legal dispute or the chain of custody be broken. The employee may request a second test of the master sample be performed at a NIDA certified laboratory of his/her choice and the parties mutually agree to maintain the chain of custody.

Specimen samples shall be sealed in the presence of the participants, labeled, and checked against the identity of the employee to ensure the results match the tested specimen. All collections are handled forensically, which means they are labeled, double-sealed, double-checked for accuracy and completeness, stored in a secure, locked refrigerator until testing, and accompanied by a forensic chain-of-custody.

Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under direct observation of the testing personnel.

Drug Testing Methodology

The testing or processing phase shall consist of a two-step procedure:

- Initial screening test
- Confirmation test

The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the Confirmation test results are obtained.

A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major

drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures. Concentrations of a drug at or above the following levels shall be considered a positive test result when using FPIA immunoassay drug screening test:

- | | |
|-------------------|-------------|
| • Amphetamines | • 1000 ng/1 |
| • Barbiturates | • 500 ng/1 |
| • Cocaine | • 300 ng/1 |
| • Opiates | • 300 ng/1 |
| • THC | • 100 ng/1 |
| • PCP | • 25 ng/1 |
| • Benzodiazepines | • 300 ng/1 |
| • Methadone | • 25 ng/1 |

Concentration of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different initial screening method.

- | | |
|---|--------|
| • Marijuana metabolite | 15* |
| • Cocaine metabolite | 150** |
| • Opiates: | |
| • Morphine | 300*** |
| • Codeine | 300 |
| • Phencyclidine | 25 |
| • Amphetamines: | |
| • Amphetamine | 500 |
| • Methamphetamine | 500 |
| • Delta-9 tetrahydrocannabinol-9-carboxylic acid | |
| • Benzoylcegonine | |
| • 25ng/ml if immunoassay-specific for free morphine | |

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise, and demonstrated proficiency in urinalysis.

7. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

Chain of Evidence - Storage

- I. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in secured, refrigerated storage for one year.

Drug Test Results

- I. All records pertaining to department required drug tests shall remain confidential and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.
2. Drug test results will be sent directly to the Village of Germantown Village Administrator. These documents will be maintained by the Village of Germantown for an indefinite period of time in a secured file.

Section 5 - Actions Taken/Positive Results

If an employee tests positive, and the tests identify cocaine, heroin, amphetamines, barbiturates, or any other drugs as defined in this policy not prescribed by a physician, the Employer may pursue discipline up to and including discharge of the employee.

An employee who tests positive for marijuana shall be subject to discipline and referred to the Employee Assistance Program.

The employee may be subject to mandatory random testing for a period of two years.

The Employee Assistance Program or other recognized facility at the employee's own expense shall not be a substitute for disciplinary action if other rules and regulations have been violated or crimes committed. A second positive test for marijuana may be grounds for termination.

Section 6-Refusal to Submit

Employees who refuse to submit to a required drug test under this policy may be disciplined up to and including discharge.

DURATION OF AGREEMENT

The Employer and the Association agree to faithfully and diligently abide and be bound by all the provisions of this Agreement. The terms of this Agreement shall become effective on January 1, 2021 and shall terminate at the close of business on December 31, 2021. Either party wishing to amend the agreement shall, during the last year of the contract, notify the other party no later than September 1st. Thereafter, the parties shall mutually agree to a date to exchange proposals and commence bargaining.

VILLAGE OF GERMANTOWN

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 4854

RESOLUTION NO. 01-2021

**ESTABLISHING A 2021 FEE SCHEDULE FOR WEIGHTS & MEASURES DEVICES
REQUIRED UNDER SECTION 12.26 OF THE MUNICIPAL CODE**

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

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

WHEREAS, the Village of Germantown charges administrative fees totaling \$1,300 per year that are prorated per device to cover costs incurred by the Village's Community Development Department associated with the processing, review and administration of the Village's weights & measures license regulations set forth in Section 12.26; and

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

WHEREAS, on February 15, 2021, the Village's General Government & Finance Committee did review and recommend approval of the proposed Weights & Measures Fee Table set forth in Exhibit 1 attached hereto; and

NOW, THEREFORE, BE IT RESOLVED that the Weights & Measures Device Fee Schedule attached hereto as Exhibit 1 is hereby established for licenses issued in 2021.

Introduced by: _____
Adopted: _____
Vote: Ayes: ____ Nays: ____

Dean Wolter
Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC, Village Clerk

EXHIBIT 1.**WEIGHTS AND MEASURES DEVICE
2021 FEE SCHEDULE**

Device Type	Inspection Time (hrs) Per Device	# of Devices	Total Time (hrs)	% of Time	Total Cost (\$)	Fee (\$) Per Device
Vehicles Scales	1.5	5	7.5	5.4%	\$373.38	\$74.68
Small Capacity Scales 0-30#	0.3	44	13.2	9.5%	\$657.14	\$14.94
Large Capacity Scales 31-1000#	0.7	6	4.2	3.0%	\$209.09	\$34.85
Point of sale Scanner Combo	0.4	69	27.6	19.9%	\$1,374.03	\$19.91
Liquid Measuring Device (LMD)	0.3	287	86.1	62.1%	\$4,286.36	\$14.94
Totals		411	138.6	100.0%	\$6,900.00	
Late Fee (per License)	\$100.00					

BUSINESS OF THE GENERAL GOVERNMENT & FINANCE COMMITTEE GERMANTOWN, WI

MEETING DATE: February 15, 2021

AGENDA ITEM: New Business Item

ITEM TITLE: 2021 Weights & Measures Resolution

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

SUMMARY EXPLANATION:

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

The original July 1, 2010 MOA is an annual, self-renewing agreement wherein DATCP informs the Village what their costs will be for their services. For 2021, DATCP's cost will be \$5,600 (no change from 2020). The Village is obligated to pay this cost pursuant to the Agreement. In turn, the Village charges license fees for each device plus a small administrative charge to recover all the DATCP costs and the Village's administrative cost. As in past years, an additional \$1,300 in administrative costs are reflected in the 2021 budget. DATCP's total cost of \$5,600 plus the Village's administration costs of \$1,000 (for a total of \$6,900) is then divided by the number and type of devices for which a license was issued last year to determine the specific license fee that will be charged in the coming year. As noted in the license fee schedule attached to the resolution, different devices require a greater amount of inspection time as determined by DATCP and, in turn, are charged a higher fee. Due to changes in the number of devices for some businesses and late payment fees paid by others, the fees actually collected every year is slightly higher than the \$6,900 budget amount. In 2020, total fees collected were \$7,101.53.

Approval of this resolution is required every year. The proposed license fees for 2021 are nearly the same as those charged in 2021 because the number and type of devices used by businesses in the Village changes very little from year to year and the Village's administrative cost has not changed from previous years.

A resolution establishing the "Weights & Measures Device 2021 Fee Schedule" has been prepared and is required to be adopted by the Village Board.

ATTACHMENTS:

- ◆ Draft Resolution w/ the 2021 Weights & Measures Device Fee Schedule

**AN ORDINANCE AMENDING CHAPTER 16 (ELECTRICAL CODE)
OF THE VILLAGE OF GERMANTOWN MUNICIPAL CODE RELATING TO THE ADOPTION OF
THE WISCONSIN COMMERCIAL AND OTHER PUBLIC BUILDING CODES**

THE VILLAGE BOARD OF THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY,
WISCONSIN, ORDAINS AS FOLLOWS:

SECTION 1. That Section 16.01 (Purpose) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

16.01 PURPOSE.

The purpose of this code is to safeguard life and property by regulating and providing for the inspection of the installation and condition of electrical wiring, equipment, and devices, and providing for the licensing of persons undertaking electrical work and fixing a penalty for violation of the provisions of this code.

SECTION 2. That Section 16.02 (Adoption of the Wisconsin State Electrical Code) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

16.02 ADOPTION OF THE WISCONSIN STATE ELECTRICAL CODE.

The Wis. Adm. Code ~~ILHR 16 and 17~~ SPS 316 and all amendments thereto ~~is~~ are hereby adopted in its entirety by reference and made a part hereof. The Village hereby takes the responsibilities of electrical inspection of all residential, commercial, public buildings and places of employment pursuant to Wis. Adm. Code ~~ILHR 17, subch. II~~ SPS 305 and SPS 316.012(1)(a). The Village shall employ a State-certified Commercial Electrical Inspectors ~~(COMEL)~~. Except as otherwise regulated by this code, all installations of electrical equipment shall conform to and comply with the State Electrical Code under Wis. Admin. Code SPS 316, the Wisconsin Statutes and any orders, rules and regulations issued by authority thereof, and with approved electrical standards for safety to persons and property.

SECTION 3. That Section 16.03 (Inspection Division – Electrical) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

16.03 INSPECTION SERVICES DIVISION – ELECTRICAL INSPECTOR.

There is hereby created under the general supervision of the Community Development Director ~~Electrical Inspector~~ within the Inspection Services Division of the Community Development Department ~~Electrical Section~~. ~~The section shall be under the direct supervision of the Electrical Inspector.~~ The Electrical Inspector shall have the general authority and control of all matters pertaining to electrical inspections and shall enforce all State laws and Village ordinances relating thereto. In all respects, the Inspector shall comply with the provisions of Wis. Adm. Code SPS 316 ~~ILHR 17~~.

**AN ORDINANCE AMENDING CHAPTER 16 (ELECTRICAL CODE)
OF THE VILLAGE OF GERMANTOWN MUNICIPAL CODE RELATING TO THE ADOPTION OF
THE WISCONSIN COMMERCIAL AND OTHER PUBLIC BUILDING CODES**

SECTION 4. That Section 16.04 (Appointment of Electrical Inspector) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

16.04 APPOINTMENT OF ELECTRICAL INSPECTOR.

- 1) APPOINTMENT. The Electrical Inspector shall be hired pursuant to the typical and customary hiring practices and procedures of the Village at the time of hire ~~appointed by the Village President subject to confirmation by the Village Board.~~
- 2) DUTIES AND QUALIFICATIONS. The Electrical Inspector shall inspect or cause to be inspected all electrical work as outlined in this code within the Village. The Inspector shall be certified by the State as an Electrical or Commercial Electrical Inspector ~~(COMEL)~~.
- 3) COMPENSATION. The Inspector shall be compensated pursuant to the typical and customary hiring practices and procedures of the Village at the time of hire ~~receive 50% of the electrical permit fees.~~

SECTION 5. That Section 16.07 (Inspections) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

16.07 INSPECTIONS.

- 1) CONDUCT OF INSPECTIONS. All inspections of electrical installations shall be conducted in compliance with the provisions of Wis. Admin. Code SPS 316.013
- 2) PERIODIC INSPECTIONS. The Electrical Inspector periodically shall make thorough examinations of all the electrical wires and appliances installed within the Village and, when such wires or appliances are found to be in a dangerous or unsafe condition, the Inspector shall notify the person owning, using, operating, or installing the same to place them in a safe condition. Any person failing or refusing to make the necessary repairs or changes shall be further subject to the penalty provisions as set forth herein ~~under sections 16.12 and 16.16 of this chapter.~~
- 3) APPROVAL AFTER INSPECTION. Upon the completion of the wiring of any building or before any wiring is to be hidden from view, ~~it shall be the duty of the person doing the same to notify the Electrical Inspector who shall inspect the installation within 48 hours of the time such notice is received. If, upon inspection, it is found that such installation is fully in compliance with this chapter and does not constitute a hazard to life or property,~~ the Electrical Inspector shall approve the same and authorize concealment of such wiring or connection for electrical service, provided however that the concealment or energizing of electrical wiring, other than an electrical service, may proceed if inspection has not been completed within 2 business days after notification is received or as otherwise agreed between the wiring installer and the designated inspection agency providing the inspection. If the installation is incomplete or not strictly in accordance with this chapter, the Inspector shall issue orders to the person installing the same to remove all

**AN ORDINANCE AMENDING CHAPTER 16 (ELECTRICAL CODE)
OF THE VILLAGE OF GERMANTOWN MUNICIPAL CODE RELATING TO THE ADOPTION OF
THE WISCONSIN COMMERCIAL AND OTHER PUBLIC BUILDING CODES**

hazards and make the necessary changes or additions and order that the wiring be re-exposed for inspection. Concealment of electrical work before inspection or failure to comply with the order of the Inspector shall constitute an offense punishable in accordance with the provisions of section 25.04 of this Code.

SECTION 6. That Sections 16.12 through 16.16 pertaining to the issuance of electrical licenses by the Village of Germantown are hereby deleted pursuant to the provisions of Wis. Stats. Section 101.861 that prohibits municipalities from imposing licensing requirements for electrical contractors, electricians, or electrical inspectors.

SECTION 7. That Section 16.17 (Permits for Light, Heat and Power Installations) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

16.17 PERMITS FOR LIGHT, HEAT AND POWER INSTALLATIONS.

1) PERMITS.

- a) Required. The Electrical Inspector shall issue permits for the erection of electrical installations for light, heat, and power as provided under Wis. Admin. Code SPS 316.012 ~~as covered within the scope of the Wisconsin State Electrical Code, Volume II,~~ upon the filing of proper applications, which shall be made on forms furnished by the Village Inspector and shall prescribe the nature of the work as well as such other information as may be required for inspection. In no case shall any such electrical work be done prior to and unless a permit has been obtained.
- b) Exceptions unless specifically required under Wis. Admin. Code SPS 316.012(1)(a):
 1. Any person manufacturing or repairing electrical apparatus and equipment and employing a competent electrician shall not be required to have a permit for their testing equipment.
 2. No permit shall be required for minor repair work such as repairing drop cords, flush and snap switches, replacing fuses or changing lamp sockets.
 3. No permit shall be required for portable devices such as grinders, drills, portable signs, washing machines, vacuum cleaners, radios, electric refrigerators, and similar devices not permanently wired but intended to be connected to the circuit by a flexible cord and plug. However, proper approved wiring is to be installed, together with approved receptacle plug.
 4. No permit shall be required for the installation, alteration or repair of electrical generation, transmission or distribution equipment that is owned and operated by an electrical utility company or the Village.
 5. No permit shall be required for the installation, alteration or repair of signal or communication equipment where such equipment is owned and operated by a public utility company or the Village.

ORDINANCE NO. 02-2021

**AN ORDINANCE AMENDING CHAPTER 16 (ELECTRICAL CODE)
OF THE VILLAGE OF GERMANTOWN MUNICIPAL CODE RELATING TO THE ADOPTION OF
THE WISCONSIN COMMERCIAL AND OTHER PUBLIC BUILDING CODES**

SECTION 8. That Section 16.18 (Temporary Work) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

16.18 TEMPORARY WORK.

On applying for a permit for temporary work, a specified period of time during which such wiring is to remain in service must be stated, but not exceeding 90 days. Service shall be cut off at the end of this period and shall not again be connected without permission from the Electrical Inspector. For buildings where conduit wiring is required, special permits for temporary work and exposed wiring, lights, power for building operations, display decorative wiring, etc., for use for a limited period, such as discontinuance and complete removal at expiration, and to condemnation and revocation within such period. All temporary electrical installations issued a permit pursuant to this section shall be inspected by a certified commercial electrical inspector in compliance with Wis. Admin. SPS 316.012 and 316.013.

SECTION 9. That Section 16.19 (Emergency Work) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

16.19 EMERGENCY WORK.

~~In emergency work, the person doing or causing such work to be done shall report the same to the Electrical Inspector the next business day after beginning work.~~ Under emergency conditions, the necessary work and electrical installation may commence without obtaining a permit, provided the owner of the premises where the installation is to occur or their agent submits a permit application to the Electrical Inspector no later than the next business day after commencement of the installation. All emergency electrical installations shall be done in accordance with the provisions of this code.

SECTION 10. That Section 16.21 (Unsafe Equipment) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

16.21 UNSAFE EQUIPMENT.

No person shall keep, offer for sale or sell, within the Village, any appliances, equipment, or fixtures designed for or intended to be used for the production, transmission or utilization of electric current or power unless said appliances, equipment or fixtures are approved by the Electrical Inspector in accordance with the requirements set forth in the Wis. Admin. Code SPS 316 Wisconsin State Electrical Code.

ORDINANCE NO. 02-2021

AN ORDINANCE AMENDING CHAPTER 16 (ELECTRICAL CODE)
OF THE VILLAGE OF GERMANTOWN MUNICIPAL CODE RELATING TO THE ADOPTION OF
THE WISCONSIN COMMERCIAL AND OTHER PUBLIC BUILDING CODES

SECTION 11. That Section 16.22 (Compliance Required) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

16.22 COMPLIANCE REQUIRED.

All electrical installations ~~wiring~~ shall be done according to Wis. Admin Code SPS 316 ~~Wisconsin State Electrical Code, Volume II,~~ and this chapter.

SECTION 12. That Section 16.23 (Certification of Inspection) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

16.23 CERTIFICATE OF INSPECTION.

No certificate of inspection shall be issued unless the electric light, power or heating installation and all other electrical apparatus connected with it are in strict conformity with the provisions of this chapter and the rules and regulations of Wis. Admin. Code SPS 316 and this chapter ~~the Wisconsin State Electrical Code issued by the Department of Industry, Labor and Human Relations under authority of the State Statutes.~~

SECTION 13. This ordinance shall take effect and be in full force the day after its passage and publication, as provided by law.

Introduced by Trustee: _____
Adopted: _____, 2021

Vote: Ayes: _____
Nays: _____

Dean Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC Village Clerk

APPROVED AS TO FORM:

Brian Sajdak, Attorney

Published:

BUSINESS OF THE GENERAL GOVERNMENT & FINANCE COMMITTEE GERMANTOWN, WI

MEETING DATE: February 15, 2021

AGENDA ITEM: New Business Item

ITEM TITLE: Ordinance 02-2021 to amend and update Chapter 16 (Electrical Code) of the Village's Code of Ordinances to comply with the requirements of Wis. Admin Code SPS 316 (Wisconsin Electrical Code)

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

SUMMARY EXPLANATION:

In order for the Village to elevate our status for purposes of conducting commercial electrical inspections as a “delegated agent” for the WI Department of Safety and Professional Services (DPS), we need to adopt additional revisions to Chapter 16 of the Village Code (Electrical Code) to comply with the Wisconsin Electrical Code under Wis. Admin. Code SPS 316.

The attached proposed ordinance and code revisions therein were drafted in cooperation with SAFEBuilt staff and pursuant to the letter received from DPS (dated February 9, 2021) regarding the Village's application for commercial electrical permitting and inspection delegation (copy attached).

ATTACHMENTS:

- Draft Ordinance No. 02-2021
- February 9, 2021 Letter from DPS



Tony Evers, Governor
Dawn Crim, Secretary

February 9, 2021

Jeffrey Retzlaff, Director, Community Development Department
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
jretzlaff@village.germantown.wi.us

VIA EMAIL

Re: Village of Germantown Jurisdiction Request for Commercial Electrical Permitting and Inspecting

Dear Jeffrey Retzlaff,

Unfortunately, your municipality has not met all the requirements under the provisions of Wisconsin Administrative Code § SPS 316.011(1) to exercise jurisdiction over the inspection of electrical wiring installations at farms, public buildings, places of employment, campgrounds, manufactured home communities, public marinas, piers, docks, or wharves and recreational vehicle parks.

The following sections within your municipality's ordinance conflict with Wis. Admin. Code § SPS 316.

- §16.06 references Wis. Admin. Code ILHR 17, which no longer exists. Please update this reference to adopt the applicable SPS code.
- §16.07(2) specifies concealment of work. Note that per [Wis. Admin. Code § SPS 316.013\(3\)\(c\)1](#), the concealment or energizing of electrical wiring, other than an electrical service, may proceed if inspection has not been completed within 2 business days after notification is received or as otherwise agreed between the wiring installer and the designated inspection agency providing the inspection.
- §16.13 through §16.16 specify requirements for licenses issued by the Village. In accordance with [Wis. Stat. § 101.861\(2\)](#), these requirements no longer apply.
- §16.17 specifies when an electrical permit is required or exempt. Note that electrical permits shall be required for the installations provided under [Wis. Admin. Code § SPS 316.012\(1\)](#).
- §16.18 specifies requirements for temporary and special work. Note that all electrical work provided under [Wis. Admin. Code § SPS 316.012\(1\)\(a\)](#), shall be permitted and inspected in accordance with Wis. Admin. Code § SPS 316.

Please revise your municipality's ordinance to address the issues discovered by the Department and resubmit your delegation request.

In addition, please provide your municipality's electrical inspection agency credential number when available. If not already applied for, information for this credential is located at the following website:
<https://dsps.wi.gov/Pages/Professions/InspectionAgency/Default.aspx>

For questions related to the electrical inspection agency credential, contact the Department's Division of Credentialing at (608) 266-2112 or DSPSCredTrades@wi.gov.

If your municipality has any questions related to the Wisconsin Electrical Code Chapter SPS 316, please contact the Electrical Program Manager, Etta Strey, within the Department's Division of Industry Services at (920) 492-2232 or etta.strey@wisconsin.gov.

Sincerely,

Michael D. McNally Jr.
Section Chief, Electrical Program

cc: Garry Krause, Bureau Director, Technical Services Bureau
Electrical Program Staff, Technical Services Bureau

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

MEETING DATE: Monday February 15th, 2021

AGENDA ITEM: New Business

ITEM TITLE: Mequon Road Street Lighting

SUBMITTED BY: Scott Anderson, Interim Highway Superintendent

SUMMARY EXPLANATION:

Funds were added to the 2021 Highway Department budget in the amount of \$400,000.00 to address the lighting issue discussed at the Public Works committee meeting back in July of 2020. At the July meeting, there was discussion about WE Energies maintaining ownership of the lighting and the village having to pay for the new lighting that would be installed by WE Energies. This option leaves the village in a position of perpetual monthly rental and energy costs. There was also discussion about WE Energies abandoning the existing lighting and the village contracting to have new lighting installed. This lighting would be owned by the village and maintained by the Highway Department like most main throughfare lighting in the rest of the village. The budgeted amount will cover either option that is chosen.

If we want to complete this project in 2021, there is a fair amount of planning that we can start now. I want to ensure that I am moving forward in a direction that the committee and board agree with, and make sure that there is a commitment the project.

During the January meeting, there were several questions asked by the committee regarding the project to help them decide which direction to move forward. Along with this document, there is a copy of my notes which provide answers to all the questions asked at last month's meeting. There are also images provided by WE Energies and Traffic Engineering Services that give an example of what can be expected regarding the pole and lighting material selections.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __x__

RECOMMENDATION:

It was the recommendation of the Public Works and Highway Committee to forward to the Village Board with a positive recommendation to authorize staff to obtain the services of Traffic Engineering Services for the design phase of the Mequon Road street lighting project at a cost not to exceed \$20,000.00. Funds shall be allocated from Acct. 40-542-570-8850.

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.

Street Lighting Memo / January Public Works Question Answers

Notes from phone call with WE Energies representative Andrea Hatton on 1/21/2021

- WE Energies can no longer source a pole and will be changing fixtures to something simpler as needed based on maintenance / repair.
- If a knockdown takes place, WE Energies will not be able to provide a matching pole.
- WE Energies design costs are figured into the \$186,000.00 lump sum dollar amount.
- \$186,000.00 lump sum must be paid in full at the time of construction and cannot be paid over an extended period.
- WE Energies does have decorative poles available for neighborhoods, but these poles would not be applicable along a main throughfare as they would not provide adequate lighting. Additionally, WE Energies is not willing to source a specific pole for Germantown. We must select something they already stock (Please see images provided).
- WE Energies estimates a 25-year life expectancy on the equipment they provide. After that, replacement costs go back to the municipality.
- Current cost per fixture is \$23. This covers maintenance and electricity. Future monthly cost is \$14 per fixture and covers maintenance and electricity. Cost reduction is due to less energy consumption and lower product costs estimated with new fixtures. The \$14 is just about split evenly between maintenance and energy consumption.

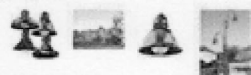
Germantown Average Maintenance Record performed by village staff 1/21/2021.

- Germantown is currently responsible for 15 signalized intersections with the 16th slated for construction 2021. Village staff also currently maintains 26 areas of street and parking lot lighting which equates to 431 total fixtures. An estimated 95% of this maintenance is currently completed in house by village staff.
- All examples shown below are LED converted areas (completed by village staff over the last several years). Costs include materials (lamp, fuses or possible wiring), and current labor / equipment rates. This does not include knockdown maintenance, as this is most often recovered from the offending driver. It is also important to note that overall maintenance costs have gone down in recent years due to the LED conversions. When comparing the costs below, WE Energies is estimating approximately \$7.00 per fixture per month for

maintenance costs (not energy). Three areas currently maintained by village staff are listed below as an example.

- Lannon Road (41 to Old Mequon 28 fixtures) maintenance records for 2019 / 2020. The average cost per fixture for maintenance only (not energy) is .73 per fixture per month during this time.
- Appleton Avenue (County Line through Wal-Mart 50 fixtures) maintenance records for 2019 / 2020. The average cost per fixture for maintenance only (not energy) is .64 per fixture per month during this time.
- Main Street (145 to Squire Drive 38 fixtures) maintenance records for 2019 / 2020. The average cost per fixture for maintenance only (not energy) is \$1.60 per fixture per month.

Traffic Engineering Example #1.



GlasWerks LED

Contemporary Outdoor LED Pendants

by [Holophane](#)



Outdoor LED Area and Roadway Pendant for Municipal Streets, Commercial Plazas, Retail Centers, Campuses, Waterfronts, and Residential Districts.

GlasWerks® LED is a contemporary, Euro-styled design family of outdoor LED Pendants utilizing multiple styles and optical configurations. This solid-state generation builds off the GlasWerks II HID Series strengths of significant product breadth and style choice, glass optics and appealing seamless profile while adding state-of-the-art technology and mechanical design.

The following are product attributes for the GlasWerks LED Series luminaires: Contemporary design; Multiple style choices; Multiple lumen package choices; Asymmetric and symmetric lighting distributions; IESNA full cutoff versions; Tool-less electrical component access; Universal electrical component tray; Ease of maintenance/installation; Arm mount or pendant mount.

Four different housing styles are available, each with choice of prismatic tear drop or bowl glass refractors, or flat glass for cutoff distributions.

Also see [GlasWerks II](#) for HID options.

Listings: The luminaire is IP rated and is suitable for wet locations up to 40°C ambient temperature, depending on wattage. Product is CSA listed.

Specifications

ARCHITECTURAL STYLE	Transitional
BRAND	Holophane
COLOR RENDERING INDEX	70
CORRELATED COLOR TEMPERATURE	2700 K, 3000 K, 4000 K, 5000 K
ENVIRONMENT	Outdoor
LIGHT SOURCE	LED - Static
REGULATORY LISTING	CSA, DLC Standard
COMPLIANCE LISTING	DLC Standard
MOUNTING TYPE	Arm Mount, Pendant
PRODUCT TYPE	Pendant

Downloads

[View Product](#)

GlasWerks II

Contemporary

by [Holophane](#)

For Municipal Streets, Commercial Plazas, Retail Centers, Campuses, Waterfronts, and Residential Districts. GlasWerks® II is a contemporary, Euro-styled design family utilizing eight different styles, combined with a wide array of glass optics; make this product the most extensive product family available in the marketplace. This second generation offering builds off the original GlasWerks Series strengths of significant product breadth and style choice, sparkling performance of prismatic borosilicate glass, and appealing seamless profile while adding an entirely new state-of-the-art mechanical design.

The following are product attributes for the GlasWerksII Series luminaires: Contemporary design; Eight style choices; Urban and pedestrian scale for boulevard and area lighting applications; Permanent, durable borosilicate glass refractor design; Prismatic light control; Eleven optical choices; Asymmetric and symmetric lighting distributions; IESNA full cutoff, cutoff, and semi-cutoff availability; Uplight and non uplight versions; Wide choice of low and high wattage lamp sources in high pressure sodium, metal halide, Induction, and incandescent; Tool-less entry lamp access; Tool-less electrical component access; Universal electrical component tray; Ease of maintenance/installation; Arm mount or pendant mount

Listings: Standard product is UL and CUL approved. For listing availability, consult factory.

Specifications

ARCHITECTURAL STYLE	Transitional
BRAND	Holophane
ENVIRONMENT	Outdoor
FIXTURE WATTAGE	Not Applicable
LIGHT SOURCE	HID
REGULATORY LISTING	UL
MOUNTING TYPE	Arm Mount, Pendant
PRODUCT TYPE	Pendant
SERIES	GB, GE, GM, GN, GP, GR, GS, GY, YP
VOLTAGE RATING	120-277, 347-480

Traffic Engineering Example #2.



 Downloads

[View Product](#)

SMA Pole

Salem Decorative Cast Aluminum Poles

by [Holophane](#)

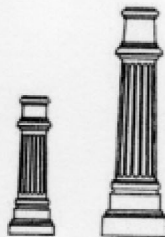
Intended Use: Lighting Post for city streetscapes, public areas and parks, higher education campuses, residential developments, paths and walkways.

Features: Salem decorative posts provide a light weight solution for a variety of roadway, walkway and outdoor area applications. In addition to the factory powder finish, a variety of post accessories are available including flag pole holders, banner arms, planters and receptacles. Roadway arms, crossarms and bollards are also available in a variety of styles to complement each Holophane decorative pole family. Refer to spec sheets for exact specifications and configuration options.

- Construction: Aluminum
- Shaft Style: Fluted tapered, fluted straight, smooth straight, smooth tapered or SiteLink TracPole
- Mounting: Anchor base or direct burial
- Base Diameter: 18"
- Height: 8'-16'

Specifications

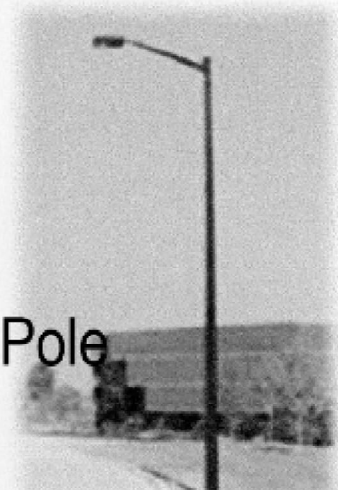
ARCHITECTURAL STYLE	Historical
BRAND	Holophane
ENVIRONMENT	Outdoor
MOUNTING TYPE	Base Mount
PRODUCT TYPE	Pole
SERIES	SMA

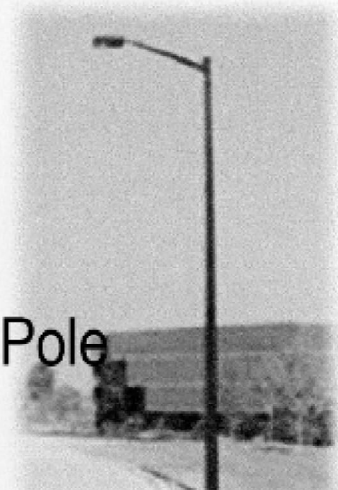


Traffic Engineering
Example #3.





Name	Photo
Fiberglass (smooth)	
WE Energies New Pole Example #2.	



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

MEETING DATE: Monday February 15th, 2021

AGENDA ITEM: New Business

ITEM TITLE: Takeuchi TB290 Track Mini Excavator

SUBMITTED BY: Scott Anderson, Interim Highway Superintendent

SUMMARY EXPLANATION:

During the 2021 budget process, \$140,000.00 was added to the Highway Department capital budget, for the addition of a track mini excavator and associated attachments. A similar, but smaller machine already owned by the village is shared between the Highway Department and the Sewer Utility and is used almost daily during the construction season. The addition of this machine will allow for multiple projects to be on-going simultaneously. This machine is also slightly larger, which will add to the functions it can perform for the village, which can include ditch maintenance among many others. Having this machine will also help prolong the life of our 2002 Liebherr 904 which is an integral part of the villages bi-annual brush pick-up and has a replacement cost of nearly \$300,000.00. The smaller Takeuchi currently owned by the village is seven years old and has performed very well for the village both in functionality and that it has not needed any additional maintenance other than routine. The operation of the TB290, will function the same as our existing Takeuchi TB153, which will provide operator ease and a level of safety on the job site. After reviewing all four units, and as outlined below, staff is recommending a machine that is not the low bid, however the numbers are provided for committee review.

Bobcat E85:	\$104,975.68
Link-belt 80X3:	\$110,266.00
Takeuchi TB290:	\$116,710.00 (Recommended)
Kobelco SK85CS-7	\$153,550.00

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __x__

RECOMMENDATION:

It was the recommendation of the Public Works and Highway Committee to forward to the Village Board with a positive recommendation for the purchase of a Takeuchi TB290 Track Mini Excavator in an amount not to exceed \$116,710.00. Funds to be allocated from Acct. #40-542-570-8450 contingent upon the 2021 borrowing.

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
VILLAGE BOARD GERMANTOWN, WI**

MEETING DATE: February 2, 2021 February 15, 2021

AGENDA ITEM: New Business

ITEM TITLE: Award of Contract - Well #12 (TIO #8)

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

SUMMARY EXPLANATION:

The Village Engineering Department advertised and received bids for the planned construction of Well# 12 located in TID #8 on land contributed by the Zilber Group. Bids were received on January 12, 2021 and are as follows:

1) Municipal Well and Pump	\$359,235.00
2) Water Well Solutions	\$848,597.00
3) CWT Corporation	\$859,525.50

This contract is for the construction of a 1,400' deep well only. The pumping station with treatment will be bid in the future. The bid also included alternate items that may need to be used but the need will first be determined during construction (see FOTH letter for added explanation).

It is the recommendation of the Director of Public Works and FOTH Environmental to award the contract to Municipal Well and Pump in the amount of \$359,235.00 and to award the Alternate Bid of \$100,588.00 for a total approved amount of \$459,823.00

ATTACHMENT: ORDINANCE__ RESOLUTION__ OTHER_K

- Letter of Recommendation from FOTH Environmental

RECOMMENDATION:

The Director of Public Works recommends the Public Works and Highway Committee approve awarding the contract to Municipal Well and Pump in the amount of \$359,235.00 and authorize the Director of Public Works to use the Alternate Bid in the amount of \$100,588.00, as determined to be necessary, and to forward to the Village Board with a positive recommendation.



Ballpark Commons Office Building
7044 S. Ballpark Drive Suite 200
Franklin, WI 53132
(414) 336-7900
www.foth.com

January 26, 2021

Mr. Larry Ratayczyk, P. E., DPW
Village of Germantown
N112 W17001 Mequon Road
P. O. Box 337
Germantown, WI 53022-0337

RE: Well No. 12 Bid Review

Dear Larry:

We have reviewed the bids received on January 12, 2021 for the above referenced project. A summary of the bids is as follows:

<u>Bidder</u>	<u>Base Bid</u>	<u>Sum of Alternate Bid Adders</u>
Municipal Well & Pump Waupun, WI	\$ 359,235.00	\$ 100,588.00
Water Well Solutions Oconomowoc, WI	\$ 848,597.00	\$ 204,929.00
CWT Corporation Lannon, WI	\$ 859,525.50	\$ 238,180.00

The base bid amount is for construction of a 1,400' deep well. Note, this the well only. A pumping station and water treatment facility will be bid separately in 2022. The alternate bid adders include optional field tests which can be performed during construction and an optional alternate casing material.

The low bidder has been prequalified by the village. We have reviewed the documentation submitted by the low bidder with its bid and find it to be satisfactory. In addition, we have corresponded directly with Municipal Well & Pump. They are the only of the three bidders that do not use an outside sub-contractor to drill the well which is why their price is much more competitive. We have confirmed that their bid includes all required work, and that they are prepared to proceed as soon as authorized.

Mr. Larry Ratayczyk, PE
January 26, 2021
Page 2

We recommend awarding this project to Municipal Well & Pump, Inc., in the amount of \$369,523.00, as follows:

\$359,235.00 (Base Bid)
+ \$3,210.00 (Alternate - Static Spinner Flow Logging)
+ \$5,350.00 (Alternate - Dynamic Spinner Flow Logging - Setup)
+ \$1,728.00 (Alternate - Dynamic Spinner Flow Logging)
\$369,523.00 Total Award

Our estimate for this contract was \$400,000. It can be seen that, even with the above alternates included, the contract amount is still below the estimate.

Our recommendation of award is contingent upon receiving the required DNR and PSC approvals. All required documents have been submitted to these agencies and we're currently in the review period. Bidding documents require bidders to hold their prices for up to 90 days. This time should be sufficient for DNR/PSC to complete their review and approval for the well before the Notice of Award is issued.

Please inform us of your decision. Please contact me with questions/discussion.

Sincerely,

Foth Infrastructure & Environment, LLC



Gregory Bolin, PE
Senior Project Manager/Water Supply Manager

Cc: Paul Haugen, Water Utility Superintendent
Dale Broeckert, PE, Foth Infrastructure
Ryan Schultz, PE, Foth Infrastructure
Matt Buska, PE, Foth Infrastructure