

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, JANUARY 17, 2022 7:00 p.m.

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

NOTICE: Pursuant to the recommendations of the Centers for Disease Control and Prevention concerning the prevention of COVID-19 infections, any member of the body and/or citizen may also attend the meeting virtually through the WebEx platform, Meeting #: 2558 906 7959 Password: iuGrtZD2p33 which can be accessed by phone at 408-418-9388 or by logging on at

<https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m9f478064f84a4f9494e1f534e08fe84e>

Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov 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:
- 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@germantownwi.gov, by 4 p.m. on Monday, January 17.*
 - A. ARPA Funding: Listening Session.

VII. CONSENT AGENDA:

A. Approval of Minutes December 20, 2021 Meeting.

B. Accounts payable/payroll:

1.	December 17, 2021	Accounts Payable	\$ 175,423.18
2.	December 17, 2021	Tax Refunds	\$ 61,294.70
3.	December 21, 2021	Tax Refunds	\$ 52,716.84
4.	December 22, 2021	Accounts Payable	\$ 40,280.28
5.	December 30, 2021	Accounts Payable	\$ 232,912.33
6.	December 21, 2021	Payroll (Hourly)	\$ 159,516.15
7.	December 30, 2021	Payroll (Salary)	\$ 68,606.87
8.	January 7, 2022	Accounts Payable	\$ 234,476.00
9.	January 4, 2022	Payroll	\$ 293,120.94

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

C. 2021 Capital Fund Carryover – Truck 551 Replacement.

D. 2021 Capital Fund Carryover – Confined Space Equipment Van.

E. Truck 551 Replacement Purchase in an amount not to exceed \$55,000.

F. Wheel Loader Purchase – Recycling Center, in an amount not to exceed \$225,000.

G. New Chemical Scales from Hawkins in an amount not to exceed \$29,250.

H. Well #3 Valve Replacements on the HMO Filter Tank, Well #3 From Dorner in an amount not to exceed \$19,756.

I. Well #3 HMO Injector Pumps, from William Reid in an amount not to exceed \$18,428.

J. Water Tower Tank Mixers, for Wells 1, 2, and 3, Kasco Mixers from William Reid, in an amount not to exceed \$59,155.

K. Power Wash Tower #1 and #2, from Water Tower Clean and Coat in an amount not to exceed \$14,400.

L. Replacement of One Ton Truck, in an amount not to exceed \$71,000.

M. Aerial Lift Truck Purchase from Utility Sales and Service, in an amount not to exceed \$177,469.

N. CTH & Freistadt Reconstruction Payment to Washington County in an amount not to exceed \$100,000.

O. Resolution 02-2022, Development Agreement for Goldendale Road Germantown LLC, Murphy Pet Foods

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

P. Resolution 01-2022, Germantown Municipal Employees Union Local 730 Contract.

Q. Job Description Updates – Water Utility Foreman Designated Operator.

R. Job Description Updates – Maintenance Shop Foreman.

S. Budget Amendment, Police Department Vehicle Repair and Maintenance.

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

T. Approval of Bartender License Application – Flynn Woller, originally recommended Denial.

U. Patrol Officer Hiring and Eligibility List.

IX. PUBLIC HEARINGS:

- A. None.

X. NEW BUSINESS:

- A. Patrol Truck Commitment with Truck Country.
- B. Concord Road Stop Sign.
- C. Resolution 03-2022, Germantown Professional Police Association Local 306 Contract.
- D. Resolution 04 – 2022, Rescind a Portion of 2021 Real Property Taxes GTNV 234-001-046, The Reserve at Wrenwood.
- E. Resolution 05-2022, Rescind a Portion of 2021 Personal Property Taxes GTNV PB 344-001-93.
- F. Resolution 06-2022, Establishing an Independence Day Committee.
- G. Acquisition of Property in the Area of the Intersection of Donges Bay and Wasaukee Roads for a new Department of Public Works Facility. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate; and,
- H. Director of Public Works retirement agreement. The Village Board May Enter into Closed Session per Wis Stat § 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may reconvene into open session to take such action as it deems appropriate.

XI. ADJOURNMENT:

The next regular meeting of the Village Board will be on Monday, February 7, 2022, at 7:00 p.m. There will be a special Village Board and Village of Richfield Listening Session on January 27, to be held at the Germantown Performing Arts Center at 6 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.

Notice is given that a majority of a Committee, Commission or Board, including the Library Board and/or Park and Recreation Commission, may attend this meeting to gather information about an agenda item over which they have decision making responsibility. This may constitute a meeting of the such committee, commission, or board per State ex rel. Badke v. Greendale Village Board, even though the Committee, Commission or Board will not take formal action at this meeting.

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
December 20, 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, J. Miller, R. Miller, Myers, and Neureuther. Excused Absent: Pieper. Pieper called in for Closed Session. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Director Ratayczak, Chief Snow, Director Standridge, Superintendent Zimmerman, Superintendent Haugen, Superintendent Anderson, and Director Retzlaff.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

Wished all a Merry Christmas and Happy New Year.

**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:

Troy Wetterau of Equine Trail came to the podium in support of the Zignego family in efforts to rezone the land.

Chad Johnson came to the podium in support of the Zignego family in efforts to rezone the land.

Bill and Carol Schneider emailed a comment. President Wolter read the email comment. The comment questioned the TIF item and strip mall that is empty and main street or housing for young families and Cable 25 channel transmittal problems.

CONSENT AGENDA:

- A. Approval of Minutes December 6, 2021, meeting.
- B. Accounts payable/payroll:
 - 1. December 3, 2021 Accounts Payable \$ 1,746,389.42
 - 2. December 10, 2021 Accounts Payable \$ 67,518.40
 - 3. December 7, 2021 Payroll (Hourly) \$ 163,903.84
 - 4. December 15, 2021 Payroll (Salary) \$ 71,358.46

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

- C. Parks Dept. Pick-up Truck - Purchase
- D. Starlite Water Tower – 2022 Tree and Brush Removal Project
- E. Cross Connection Control Contract
- F. Blanket Purchase Order – Hydrant & Valve Replacements, Water Service Repairs and Water Main Breaks
- G. Well #5 VFD and Power Disconnect

- H. Hydrant Stem Removal Tool Purchase
- I. Consideration of Invoice – Munson Inc.
- J. Well #12 - Change Order #3
- K. Lannon/Maple Roads – State/Municipal Financial Agreement (HSIP Grant)

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

- L. Police Department – Purchase of two 2022 Ford Police Interceptor Utility Vehicles.
- M. Police Department - Promotional Process – Replacement of Vacant Lieutenant Position to Sergeant.
- N. Second Hand Article Dealer License.
 - 1. EcoATM LLC Hunter Bjorkman, W190N9855 Appleton Avenue
- O. Second Hand Article Dealer License and Second Hand Jewelry License.
 - 1. Kesslers Diamond Center, N96W16920 County Line Road.

Motion (Myers/R. Miller) Consent Agenda items, A-O. Roll Call Vote carried unanimously.

UNFINISHED BUSINESS:

- A. None.

PUBLIC HEARING:

- A. None.

NEW BUSINESS:

- A. Resolution 42-2021, Appreciation of Service to Janice Wick.

Motion (Baum/Kaminski) to approve Resolution 42-2021, Appreciation of Service to Janice Wick. Motion carried unanimously.

- B. Ordinance 16-2021, Rezoning from the Rs-2: Single-Family District and Rs-3: Single-family District to the Rs-1: Single-Family District and A-2: Agricultural Districts; Conditional Use Permit (CUP) 07–2021 to allow grading and filling on portions of a 25’ wetland setback; and 3-Lot Certified Survey Map – Robert Zignego, Property Owner of Lot 38 in Harvest Hills Subdivision and Michael & Pamela Madrzak, Property Owners of N116 W13444 Elm Lane.

Associate Planner Zandt came to the podium to present on the item. The site location was shown and reported on. The proposed CSM with the existing and proposed configurations were shown. The ingress and egress were shown. The proposed rezoning was shown per lot. The Conditional Use Permit was reported on. The Plan Commission recommendations were reviewed with conditions. The Plan Commission held the public hearing.

The conditional use permit has been revised and resubmitted. The permit was pulled for the culvert. The Village does not have a driveway permit; however, a conditional use permit is needed for the wetland. The driveway was installed without contacting the Village for the Conditional Use Permit. All other requirements were met with the DNR and Army of Corp. Engineers. The Conditional Use Permit is coming forward this evening. The encroachment into the set back and part of the cup process and rezoning.

Motion (Myers/Baum) to approve Ordinance 16-2021, Rezoning from the Rs-2: Single-Family District and Rs-3: Single-family District to the Rs-1: Single-Family District and A-2: Agricultural Districts; Conditional Use Permit (CUP) 07-2021 to allow grading and filling on portions of a 25' wetland setback; and 3-Lot Certified Survey Map – Robert Zignego, Property Owner of Lot 38 in Harvest Hills Subdivision and Michael & Pamela Madrzak, Property Owners of N116 W13444 Elm Lane. Roll Call Vote Motion carried. Trustee J. Miller voted no.

- C. Ordinance 17-2021, Village of Germantown Floodplain Zoning Ordinance – Amendment to Section 23 of the Germantown Municipal Code and includes the adoption of revised Flood Insurance Rate Maps (FIRM's) and revised Flood Insurance Study (FIS).

Associate Planner Zandt came to the podium to present on the item. The flood insurance program is to adopt the latest model floodplain. Amended and revised flood insurance study and rate map in the national flood insurance program. The Cedar Creek watershed was shown. The impacted firm panels were shown and were in the packet. The Plan Commission recommended the flood plan.

Motion (Baum/R. Miller) to approve Ordinance 17-2021, Village of Germantown Floodplain Zoning Ordinance – Amendment to Section 23 of the Germantown Municipal Code and includes the adoption of revised Flood Insurance Rate Maps (FIRM's) and revised Flood Insurance Study (FIS). Motion carried unanimously.

- D. Resolution 43-2021, Adoption of 2021-2026 Comprehensive Outdoor Recreation Plan.

Director Standridge came to the podium. The 2021 – 2026 Comprehensive Outdoor Recreation Plan. He gave history of the plan. The plan has been worked on since 2020 along with the 2050 Comprehensive Plan. The plan is needed to apply for grant funding and to update and manage the parks systems. The Village Parks and trails were shown and reviewed. A feasibility study was completed. The plan would go forward to the DNR and part of the 2050 comprehensive plan. The Village is higher than the national average per 1,000 as far as the national average. There will be future additional public involvement.

Motion (Myers/Baum) to approve Resolution 43-2021, Adoption of 2021-2026 Comprehensive Outdoor Recreation Plan. Motion carried unanimously.

- E. Resolution 44-2021, Jurisdictional Transfer – County Trunk Highway F (Freistadt Road) & Wasaukee Rd.

Village Administrator reported on the item. This is a transfer of jurisdictional authority. If approved Germantown would take on ownership of Freistadt from Ozaukee to Fond Du Lac. This is due to Operational Efficiencies as the Village has trucks on Freistadt Road. In addition, this transfer would provide upcoming redesign. There is potential to add trails or sidewalks for residents. If approved the County will make a cash payment \$615,000 toward the reconstruction of \$250 per mile. \$30,000 is earmarked for Wasaukee Road. The levy related to the maintenance would transfer to the Village from the County as \$20,000 per year and the Village would receive the Transportation Aids. Discussion ensued of negotiations of additional dollars. Negotiations have previously taken place in reference to the paved shoulder.

Motion by (Baum/Kaminski) to approve Resolution 44-2021, Jurisdictional Transfer – County Trunk Highway F (Freistadt Road) & Wasaukee Rd.

Motion to amend (Baum/Kaminski) to table and allow staff to go back and renegotiate with the County. Motion carried unanimously.

- F. Request to use Remaining Funds Toward the 2022 Annual Roads Improvement Program.

Tr. Myers gave history of the item as there was dollars received from the County. The monies are available for roads and put into the intersection of Freistadt and Goldendale. Tr. Myers commented to use the funds for this year. Discussion ensued of using the monies for the roads dependent on the competitive bidding and the weather.

Director Ratayczak came to the podium and commented on the LRIP grant that will be available. Discussion ensued of Country Aire Drive in need of improvement. There is approximately \$692,00 available. Discussion ensued of the state funding and the available dollars. The grant is normally available every two years. Tr. Myers would like to see Pleasant Road needs redone. Country Aire from Mequon to Freistadt is in need of improvement. Discussion ensued not to divert funds to other projects but to keep with the roads.

Motion by (Baum/R. Miller) to approve the allocation of Remaining Funds Toward the 2022 Annual Roads Improvement Program to reconstruct or resurface roads. Roll Call Vote Carried unanimously.

- G. Resolution 45-2021, Capstone Developer Agreement.

Motion by (Baum/Myers) to approve Resolution 45-2021, Capstone Developer Agreement. Roll Call Vote carried. Hudson and J. Miller voted no. Baum Abstained.

- H. Resolution 46-2021, Election Officials.

Motion by (Myers/Baum) to approve Resolution 46-2021, Election Officials. Motion carried Neureuther abstained.

- I. Village of Richfield Potential Water / Sewer Memorandum of Understanding. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate; and,
- J. Acquisition of Property in the Area of the Intersection of Donges Bay and Wasaukee Roads for a new Department of Public Works Facility. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate; and,
- K. Presbyterian Homes, PHW, Claim. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(g) for the purpose of Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved and then may reconvene into open session to take such action as it deems appropriate.

Motion (Baum/Myers) to Convene into closed session for items I, J, and K 8:50 p.m. and to include the Village Board, Village Administrator, Director Retzlaff, Director Ratayczak, Superintendent Zimmerman, Superintendent Haugan, and Graef Representative (Item J.) Pieper called in for closed session. Roll Call Vote Carried Unanimously.

- L. Authorize Village Administrator to engage Ehlers to complete a Tax Increment District feasibility study for the area adjacent to the proposed Public Works facility site.

Baum/R. Miller to go into Open session at 10:38 pm

Motion (Baum/R. Miller) to extend the deadline on the MOU as discussed in closed session. Motion carried. Pieper, Hudson, and J. Miller voted no.

Motion (Baum/Myers) to direct the Village Attorney to proceed as directed in closed session. Motion carried roll vote. Pieper voted no.

Motion (Baum/Myers) to direct the Village Administrator to proceed as directed in closed session. Motion carried unanimously.

Motion (Baum/Kaminski) Authorize Village Administrator to engage Ehlers to complete a Tax Increment District feasibility study for the area adjacent to the proposed Public Works facility site. Motion carried roll vote. Pieper voted no.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 10:39 p.m.

The next regular meeting of the Village Board will be on Monday, January 17, 2022, at 7:00 p.m. There will not be a Village Board meeting on January 3, 2022.

Respectfully Submitted,
Deanna Braunschweig
Deanna B. Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: January 17, 2022

AGENDA ITEM: Consent Agenda

ITEM TITLE: Authorization for 2021 Capital Fund Carryover – Truck 551 Replacement

SUBMITTED BY: Public Works and Highways Committee

SUMMARY EXPLANATION:

The Public Works and Highway Committee is requesting carryover from the 2021 Wastewater Capital Budget for the amount of \$55,000.00 for the replacement of Truck 551. The window for ordering fleet trucks in FY2021 was a two-week window in July. We were unable to get RFP's back and through parliamentary procedures before that window closed. We have been given a preliminary date of May of 2022 for the window to re-open for fleet orders and would like to order the replacement at that time.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

It is the unanimous recommendation of the Public Works and Highways Committee to approve the Capital Budget carryover as explained above, for the amount not to exceed \$55,000.00. And to forward this request on to the Village Board with a positive recommendation for the transfer of funds from the 2021 budget to the 2022 budget. Line item 60-180-185-3730 Transportation Equipment.

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: January 17, 2022

AGENDA ITEM: Consent Agenda

ITEM TITLE: Authorization for 2021 Capital Fund Carryover – Confined Space
Equipment Van

SUBMITTED BY: Public Works and Highways Committee

SUMMARY EXPLANATION:

On February 15, 2021, the Village Board authorized the purchase of a 2021 Ford Van from Badger Ford. The order has been placed but not yet received. I anticipate receipt of the van during Q1 of 2022. The Public Works and Highways Committee is requesting carryover from the 2021 Wastewater Capital Budget in the amount of \$45,000.00 to satisfy the delivery invoice from Badger Ford for the amount not to exceed \$38,973.00, and for the additional amount of \$6,027.00 for in-house upfit and set-up.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER

RECOMMENDATION:

It is the unanimous recommendation of the Public Works and Highways Committee to approve the Capital Budget carryover as explained above, for the amount not to exceed \$45,000.00. And to forward this request on to the Village Board with a positive recommendation for the transfer of funds from the 2021 budget to the 2022 budget. Line item 60-180-185-3730 Transportation Equipment.

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: January 17, 2022

AGENDA ITEM: Consent Agenda

ITEM TITLE: Authorization to Purchase – Truck 551 Replacement

SUBMITTED BY: Public Works and Highways Committee

SUMMARY EXPLANATION:

The Public Works and Highway Committee is requesting authorization to purchase a replacement 3500 series pick up to replace truck 551. In these unprecedented times of supply chain shortages, we as a Village need to act quick when order windows open. I am therefore, requesting authorization to spend up to the budgeted amount of \$55,000 for the replacement truck. The actual purchase agreement will come back before the Village Board **after** the order is placed for transparency purposes.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

It is the unanimous recommendation of the Public Works and Highways Committee to pre-approve the purchase of a replacement 3500 series pick- up for truck 551 for the amount not to exceed \$55,000.00. And to forward this request on to the Village Board with a positive recommendation. This will allow staff to act quickly when order windows for fleet vehicles open ensuring the integrity of our fleet into the future. Funds to come from line item 60-180-185-3730 Transportation Equipment.

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: January 17, 2022

AGENDA ITEM: Consent Agenda

ITEM TITLE: Authorization to Purchase – Wheel Loader Recycling Center

SUBMITTED BY: Public Works and Highways Committee

SUMMARY EXPLANATION:

The Public Works and Highway Committee is requesting authorization to purchase a wheel loader with bucket and forks for the Recycling Center as approved in the 2022 Capital Budget for the amount not to exceed \$225,000.00. Suppliers are already warning of shortages of new equipment and long lead times for delivery when available. In these unprecedented times of supply chain shortages, we as a Village need to act quick when order windows open or when equipment is available. The Public Works and Highways Committee is requesting authorization to spend up to the budgeted amount of \$225,000 for the loader with accessories as described. The actual purchase agreement will come back before the Village Board **after** the order is placed for transparency purposes and to keep the order process moving.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER

RECOMMENDATION:

It is the unanimous recommendation of the Public Works and Highways Committee to pre-approve the purchase of a wheel loader with accessories as described above for the amount not to exceed \$225,000.00. And to forward this request to the Village Board with a positive recommendation. This will allow staff to act quickly upon receipt of RFPs to ensure our place in line for timely delivery. Funds to come from line item 40-546-570-8400 Recycling Capital Outlay.

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
AND VILLAGE BOARD GERMANTOWN, WI**

MEETING DATE: January 4th, 2022 & January 17, 2022

AGENDA ITEM: New Business

ITEM TITLE: Consideration to purchase replacement scales for Chlorine and Fluoride at various wells

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

We are requesting permission to purchase (6) Force flow scales with dual channel indicators. The current scales are coming to the end of their service life and can cause erratic measurement of the chemicals. Three quotes were obtained and are as follows:

- **Martelle-Nonresponsive**
- **William Reid \$31,640.00**
- **Hawkins, Inc 1882 Morris Street, Fond du Lac, WI 54935 \$29,520.00**

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

RECOMMENDATION:

Staff recommends approval to purchase (6) Force Flow scales and ancillary hardware from Hawkins, Inc in the amount not to exceed \$29,520.00 from account #50-180-184-3950

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.

HAWKINS, INC. WATER TREATMENT GROUP

1882 Morris Street
Fond du Lac, WI 54935
920-923-1850 Fax-923-0606

December 13, 2021

To: Germantown Water Utility

Attn: Scott Weigand

RE: Force Flow scale quotation

Quotation expires: 3.10.2022

Terms: Net 30 days from delivery, F.O.B. factory. Our pricing does not include any sales/excise taxes or freight charges that may apply unless stated otherwise.

Quotation/Proposal

This quotation constitutes an offer to furnish the items listed subject to; terms and conditions stated hereon: receipt of your purchase order by Hawkins, Inc and written acceptance of your order by Hawkins, Inc and/or the manufacturer(s) involved as follows;

Qty.	Product Number	Description	Price
(6)	27-DR10DSHA4	Electronic drum scale, HI-Accuracy 4 load cell design, 1000 LB capacity Tuf-Coat steel platform, summing box, 20' cable	\$3,615.00/EA
(2)	SRG2-2	SOLO G2 digital indicator, dual channel, backlit LCD display, (2) adjustable 4-20 mA outputs, keypad operation, 110-250VAC, NEMA 4X enclosure	\$2,280.00/EA
(2)	SRG2-1	SOLO G2 digital indicator, single channel, backlit LCD display, (1) adjustable 4-20 mA output, keypad operation, 110-250 VAC, NEMA 4X enclosure	\$1,635.00/EA

Total for (6) 27-DR10DSHA4, (2) SRG2-2 and (2) SRG2-1\$29,520.00

*No addition freight or handling charges.

Please call me at 608-548-1055 with any questions. Thank you for the opportunity to provide a proposal for the above materials.

Regards,

Jamie Setzke

Jamie Setzke
Hawkins Water Treatment Group

HIGH ACCURACY CHEM, DRUMM & TOTE SCALES

(INCLUDES VOLUMETRIC FEEDER SCALE)

INSTALLATION & OPERATION MANUAL

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

MEETING DATE: January 4th, 2022 & January 17, 2022

AGENDA ITEM: New Business

ITEM TITLE: Consideration to purchase valve replacements for HMO mixing and filter tank at Well #3.

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The water utility is asking permission to purchase and install replacement butterfly valves and Pneumatic actuators as part of the Well #3 maintenance. These valves are used in the operation of the mixing and filter tanks and have come to the end of their service life. Dorner is the vendor-supplier and installer of these valves.

Dorner Company N61 W23043 Silver Spring Dr. Sussex, WI 53089 \$19,756.00

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

RECOMMENDATION:

Staff recommends approval from Dorner Company in the amount not to exceed \$19,756.00 from account #50-731-530-6400

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.

To: Village of Germantown
Attn: Paul Haugen
Ref: Well #3 Valve Replacements

Date: 12/28/2021
Proposal No. Q2286byge
Page: one of one
Industry Code: 4952

FOB: Factory
Terms: N30
Delivery: 4-5 Weeks

Make Order To: Dorner Company
N61 W23043 Silver Spring Dr.
Sussex, WI 53089

Phone No: (262) 932-2100

Sales Contact: Tim Ruesch

Prepared By: Steve McMahon

Item	Quan.	Description	Unit Price	Total
1	3	6" Bray Resilient Seated Butterfly Valve, Cast Iron Body, Wafer Style, Nylon Coated Ductile Iron Disc, EPDM Seat, Lower Bearing, with Bracket and Adapter For Use With Existing Bray Manual Override, and Kinetrol Double Acting Pneumatic Actuator. Model: 30-0600-11010-119*KN087-100	\$ 1,692	\$ 5,076
2	2	3" Bray Resilient Seated Butterfly Valve, Cast Iron Body, Wafer Style, Nylon Coated Ductile Iron Disc, EPDM Seat, Lower Bearing, with Bracket and Adapter For Use With Existing Bray Manual Override, and Kinetrol Double Acting Pneumatic Actuator. Model: 30-0300-11010-119*KN057-100	\$ 1,332	\$ 2,664
3	3	8" Bray Resilient Seated Butterfly Valve, Cast Iron Body, Wafer Style, Nylon Coated Ductile Iron Disc, EPDM Seat, Lower Bearing, with Bracket and Adapter For Use With Existing Bray Manual Override, and Kinetrol Double Acting Pneumatic Actuator. Model: 30-0800-11010-119*KN107-100	\$ 2,505	\$ 7,516
4	2	(2) Technicians for (2) Days of Factory Authorized Field Service.	\$ 2,250	\$ 4,500
		Total		\$ 19,756

Notes: Prices quoted are FOB Factory with pre-pay & add. Quote valid for 90 days. Any applicable taxes are not included in the above pricing. Delivery times are estimated and are not guaranteed.

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

MEETING DATE: January 4th, 2022 & January 17, 2022

AGENDA ITEM: New Business

ITEM TITLE: Consideration to purchase HMO injector pumps for well #3

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

We would like permission to purchase (2) new DulcoFlex replacement HMO injector pumps. The existing pumps are original to the well and the manufacturer has stopped making the existing models along with replacement parts, will no longer be available. These pumps are used to inject HMO into the water prior to filtration to eliminate Radium from the water. William Reid is the vendor rep and installer.

William Reid PO box 397 Germantown Wi, 53022 \$18,428.00

ORDINANCE_____ RESOLUTION_____ OTHER _____ ATTACHMENTS X

RECOMMENDATION:

Staff recommends approval of William Reid for purchase (2) HMO pumps to include installation and start up. Not to exceed \$18,428.00 from account #50-732-530-6500

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.

DulcoFlex DFB Series

One of the most versatile hose pumps ever built!



The **DulcoFlex DFB** is a versatile peristaltic pump, which incorporates both hose and tubing technology. The unique roller design offers a lubricant-free housing unlike typical shoe pumps. With pressures up to **116 psi** and flow rates to **337 gph**, the DFB is a great choice for pumping difficult fluids such as slurries and abrasive chemicals.

Features & Benefits

- 10, 13, 16, 19, 22mm tubing pumps (30 psi)
- 10, 13, 16, 22mm reinforced hose pumps (116 psi)
- Flows to 337 gph (5.6 gpm)
- Halar coating available for the toughest chemicals
- Disaster proof hose connections
- Roller Technology - Lower hose stress
- Easy maintenance
- Reinforced hose
- Can run dry
- Self priming
- Great for solids
- Reversible
- No seals
- No valves

Applications

- NaOCl
- Lime dosing
- FeCl₃
- Mining
- Fruit Juices
- Flavoring
- Wine
- Ink
- Emulsions
- Detergents

DulcoFlex DFB Series

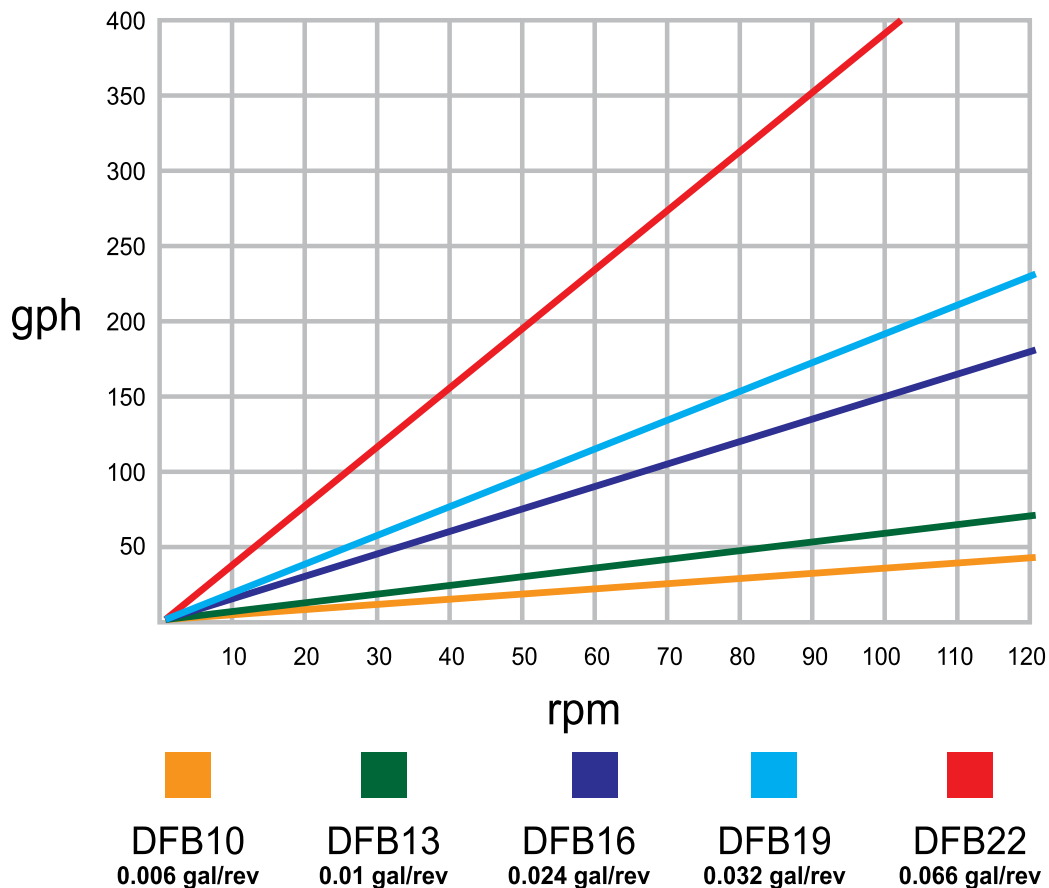
Technical data

Capacity Data					
	DFB10	DFB13	DFB16	DFB19*	DFB22
DFB Series					
Compression	Roller	Roller	Roller	Roller	Roller
Connection	3/8"	3/8"	3/4"	1"	1"
Capacity gal/rev	0.006	0.01	0.024	0.032	0.066
Max. Flow gph	31	51	122	163	337
Max. Pressure Reinforced Hoses	116 psi	116 psi	116 psi	N/A	116 psi
Tubing	Norprene	Norprene	Norprene	Norprene	Norprene
Max. Pressure Tubing	30 psi	30 psi	30 psi	30 psi	30 psi

Models are available with one of the following reinforced hoses: Natural Rubber, Buna, EPDM, Hypalon

* DFB19 is not available with reinforced hoses

DFB Series Flow Rates



ProMinent Fluid Controls, Inc.
 136 Industry Drive • Pittsburgh, PA 15275 USA
 (412) 787-2484 • Fax: (412) 787-0704
 email: sales@prominent.us • www.prominent.us

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PN: 7750600
 DulcoFlex_DFB.indd rev3 10/05/2016

**WILLIAM/REID***A Division of Gasvoda & Associates, Inc.*

Quotation

Date: December 28, 2021**Quotation valid until:** March 28, 2022**Prepared for:**

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

Prepared by: Patrick Ingle**Quotation Number:** 122821 PLI**Project Reference:** ProMinent

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

Quantity	Description	Unit Price
2	DULCOflex DFBu Peristaltic Pump Flow: 17.8 lph / 4.7 gph Pressure: 8 BAR / 115 PSI 3-rollers, Motors VFD's and leak detection included	Included
1	Freight	Included
1	Installation	Included
Total Price		\$18,428.00

TERMS: Net 30 days.**FREIGHT:** F.O.B. Shipping Point, with Freight Allowed to the Jobsite.**START-UP:** 1 day(s) of start up services are included. Any additional will be billed at our standard rate.**TAXES:** ALL applicable taxes must be added. If exempt, please provide an exemption certificate with order.**SUBMITTALS:** N/A weeks after receipt of order.**DELIVERY:** 3 to 6 weeks after approval and authorization to proceed.**DURATION:** After 30 days, we reserve the right to review, amend, or withdrawal this proposal.*Respectfully submitted,*

Patrick Ingle
262-420-7500

Orders should be submitted to: sales@williamreidltd.comwww.williamreidltd.com



WILLIAM/REID

A Division of Gasvoda & Associates, Inc.

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

AUTHORIZATION TO PROCEED :

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

BILL TO:

SHIP TO:

E-MAIL ADDRESS FOR INVOICES:

TAGGING:

PO #:

ORDER CONTACT:

SITE CONTACT:

PHONE:

SITE PHONE:

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

ACCEPTED:

Authorized Signature

PRINT NAME:

TITLE:

DATE:

SPECIAL INSTRUCTIONS:

www.williamreidltd.com



WILLIAM/REID

A Division of Gasvoda & Associates, Inc.

WILLIAM/REID LTD TERMS AND CONDITIONS OF SALE

TERMS

1. **Terms of payment are 100% net due 30 days from "date of shipment & invoice" for all orders less than \$100,000.**
2. **Terms and conditions for orders totaling more than \$100,000.00 are based on progress payments as follow:**
 - A) **10% of net order total due upon delivery of submittal data for review and approval with no retainage allowed.**
 - B) **10% of remaining net order total due at time of release to production with no retainage allowed.**
 - C) **Entire balance of remaining net order total due within 30 business days after delivery and invoicing with no retainage allowed.**

Start-up services will not be scheduled prior to receipt of full and final payment, with no exceptions.

CONDITIONS

1. **General**

Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1-1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.
2. **Warranty**

Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications.

Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer.
3. **Liability of Seller**

Seller is not liable in any event hereunder for any consequential, incidental, or liquidated damages or penalties.
4. **Claim Period**

Buyer shall immediately inspect said equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within 10 days after Buyer's receipt of said equipment.
5. **Cancellation**

Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder.
6. **Taxes**

Sale may be subject to state sales tax depending on the state. Gasvoda & Associates requires proof of exemption for all nontaxable sales. Regardless of exemption status, Gasvoda & Associates proposal does not include any sales tax. Payment of any sales tax remains the responsibility of the purchaser.
7. **Storage**

If at such time, within or after the estimated shipment period specified on the face hereof, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 1% of the balance due hereunder.
8. **Drawings, Illustrations and Manuals**

Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.
9. **Insurance**

We have made no allowances for special insurance requirements including but not limited to "Waiver of Subrogation", "Form GC2010", liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.
10. **Start Up**

NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.

www.williamreidltd.com

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

MEETING DATE: January 4th, 2022 & JANUARY 17, 2022

AGENDA ITEM: New Business

ITEM TITLE: Installation of (3) water tower mixers

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The water utility requests authorization to purchase and install (3) new Kasco Mixers in Water Towers #1-W188N11600 Maple Rd., #2-N101W15201 Starlite Dr. and #3-N112W13575 Mequon Rd.

These three water towers do not have any mixing capabilities. Water in a tower will benefit by eliminating temperature stratification in summer months and ice cap freeze ups in winter. Competitive bidding was not look at due to this product is vendor repped and is the installation repair firm.

- **William Reid, PO Box 397, Germantown WI 53022 \$59,155.00**
-

ATTACHMENT: ORDINANCE_____RESOLUTION_____ OTHER ___X___

RECOMMENDATION:

Staff recommends spending authority not to exceed \$59,155.00 for the purchase and installation of (3) Kasco water tower mixers.
funds will come from account #50-180-183-3420

COMMITTEE ACTION:

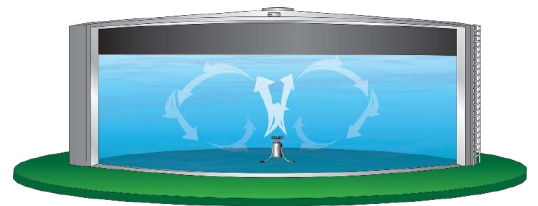
Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

CertiSafe™ Mixers



BENEFITS OF A POWERFUL, ACTIVE MIXER

- Improves water quality
- Eliminates ice formation
- Minimizes residual loss
- Reduces thermal and chemical stratification
- Reduces differences in water taste and odor
- Reduces nitrification risk in chloraminated water
- Lowers the rate of disinfection by-product (DBP)
- Lowers the rate of sediment accumulation

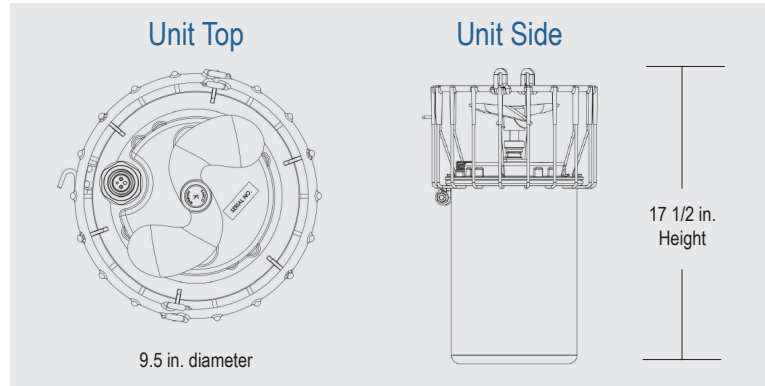


UNIT SPECIFICATIONS

Sizes Available	1/2HP, 3/4HP, 1HP and 2HP		
Electrical Requirements	120V, single phase, 60Hz (1/2HP, 3/4HP and 1 HP) 208-240V, single phase, 60Hz (3/4HP, 1HP and 2HP)		
Lubrication	Food-grade mineral oil		
Cord Lengths	Stub (32 in.), 50 ft., 100 ft., 200 ft.		
Amps	1/2HP, 120V - 5.7 3/4HP, 120V - 7	3/4HP 208-240V - 3.5 1HP 120V - 9.1	1HP 208-240V - 4.5 2HP 208-240V - 9
Warranty	3 years (applies to mixer, mount & control panel) Optional extended warranty available		

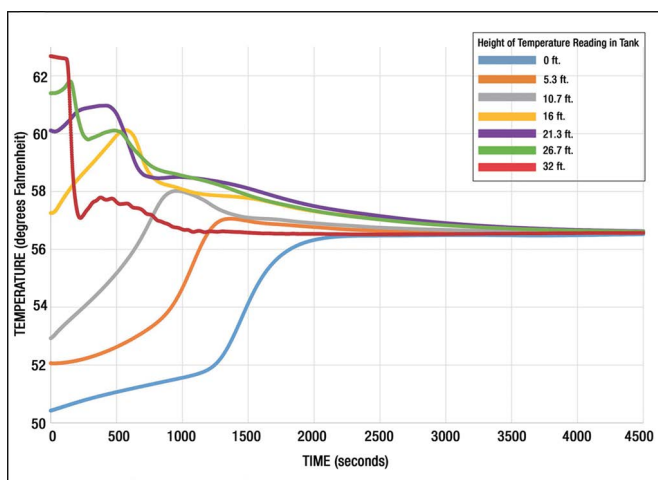
UNIT DIMENSIONS

1/2, 3/4, 1 and 2HP

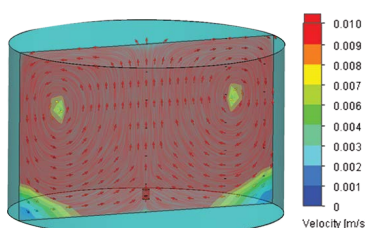
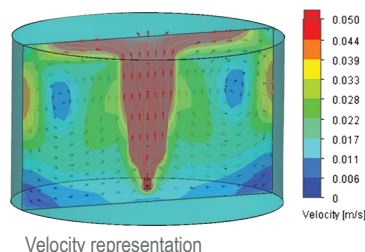


MIXING CAPABILITIES

Computational fluid dynamics (CFD) and test results using a 3400C61 CertiSafe™ mixer to mix a .5 million gallon tank.



Results from thermal testing shows all layers of the tank converged within 40 minutes



CFD indicating tank can be thoroughly mixed over time

MOUNTING

Install Kasco CertiSafe™ mixers in elevated and ground storage tanks with the available floor mount, pipe mount and suspended mounting options.



CONTROL & MONITORING

UL LISTED CS-100 (120Volt) and CS-200 (230Volt) control panels are designed for easy installation and operation. Both include an H-O-A operator switch, LED indicator lights, SCADA I/O for remote control and monitoring, and automatic shut off feature if tank level drops below operating level.



Kasco®

Moving Water Forward, Since 1968

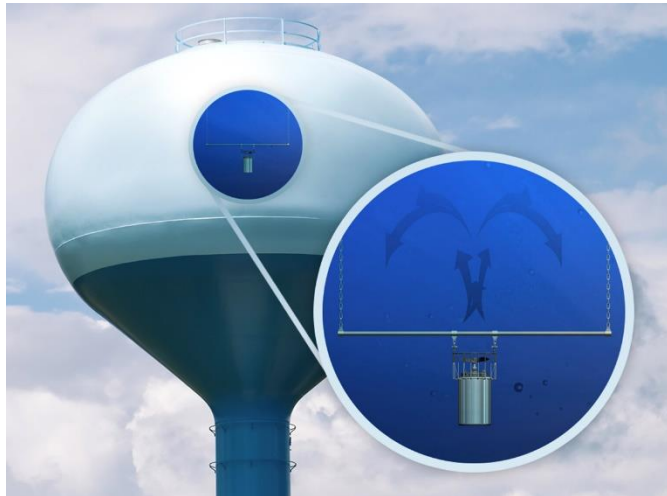
kascomarine.com

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800 Deere Rd. Prescott, WI 54021 • 715-262-4488 • sales@kascomarine.com • www.kascomarine.com

CertiSafe Tank Mixer Series C61

Models 2400, 3400, 4400 and 8400



BENEFITS OF A POWERFUL ACTIVE MIXER

- Reduces thermal & chemical stratification
- Minimizes residual loss
- Reduces differences in water taste/odor
- Reduces nitrification risk in chloraminated water
- Lowers rate of disinfection by-product (DBP)
- Prevents ice damage and corrosion inside tanks
- Lowers the rate of sediment accumulation

Power Cord

- SJTOW or SJTOOW UL, CSA and NEC approved underwater rated cable
- 3 wire cable
- Available in 50 ft., 100 ft., or 200 ft. cable lengths
- IP68 submersible quick disconnect on 12AWG and larger cords

Features

- NSF 61 / ANSI 372 certified
- ETL Listed to UL and CSA standards
- Shippable by FedEx
- Operates to a depth of 50ft
- 3 year warranty on all models, mounts and control panels
- Optional 5 year warranty

Control Panel Options

- UL listed for US and Canada
- UL type 3R/4X weatherproof enclosure
- SCADA I/O for motor control and monitor
- For more detail, reference the CS-100 and CS-200 specification sheet

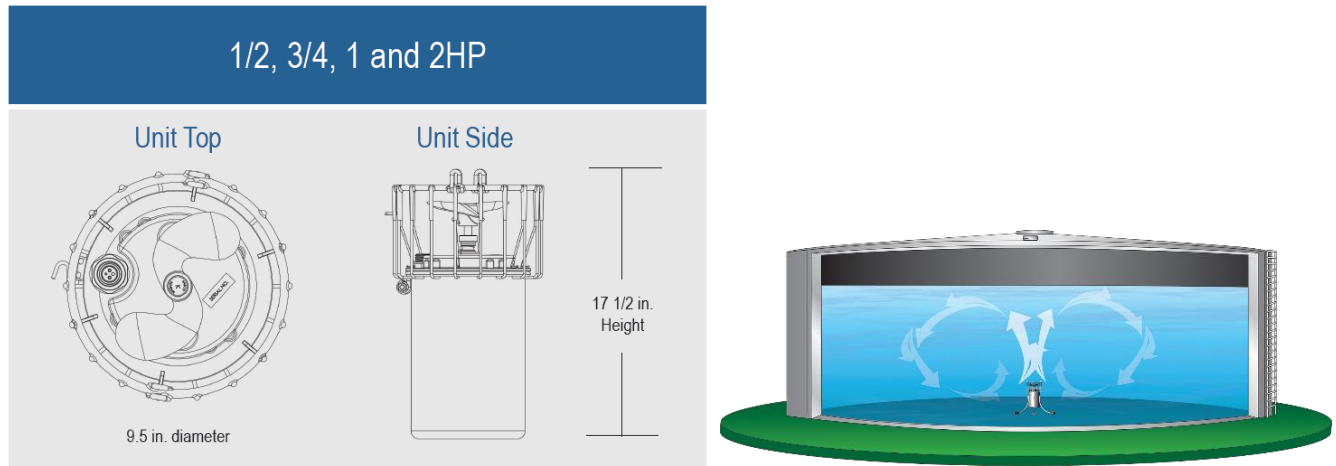
Motor Unit

- Available in 120V and 240V, 60Hz, single phase, 1750 RPM
- Two long life bearings
- Thermal overload protection
- Two, fully unitized carbon ceramic mechanical seals
- 300 series austenitic stainless steel housing with domed stainless-steel motor top, and protective coated cage / prop guard

Mounting Options

- Floor, pipe and suspended mount options developed for elevated and ground potable water applications
- For more detail, reference the mount specification sheet

UNIT DIMENSIONS



KASCO CERTISAFE MIXER SPECIFICATIONS

TANK SIZE	SUPPLY VOLTAGE/ PHASE/Hz	HP	MIXER MODEL	CON- TROL CENTER	CABLE LENGTH (FT.)	CABLE GAUGE	MOUNTING	AMPS	LOCK ROTOR AMPS	THRUST (LBS.)	PART NUMBER	SHIPPING WEIGHT
Up to .5MG	120/1/60	1/2	2400	Optional	50	16	Optional	5.7	12	29	2400C61050	41
			Municipal Series		100	14					2400C61100	47
					200	12					2400C61200	69
Up to 2MG	240/1/60	3/4	3400	Optional	50	16	Optional	3.5	9	36	3400C61050	45
			Municipal Series		100	14					3400C61100	51
					200	12					3400C61200	73
			3400		50	16					3400HC61050	44
			Municipal Series		100	14					3400C61100	51
					200	12					3400C61200	72
Up to 4MG	120/1/60	1	4400	Optional	50	16	Optional	9.1	40	41	4400C61050	45
			Municipal Series		100	14					4400C61100	51
					200	12					4400C61200	73
	208-240 1/60	1	4400	Optional	50	16	Optional	4.5	20	41	4400HC61050	44
			Municipal Series		100	14					4400HC61100	51
					200	12					4400HC61200	72
Over 4MG	208-240 1/60	2	8400	Optional	50	16	Optional	9	40	56	8400C61050	61
			Municipal Series		100	14					8400C61100	74
					200	12					8400C61200	88

CS-150 Kasco CertiSafe™ Control Panel

For 2400C61, 3400C61 & 4400C61 Mixers



OVERVIEW

The model CS-150 is a 120Vac, 60hz, single phase UL listed control panel engineered to operate Kasco C61 CertiSafe™ tank mixers. Designed for easy installation and operation with included GFCI circuit breaker, H-O-A control switch, indicator LEDs, Low water inhibit, and SCADA I/O for remote operation and monitoring.

INCLUDED

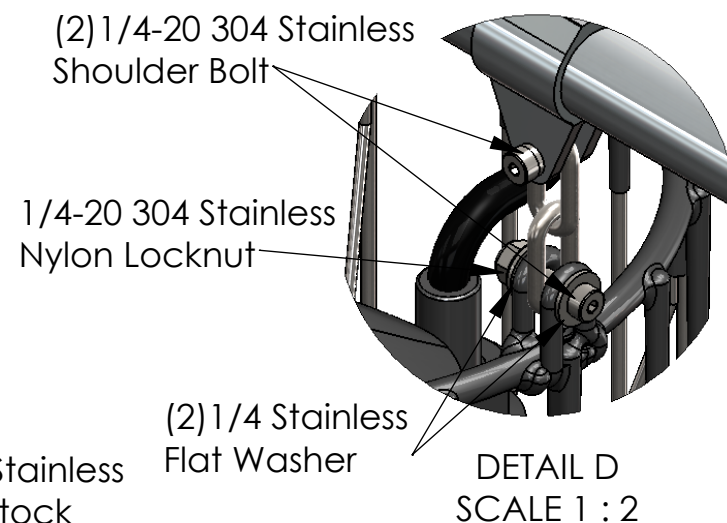
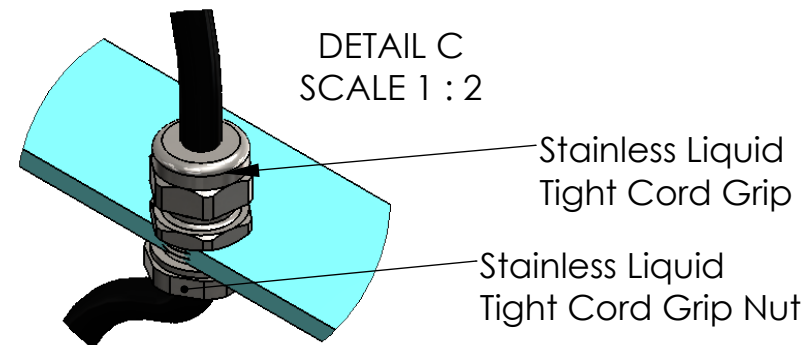
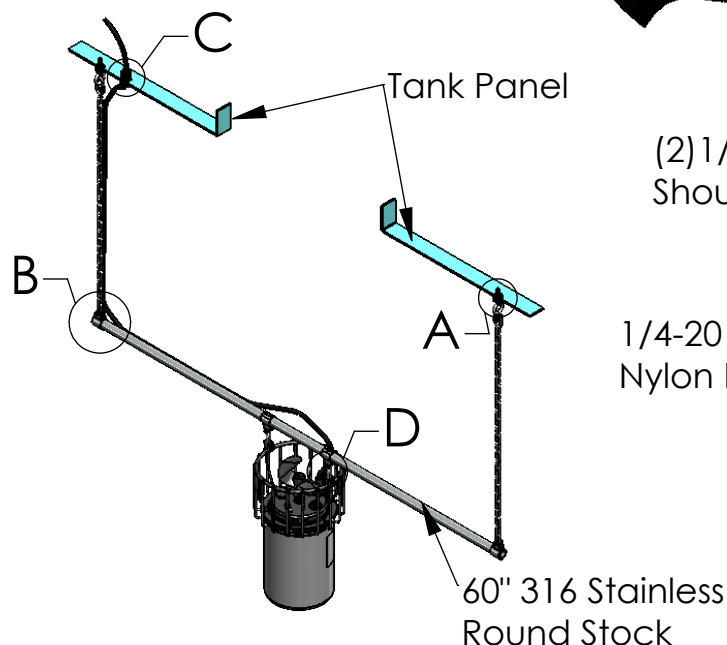
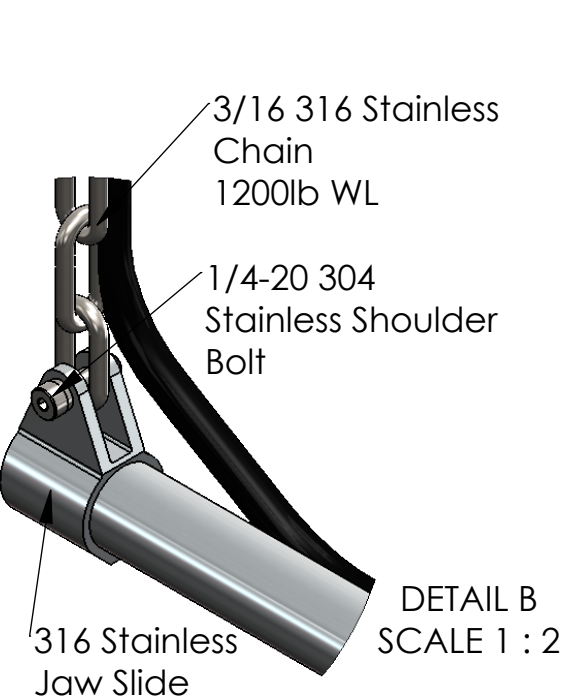
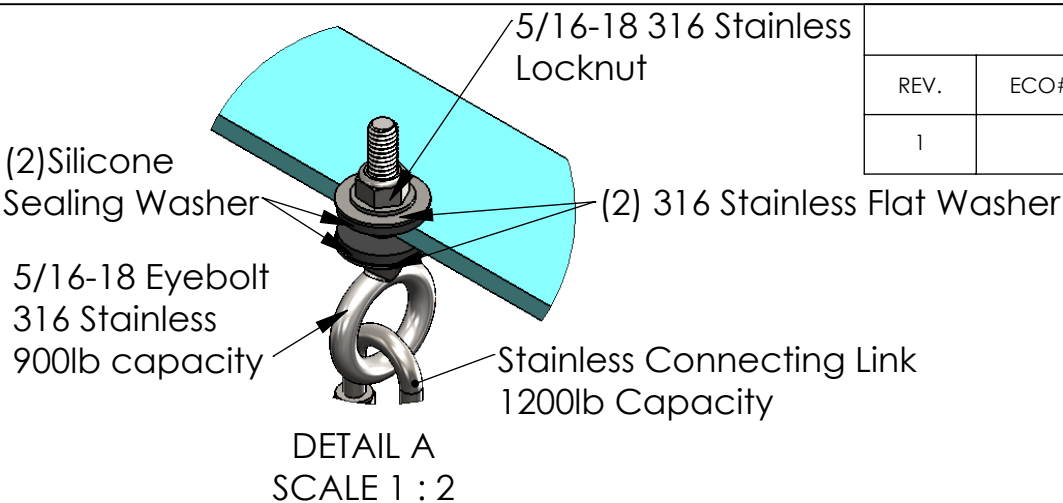
- 20amp, single pole, GFCI 6ma trip circuit breaker
- Motor contactor: 1hp, 120Vac motor load rated
- Green LED running pilot light
- Red LED Fault pilot light
- H-O-A switch (Hand-Off-Auto)
 - Hand mode operates the mixer continuously (local control)
 - Auto mode operates the mixer from remote SCADA input
- Interface for remote SCADA mixer start/stop control signal (H-O-A Auto mode)
- Low water inhibit: Inhibit mixer operation if tank level drops below operating level
- Low water inhibit sensor adjustment tool
- 4-20ma motor current output (to SCADA) for monitoring motor status and fault condition
- Dry contacts (to SCADA) for: H-O-A in Hand, H-O-A in Auto, Mixer Running, & Mixer Fault
- Auxiliary interlock input for local low tank level inhibit
- UL508A listed control panel for US and Canada
- UL type rated 4X/3R nonmetallic enclosure with pad lockable latch, and integral mounting feet.
- Detailed wiring schematic with field terminal identification.

OPTIONAL

- 316 Stainless steel enclosure (non-stocked, built per order)

REQUIRED

- 20amp feed breaker required and disconnect switch if required (supplied by others)
- Auxiliary interlock input: if utilized, the terminal jumper is replaced with a dry contact relay closure
- Remote SCADA start/stop input requires a dry contact relay closure



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THIRD ANGLE PROJECTION



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DIMENSIONS ARE IN INCHES.
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.XXX ± .005 [.127] ANGULAR ± 0.5°

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THE PRIOR WRITTEN CONSENT OF
KASCO MARINE, INCORPORATED

MATERIAL:

FINISH:

TITLE:

SM-100

DWG. NO.

REV.

ECO#

DESCRIPTION

DR'N BY

DATE

DES ENG

CH'K BY

1

Certsafe Suspension Mount

TED

12/5/17

TED

Kasco
Marine, Inc.

800 DEERE ROAD
PRESCOTT, WI 54021-1241

SCALE: 1:20

SHEET 1 OF 1

**WILLIAM/REID***A Division of Gasvoda & Associates, Inc.*

Quotation

Date: Dec. 28, 2021**Quotation valid until:** March 28 2022**Prepared by:** Richard Pierce**Quotation Number:** 051821 RLP**Project Reference:** 21RLP050**Prepared for:**

Paul Haugen
Superintendent of Water Utility
Village of Germantown

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

Quantity	Description	Total Cost
1	Kasco Mixer/Panel Install and Start up Electric all 3 towers, Budget for 2022. If work is done in one week, there will be a \$2500 Discount	28,685.00
Total Price		\$28,685.00

TERMS: Net 30 days.**FREIGHT:** F.O.B. Shipping Point, with Freight Prepaid and Added to the Invoice.**START-UP:** 1 day(s) of start up services are included. Any additional will be billed at our standard rate.**TAXES:** ALL applicable taxes must be added. If exempt, please provide an exemption certificate with order.**SUBMITTALS:** N/A weeks after receipt of order.**DELIVERY:** weeks after approval and authorization to proceed.**DURATION:** After 30 days, we reserve the right to review, amend, or withdrawal this proposal.*Respectfully submitted,*

Richard Pierce
414-267-7259

Orders should be submitted to: sales@williamreidltd.comwww.williamreidltd.com



WILLIAM/REID

A Division of Gasvoda & Associates, Inc.

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

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BILL TO:

SHIP TO:

E-MAIL ADDRESS FOR INVOICES:

TAGGING:

PO #:

ORDER CONTACT:

SITE CONTACT:

PHONE:

SITE PHONE:

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

ACCEPTED:

Authorized Signature

PRINT NAME:

TITLE:

DATE:

SPECIAL INSTRUCTIONS:

www.williamreidltd.com



WILLIAM/REID

A Division of Gasvoda & Associates, Inc.

WILLIAM/REID LTD TERMS AND CONDITIONS OF SALE

TERMS

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Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1-1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.
2. Warranty

Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications.

Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer.
3. Liability of Seller

Seller is not liable in any event hereunder for any consequential, incidental, or liquidated damages or penalties.
4. Claim Period

Buyer shall immediately inspect said equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within 10 days after Buyer's receipt of said equipment.
5. Cancellation

Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder.
6. Taxes

Sale may be subject to state sales tax depending on the state. Gasvoda & Associates requires proof of exemption for all nontaxable sales. Regardless of exemption status, Gasvoda & Associates proposal does not include any sales tax. Payment of any sales tax remains the responsibility of the purchaser.
7. Storage

If at such time, within or after the estimated shipment period specified on the face hereof, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 1% of the balance due hereunder.
8. Drawings, Illustrations and Manuals

Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.
9. Insurance

We have made no allowances for special insurance requirements including but not limited to "Waiver of Subrogation", "Form GC2010", liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.
10. Start Up

NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.

www.williamreidltd.com

**WILLIAM/REID***A Division of Gasvoda & Associates, Inc.*

Quotation

Date: Dec. 28, 2021

Quotation valid until: March 28, 2022

Prepared for:

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

Prepared by: **Patrick Ingle**

Quotation Number: 040821 PLI

Project Reference: Tower Mixers

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

Quantity	Description	Unit Price
2	Kasco Certisafe Mixer, Mount & CS150 Controller Part# 24C61100SM-CS1 120v 1/21HP	9,990.00
1	Kasco Certisafe Mixer, Mount & CS150 Controller Part# 34C61100SM-CS1 120v 3/4HP	10,490.00
1	Freight to Jobsite	0.00
	Submittal Attached	
	The 2400 series for the 0.5MG Tanks are identical to what is being provided for the new	
	Start-up will be included in the installation quote.	
Total Price		\$30,470.00

TERMS: Net 30 days.**FREIGHT:** F.O.B. Shipping Point, with Freight Allowed to the Jobsite.**START-UP:** NO day(s) of start up services are included. Any additional will be billed at our standard rate.**TAXES:** ALL applicable taxes must be added. If exempt, please provide an exemption certificate with order.**SUBMITTALS:** 1 to 2 weeks after receipt of order.**DELIVERY:** 2 to 3 weeks after approval and authorization to proceed.**DURATION:** After 30 days, we reserve the right to review, amend, or withdrawal this proposal.*Respectfully submitted,*

Patrick Ingle
262-420-7500

Orders should be submitted to: sales@williamreidltd.comwww.williamreidltd.com

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Patrick Ingle
262-420-7500

Orders should be submitted to: sales@williamreidltd.comwww.williamreidltd.com



WILLIAM/REID

A Division of Gasvoda & Associates, Inc.

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

AUTHORIZATION TO PROCEED :

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

BILL TO:

SHIP TO:

E-MAIL ADDRESS FOR INVOICES:

TAGGING:

PO #:

ORDER CONTACT:

SITE CONTACT:

PHONE:

SITE PHONE:

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

ACCEPTED:

Authorized Signature

PRINT NAME:

TITLE:

DATE:

SPECIAL INSTRUCTIONS:

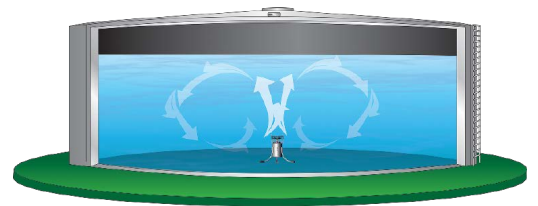
www.williamreidltd.com

CertiSafe™ Mixers



BENEFITS OF A POWERFUL, ACTIVE MIXER

- Improves water quality
- Eliminates ice formation
- Minimizes residual loss
- Reduces thermal and chemical stratification
- Reduces differences in water taste and odor
- Reduces nitrification risk in chloraminated water
- Lowers the rate of disinfection by-product (DBP)
- Lowers the rate of sediment accumulation



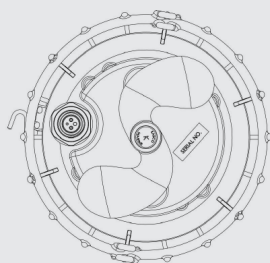
UNIT SPECIFICATIONS

Sizes Available	1/2HP, 3/4HP, 1HP and 2HP		
Electrical Requirements	120V, single phase, 60Hz (1/2HP, 3/4HP and 1 HP) 208-240V, single phase, 60Hz (3/4HP, 1HP and 2HP)		
Lubrication	Food-grade mineral oil		
Cord Lengths	Stub (32 in.), 50 ft., 100 ft., 200 ft.		
Amps	1/2HP, 120V - 5.7 3/4HP, 120V - 7	3/4HP 208-240V - 3.5 1HP 120V - 9.1	1HP 208-240V - 4.5 2HP 208-240V - 9
Warranty	3 years (applies to mixer, mount & control panel) Optional extended warranty available		

UNIT DIMENSIONS

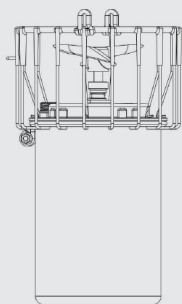
1/2, 3/4, 1 and 2HP

Unit Top



9.5 in. diameter

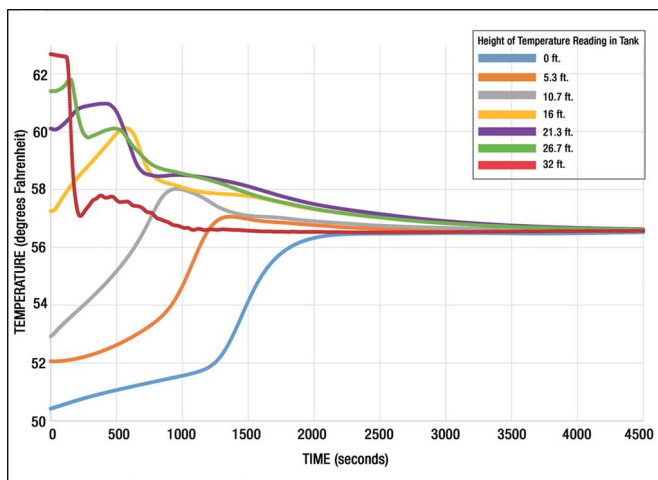
Unit Side



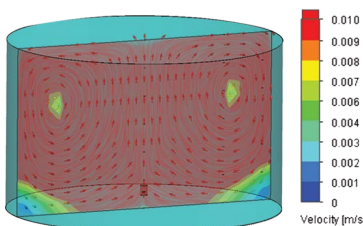
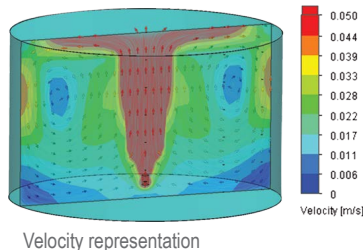
17 1/2 in.
Height

MIXING CAPABILITIES

Computational fluid dynamics (CFD) and test results using a 3400C61 CertiSafe™ mixer to mix a .5 million gallon tank.



Results from thermal testing shows all layers of the tank converged within 40 minutes



CFD indicating tank can be thoroughly mixed over time

MOUNTING

Install Kasco CertiSafe™ mixers in elevated and ground storage tanks with the available floor mount, pipe mount and suspended mounting options.



Pipe Mount

Floor Mount

CONTROL & MONITORING

UL LISTED CS-100 (120Volt) and CS-200 (230Volt) control panels are designed for easy installation and operation. Both include an H-O-A operator switch, LED indicator lights, SCADA I/O for remote control and monitoring, and automatic shut off feature if tank level drops below operating level.



Kasco®

Moving Water Forward, Since 1968

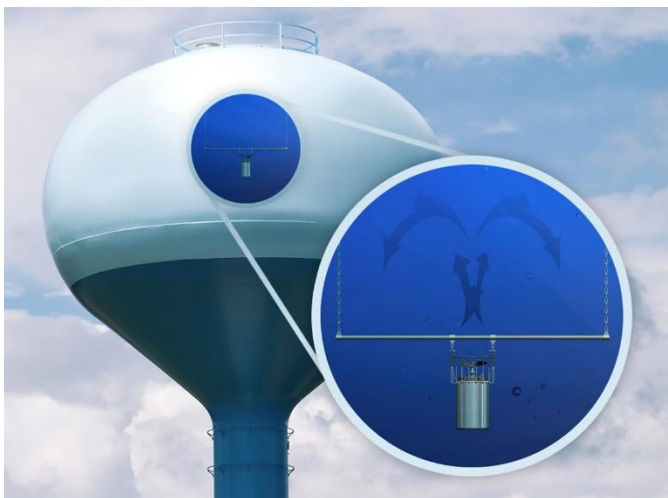
kascomarine.com

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800 Deere Rd. Prescott, WI 54021 • 715-262-4488 • sales@kascomarine.com • www.kascomarine.com

CertiSafe Tank Mixer Series C61

Models 2400, 3400, 4400 and 8400



Certified to
NSF/ANSI 61 & 372



BENEFITS OF A POWERFUL ACTIVE MIXER

- Reduces thermal & chemical stratification
- Minimizes residual loss
- Reduces differences in water taste/odor
- Reduces nitrification risk in chloraminated water
- Lowers rate of disinfection by-product (DBP)
- Prevents ice damage and corrosion inside tanks
- Lowers the rate of sediment accumulation

Power Cord

- SJTOW or SJTOOW UL, CSA and NEC approved underwater rated cable
- 3 wire cable
- Available in 50 ft., 100 ft., or 200 ft. cable lengths
- IP68 submersible quick disconnect on 12AWG and larger cords

Features

- NSF 61 / ANSI 372 certified
- ETL Listed to UL and CSA standards
- Shippable by FedEx
- Operates to a depth of 50ft
- 3 year warranty on all models, mounts and control panels
- Optional 5 year warranty

Control Panel Options

- UL listed for US and Canada
- UL type 3R/4X weatherproof enclosure
- SCADA I/O for motor control and monitor
- For more detail, reference the CS-100 and CS-200 specification sheet

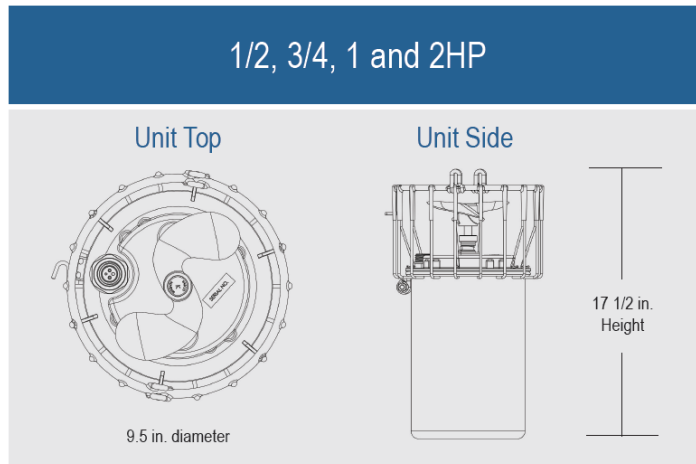
Motor Unit

- Available in 120V and 240V, 60Hz, single phase, 1750 RPM
- Two long life bearings
- Thermal overload protection
- Two, fully unitized carbon ceramic mechanical seals
- 300 series austenitic stainless steel housing with domed stainless-steel motor top, and protective coated cage / prop guard

Mounting Options

- Floor, pipe and suspended mount options developed for elevated and ground potable water applications
- For more detail, reference the mount specification sheet

UNIT DIMENSIONS



KASCO CERTISAFE MIXER SPECIFICATIONS

TANK SIZE	SUPPLY VOLTAGE/ PHASE/Hz	HP	MIXER MODEL	CON- TROL CENTER	CABLE LENGTH (FT.)	CABLE GAUGE	MOUNTING	AMPS	LOCK ROTOR AMPS	THRUST (LBS.)	PART NUMBER	SHIPPING WEIGHT
Quantity 2 Up to .5MG	120/1/60	1/2	2400	Optional	50	16	Optional	5.7	12	29	2400C61050	41
			Municipal Series		100	14					2400C61100	47
					200	12					2400C61200	69
Quantity 1 Up to 2MG	240/1/60	3/4	3400	Optional	50	16	Optional	7	18	36	3400C61050	45
			Municipal Series		100	14					3400C61100	51
					200	12					3400C61200	73
			3400		50	16					3400HC61050	44
			Municipal Series		100	14					3400C61100	51
					200	12					3400C61200	72
Up to 4MG	120/1/60	1	4400	Optional	50	16	Optional	9.1	40	41	4400C61050	45
			Municipal Series		100	14					4400C61100	51
					200	12					4400C61200	73
	208-240 1/60	1	4400	Optional	50	16	Optional	4.5	20	41	4400HC61050	44
			Municipal Series		100	14					4400HC61100	51
					200	12					4400HC61200	72
Over 4MG	208-240 1/60	2	8400	Optional	50	16	Optional	9	40	56	8400C61050	61
			Municipal Series		100	14					8400C61100	74
					200	12					8400C61200	88

CS-150 Kasco CertiSafe™ Control Panel

For 2400C61, 3400C61 & 4400C61 Mixers



OVERVIEW

The model CS-150 is a 120Vac, 60hz, single phase UL listed control panel engineered to operate Kasco C61 CertiSafe™ tank mixers. Designed for easy installation and operation with included GFCI circuit breaker, H-O-A control switch, indicator LEDs, Low water inhibit, and SCADA I/O for remote operation and monitoring.

INCLUDED

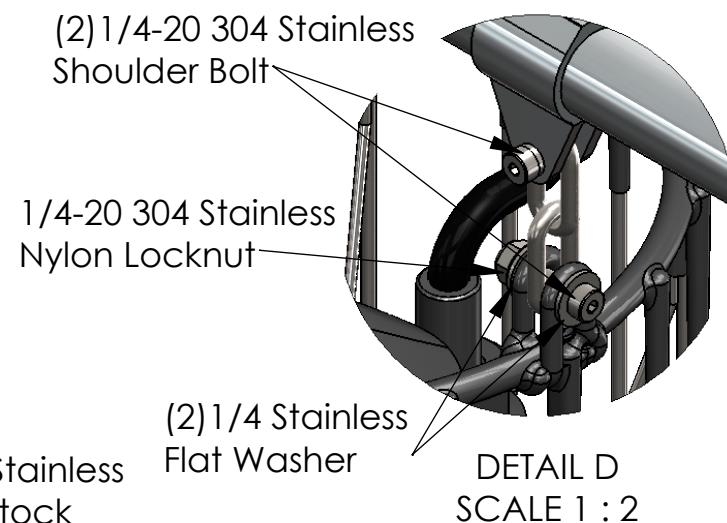
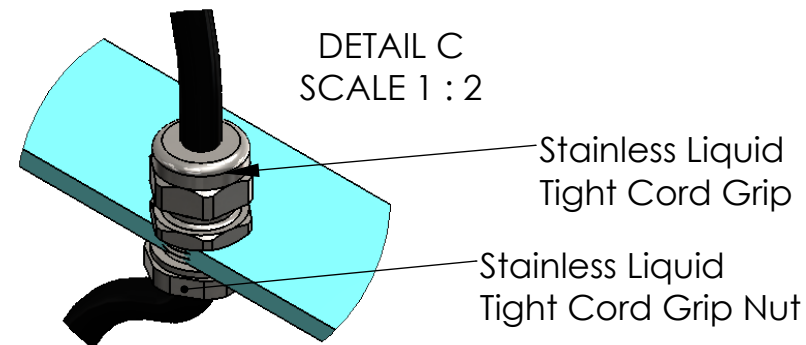
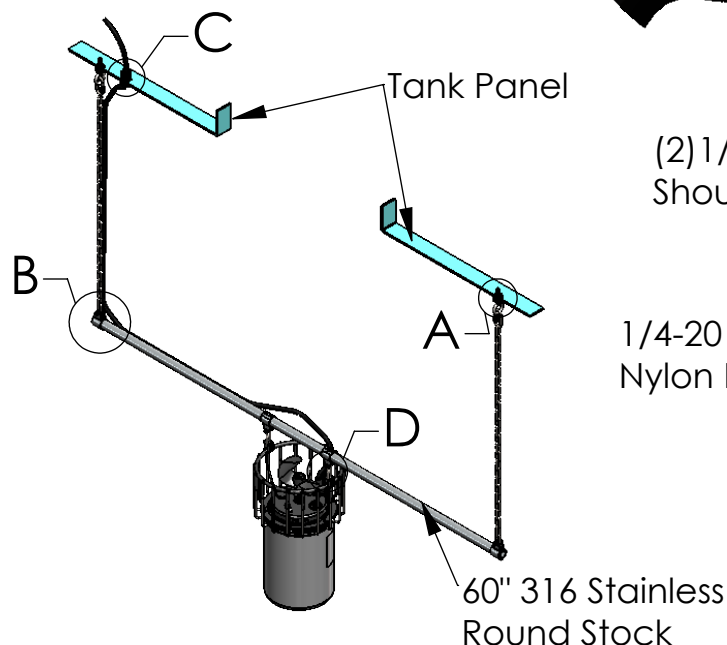
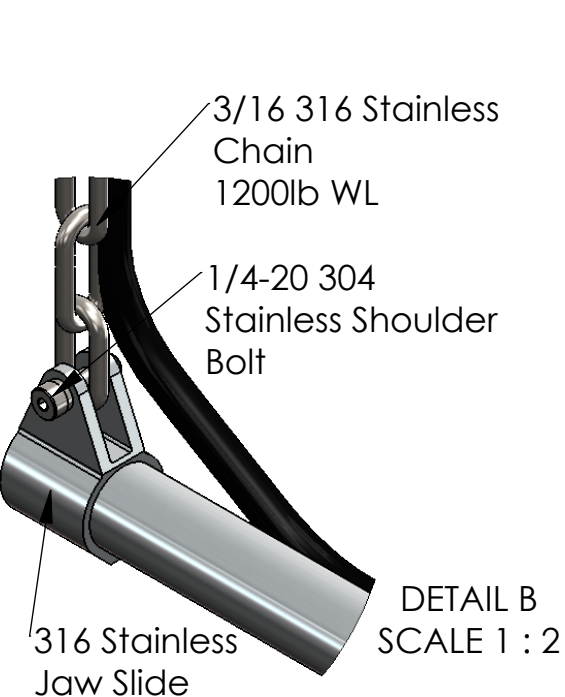
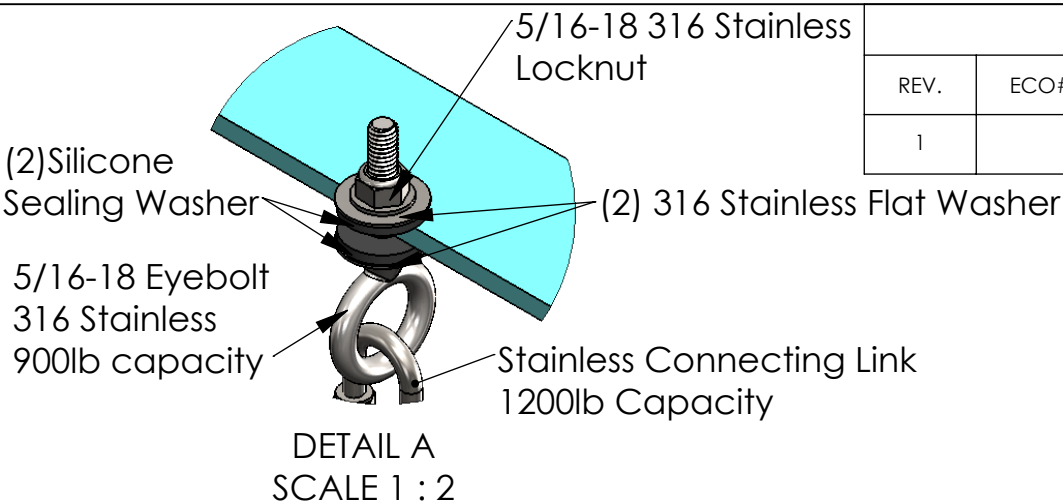
- 20amp, single pole, GFCI 6ma trip circuit breaker
- Motor contactor: 1hp, 120Vac motor load rated
- Green LED running pilot light
- Red LED Fault pilot light
- H-O-A switch (Hand-Off-Auto)
 - Hand mode operates the mixer continuously (local control)
 - Auto mode operates the mixer from remote SCADA input
- Interface for remote SCADA mixer start/stop control signal (H-O-A Auto mode)
- Low water inhibit: Inhibit mixer operation if tank level drops below operating level
- Low water inhibit sensor adjustment tool
- 4-20ma motor current output (to SCADA) for monitoring motor status and fault condition
- Dry contacts (to SCADA) for: H-O-A in Hand, H-O-A in Auto, Mixer Running, & Mixer Fault
- Auxiliary interlock input for local low tank level inhibit
- UL508A listed control panel for US and Canada
- UL type rated 4X/3R nonmetallic enclosure with pad lockable latch, and integral mounting feet.
- Detailed wiring schematic with field terminal identification.

OPTIONAL

- 316 Stainless steel enclosure (non-stocked, built per order)

REQUIRED

- 20amp feed breaker required and disconnect switch if required (supplied by others)
- Auxiliary interlock input: if utilized, the terminal jumper is replaced with a dry contact relay closure
- Remote SCADA start/stop input requires a dry contact relay closure



DO NOT SCALE DRAWING
C.A.D. GENERATED DRAWING
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THIRD ANGLE PROJECTION



UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES.
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.XXX ± .005 [.127] ANGULAR ± 0.5°

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KASCO MARINE, INCORPORATED

MATERIAL:

FINISH:

TITLE:

SM-100

DWG. NO.

REV.

ECO#

DESCRIPTION

DR'N BY

DATE

DES ENG

CH'K BY

1

Certsafe Suspension Mount

TED

12/5/17

TED

Kasco
Marine, Inc.

800 DEERE ROAD
PRESCOTT, WI 54021-1241

SCALE: 1:20

SHEET 1 OF 1



WILLIAM/REID

A Division of Gasvoda & Associates, Inc.

WILLIAM/REID LTD TERMS AND CONDITIONS OF SALE

TERMS

1. Terms of payment are 100% net due 30 days from "date of shipment & invoice" for all orders less than \$100,000.
2. Terms and conditions for orders totaling more than \$100,000.00 are based on progress payments as follow:
 - A) 10% of net order total due upon delivery of submittal data for review and approval with no retainage allowed.
 - B) 10% of remaining net order total due at time of release to production with no retainage allowed.
 - C) Entire balance of remaining net order total due within 30 business days after delivery and invoicing with no retainage allowed.

Start-up services will not be scheduled prior to receipt of full and final payment, with no exceptions.

CONDITIONS

1. General

Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1-1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.
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10. Start Up

NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.

www.williamreidltd.com

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

MEETING DATE: January 4th, 2022 & JANUARY 17, 2022

AGENDA ITEM: New Business

ITEM TITLE: Pressure wash Water Towers #1 and #2

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The village water utility requests authorization to hire Water Tower clean and Coat for pressure washing services on Water tower #1-W188N116 Maple Rd and tower #2-N101 W15201 Starlite Dr. We solicited three quotes and are as follows:

- **James Orr Coating inspection LLC-\$24,000.00**
- **Giant Maintenance and restoration Inc.-Nonresponsive**
- **Water Tower Clean and Coat, Inc. W11822 Reynold Rd. Lodi, WI
53555 \$14,400.00**

ATTACHMENT: ORDINANCE_____RESOLUTION_____ OTHER ___X___

RECOMMENDATION:

Staff recommends spending authority to hire Water Tower Clean and Coat in the amount not to exceed \$14,400.00 from account # 50-741-530-6610

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.

Water Tower Clean and Coat, Inc.

W11822 Reynold Rd.

Lodi, WI 53555

Phone: 608-234-8932

Fax: 608-592-7574

Prepared by: Sam Paque



Customer

Paul Haugen

Village of Germantown

262-253-8254

phaugen@village.germantown.wi.us

DESCRIPTION	Quantity	AMOUNT
Exterior Cleaning of the 500k gallon sphere water tower to include: STEP 1. Pre-rinse application of 200 ppm Chlorox bleach mixed with 4 oz. per gallon of Dawn dish soap sprayed over the surface of the tank several minutes prior to cleaning in order to loosen the mildew and dirt. STEP 2. Pressure washing of the pre-rinsed area of the tank using a maximum of 2200 psi water distributed through a turbo nozzle in order to NOT scarify the coating, but remove all of the debris from the surface. STEP 3. Post wash rinse to consist of mildew inhibitor consisting of 200 ppm quaternary ammonium and water applied over the cleaned area.	2	7,200.00
Subtotal		\$14,400.00
TERMS AND CONDITIONS 1. Customer will be billed after work is completed. 2. Please fax, email or mail the signed quote to the address above		
Customer Acceptance (sign below):		
TOTAL Due		\$14,400.00

x _____

Print Name:

Sam Paque, 608-234-8932, sam@watertowermixingsystems.com

Thank You For Your Business!



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

MEETING DATE: January 4th, 2022 & JANUARY 17, 2022

AGENDA ITEM: New Business

ITEM TITLE: 2022 Replacement of a one ton with dump box

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The village water utility requests authorization to replace our 20-year-old one ton with dump box and purchase a new one ton and dump box. With the delays in supply chains along with a very narrow window from the State bidder we are told a window will be open sometime in May. Because of this narrow window we are asking permission to spend up to our budgeted amount of \$71,000.00. We are hopeful but cautious of any potential price hikes, if that were the case, I would inform the Committee.

The current unit will be sold on auction when we take receipt of the new one.

ATTACHMENT: ORDINANCE_____RESOLUTION_____ OTHER ___X___

RECOMMENDATION:

Staff recommends spending authority not to exceed \$71,000.00 to purchase ancillary equipment and replacement of a one-ton truck with dump box from the state bid, funds will come from account # 50-180-185-3920. If the cost exceeds this amount, I will inform the board.

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 COMMITTEE
AND VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: January 4th, 2022 & JANUARY 17, 2022

AGENDA ITEM: New Business

ITEM TITLE: Aerial Lift Truck Purchase

SUBMITTED BY: Scott Anderson: Highway, Parks, Building & Grounds Superintendent

SUMMARY EXPLANATION:

Funds were allocated in the amount of \$180,000.00 as part of the Highway Department budget for a purchase of an Versa-lift aerial lift truck, VST-401. The village has become reliant on having an aerial lift truck as part of the Highway Department fleet. This piece of equipment is used almost daily to complete various tasks including but not limited to: traffic signal and street lighting maintenance, sign installation and replacement and forestry related tasks. Staff has solicited pricing from three different vendors and the results are listed below.

Utility Sales and Service: \$177,469.00

ABM Equipment: \$186,351.00

Drake-Scruggs Equipment: \$192,849.00

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER X

RECOMMENDATION:

Staff recommends purchasing a Versa-lift VST-401 from Utility Sales and Service in an amount not to exceed: \$177,469.00. If approved, funds shall be allocated from the Highway capital account: 40-542-570-8520.

COMMITTEE ACTION:

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

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

MEETING DATE: January 4, 2022 & January 17, 2022

AGENDA ITEM: New Business

ITEM TITLE: Consideration of Invoice for Washington County-
Intersection of Freistadt Rd & Goldendale Rd

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

SUMMARY EXPLANATION:

The Village of Germantown, as part of the Jurisdictional Transfer of Goldendale Rd Agreement, agreed to a maximum cost share of \$100,000.00 towards the reconstruction of the Intersection of Freistadt Rd and Goldendale Rd. The intersection has been completed and Washington County has forwarded an invoice to the Village of Germantown for \$100,000.00. The total project cost is \$313,332.29

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _____

RECOMMENDATION:

Staff recommends the Public Works and Highway Committee approve the Payment of the Invoice to Washington County in the amount of \$100,000.00 and forward with a positive recommendation to the Village Board for their 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.

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

MEETING DATE: January 4, 2022 & January 17, 2022

AGENDA ITEM: New Business

ITEM TITLE: Development Agreement for Goldendale Road Germanton, LLC
(aka; Murphy Pet Foods)

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

SUMMARY EXPLANATION:

Staff is presenting the Developers Agreement for the proposed Goldendale Road Germantown, LLC (Murphy Pet Foods) for approval by the Public Works and Highway Committee. The Development consists of one (1) building and would be located at the northwest corner of Holy Hill Road and Goldendale Road. The public improvements addressed in the DA are the extension of water main. The water main is located on site and the alignment encircles the proposed building. The water main will be in a 20-foot easement. The private sanitary sewer lateral will terminate into an existing sanitary manhole located in Gateway Court. In addition, the DA addresses the standard fees, impact fees and the amount of the Letter of Credit.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

- Development Agreement

RECOMMENDATION:

Staff is recommending the Public Works and Highway Committee approve the Development Agreement for the Goldendale Road Germantown, LLC and forward with a positive recommendation for approval to the Village Board.

COMMITTEE ACTION:

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

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 02-2022

GOLDENDALE ROAD GERMANTOWN LLC AGREEMENT

WHEREAS, it is known that the Village of Germantown requires Development Agreements; and,

WHEREAS, the attached Goldendale Road Germantown LLC Agreement was discussed recommended at the January 4, 2022, Public Works Committee Meeting; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the attached Goldendale Road Germantown LLC Agreement.

Introduced by: _____

Adopted: January 17, 2022, _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC
Village Clerk / Treasurer

**GOLDENDALE ROAD GERMANTOWN, LLC
DEVELOPMENT AGREEMENT**

THIS AGREEMENT is entered into by and between the Village of Germantown, a Municipal Corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village", and Goldendale Road Germantown, LLC, hereinafter referred to as "Developer".

WHEREAS, the Developer owns Lot # 2 (14.186 acres) of Certified Survey Map No. 6897, being a redivision of Lot 1 of Certified Survey Map No. 5959 in the Northeast ¼ of the Southeast ¼ and the Southeast ¼ of the Southeast ¼ of Section 7, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, as identified in the attached Exhibit "C" in the Village of Germantown, Washington County, Wisconsin (the "Property"); and

WHEREAS, Developer has submitted a site plan for one (1) building on the parcel having 172,488sq. ft; with the possibility of a 26,000 sq. ft. expansion, the building will be a Pet Food manufacturing facility with associated office space (the "Development"); and

WHEREAS, the Village may require that Developer make and install any public improvements reasonably necessary within a reasonable time; and further that the acceptance of dedication of these improvements may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, it will be necessary that Developer construct and install water distribution facility in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted; and

WHEREAS, the Developer has proposed one (1) entrance on Gateway Court; and

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

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

ARTICLE I - REQUIRED IMPROVEMENTS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements required by Sec.18.08 of the Municipal Code in accordance with the applicable provisions of that section and as directed by the Village Engineer or Village Board and consistent with the plans and specifications described in the

attached Exhibit D which have been approved by the Village ("Approved Plans"). It is the intent of this Agreement that all public improvements shall be installed by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

1.02 WATER SUPPLY FACILITIES. Developer has designed and submitted and the Village Engineer has approved the Approved plans for all water supply facilities, including; 248 lf of 10 inch; 749 lf of 8 inch and 775 lf of 6 inch water main together with necessary valves, 4 fire hydrants and necessary water lateral to service the proposed building and authorization for construction has been given, in accordance with Sec. 18.08(8) of the Municipal Code. All such documents have been prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. All water utility improvements that are to be transferred to the Village Water Utility Department shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

The pre-construction meeting was held prior to start of construction.

1.03 SANITARY SEWERAGE SYSTEMS. Developer shall install a sample manhole in line with the sanitary lateral. The sanitary lateral shall connect directly to an existing sanitary manhole located in gateway Court. The sampling manhole is to be private and the lateral to the building is private. Developer has designed and submitted, and the Village Engineer has approved all proposed plans, specifications and contract documents for all sanitary sewerage systems facilities and authorization for construction has been given, in accordance with Sec.18.08(8) of the Municipal Code. All such documents have been prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. All sanitary sewerage system improvements that are to be transferred to the Village Waste Water Utility shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

1.04 OTHER UTILITIES. All such services shall be located underground in accordance with applicable codes.

1.05 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may require or direct pursuant to Sec.17.43 of the Municipal Code, and, in addition, has undertaken the following measures to insure sediment control:

- (1) Submitted an Erosion Control Plan which the Village Engineer has approved.

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

1.06 STORM WATER DRAINAGE FACILITIES. Developer has submitted plans showing stormwater drainage from the Development discharging into two (2) existing storm drainage Ponds located on adjacent land to the north which is located on Lot # 2 of CSM #6913 and adjacent land to the southwest located on Lot #1 of CSM #6897. Developer has submitted and the Village Engineer has reviewed and approved storm water volumes to verify the proposed Ponds will be adequate to accommodate expected surface water flow within and through the Development. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Milwaukee Metropolitan Sewerage District Ch. 13 Rule, Ch. 27 and Sec. 18.08(10) of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 7.0 "Storm Water Management Requirements" and

Sec. 4.0 “Storm Water Conveyance System Requirements” and the Stormwater Management Plan for the Development as approved by the Village Engineer (the “SWMP”). All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Developer shall install all storm water management facilities as shown on the SWMP. Developer shall, to the Village’s satisfaction, enter into appropriate agreements with the owner of the two adjoining parcels that allow for storm water from the Development to access the Ponds and that addresses responsibility for the perpetual maintenance of all storm water drainage and detention and retention facilities consistent with the SWMP and applicable Village ordinance.

1.07 LANDSCAPING. Developer shall complete and continually maintain all landscaping as accepted by the Village in the site plan approval granted September 13, 2021.

1.08 STREET SIGNS AND MARKINGS. Developer shall install all required street signs and markings at Developers expense. (None are required.)

1.09 SIDEWALKS AND PATHWAYS. No sidewalks or pathways located in Public ROW on this Development.

ARTICLE II - CONSTRUCTION

2.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements and provide all plans, specifications and other documents in accordance with Sec.18.09 of the Municipal Code or as required by the Village Engineer pursuant to Sec.18.09. Developer understands and acknowledges that the Municipal Code may be and is subject to revision from time to time, and that such revisions may impose altered or additional obligations on individual and entities creating subdivisions and other developments in the Village, including Developer. Developer hereby agrees that with respect to any such revision which shall be approved by the Village prior to issuance of permits for all public improvements provided for herein, or as mutually agreed upon between Developer and the Village after the commencement of work, Developer shall incorporate any such revision into Developer’s plans, specifications and work.

Developer shall provide a schedule of construction setting forth approximate dates of commencement and completion of each phase of the water supply and sanitary sewerage system construction. Developer agrees that no work shall be scheduled for the water supply and sanitary sewerage system improvements without the Village Engineers written approval of the starting date and schedule.

The pre-construction meeting was held between Developer, the Contractors and the Village prior to construction commencing.

2.02 BUILDING AND OCCUPANCY PERMITS. No temporary occupancy permits shall be issued until the sanitary sewer, sampling manhole, water main, storm sewer improvements and landscaping are installed consistent with Approved Plans, inspected by the Village Utilities/Building Inspection and approved by the Village Engineer or Director of Public Works, all record drawings are filed with the Village and approved by the Village Engineer in accordance with 2.05 below. All public improvements required by the Agreement shall be installed and accepted by the Public Works Committee prior to issuance of any final occupancy permits.

2.03 REQUIRED PLANS. Developer has submitted to the Village Engineer has approved all of the plans, profiles and specifications required by Sec.18.09 (3) of the Municipal Code. Required plans for improvements include the following:

- (1) Master site grading
- (2) Site Plan
- (3) Water main record-drawings
- (4) Erosion and sedimentation controls
- (5) Water main extensions
- (6) Sanitary Sampling Manhole
- (7) Sanitary Sampling Manhole Record Drawings
- (8) Sanitary Sewer Extensions
- (9) Sanitary Sewer Record Drawings
- (10) Landscaping

In addition, Developer has submitted and the Village Engineer has approved all specifications and authorized construction. [.]

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

2.05 RECORD-DRAWING DOCUMENTS. Developer shall, not later than sixty (60) days following Final Acceptance of the public improvements, provide the Village with draft record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, Copy Tough media. Drawings shall include both Plan & Profile view. Record drawings shall include all public and private utilities including water main, sanitary sewer, storm sewer, pond outlet structure(s), emergency overflow area, sign plan and street lighting. GPS location of all pertinent items such as but not limited to pipe fittings, valves, hydrants, laterals, manholes, inlets, outfalls, street lighting (public) and traffic signs. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all public and private improvements. All record-drawing

measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of applicable Village Code. In the event that it should become necessary to mark Village-owned utilities through Digger's Hotline prior to the as-built record drawings for the same being provided to the Village, Developer shall be responsible for the marking.

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the public improvements will not be accepted by the Village until (i) all outstanding charges to be paid by Developer relating to the first phase of the Development under the Ordinances have been paid in full, (ii) copies of affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it First American Title Insurance Company, Inc. ("First Am") that no liens or other encumbrances (except those approved in writing by the Village) encumber the public improvements. Any water main installation shall not be accepted until a bacteriologically safe sample and satisfactory pressure test results are obtained. Developer or its Contractor will flush the main and obtain the samples required for this testing under the supervision of the Village Inspector. Any sanitary sewer installation shall not be accepted until satisfactory pressure and vacuum test results are obtained. Upon completion of the sanitary sewer, water main and service laterals and acceptance of the systems by the Village Public Works Committee, ownership and control shall be turned over without reservation to the Village.

Developer shall request in writing to the Village Engineer, acceptance of the public improvements. The Village Engineer will order an inspection of the public improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer within two days of such inspection for completion prior to acceptance. Upon completion of corrective action, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee. Upon satisfaction of the conditions set forth in this Agreement, and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). Completion of the public improvements shall commence running of the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

ARTICLE IV - PAYMENT OF FEES

4.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the Village. Nothing in this provision, or in the remaining provisions of this article, shall be construed as exempting

Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village of Germantown.

4.02 IMPACT FEES. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer tax impact fees/Residential Unit that have been determined in accordance with Sec. 3.14 of the Municipal Code. These fees include:

- | | |
|-----------------------------------|---------------------------------|
| (1) Water: | \$ 832.00/REC |
| (2) Fire Protection: | \$ 0.63549/\$1000 Building Cost |
| (3) Police Protection Facilities: | \$ 0.2809/\$1000 Building Cost |
| (4) Sanitary Sewer Connection: | \$ 4,469/REC |

REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. The REC Fees change annually with the current year REC Fee to be used at time of Building Permit issuance. These fees are payable at the time of Building Permit issuance.

4.03 IMPROVEMENT REVIEW FEE. Developer shall pay a fee based on the cost of required development improvements for all phases of the Development to cover the cost of the Village for checking and reviewing plan and specification documents. Such improvement review fee shall be as provided by Sec.18.10(3) of the Municipal Code. The fee shall be calculated as follows:

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

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

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

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

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

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer has been authorized three (3) sewer connection for this Development, subject to the provisions of Sec. 5.02 of this Agreement.

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

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate government agencies relative to the wetlands and floodplain areas which may be on the Property. Except as otherwise expressly approved by the Village, approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as required on approved plans, will not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high-water mark of a navigable waterway or 25 feet from a wetland. If the Zoning Administrator suspects the presence of wetlands or navigable stream upon site inspection, an updated delineation will be required. Final delineation of wetlands and navigable streams shall be confirmed by the Southeastern Wisconsin Regional Planning Commission.

5.04 PHASES. Developer has represented that it will construct the public improvements for this Development in one phase. All public improvement work associated with the Development shall be completed within one year following the date of issuance of permits for such work by the Village.

5.05 ROADWAY MAINTENANCE. The development is comprised of internal private roadways. Developer shall be responsible for all damage to Gateway Court which was caused by vehicles and equipment entering and leaving the Development during construction.

5.06 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that the Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the subject site.

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer shall deposit with the Village a financial guarantee (the "Financial Guarantee", which may be in the form of either a Letter of Credit or a Performance Bond at the option of the Developer), which shall assure the faithful performance of Developer's obligations under this Agreement as itemized in Exhibit C attached hereto and incorporated herein by reference. The Village may in its sole discretion following Developer's request and acceptance by the Village Public Works & Highway Committee of some but not all of the improvements constructed as part of this Agreement, reduce the deposit or letter of credit to the amount estimated by the Village Engineer (in a manner consistent with the Ordinances) to be necessary to secure performance by Developer hereunder. In no event shall the amount of the guaranty be reduced below the aggregate total estimated cost of the improvements not yet installed or accepted, plus fifteen percent (15%). The Village is hereby authorized to contact directly Developer's financial agent from time to time regarding the sufficiency of the financial guaranty. The termination date of the Letter of Credit, following acceptance by the Village shall be no earlier than one year following the date of issuance of permits for public improvement work by the Village. If the public improvements to be undertaken by Developer under this Agreement are not complete within one year following the issuance of permits for such work, for any reason including force majeure under Section 8.03 below and without regard to the fault of Developer, then Developer's obligation to provide a letter of credit shall be extended through the completion of the work and its inspection and acceptance of dedication by the Village. After construction and total completion of the project and acceptance of the project by the Village Public Works & Highway Committee, the surety will be reduced to 10% of the actual cost of construction for a period of one (1) year (the guaranty period). In the event the original surety would, by its terms, expire prior to the end of the one year guaranty period, or if the guaranty period is extended due to repairs of defects as provided in Sec 7.01, a new surety shall be issued to cover the remaining guaranty period for the 10% of actual original construction costs. Notwithstanding any other provision to the contrary, the Developer's obligation to maintain a letter of credit shall not extend beyond 14 months from the date of substantial completion of all improvements as defined in section 236.13(2)(a)2, Wis. Stat., except as may be otherwise expressly agreed to by the Parties.

6.02 FORM. The form of the Financial Guarantee shall be approved by the Village Attorney prior to acceptance of the Financial Guarantee by the Village as satisfying Developer's obligation as provided in Section 6.01 above.

6.03 LIABILITY NOT RELEASED. The Financial Guarantee given hereunder is a security device only which in no manner limits the liability of Developer to the Village, however arising and regardless of the amount.

6.04 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village under this Article VI, the Village reserves the right without notice or hearing to impose special assessments or charges for any third party costs actually incurred by the Village to construct the public improvements shown on the Approved Plans. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. This provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

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

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

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

7.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the carelessness, negligence or neglect of Developer, its agents, contractors or employees. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to defend the same has been given to Developer within ten (10) days after its commencement, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village.

7.03 CONTRACTOR INSURANCE. Contractors engaged by Developer to perform the work required by this Agreement within public rights-of-way shall, prior to commencing such work, submit to the Village proof of the following:

- (1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.
- (2) Personal and public liability insurance having limits of not less than \$1,000,000.00.
- (3) Property damage insurance having limits of not less than \$500,000.00.
- (4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION.

Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to (a) Developer's introduction of toxic or hazardous material or substances in or on the real property dedicated or conveyed by Developer to the Village; or (b) toxic or hazardous material or substances not introduced by Developer, but which cause damage to the Village because of work performed pursuant to, or in connection with the platting/subdivision of the Property or this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

Upon the Village becoming aware of the occurrences of any event or the existence of any state of facts in respect of which the Village has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

- (1) the Village shall provide Developer written notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees but not punitive damages, fines, penalties, or consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;
- (2) subject to paragraphs (3) through (5) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;
- (3) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (4) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (5) Developer shall lose its right to defend, negotiate and settle any Claim if, as determined by an arbitrator jointly selected by the parties, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim:

- (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and
 - (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within thirty (30) days of receipt of written notice from the Village together with an invoice for work performed;
- (6) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

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

8.02 DEFAULT. In the event Developer does not complete installation of the public improvements required by this Agreement within thirty (30) days after the Village has served notice of default upon Developer, the Village may complete the same and take title thereto. The costs of doing such work shall be funded as provided in Article VI of this Agreement.

8.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, bureaucratic delays or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

8.04 SUNSET CLAUSE. The conditions of this Agreement shall terminate two (2) years after Village Board approval unless construction has begun or amended in writing by both parties.

ARTICLE IX - GENERAL PROVISIONS

9.01 APPROVAL TERMS. No tax-exempt use is authorized by the approvals granted by the Village.

9.02 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village with respect to the construction and installation of utilities on the Property and shall replace the Predevelopment Agreement and that in the event of any conflict between the Development Agreement and the Predevelopment Agreement, the terms of the Development Agreement will control.

9.04 AMENDMENTS. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement.

9.05 OWNERSHIP. Developer certifies and warrants to the Village that all of the owners of the real estate within said Development and all of the land contract vendors and/or mortgagees having interest in said real estate are as follows: Goldendale Road Germantown, LLC.

9.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Goldendale Road Germantown, LLC. as an agent of the same.

9.07 NO VESTED RIGHTS GRANTED. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this project shall inure to the Developer, its heirs, successors or assigns.

9.08 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

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

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

ARTICLE X - NON-ASSIGNMENT

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

The Village expressly consent to affiliates of Developer developing future phases of the Development.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of _____, 2022 which shall be the effective date of this Agreement.

DEVELOPER:

GOLDENDALE ROAD GERMANTOWN, LLC
By: GERMANTOWN PARTNERS LLC, Manager

By: _____
Samuel D Dickman, Agent

STATE OF WISCONSIN)
) SS
 COUNTY)

Personally came before me this _____ day of _____, 2022, the above-named, Samuel D Dickman, Agent of Goldendale Road Germantown, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Managing Partner of said limited liability company and acknowledged that he executed the foregoing instrument in such capacity.

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

By: _____
Dean Wolter, Village President

Attest By: _____
Deanna L Braunschweig, Village Clerk

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2022, the above-named, Dean Wolter, Village President, and Deanna L Braunschweig, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority.

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

Approved as to form:

Brian C. Sajdak, Village Attorney

This instrument was drafted by: Lawrence W. Ratayczak, P.E., Director of Public Works

EXHIBIT “A” (financial & fee’s)

EXHIBIT "A"

MURPHY PET FOOD

W206 N12880 GATEWAY Court

REVISED: 12/28/2021

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT
Survey Monuments	1.02	\$ -
Grading (Site)	1.05	\$ -
Asphalt Binder and Surface Course incl stone base	1.05	\$ -
Asphalt Surface Course (incl in above)	1.05	\$ -
Curb & Gutter	1.05	\$ -
Sidewalks / Walk Paths (currently n/a)	1.10	\$ -
Sanitary Sewer Main and Storm piping	1.03	\$ -
Water System (public)	1.02	\$ 199,000.00 #
	1.08	\$ -
Landscaping	1.09	\$ -
Street Lights (none currently contemplated)	1.10	\$ -
	1.09	\$ -
Erosion Control (in grading)	1.06	\$ -
Storm Water Ponds (utilizing 2 existing pond)	1.07	\$ -
Permanent Barricades	1.13	\$ -
SUB-TOTAL		\$ 199,000.00
DATA Conversion Fee (record drawings)	2.05/4.05	\$ 1,000.00 *
Improvement Review Fee: (\$199,000.00)_#	4.03	\$ 4,477.50 *
Professional Fee (Attorney)	4.04	\$ 500.00 *
Inspection Fee (Estimate based on construction time)	4.04	\$ 20,000.00 *
SUB-TOTAL		\$ 25,977.50 *
IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE		
Sanitary Sewer (REC @ \$4,469.00 / REC)	2 4.02 \$ 4,469	\$ 8,938.00 **
Water (REC @ \$832 / REC)	2 4.02 \$ 832	\$ 1,664.00 **
Fire (\$0.63549/\$1000 building cost)	0.63549 4.02	\$ 11,915.44 **
Police (\$0.2809/\$1000 building cost)	0.2809 4.02	\$ 5,266.88 **
<i>estimated building cost:</i>	\$ 18,750,000	
SUB-TOTAL: Impact & Connection Fees Estimate		\$ 27,784.31 **
TOTAL (Letter of Credit Amount)		\$ 199,000.00
* Amount to be Paid at Time of Signing of Development Agreement		\$ 25,977.50
** Amount to be Paid at Time of Building Permit Issuance		\$ 27,784.31

EXHIBIT “B” (labor & equipment rates)

[illegible]

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 (5yd)	\$37.88	\$39.02	\$40.19
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 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
Vac All	\$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

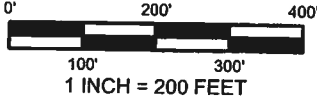
Chain Saw	\$14.07	\$14.50	\$14.94
Hydraulic Saw	\$14.07	\$14.50	\$14.94
Hydraulic Pruner	\$14.07	\$14.50	\$14.94
Chipper	\$45.92	\$47.29	\$48.71
Generator (225 Kw)	\$65.43	\$67.40	\$69.42
Generator (Under 10 Kw)	\$28.71	\$29.57	\$30.46
		\$30.46	\$31.37
Trailer Mounted Vacuum Excavator & Valve Turner	\$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-----DAILY COST	\$3.44	\$3.55	\$3.66
Traffic Control Signs-----DAILY COST	\$1.73	\$1.78	\$1.83
NOTE: 2021 rates reflect a 3% increase of 2020 rates			

EXHIBIT “C” (CSM)

CERTIFIED SURVEY MAP NO.

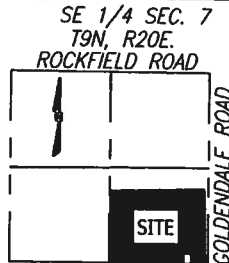
BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5959 IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

GRAPHIC SCALE

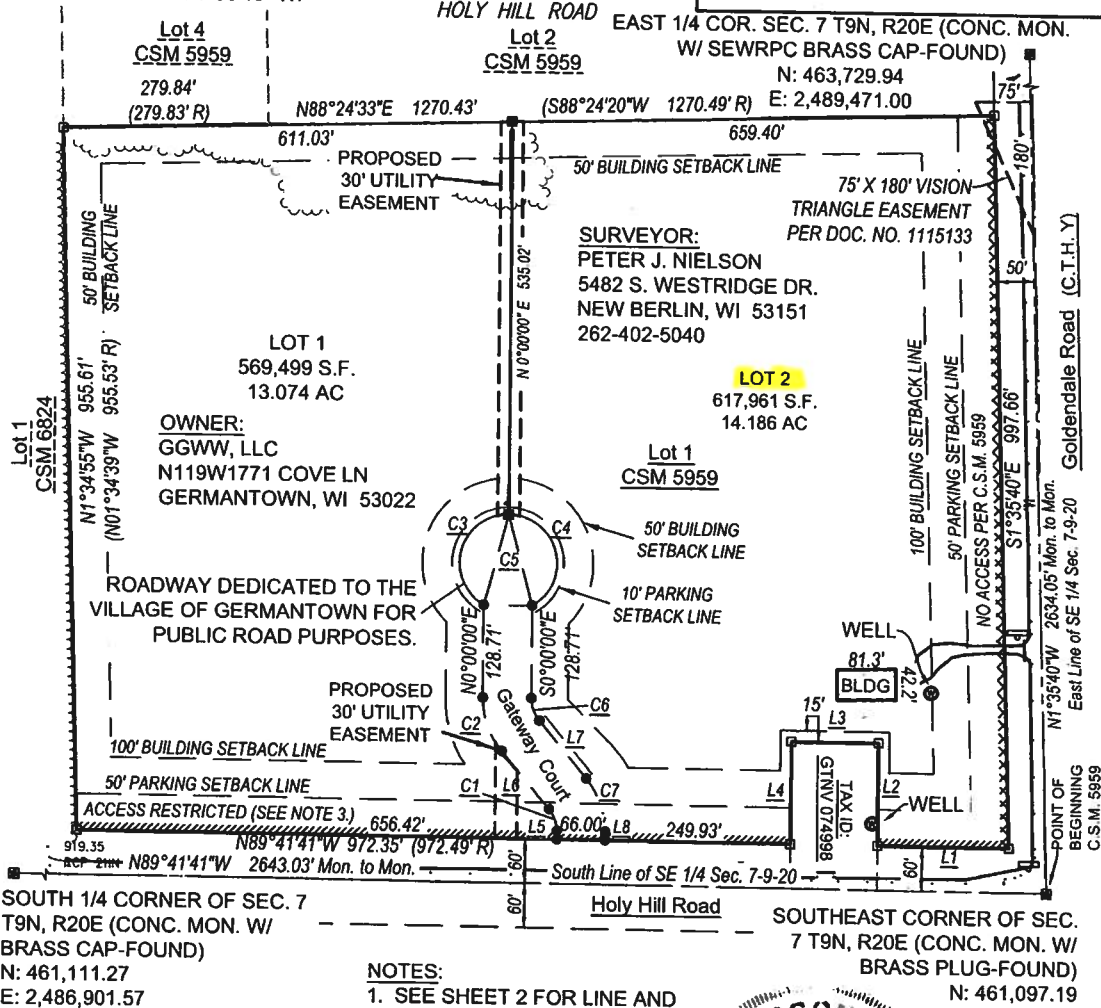


BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM - SOUTH ZONE (NAD '27). THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 7-9-20 IS ASSUMED TO BEAR N 1°35'40" W.

VICINITY MAP



Document # 1472572
WASHINGTON COUNTY WISCONSIN
05-29-2019 09:28 AM
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: \$30.00
Fee Exempt: 2R
Pages: 4

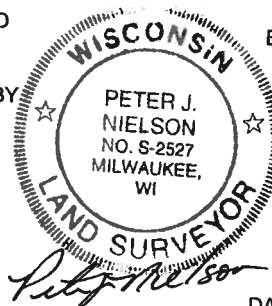


LEGEND

- CONCRETE MONUMENT WITH BRASS CAP - FOUND
- LIGHT POLE
- SIGN
- OHW- OVERHEAD WIRE
- 3/4" IRON ROD - FOUND
- 5/8" IRON ROD 1.04 LBS./LF. - SET
- 2" IRON PIPE 3.65 LBS./LF. - SET
- (XXXXR) RECORDED AS DATA
- ⊙ POWER POLE

NOTES:

1. SEE SHEET 2 FOR LINE AND CURVE TABLES.
2. ACCESS TO HOLY HILL RD. FROM LOTS 1 & 2 PROVIDED BY GATEWAY COURT.



INSTRUMENT DRAFTED BY PETER J. NIELSON, P.L.S. #2527

DATE 4/2/2019
SHEET 1 OF 4

map no 6897 Vol 53 Page 219

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5959 IN THE
NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF
GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, PETER J. NIELSON, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND
MAPPED THE FOLLOWING LAND HEREIN DESCRIBED:

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5959, RECORDED AS DOCUMENT NO.
1106266, IN THE WASHINGTON COUNTY REGISTER OF DEEDS OFFICE, AS CORRECTED BY AFFIDAVIT OF
CORRECTION RECORDED AS DOCUMENT NO. 1115133, IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4
AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST,
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY.

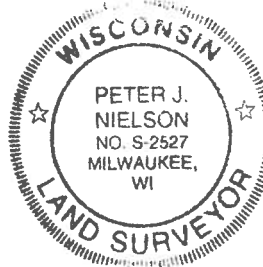
SAID PARCEL CONTAINS 1,224,147 SQUARE FEET OR 28.102 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE MADE SAID LAND DIVISION BY THE DIRECTION OF GGWW, LLC, OWNER
OF SAID LAND. THAT SUCH LAND DIVISION IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR
BOUNDARIES OF THE LANDS SURVEYED AND THE DIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES
AND CHAPTER 18 OF THE VILLAGE OF GERMANTOWN SUBDIVISION CONTROL ORDINANCE IN SURVEYING,
DIVIDING, AND MAPPING THE SAME.

DATED THIS 2nd DAY OF APRIL, 2019.

Peter J. Nielson 20 MAY 19
PETER J. NIELSON
PROFESSIONAL LAND SURVEYOR #S-2527



VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL:

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE
VILLAGE OF GERMANTOWN ON THIS 8 DAY OF April, 2019.

Dean Wolter
DEAN WOLTER, CHAIRPERSON

Lori Johnson
LORI JOHNSON, SECRETARY

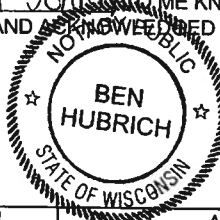
STATE OF WISCONSIN) ss
COUNTY OF WASHINGTON)

PERSONALLY CAME BEFORE ME THIS 29th DAY OF May, 2019

THE ABOVE NAMED Dean Wolter & Lori Johnson TO ME KNOWN TO BE THE PERSONS
WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Ben Hubrich
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5/25/2021



L1	N89°41'41"W	179.89' (179.98' R)
L2	N0°18'02"E (N00°18'19"E)	140.00'
L3	N89°44'15"W (N89°41'41"W	119.90' 120.00' R)
L4	S0°23'01"W (S00°18'19"W	139.91' 140.00' R)
L5	N0°00'00"E	11.03'
L6	N39°46'46"W	101.53'
L7	S39°46'46"E	101.53'
L8	S0°00'00"W	11.38'

CURVE	L	R	Δ	C.L.	L.C.B.
C1	32.63'	47.00'	39°46'46"	31.98'	N19°53'23"W
C2	78.45'	113.00'	39°46'46"	76.89'	N19°53'23"W
C3	172.79'	66.00'	150°00'00"	127.50'	S15°00'00"W
C4	172.79'	66.00'	150°00'00"	127.50'	S15°00'00"E
C5	345.58'	66.00"	300°00'00"	66.00'	N90°00'00"E
C6	32.63'	47.00'	39°46'46"	31.98'	S19°53'23"E
C7	78.45'	113.00'	39°46'46"	76.89'	S19°53'23"E

map no 6897 16453 Aug 200

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5959 IN THE
NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF
GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

VILLAGE OF GERMANTOWN BOARD APPROVAL:

THIS CERTIFIED SURVEY MAP, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 5959 IN THE EAST 1/2
OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN,
WASHINGTON COUNTY, WISCONSIN, HAVING BEEN APPROVED BY THE PLANNING COMMISSION BEING THE
SAME, IS HEREBY APPROVED AND THE DEDICATION OF THAT PART OF GATEWAY COURT FOR PUBLIC ROAD
PURPOSES SHOWN ON SHEET 1 OF 4 IS HEREBY ACCEPTED BY THE VILLAGE BOARD OF TRUSTEES OF THE
VILLAGE OF GERMANTOWN ON THIS 15 DAY OF April, 2019.

Dean Wolter
DEAN WOLTER, PRESIDENT

Deanna Braunschweig
DEANNA BRAUNSCHWEIG, VILLAGE CLERK

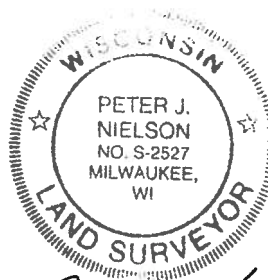
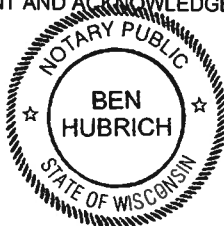
STATE OF WISCONSIN) ss
COUNTY OF WASHINGTON)

PERSONALLY CAME BEFORE ME THIS 29th DAY OF May, 2019

THE ABOVE NAMED Dean Wolter & Deanna Braunschweig, TO ME KNOWN TO BE THE PERSONS
WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Ben Hubrich
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5/25/2021



Peter J. Nielson
20 MAY 19

Map no 6897 Vol 53 Page 221

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5959 IN THE
NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF
GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

OWNER'S CERTIFICATE OF DEDICATION:

GGWW, LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF
THE LAWS OF THE STATE OF WISCONSIN, AS OWNER DOES HEREBY CERTIFY THAT SAID LIMITED LIABILITY
COMPANY CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND
DEDICATED AS REPRESENTED ON THIS PLAT.

AS OWNERS, WE HEREBY DEDICATE THAT PART OF GATEWAY COURT TO THE VILLAGE OF GERMANTOWN
FOR PUBLIC ROAD PURPOSES AS REPRESENTED ON SHEET 1 OF 4 OF THIS CERTIFIED SURVEY MAP.

GGWW, LLC DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE
SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

1. VILLAGE OF GERMANTOWN

WITNESS THE HAND AND SEAL OF SAID OWNER THIS 23 DAY OF May, 2019.

IN PRESENCE OF:

Michael Esser, Jr.
MICHAEL ESSER, JR.
ELLARETEE, LLC

Greg Larson
GREG LARSON
AILCO EQUIPMENT FINANCE GROUP, INC.

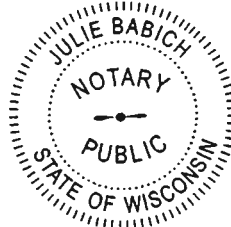
STATE OF WISCONSIN) ss
COUNTY OF WASHINGTON)

PERSONALLY CAME BEFORE ME THIS 23 DAY OF May, 2019

THE ABOVE NAMED Michael Esser, Jr., TO ME KNOWN TO BE THE PERSONS
WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Janie Balin
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5/6/23



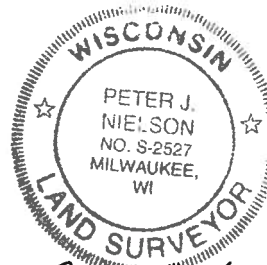
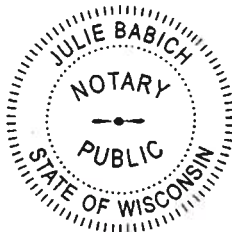
STATE OF WISCONSIN) ss
COUNTY OF WASHINGTON)

PERSONALLY CAME BEFORE ME THIS 23 DAY OF May, 2019

THE ABOVE NAMED Greg Larson, TO ME KNOWN TO BE THE PERSONS
WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Janie Balin
NOTARY PUBLIC

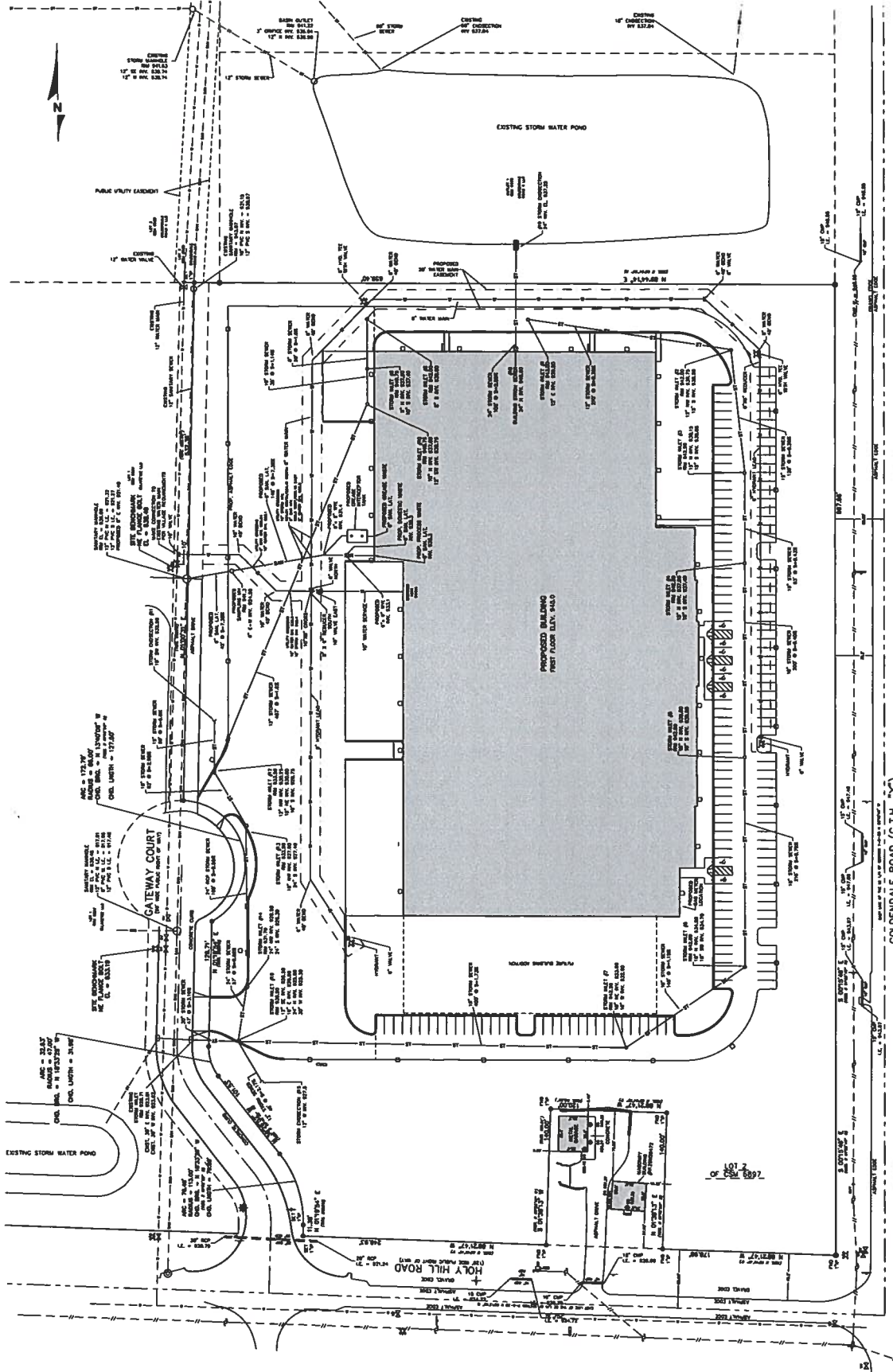
MY COMMISSION EXPIRES: 5/6/23



Peter J. Nielson 20 MAY '19

Map No 6897 Vol 53 Page 222

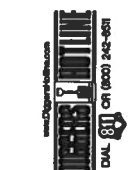
EXHIBIT “D”
Approved Plans and Specifications



1. ALL EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE LOCATION AND DEPTH OF UTILITIES SHOWN ON THIS PLAN ARE NOT GUARANTEED BY THE ENGINEER. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF UTILITIES SHOWN ON THIS PLAN. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF UTILITIES SHOWN ON THIS PLAN. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF UTILITIES SHOWN ON THIS PLAN.

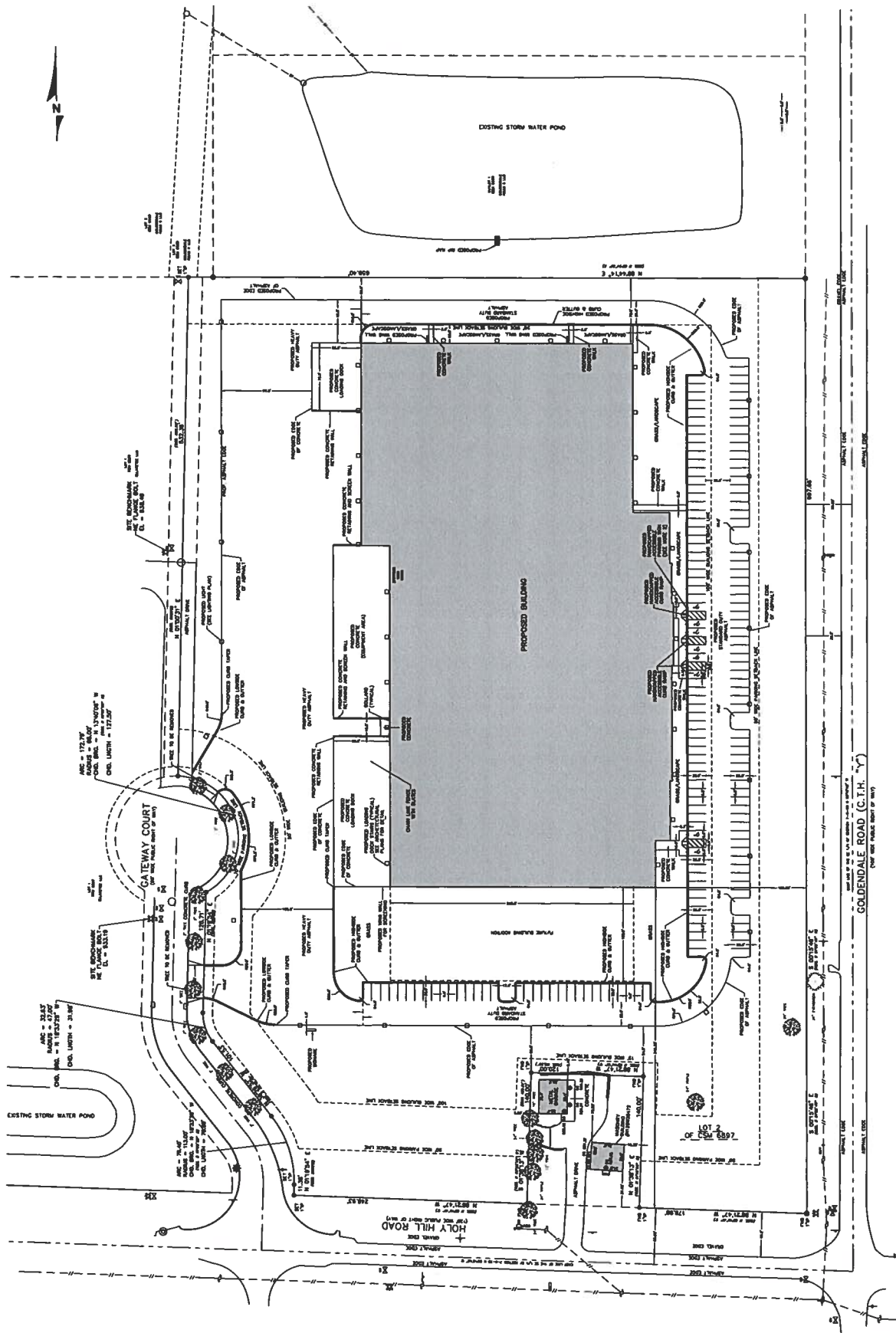
2. ALL NEW UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE LOCATION AND DEPTH OF UTILITIES SHOWN ON THIS PLAN ARE NOT GUARANTEED BY THE ENGINEER. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF UTILITIES SHOWN ON THIS PLAN. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF UTILITIES SHOWN ON THIS PLAN. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF UTILITIES SHOWN ON THIS PLAN.

3. ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE LOCATION AND DEPTH OF UTILITIES SHOWN ON THIS PLAN ARE NOT GUARANTEED BY THE ENGINEER. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF UTILITIES SHOWN ON THIS PLAN. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF UTILITIES SHOWN ON THIS PLAN. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF UTILITIES SHOWN ON THIS PLAN.



LEGEND

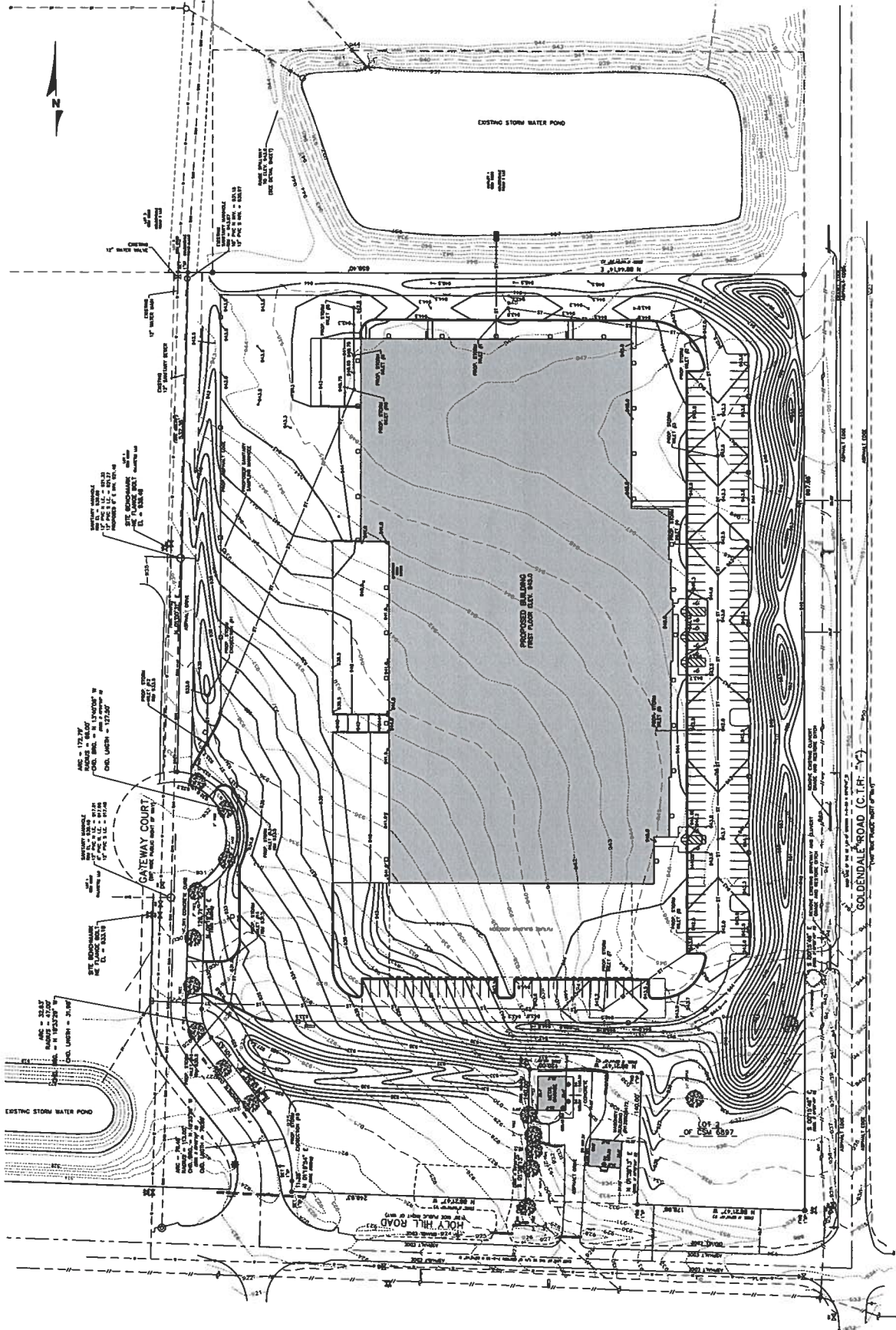
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—	PROPOSED STORM SEWER
—	EXISTING SANITARY SEWER
—	PROPOSED SANITARY SEWER
—	EXISTING WATER MAIN
—	PROPOSED WATER MAIN
—	EXISTING GAS MAIN
—	PROPOSED GAS MAIN
—	EXISTING ELECTRIC MAIN
—	PROPOSED ELECTRIC MAIN
—	EXISTING FIBER OPTIC
—	PROPOSED FIBER OPTIC
—	UTILITY POLE



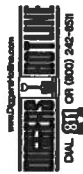
NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR TO THE CENTERLINE OF THE LOT.
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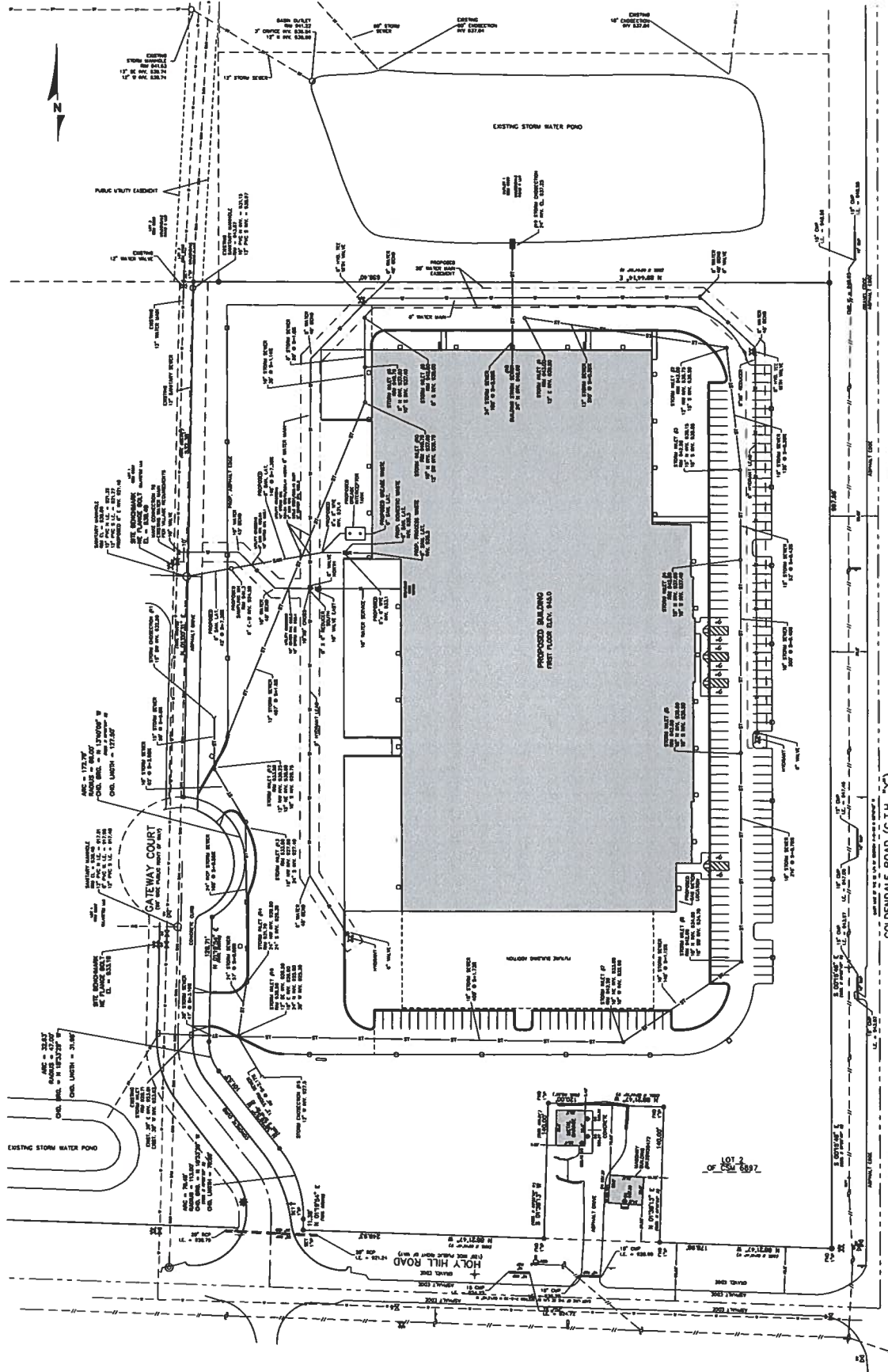
LEGEND
EXISTING CONTOUR
PROPOSED CONTOUR
PROPOSED ELEVATION
PROPOSED STORM SEWER



NOTE: TOTAL DISTURBED AREA = 13.11 ACRES MINUS
2. SWOT AREAS ALONG THE GARDEN AT THE PLANNED USE



LEGEND	
EXISTING CONTOUR	PROPOSED CONTOUR
PROPOSED ELEVATION	PROPOSED STORM SEWER



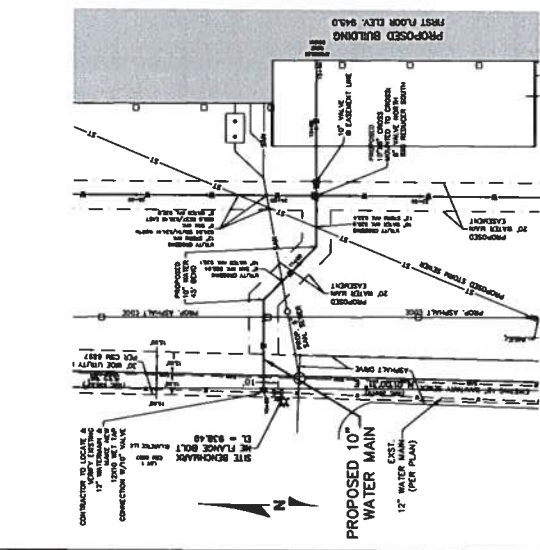
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- LEGEND**
- EXISTING STORM SEWER
 - PROPOSED STORM SEWER
 - EXISTING WATER MAIN
 - PROPOSED WATER MAIN
 - EXISTING GAS MAIN
 - PROPOSED GAS MAIN
 - EXISTING ELECTRIC
 - PROPOSED ELECTRIC
 - UTILITY POLE

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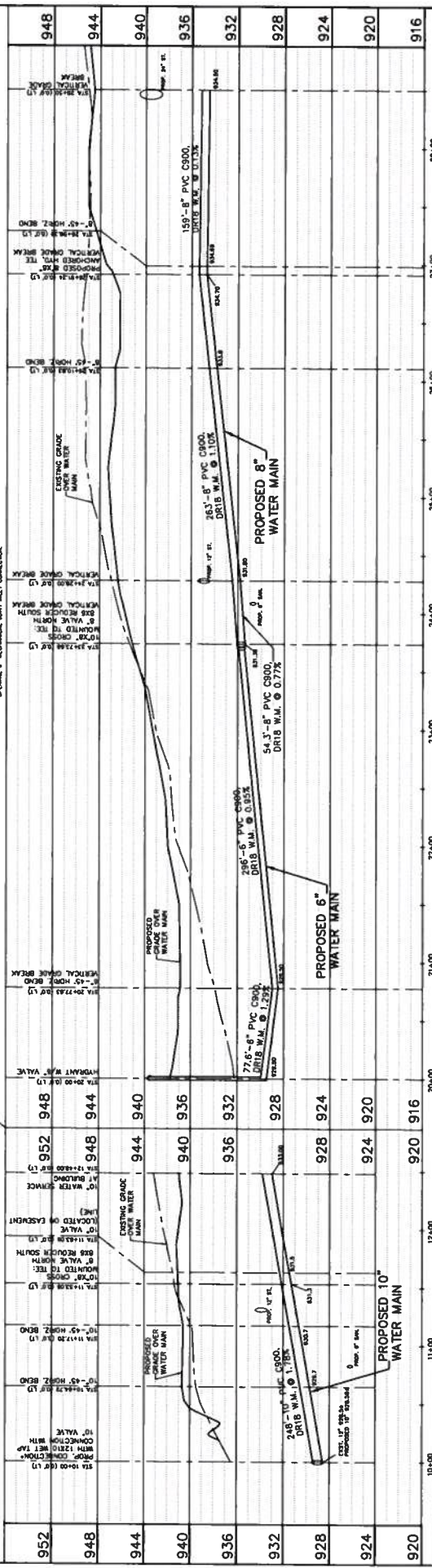




g) ALL WATERS MAIN SHALL BE PVC C-800, CLASS 150 (DR15) FOR $e^{-1.5''}$ AND MORE. AWWA C900.

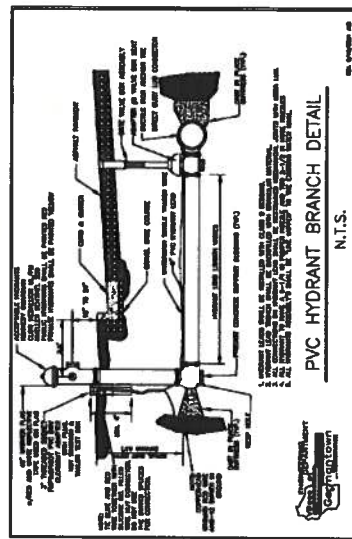
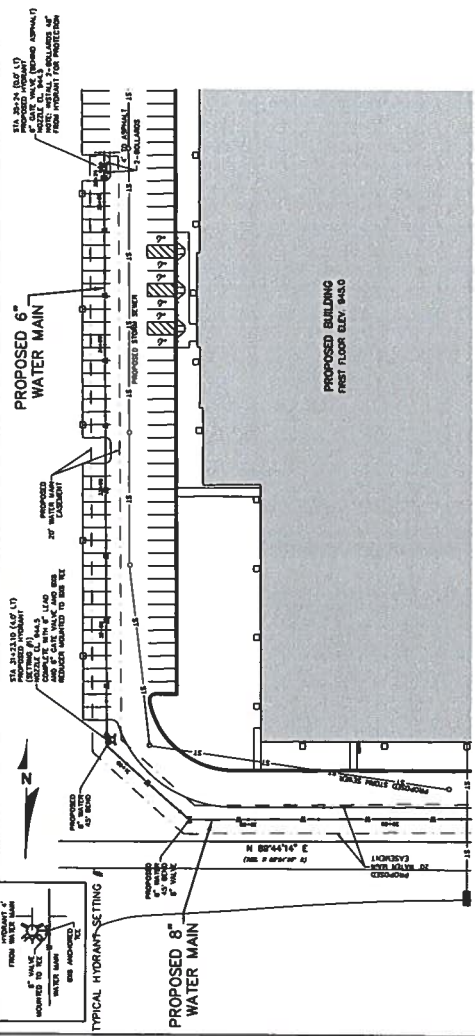
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*NOTE:
CONTRACTOR TO LOCATE AND VERIFY SIZE
AND ELEVATION OF EXISTING 12"
WATERMAIN AND MAKE NEW
12X10 MET TAP CONNECTION W/10" VALVE



DESCRIPTION	DATE	BY
1	04/23/2021	
SCALE:		
HORIZ. 1"=40'		
VERT. 1"=4'		
		
		
CJE engineering civil design and consulting 2203 W. Center Street, Suite 214 Milwaukee, WI 53222 Tel: (414) 242-5451 Fax: (414) 242-5452 Email: info@cje-engineering.com Web: www.cje-engineering.com		
PUBLIC WATER MAIN PLAN & PROFILE THE MURPHY PROJECT AT DICKMAN 4 W206 N12880 GATEWAY CT. GERMANTOWN, WISCONSIN 10' DEPTH 12' DEPTH 15' DEPTH 18' DEPTH 21' DEPTH 24' DEPTH 27' DEPTH 30' DEPTH 33' DEPTH 36' DEPTH 39' DEPTH 42' DEPTH 45' DEPTH 48' DEPTH 51' DEPTH 54' DEPTH 57' DEPTH 60' DEPTH 63' DEPTH 66' DEPTH 69' DEPTH 72' DEPTH 75' DEPTH 78' DEPTH 81' DEPTH 84' DEPTH 87' DEPTH 90' DEPTH 93' DEPTH 96' DEPTH 99' DEPTH 102' DEPTH 105' DEPTH 108' DEPTH 111' DEPTH 114' DEPTH 117' DEPTH 120' DEPTH 123' DEPTH 126' DEPTH 129' DEPTH 132' DEPTH 135' DEPTH 138' DEPTH 141' DEPTH 144' DEPTH 147' DEPTH 150' DEPTH 153' DEPTH 156' DEPTH 159' DEPTH 162' DEPTH 165' DEPTH 168' DEPTH 171' DEPTH 174' DEPTH 177' DEPTH 180' DEPTH 183' DEPTH 186' DEPTH 189' DEPTH 192' DEPTH 195' DEPTH 198' DEPTH 201' DEPTH 204' DEPTH 207' DEPTH 210' DEPTH 213' DEPTH 216' DEPTH 219' DEPTH 222' DEPTH 225' DEPTH 228' DEPTH 231' DEPTH 234' DEPTH 237' DEPTH 240' DEPTH 243' DEPTH 246' DEPTH 249' DEPTH 252' DEPTH 255' DEPTH 258' DEPTH 261' DEPTH 264' DEPTH 267' DEPTH 270' DEPTH 273' DEPTH 276' DEPTH 279' DEPTH 282' DEPTH 285' DEPTH 288' DEPTH 291' DEPTH 294' DEPTH 297' DEPTH 300' DEPTH 303' DEPTH 306' DEPTH 309' DEPTH 312' DEPTH 315' DEPTH 318' DEPTH 321' DEPTH 324' DEPTH 327' DEPTH 330' DEPTH 333' DEPTH 336' DEPTH 339' DEPTH 342' DEPTH 345' DEPTH 348' DEPTH 351' DEPTH 354' DEPTH 357' DEPTH 360' DEPTH 363' DEPTH 366' DEPTH 369' DEPTH 372' DEPTH 375' DEPTH 378' DEPTH 381' DEPTH 384' DEPTH 387' DEPTH 390' DEPTH 393' DEPTH 396' DEPTH 399' DEPTH 402' DEPTH 405' DEPTH 408' DEPTH 411' DEPTH 414' DEPTH 417' DEPTH 420' DEPTH 423' DEPTH 426' DEPTH 429' DEPTH 432' DEPTH 435' DEPTH 438' DEPTH 441' DEPTH 444' DEPTH 447' DEPTH 450' DEPTH 453' DEPTH 456' DEPTH 459' DEPTH 462' DEPTH 465' DEPTH 468' DEPTH 471' DEPTH 474' DEPTH 477' DEPTH 480' DEPTH 483' DEPTH 486' DEPTH 489' DEPTH 492' DEPTH 495' DEPTH 498' DEPTH 501' DEPTH 504' DEPTH 507' DEPTH 510' DEPTH 513' DEPTH 516' DEPTH 519' DEPTH 522' DEPTH 525' DEPTH 528' DEPTH 531' DEPTH 534' DEPTH 537' DEPTH 540' DEPTH 543' DEPTH 546' DEPTH 549' DEPTH 552' DEPTH 555' DEPTH 558' DEPTH 561' DEPTH 564' DEPTH 567' DEPTH 570' DEPTH 573' DEPTH 576' DEPTH 579' DEPTH 582' DEPTH 585' DEPTH 588' DEPTH 591' DEPTH 594' DEPTH 597' DEPTH 600' DEPTH 603' DEPTH 606' DEPTH 609' DEPTH 612' DEPTH 615' DEPTH 618' DEPTH 621' DEPTH 624' DEPTH 627' DEPTH 630' DEPTH 633' DEPTH 636' DEPTH 639' DEPTH 642' DEPTH 645' DEPTH 648' DEPTH 651' DEPTH 654' DEPTH 657' DEPTH 660' DEPTH 663' DEPTH 666' DEPTH 669' DEPTH 672' DEPTH 675' DEPTH 678' DEPTH 681' DEPTH 684' DEPTH 687' DEPTH 690' DEPTH 693' DEPTH 696' DEPTH 699' DEPTH 702' DEPTH 705' DEPTH 708' DEPTH 711' DEPTH 714' DEPTH 717' DEPTH 720' DEPTH 723' DEPTH 726' DEPTH 729' DEPTH 732' DEPTH 735' DEPTH 738' DEPTH 741' DEPTH 744' DEPTH 747' DEPTH 750' DEPTH 753' DEPTH 756' DEPTH 759' DEPTH 762' DEPTH 765' DEPTH 768' DEPTH 771' DEPTH 774' DEPTH 777' DEPTH 780' DEPTH 783' DEPTH 786' DEPTH 789' DEPTH 792' DEPTH 795' DEPTH 798' DEPTH 801' DEPTH 804' DEPTH 807' DEPTH 810' DEPTH 813' DEPTH 816' DEPTH 819' DEPTH 822' DEPTH 825' DEPTH 828' DEPTH 831' DEPTH 834' DEPTH 837' DEPTH 840' DEPTH 843' DEPTH 846' DEPTH 849' DEPTH 852' DEPTH 855' DEPTH 858' DEPTH 861' DEPTH 864' DEPTH 867' DEPTH 870' DEPTH 873' DEPTH 876' DEPTH 879' DEPTH 882' DEPTH 885' DEPTH 888' DEPTH 891' DEPTH 894' DEPTH 897' DEPTH 900' DEPTH 903' DEPTH 906' DEPTH 909' DEPTH 912' DEPTH 915' DEPTH 918' DEPTH 921' DEPTH 924' DEPTH 927' DEPTH 930' DEPTH 933' DEPTH 936' DEPTH 939' DEPTH 942' DEPTH 945' DEPTH 948' DEPTH 951' DEPTH 954' DEPTH 957' DEPTH 960' DEPTH 963' DEPTH 966' DEPTH 969' DEPTH 972' DEPTH 975' DEPTH 978' DEPTH 981' DEPTH 984' DEPTH 987' DEPTH 990' DEPTH 993' DEPTH 996' DEPTH 999' DEPTH 1002' DEPTH 1005' DEPTH 1008' DEPTH 101		

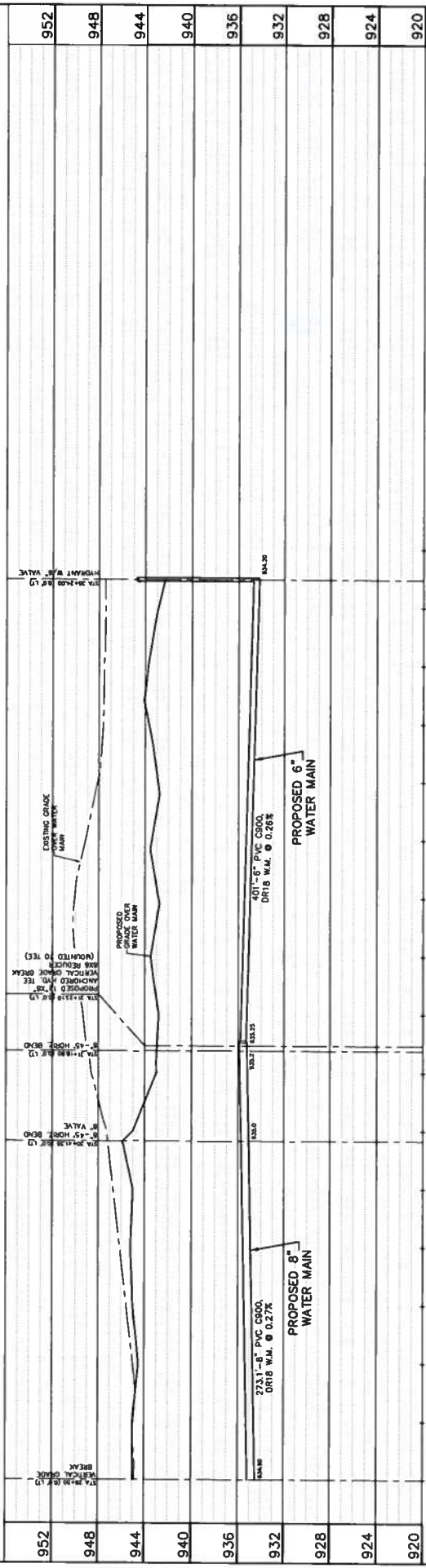
CJE NO.: CJE2148R5
SEPTEMBER 02, 2021
C3.1



LEGEND

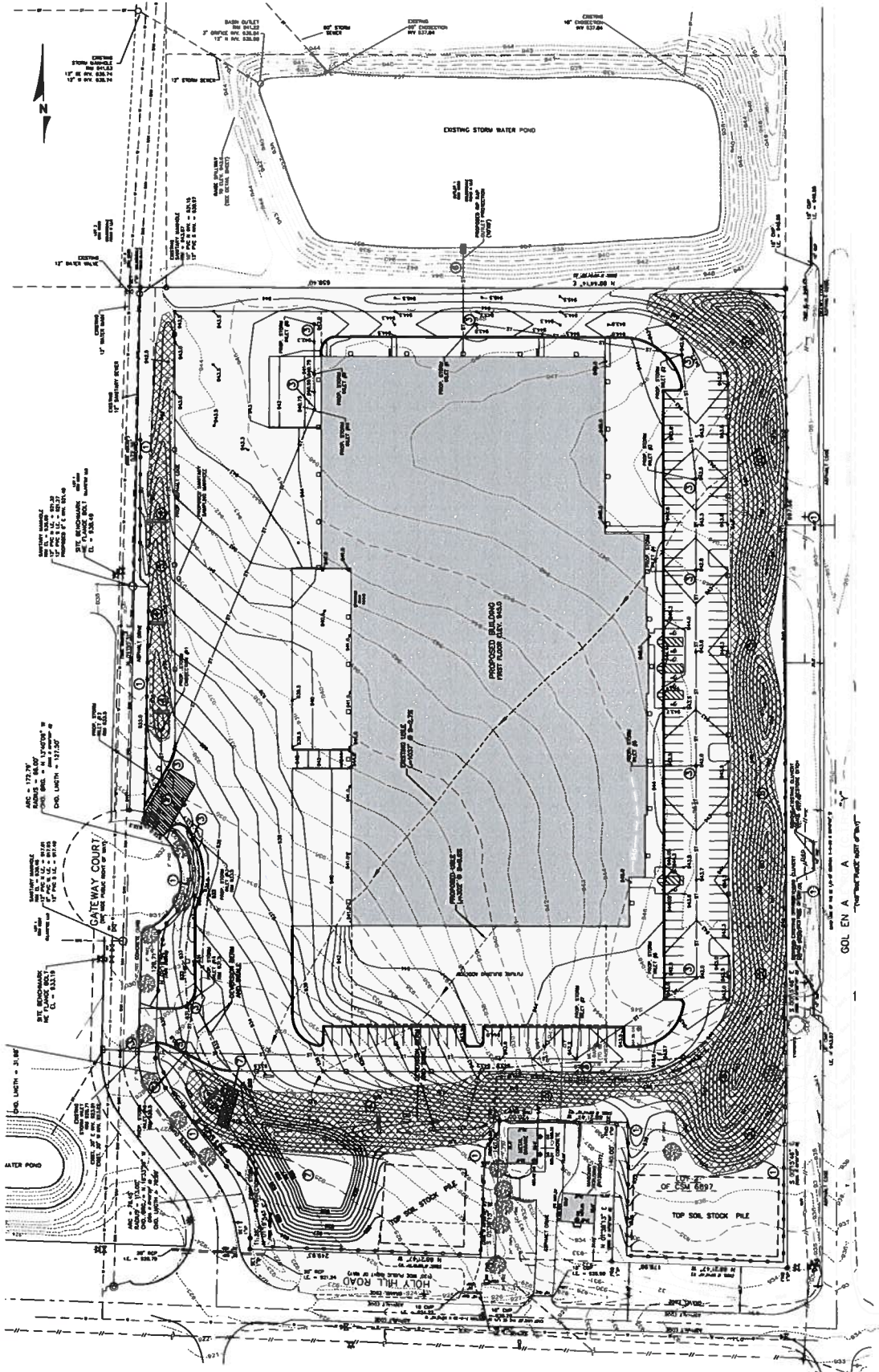
---	EXISTING STORM SEWER
---	PROPOSED STORM SEWER
---	EXISTING WATER MAIN
---	PROPOSED WATER MAIN
---	EXISTING SANITARY SEWER
---	PROPOSED SANITARY SEWER
---	EXISTING WATER MAIN
---	PROPOSED WATER MAIN

- UTILITY NOTES**
1. ALL UTILITY NOTES TO BE PROVIDED IN ACCORDANCE WITH THE DESIGN, CHANGING AND CONSTRUCTION SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERS, LATEST EDITION.
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REVISION NO. _____ DATE BY _____ 1. _____ 09/22/2021		SCALE: HORIZ. 1"=40' VERT. 1"=4'	
PUBLIC WATER MAIN PLAN & PROFILE THE MURPHY PROJECT AT DICKMAN 4 W208 N12800 GATEWAY CT. GERMAN TOWN, WISCONSIN		CJ engineering 3000 W. Center St. Suite 214 Madison, WI 53722 Tel: (608) 443-5111 Fax: (608) 443-5112	
PROJECT NO. _____ DATE _____ BY _____		SCALE: HORIZ. 1"=40' VERT. 1"=4'	

CUE NO. : CUE248RS
SEPTEMBER 02, 2021
C3.2



**EROSION CONTROL
PRACTICES SCHEDULE**

- 1 SALT FENCE
- 2 CONSTRUCTION DITCH
- 3 INLET PROTECTION
- 4 MAY BALE DITCH CHECK
- 5 EROSION MATTING
- 6 OUTLET PROTECTION END SECTION
- 7 SEDIMENT TRAP

CONSTRUCTION SCHEDULE

1. EROSION CONTROL PRACTICES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. 2. EROSION CONTROL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. 3. EROSION CONTROL PRACTICES SHALL BE REMOVED OR MODIFIED AS REQUIRED BY THE ENGINEER. 4. EROSION CONTROL PRACTICES SHALL BE REINSTALLED AS REQUIRED BY THE ENGINEER. 5. EROSION CONTROL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. 6. EROSION CONTROL PRACTICES SHALL BE REMOVED OR MODIFIED AS REQUIRED BY THE ENGINEER. 7. EROSION CONTROL PRACTICES SHALL BE REINSTALLED AS REQUIRED BY THE ENGINEER.

WINTER CONDITIONS

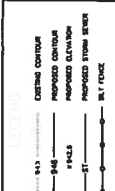
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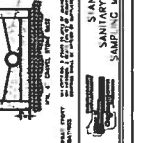
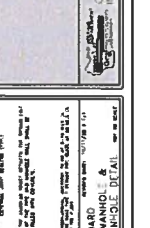
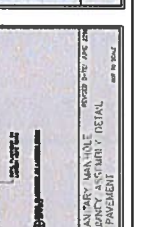
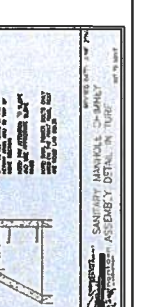
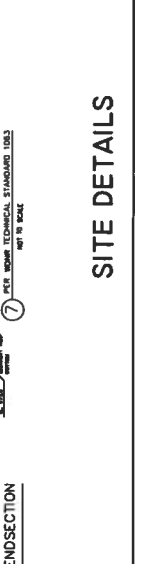
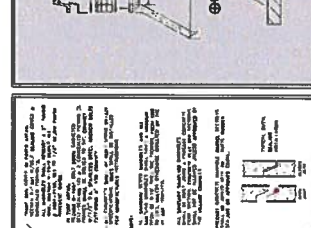
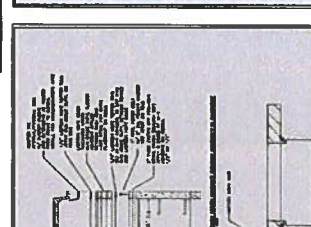
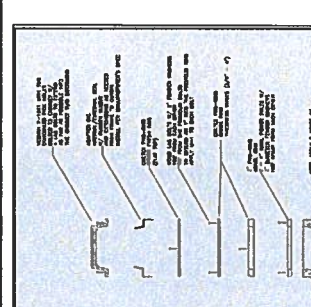
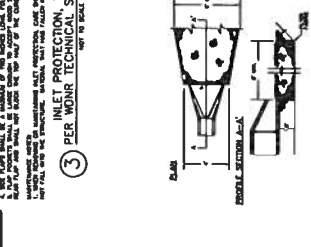
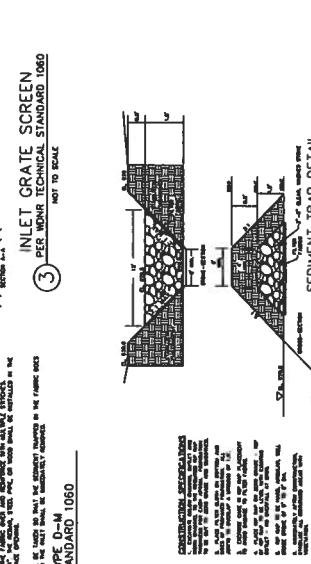
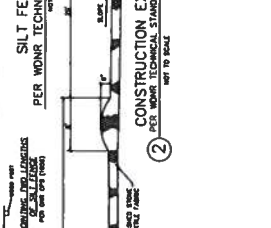
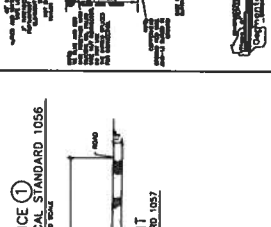
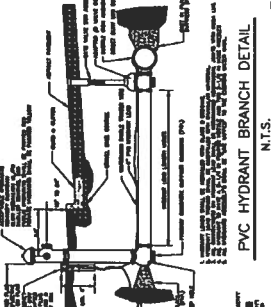
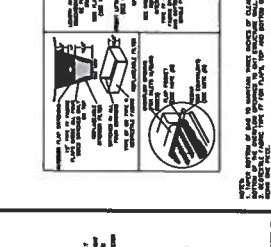
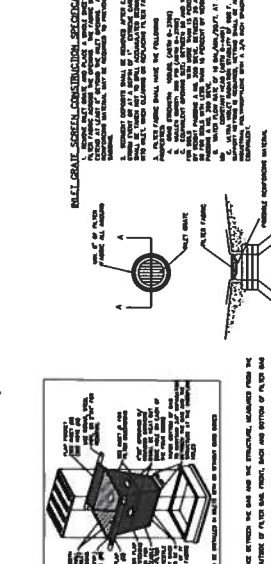
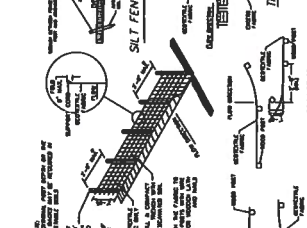
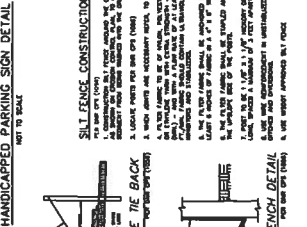
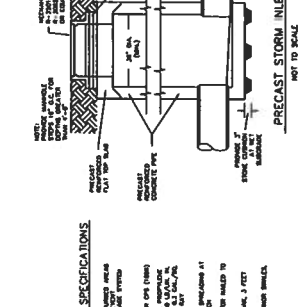
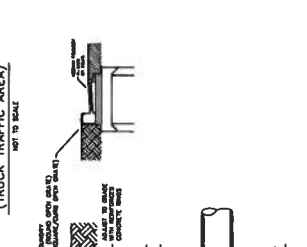
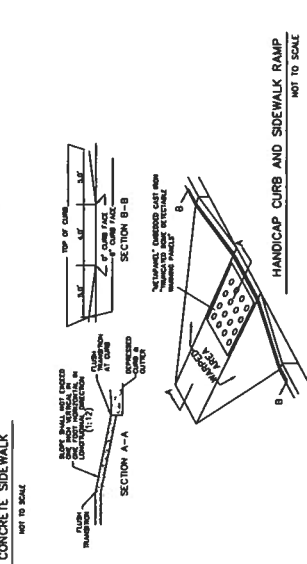
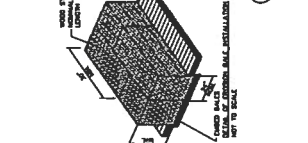
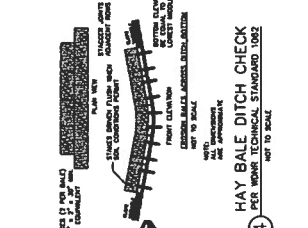
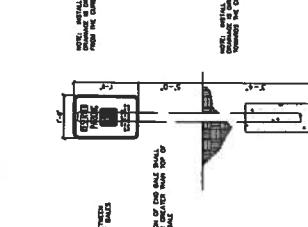
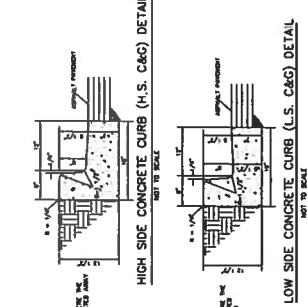
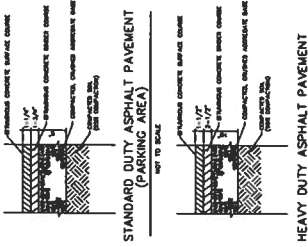
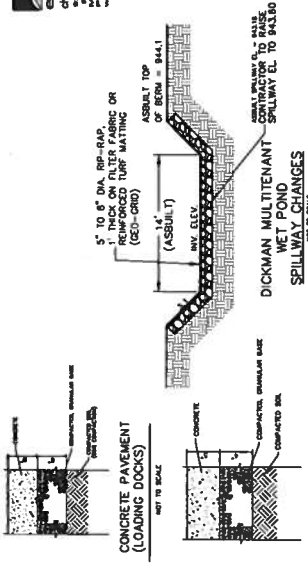
MAINTENANCE PLAN

1. EROSION CONTROL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE MAINTENANCE PERIOD. 2. EROSION CONTROL PRACTICES SHALL BE REINSTALLED AS REQUIRED BY THE ENGINEER. 3. EROSION CONTROL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE MAINTENANCE PERIOD. 4. EROSION CONTROL PRACTICES SHALL BE REINSTALLED AS REQUIRED BY THE ENGINEER. 5. EROSION CONTROL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE MAINTENANCE PERIOD. 6. EROSION CONTROL PRACTICES SHALL BE REINSTALLED AS REQUIRED BY THE ENGINEER. 7. EROSION CONTROL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE MAINTENANCE PERIOD. 8. EROSION CONTROL PRACTICES SHALL BE REINSTALLED AS REQUIRED BY THE ENGINEER.

TEMPORARY STABILIZATION METHODS

1. EROSION CONTROL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE TEMPORARY STABILIZATION PERIOD. 2. EROSION CONTROL PRACTICES SHALL BE REINSTALLED AS REQUIRED BY THE ENGINEER. 3. EROSION CONTROL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE TEMPORARY STABILIZATION PERIOD. 4. EROSION CONTROL PRACTICES SHALL BE REINSTALLED AS REQUIRED BY THE ENGINEER. 5. EROSION CONTROL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE TEMPORARY STABILIZATION PERIOD. 6. EROSION CONTROL PRACTICES SHALL BE REINSTALLED AS REQUIRED BY THE ENGINEER. 7. EROSION CONTROL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE TEMPORARY STABILIZATION PERIOD. 8. EROSION CONTROL PRACTICES SHALL BE REINSTALLED AS REQUIRED BY THE ENGINEER.





**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 1-2022

GERMANTOWN MUNICIPAL EMPLOYEES UNION LOCAL 730 CONTRACT

WHEREAS, the Village of Germantown Administrator and Department Directors have been in negotiation of the Germantown Municipal Employees Union Local 730 Contract and have come an agreed contract as attached; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the attached Germantown Municipal Employee Union Local 730 Contract.

Introduced by: _____

Adopted: _____

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

AGREEMENT BETWEEN THE VILLAGE OF GERMANTOWN AND THE

GERMANTOWN MUNICIPAL EMPLOYEES UNION - LOCAL 730

AN AFFILIATE OF THE LABOR ASSOCIATION OF WISCONSIN

JANUARY 1, 2022 - DECEMBER 31, 2022

Article 1 - RECOGNITION

The employer hereby recognizes the Labor Association of Wisconsin, Inc. as the sole and exclusive bargaining agent for regular and full-time and regular and part-time employees of the Village of Germantown employed in the Highway Department, Parks Department, Water Department and Waste Water Department, excluding professional, supervisory, managerial, confidential, temporary, casual, or seasonal clerical employees for the purpose of collective bargaining on matters concerning wages, hours, and all other conditions of employment.

Article 2 – WAGES Effective January 1, 2022 (2.3% Wage Increase) Position

	2021 Hourly Wage			2022 Hourly Wage		
	Start	150 Day	1 Year	Start	150 Day	1 Year
Mechanic I	24.63	26.78	28.94	25.20	27.40	29.61
Mechanic II	24.82	26.99	29.19	25.39	27.61	29.86
Crew Leader	24.95	27.14	29.36	25.52	27.76	30.04
Operator	24.05	26.18	28.29	24.60	26.78	28.94
Maint Operator	24.33	26.49	28.63	24.89	27.10	29.29
HE Operator	24.48	26.64	28.82	25.04	27.25	29.48
Maint Oper. w/ DNR Cert	24.66	26.83	29.01	25.23	27.45	29.68
Designated Operator	25.26	27.47	29.72	25.84	28.10	30.40
Custodian	17.62	19.17	20.73	18.03	19.61	21.21
Assistant Custodian (PT)	14.86	16.18	17.49	15.20	16.55	17.89

Article 3 - DURATION OF AGREEMENT

The agreement shall be in effect as on January 1, 2022 and shall remain in full force through December 31, 2022.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective, duly authorized officers.

Dated this _____ day of _____, 2022

VILLAGE OF GERMANTOWN

GERMANTOWN MUNICIPAL
EMPLOYEES UNION, LAW, INC

By: _____

By: _____

By: _____

By: _____

Village of Germantown
Foreman Designated Operator
Job Description

Position Title: Foreman, DO-Designated Operator
Reports To: Superintendent of the Water Utility
Employment Category: Exempt
Department: Water Utility
Pay Grade: 4

Job Summary:

The Foreman/DO oversees the maintenance, upkeep of infrastructure and equipment for a well/ground water supplied utility. The Foreman/DO assists the Superintendent in accomplishing department objectives. The Foreman may be required to work alongside crews on projects, in addition to daily assigning work duties and supervising staff and overseeing the projects. Additionally, the supervisory and labor functions of this position can be required during unscheduled times for snow and ice control or other emergency situations.

Essential Duties and Responsibilities:

The following are the fundamental job duties and responsibilities. These are not to be construed as exclusive or all-inclusive; other duties may be required and assigned, as management deems necessary.

- Respond to calls and emails from residents, contractors, trustees, and Village staff to answer questions, provide updates, schedule work and solve problems related to water utility operations
- Produce and deliver safe drinking water to the customer
- Inspects job sites for safety, efficiency and quality of operations
- Plans the work and schedules activities for projects and daily maintenance tasks
- Evaluates, inspects, and oversees Village infrastructure including well houses, water towers, booster stations, water distribution, meters equipment scheduling repairs as necessary.
- Assists with supervision and work of snow removal and ice operations for the water

utility.

- Provides direction to staff and assists in troubleshooting difficult problems in the field.
- Help manage and perform Diggers Hotline locates as needed
- Addresses employee requests and concerns
- Manages capital projects related to Village facilities and buildings.
- Assists with budget process as needed
- Other duties as assigned

Required Qualifications, Knowledge, Skills & Abilities:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Knowledge of best practices, materials, and techniques used in water utility operations and maintenance
- Understanding of best practices for facility and equipment maintenance
- Ability to direct work and handle stressful and/or emergency situations
- Ability to work with the public
- Written and oral communication skills
- SCADA operations and Operator 10 or equivalent
- Water Meter installation and AMR technology
- HMO-Hydrous manganese Oxide and Iron removal

Education and/or Experience

High school degree or equivalent 5 years of supervisory experience in the field and or training from an accredited school or a combination of both in water utility operations or similar field.

Municipal experience with Distribution Grade 1, Groundwater Grade 1. W/iron removal preferred and or obtain in a reasonable time frame or within 3 years. Ongoing continuing education credits required, 18hrs/3yrs

Language Skills

- Ability to effectively communicate both verbally and in writing.

- Ability to comprehend and interpret information including construction plans, budgets, and Village code.
- Ability to communicate in a manner to persuade, convince, and/or train others and to advise, interpret and apply policies, procedures and standards to specific situations.
- Ability to prepare a variety of documents including reports, budgeting documents, and personnel documents,
- Ability to establish good working relationships with all levels of staff and citizenry

Mathematical Skills

- Ability to calculate percentages, fractions, decimals, volumes, ratios, present values, and spatial relationships.
- Ability to interpret basic descriptive statistical reports.
- Ability to read, understand and prepare program and department budgets.

Reasoning Ability

- Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory and/or judgmental criteria.
- Ability to work well under pressure and handle stressful situations, to organize work and set priorities, managing time and resources to meet deadlines and changing demands within the entire operation of department services, perform duties with a minimum of supervision.
- Ability to read and understand plans and profiles for water main, roads, buildings, and other projects.

Other Qualifications

- Working knowledge of Adobe PDF's, Microsoft Office software, word, excel, email-outlook, GIS and their applications.
- Ability to supervise full time and seasonal employees during stressful and/or emergency situations
- Involved in the hiring, discipline and firing of water utility staff
- Ability to organize and prioritize many projects at one time.
- Critical thinking
- Ability to perform the maintenance tasks of staff including shoveling and snow plowing with the possibility of assisting the Highway Dept
- Water tower climbing

- Required-Confined space entry- Competent person trained within a reasonable time frame.
- Trained in soil classification for exaction and trench safety or obtain within a reasonable time frame
- Understand and perform Diggers Hotline locates for water, sewer, storm and village electric
- Required-or ability to obtain one within 6 months of employment-Valid Wisconsin Commercial Driver's License class B, C, D
- Required-Distribution and Groundwater with Iron removal or the ability to obtain these licenses within a reasonable time frame.

PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is frequently required to walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms.
- Specific vision abilities required by this job include close vision, ability to adjust focus, and the ability to sustain prolonged visual concentration.
- Requires the ability to operate, maneuver and/or provide simple but continuous adjustment on equipment, machinery and tools in the office and in the field including a computer, a truck, heavy equipment, GIS equipment, and other tools.
- Ability to coordinate eyes, hands, feet and limbs in performing slightly skilled movements such as typing and to operate various pieces of equipment.
- Ability to recognize and identify degrees of similarities and differences between characteristics of colors, shapes, textures and smells associated with job-related objects, materials and tasks.
- This position is sedentary some of the time, but much of the job requires physical activity including walking, standing, climbing, stooping, bending and twisting. When required, this position will perform the physical work of employees including shoveling snow. Ability to lift at least 50 pounds without assistance and 100 pounds with another person. Some tasks occasionally exceed these limits.

- Ability to work for long periods of time in emergency situations.
- Ability to work in potentially dangerous situations around moving traffic, with electricity and with chemicals

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The noise level in the work environment varies; in the office, the environment is moderately quiet, but in the field the environment can be loud.
- The ability to take work truck home after hours per the employee manual.
- Ability to work under variable conditions where there is occasional exposure to weather elements, chemicals, electrical lines (and problems). At other times, the environmental factors will be limited to things such as repetitive computer keyboard use, irate individuals and intimidation that may cause discomfort. Much of the position carries the risk of injury when safety protocols are not followed.

Hours of this position are generally 5:30am-2pm, hours can vary at the discretion of the Superintendent.

- Smart Cell phone issued to take phone calls at all times; during bad weather and other emergencies, position is required to work for long periods of time with minimal breaks or to report into work as needed.

Selection Guidelines, Reasonable Accommodations, and Receipt:

The selection process may include formal application, rating of qualifications and experience, oral interviews, reference checks, background examination, and job-related tests.

The above is intended to describe the general content of and requirements for the performance of this position. It is not to be construed as an exhaustive statement of duties, responsibilities, or requirements. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and applicant and is subject to change by the employer as the needs of the employer and requirements of the job change.

The Village of Germantown is an Equal Opportunity Employer. In compliance with state and federal law, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Applicant Signature

Date

Village of Germantown

Maintenance Shop Foreman Highways, Parks, Buildings and Grounds

Job Description

Position Title: Maintenance Shop Foreman Highways, Parks, Buildings and Grounds

Reports To: Superintendent of Highways, Parks, Buildings and Grounds

Employment Category: Full-Time

Department: Public Works

Pay Grade: 4

Job Summary:

The Maintenance Shop Foreman of Highways, Parks, Buildings and Grounds oversees the maintenance and upkeep of vehicles and equipment owned by the village. The Maintenance Shop Foreman assists the Superintendent in accomplishing department objectives. The Maintenance Shop Foreman works alongside shop staff as time warrants, in addition to supervising staff, overseeing projects, ordering parts and materials, maintaining inventory, account coding invoices, equipment specification and providing budgetary figures to the Superintendent. Additionally, the supervisory functions of this position can be required during unscheduled times for snow and ice control or other emergency situations.

Essential Duties and Responsibilities:

The following are the fundamental job duties and responsibilities. These are not to be construed as exclusive or all-inclusive; other duties may be required and assigned, as management deems necessary.

- Responds to calls and emails from sales representatives, vendors and village staff to answer questions, provide updates, schedule work and solve problems related to the village fleet.
- Inspects shop and work performed by subordinate staff for safety, efficiency and quality of operations
- Plans the work, orders parts and schedules projects for daily fleet maintenance tasks and staff.
- Evaluates, inspects and oversees village vehicles and equipment including trucks, vans,

cars, loaders, excavators, lifts, generators and other municipal equipment, scheduling repairs as necessary.

- Assists with supervision and operation of equipment during snow removal and ice operations.
- Maintains accurate inventory of vehicles and equipment owned by the village and their maintenance records.
- Provides direction to staff and assists in troubleshooting difficult problems.
- Addresses employee requests and concerns.
- Manages capital projects related to Village vehicles and equipment.
- Assists with budget process as needed, playing a key role in the specification and communication with vendors.
- Other duties as assigned.

Required Qualifications, Knowledge, Skills & Abilities:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Knowledge of best practices, materials, tools, and techniques used in vehicle and equipment maintenance.
- Understanding of best practices for vehicle and equipment maintenance.
- Ability to direct work and handle stressful and/or emergency situations.
- Ability to work with subordinate staff, department directors the public.
- Written and oral communication skills.
- An ASE certificate is preferred in any or all of the following: gasoline engine, diesel engine, drive train, brakes, suspension, steering or electrical systems.
- Complete set of hand tools to perform general maintenance is required.

Education and/or Experience

High school degree or equivalent. 5 years of supervisory experience in vehicle and equipment maintenance shop management. Municipal experience preferred. Understanding of snow and ice operations is preferred.

Language Skills

- Ability to effectively communicate both verbally and in writing.
- Ability to comprehend and interpret information including diagrams, schematics, budgets, and Village code.
- Ability to communicate in a manner to persuade, convince, and/or train others and to advise, interpret and apply policies, procedures and standards to specific situations.
- Ability to prepare a variety of documents including reports, budgeting documents, and personnel documents.
- Ability to establish good working relationships with all levels of staff and citizenry.

Mathematical Skills

- Ability to calculate percentages, fractions, decimals, volumes, ratios, present values, and spatial relationships.
- Ability to interpret basic descriptive statistical reports.
- Ability to read, understand and prepare program and department budgets.

Reasoning Ability

- Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory and/or judgmental criteria.
- Ability to work well under pressure and handle stressful situations, to organize work and set priorities, managing time and resources to meet deadlines and changing demands within the entire operation of department services, perform duties with a minimum of supervision.
- Ability to read and understand diagrams, schematics and service bulletins as necessary for the repair of vehicles and equipment.

Other Qualifications

- Working knowledge of Microsoft Office software and their applications.
- Ability to effectively meet and deal with the public.
- Ability to supervise full time and seasonal employees during stressful and/or emergency situations
- Ability to organize and prioritize a large number of projects at one time.
- Critical thinking
- Ability to perform the maintenance tasks of staff including shoveling and snow plowing
- Valid Wisconsin Commercial Driver's License or ability to obtain one

PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is frequently required to walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms.
- Specific vision abilities required by this job include close vision, ability to adjust focus, and the ability to sustain prolonged visual concentration.
- Requires the ability to operate, maneuver and/or provide simple but continuous adjustment on equipment, machinery and tools in the office and in the shop including a computer, a truck, heavy equipment, asset management equipment, and other tools.
- Ability to coordinate eyes, hands, feet and limbs in performing slightly skilled movements such as typing and to operate various pieces of equipment.
- Ability to recognize and identify degrees of similarities and differences between characteristics of colors, shapes and textures associated with job-related objects, materials and tasks.
- This position is sedentary some of the time, but much of the job requires physical activity including walking, standing, climbing, stooping, bending and twisting. When required, this position will perform the physical work of employees including shoveling snow. Ability to lift at least 90 pounds without assistance and 200 pounds with another person. Some tasks occasionally exceed these limits.
- Ability to work for long periods of time in emergency situations.
- Ability to work in potentially dangerous situations around moving traffic, with electricity and with chemicals.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The noise level in the work environment varies; in the office, the environment is moderately quiet, but in the field the environment can be loud.
- Ability to work under variable conditions where there is occasional exposure to weather elements, chemicals, electrical lines (and problems). At other times, the environmental factors will be limited to things such as repetitive computer keyboard use, irate individuals and

intimidation that may cause discomfort. Much of the position carries the risk of injury when safety protocols are not followed.

- Hours of this position are generally 7am-3pm, with cell phone issued for expected response 24/7; for vehicle and equipment maintenance, during bad weather and other emergencies, position is required to work for long periods of time with minimal breaks.

Selection Guidelines, Reasonable Accommodations, and Receipt:

The selection process may include formal application, rating of qualifications and experience, oral interviews, reference checks, background examination, and job-related tests.

The above is intended to describe the general content of and requirements for the performance of this position. It is not to be construed as an exhaustive statement of duties, responsibilities or requirements. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

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Applicant Signature

Date

WISCONSIN SURPLUS ONLINE AUCTIONS

2600 Hwy 78 South -- PO Box 113
Mount Horeb, WI 53572
608-437-2001 FEIN: 39-1982769
Sellers Permit/ Tax ID: 456-1028844448-04

11312

Khamis Mohamed

(718) 720-1919

(718) 720-1919

bayridgemotors03@aol.com

1869- Richmond Terrace, Staten Island, NY, 10310, United States

12142021-11312-77281

Dec 14, 2021

17737.50

#211438 - Village of Germantown - Wisconsin

PAYMENT DEADLINE: December 17, 2021

REMOVAL DEADLINE: December 21, 2021

LOCATION: N122W17177 W Fond Du Lac Ave, Germantown, WI 53022

CONTACT: Matt at 262-253-8257 or mkolbow@germantownwi.gov or Travis at 262-483-3265

Item	Description	Qty	Amount
85382 - 2016 Ford Explorer AWD 4-Door SUV - Police	2016 Ford Explorer AWD 4-Door SUV - Police Details: VIN: 1FM5K8AR3GGC73085 -- Miles: 118,225 -- Transmission: Automatic -- Engine: 3.7L -- Previously Registered as Police Provided Condition: Overall Condition: Good, Exterior Condition: Good, Interior Condition: Good, Engine Condition: Good, Torque converter slipped until fluid was changed, Drives good now, Missing half of rear seats Seller Inventory #: 85 Seller: Village of Germantown - <u>N122W17177 W Fond Du Lac Ave, Germantown, WI 53022</u> - Matt at 262-253-8257 or <u>mkolbow@germantownwi.gov</u> or Travis at 262-483-3265 - Please contact with questions and to schedule inspections or pickups - Appointments are required, no walk-ins. Mon.- Fri. 7am to 2pm - Click on lot number for more details & bigger pictures	1	7950.00
85383 - 2017 Ford Explorer AWD 4-Door SUV - Police	2017 Ford Explorer AWD 4-Door SUV - Police Details: VIN: 1FM5K8AR4HGD22795 -- Miles: 112,273 -- Transmission: Automatic -- Engine: 3.7L -- Previously Registered as Police Provided Condition: Overall Condition: Fair, Exterior Condition: Good, Interior Condition: Good, Engine Condition: Poor, Check engine light is on, Engine has misfire due to worn timing chain Seller Inventory #: 795 Seller: Village of Germantown - <u>N122W17177 W Fond Du Lac Ave, Germantown, WI 53022</u> - Matt at 262-253-8257 or <u>mkolbow@germantownwi.gov</u> or Travis at 262-483-3266 - Please contact with questions and to schedule inspections or pickups - Appointments are required, no walk-ins. Mon.- Fri. 7am to 2pm - Click on lot number for more details & bigger pictures	1	8175.00

Items: 2
 Bid Total: 16125.00
 Premium: 1612.50
 Sub Total: 17737.50
 Tax: 0.00

WISCONSIN SURPLUS ONLINE AUCTION

2600 Hwy 78 South -- PO Box 113
Mount Horeb, WI 53572
608-437-2001 FEIN: 39-1982769
Sellers Permit/ Tax ID: 456-1028844448-04

20468

travis lindner

608-697-0099

608-697-0099

608-586-6246

lindnergrain@maqs.net

n2878 2nd ave, oxford, WI, 53952, United States

12142021-20468-77282

Dec 14, 2021

5454.35

#211438 - Village of Germantown - Wisconsin

PAYMENT DEADLINE: December 17, 2021

REMOVAL DEADLINE: December 21, 2021

LOCATION: N122W17177 W Fond Du Lac Ave, Germantown, WI 53022

CONTACT: Matt at 262-253-8257 or mkolbow@germantownwi.gov or Travis at 262-483-3265

Item	Description	Qty	Amount
85384 - 2010 Ford Expedition XLT 4WD 4-Door SUV - Police	2010 Ford Expedition XLT 4WD 4-Door SUV - Police • Details: VIN: 1FMJU1G50AEB56927 -- Miles: 98,497 -- Transmission: Automatic -- Engine: 5.4L -- Previously Registered as Police • Provided Condition: Overall Condition: Fair, Exterior Condition: Fair, Interior Condition: Fair, Engine Condition: Good, Exhaust manifolds leak, Missing some rear seats • Seller Inventory #: 927 • Seller: Village of Germantown - <u>N122W17177 W Fond Du Lac Ave, Germantown, WI 53022</u> - Matt at 262-253-8257 or <u>mkolbow@germantownwi.gov</u> or Travis at 262-483-3267 - Please contact with questions and to schedule inspections or pickups - Appointments are required, no walk-ins. Mon.- Fri. 7am to 2pm • Click on lot number for more details & bigger pictures	1	4700.00

Items:	1
Bid Total:	4700.00
Premium:	470.00
Sub Total:	5170.00
Tax:	284.35
Total Invoice:	5454.35
Balance Due:	5454.35

Thank You for Bidding & Buying at www.WisconsinSurplus.com

BUSINESS OF THE General Government and Finance
GERMANTOWN, WI

MEETING DATE: 12/20/2021

AGENDA ITEM: New Business

ITEM TITLE: Fund Transfer

SUBMITTED BY: Chief Mike Snow

SUMMARY EXPLANATION:

We are requesting a budget amendment to transfer funds, in the amount of \$2243.50, to 10-521-530-5500; Vehicle Repair and Maintenance. These are funds from the auction of 3 police squads. The auction documents are attached.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

BOARD ACTION:



OFFICE OF THE VILLAGE CLERK / TREASURER

N112W17001 Mequon Road, PO Box 337

Germantown WI 53022-0337

Phone (262)250-4740

January 5, 2022

Mr. Flynn Woller
N112W21209 Mequon Road
Germantown WI 53022

bixenberg@gmail.com

OPERATOR (BARTENDER) LICENSE APPLICATION

Flynn Woller:

Your application for operator (bartender) license has been reviewed by the Police Department. The Police Department Captain has recommended denial of the issuance of the license due to your record, a 2006 Burglary conviction in Waukesha County. Under State Statute 125.04(5), no license or permit related to alcohol beverages may be issued under this chapter to any person who has habitually been a law offender or has been convicted of a felony unless the person has been duly pardoned.

Denial of your license is on the next Public Safety Agenda and Village Board Agenda. The next Public Safety Meeting will be on January 10th, 2022 at 5:30 p.m. and the Village Board meeting on January 17th is at 7 p.m. Both Meetings are held at the Germantown Village Hall, N112 W17001 Mequon Road. You have an opportunity to show cause as to why you should be issued a license.

Sincerely,
Deanna

Deanna Braunschweig
Village Clerk

**BUSINESS OF THE PUBLIC SAFETY COMMITTEE
AND VILLAGE BOARD GERMANTOWN, WI**

MEETING DATE: January 10th, 2022 & JANUARY 17, 2022

AGENDA ITEM: New Business

ITEM TITLE: New Hire

SUBMITTED BY: Chief Mike Snow

SUMMARY EXPLANATION:

Funds for one additional patrol officer were approved in the 2022 budget. We are requesting permission to start the hiring process; we will need to start a new eligibility list. Funds for this position will fall under account number 10-521-510-1130; Salaries – Officers.

*Salary/Entry Level Patrol Officer	\$62,645.86
------------------------------------	-------------

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

BOARD ACTION:

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

MEETING DATE: January 4th, 2021

AGENDA ITEM: New Business

ITEM TITLE: Patrol Truck Commitment

SUBMITTED BY: Scott Anderson: Highway, Parks, Building & Grounds Superintendent

SUMMARY EXPLANATION:

As part of the 2022 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 before becoming a spare. It is important for winter operations and the budget process that we as a community do our best to keep our current replacement cycle. Staff has recently been made aware that due to supply chain issues, we will not have a commitment from the dealership to provide us with a patrol truck in 2022. We also know that the budgetary figure they provided to us for 2022 is not enough to cover the cost of the vehicle as the manufacturer has recently implemented a “raw material surcharge”. If we carry-over the 2022 funding and purchase (2) trucks in 2023, a commitment from the village will have to be made at a point not yet determined by the Western Star manufacturer. We do know already that the commitment will need to take place in 2022 and before the 2023 budget is put together and approved by the Village Board. Please note that while we as a village would make the commitment to purchase in 2022, delivery and payment would not take place until mid – late 2023, long after our 2023 budget is approved. This process is defiantly not what we have been accustomed to when purchasing patrol trucks in the past. That said, making the commitment to purchase the vehicles when the manufacturer allows, will give us the best possibility to get both trucks in 2023 and stay on track with our replacement schedule.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

RECOMMENDATION:

Staff recommends making a commitment to purchase (2) Western Star patrol trucks from Truck County when the manufacturer allows orders to be taken some time in 2022. Staff also recommends the carry-over of 2022 funds and subsequent budgeting of the 2022 shortfall and 2023 purchase as part of the 2023 budget process.

COMMITTEE ACTION:

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

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

MEETING DATE: January 17th, 2021

AGENDA ITEM: New Business

ITEM TITLE: Patrol Truck Commitment

SUBMITTED BY: Scott Anderson: Highway, Parks, Building & Grounds Superintendent
Matthew Uselding; Budget Manager

SUMMARY EXPLANATION:

As part of the 2022 budget process, \$200,000.00 was added to the Highway Department capital budget for the replacement of a Highway Department patrol truck. Staff was made aware that due to supply chain issues, we will not have a commitment from the dealership to provide us with a patrol truck in 2022. We also know that the budgetary figure they provided to us for 2022 is not enough to cover the cost of the vehicle as the manufacturer has recently implemented a “raw material surcharge”. During the Public Works & Highway Committee meeting the Committee questioned the best way to budget for the additional patrol truck and maintain adequate equipment for the Department. Staff is recommending amending the 2022 Adopted Budget to include the price of both trucks for a total of \$460,000. These funds would be committed to Truck County with the intent to purchase the vehicles in 2023. We would not budget for a patrol truck in 2023. Funding for both patrol trucks would be provided in the 2023 bond issuance. Amending the 2022 Adopted Budget will not impact the levy in 2022 and will have a net positive impact on the 2023 levy as the Village will bond for these items in 2023 and the Village will maintain our equipment replacement cycle.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

RECOMMENDATION:

Staff is recommending amending the 2022 Adopted Budget to include the price of both trucks for a total of \$460,000 to commit to Truck County for the purchase of (2) Western Star patrol trucks.

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.

NEW BUSINESS:

OPERATOR'S LICENSES: Matthew Davis, Ciera DeVries, Haley DeGrace, Nicole Fraser, Priscilla Mews. [Recommended Approval]

Hoell advised there were no objections from the Police Department.

A motion was made by Myers, seconded by Warren, to forward the Operator License applications to Village Board with a recommendation of approval. Motion carried unanimously.

CONCORD ROAD – STOP SIGN PETITION: Jeremy Wilson Of N98 W16988 Concord Road advised that he and numerous other residents of the area of Concord and Nigbor were requesting new signage to change that intersection from a 2-way stop to a 4-way stop. He added a petition in support of this signage change had been signed by 73 residents. Mr. Wilson stated their reasons for this request were due to high traffic speeds, with drivers not paying attention to pedestrians, including children. Other residents speaking in favor of this petition were:

1. Fran Becker of N98 W16525 Concord who expressed her concerns with the traffic speeds and also wondered if a Slow, Children at Play sign would help
2. Scott Falter of N98 W16380 Concord noted that traffic traveling eastbound on Concord does not have to stop until Pilgrim Road, thereby able to increase speeds as they move along
3. Dan Lord of N99 W169121 Chick a Dee Ct. advised that there is vegetation and growth on the southwest corner of that intersection which makes it difficult to see traffic on Concord
4. Judy Lohman of N98 W16698 Concord stated that these traffic problems are not new and have been a concern for years
5. April Stolte of N98 W17100 Concord said she has concerns for children riding bikes on the road due to the traffic speeds

Discussion followed with Hoell advising that crash history for that intersection in the last five years showed one crash. He added that the speed board has been placed there with the speed display turned on. Warren commented that requests for stop signs need to be reviewed so they do not end up in places where they are not warranted. Warren said there is a process to follow with stop sign requests and the village engineer should be asked to review this request in more detail.

A motion was made by Myers, seconded by Warren, to forward this request to the engineering department and have them evaluate the intersection regarding the request for a 4-way stop at Concord and Nigbor. Myers also asked if the police department could have their CPA personnel do some traffic posts in that area, Hoell stated he would forward that request to them. Motion carried unanimously.

WASHINGTON COUNTY HUMANE SOCIETY – PROPOSED ANIMAL CONTROL AGREEMENT: Chris Cowles and Kay Amland with the Washington County Humane

Adm. Sec. Julie Barth

From: Adm. Sec. Julie Barth
Sent: Wednesday, September 18, 2019 10:43 AM
To: enitschke@village.germantown.wi.us
Subject: item from Public Safety
Attachments: 20190918103725588.pdf

Hi Eric,

Our last Public Safety meeting On 09/09/19 included a request from residents for a 4-way stop sign at Concord and Nigbor. Below is the excerpt from minutes and I am also attaching a copy of the petition. I'm not sure if anyone has already sent this on to you, if you can disregard.

CONCORD ROAD – STOP SIGN PETITION: *Jeremy Wilson Of N98 W16988 Concord Road advised that he and numerous other residents of the area of Concord and Nigbor were requesting new signage to change that intersection from a 2-way stop to a 4-way stop. He added a petition in support of this signage change had been signed by 73 residents. Mr. Wilson stated their reasons for this request were due to high traffic speeds, with drivers not paying attention to pedestrians, including children. Other residents speaking in favor of this petition were:*

- 1. Fran Becker of N98 W16525 Concord who expressed her concerns with the traffic speeds and also wondered if a Slow, Children at Play sign would help*
- 2. Scott Falter of N98 W16380 Concord noted that traffic traveling eastbound on Concord does not have to stop until Pilgrim Road, thereby able to increase speeds as they move along*
- 3. Dan Lord of N99 W169121 Chick a Dee Ct. advised that there is vegetation and growth on the southwest corner of that intersection which makes it difficult to see traffic on Concord*
- 4. Judy Lohman of N98 W16698 Concord stated that these traffic problems are not new and have been a concern for years*
- 5. April Stolte of N98 W17100 Concord said she has concerns for children riding bikes on the road due to the traffic speeds*

Discussion followed with Hoell advising that crash history for that intersection in the last five years showed one crash. He added that the speed board has been placed there with the speed display turned on. Warren commented that requests for stop signs need to be reviewed so they do not end up in places where they are not warranted. Warren said there is a process to follow with stop sign requests and the village engineer should be asked to review this request in more detail.

A motion was made by Myers, seconded by Warren, to forward this request to the engineering department and have them evaluate the intersection regarding the request for a 4-way stop at Concord and Nigbor. Myers also asked if the police department could have their CPA personnel do some traffic posts in that area, Hoell stated he would forward that request to them. Motion carried unanimously

Let me know if you have any questions. Thanks.

Julie L. Barth

Administrative Secretary
Germantown Police Department
PO Box 96
Germantown WI 53022
(262)253-7788
jbarth@germantownpolice.org

We, Jeremy and Cassandra Wilson from N98W16988 Concord Road, are the promoters of this petition which contains 73 signatures.

We, the neighbors on or surrounding Concord Road, petition the Village of Germantown to change the intersection of Concord Road and Nigbor Drive from a 2-way stop to a 4-way stop.

We believe a change is needed due to the high traffic speed witnessed on Concord Road. With Concord Road being a fairly long road with no stop signs, drivers tend to drive past the posted speed of 25 MPH. On several occasions we have witnessed children and other pedestrians almost get hit by speeding drivers who are paying little attention. Since sidewalks are not an option, people must walk/ride bikes on the sides of the road. A 4-way stop would force these drivers to slow down and stop. Please help us keep our community safe.

NAME (PRINTED)	ADDRESS	PHONE NUMBER	SIGNATURE
Elise Stalker	N98W17030 Concord Rd Germantown WI 53022	(414) 232-5126	Elise Stalker
Adam Stalker	N98W17030 Concord Rd Germantown WI 53022	414 915-9134	Adam Stalker
Sara Harms	N98W17195 Concord Germantown	262-224-2412	Sara Harms
Cara Meyer	N98W17071 Concord Rd Germantown WI 53022	414-303-8992	Cara Meyer
Travis Dodge	N98W16989 Concord Rd Germantown, WI 53022	414-308-7295	Travis Dodge
Amanda Dodge	N98W16989 Concord Rd Germantown, WI 53022	920-889-8440	Amanda J Dodge
Anna Peter	N98W16921 Concord	262-253-9148	Anna Peter
Dave Peter	N98W16921 Concord Rd	414-881-0313	Dave Peter
Matt McDonough	N98W16921 Concord	847-553-5888	Matt McDonough

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AUG 26 2019

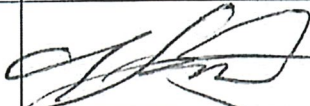
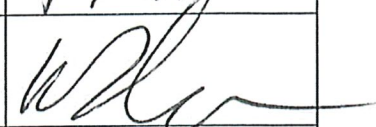
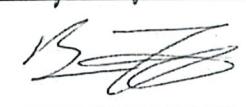
NAME (PRINTED)	ADDRESS	PHONE NUMBER	SIGNATURE
Tim Drinan	W169 N 9925 N1680R DR.	262-328-7803	Tim Drinan
Philip Weisbach	N99 W16843 Chick-a-dee Ct	262-250-2772	Philip Weisbach
AL BARB Hein	N 99 W16846 CHICKADEE CT	262-250-2483	Allen Hein
Dan Lorcl	N99 W16912 Chick A Dee Ct.	262.623.0752	Dan Lorcl
Stefanie Lord	N99 W16912 Chick A Dee Ct.	262-573-1290	Stefanie Lord
Susanna Kim	W169 N9987 Nigbor Dr	262-437-7345	Susanna Kim
Anna Pruefer	N99 W16917 Chick A Dee Ct.	630.700.6544	Anna Pruefer
Peter Pruefer	N99 W16917 Chick A Dee Ct	920-960-8444	Peter Pruefer
JASON Bruner Joan Francis	N98 W17031 CONCORD RD	269.993-1387	Jason Bruner
Jeff They	W169 N9761 Nigbor Dr.	262-251-5185	Jeff They
Nicole They	"	"	Nicole They
Monica Syvmd	W169 N9754 Nigbor Dr	262-352-8251	Monica Syvmd
Mark Erickson	W169 N9772 Nigbor Dr.	262-853-5045	Mark Erickson
Jill Farrington	N99 W16981 Chick A Dee Ct	262-293-3833	Jill Farrington
Juanita Davis	N99 W1037 Chick-a-dee Ct Gtown	262-894-9009	Juanita Davis

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NAME (PRINTED)	ADDRESS	PHONE NUMBER	SIGNATURE
Heidi Larson	N98W16851 Concord Rd German town, WI	414-940-2885	Heidi Larson
Rita Ward	N98 W16821 Concord Rd German town WI	414-651-7482	Rita Ward
NANCY MALKOWSKI	N98 W16777 Concord Rd GERMANTOWN, WI	262-251-9445	Nancy Malkowski
Mary Van Slett	N98 W16780 Concord Rd German town	262-327-2264	Mary Van Slett
Neal Van Slett	N98 W16780 Concord Rd German town	262-853-7037	Neal Van Slett
Mallory Smith	N98W16822 Concord Rd. German town	574-274-3964	Mallory Smith
Rob Larson	N98 W16851 CONCORD ROAD GERMANTOWN	262-255-0560	Rob Larson
Suzie Meyer	N98W16898 Concord Rd	262-255-8668	Suzie Meyer
Theresa Schroeder	N98W17132 Concord Rd	414-975-5676	Theresa Schroeder
STEVE SCHROEDER	N98 W17132 CONCORD RD	414-467-5067	Steve Schroeder
Mike Stolte	N98 W17100 Concord Rd	262-518-2002	Mike Stolte
April Stolte	N98 W17100 Concord Rd	262-385-4280	April Stolte
Rose Kuske	N98 W16948 Concord R.	290-7007 262-889	Rose Kuske
Duane Kuske	N98W16948 Concord Rd	414-534-5544	Duane Kuske
CATHERINE DRINAN	W169 N9925 N16130R DR	262-305-9303	Catherine Drinan

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NAME (PRINTED)	ADDRESS	PHONE NUMBER	SIGNATURE
JIM DAUSE	N99 W17037 CHICK-A-DEE	414-550-5784	James J. Dause
CHARLES SCHMIDT	N99 W17053 CHICKADEE CT	~~414~~ 262 251 6815	
Tracy Bent	N99 W17105 Chick A-Dee	414-333- 3260	T Bent
Wendy Anderson	N99 W17130 Chick-A-Dee Ct.	414-587- 1279	
Dean Neils	W170 N9931 Onde Ct	262- 689-2957	Dean Neils
Lilee Felipe		414 810-9310	Lilee Felipe
JUDY LOTHMANN	N98 W16698 Concord Rd	262-251- 6299	Judy Lohmann
Brian Fuller	N98 W16699 Concord Rd.	262-305- 1789	
Richard OTT	N98 W16671 Concord Rd	262 251 3196	Richard Ott
Elizabeth HAREBO	N98 W16575 Concord Rd	262 502 9367	Elizabeth Harebo
FRAN BECKER N98	N98 W16525 CONCORD RD	262-251-5136	Fran Becker
DAN BAUER	N98 W16497 Concord Rd.	262-255-5547	Dan Bauer
JOSEPH SCHMIDT	N98 W16471 CONCORD RD	262-255-0488	Joseph Schmidt
Amy Agbois	N98 W16431 Concord Rd	262-623-1295	Amy Agbois
MARCIA Fedel	W165 N9731 Chippewa Dr.	262-251-0900	Marcia Fedel

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NAME (PRINTED)	ADDRESS	PHONE NUMBER	SIGNATURE
Jane Wasiecki	W165N 9743 Chippewa	262-255-5514	Jane Wasiecki
Sarah Falter	N98W16380 Concord Rd	414 2335609	Sarah Falter
DANIELLE Nelson	N98W16470 CONCORD RD.	414-333-8601	Dan/Nelson
Barb Borkenlyn	N98W16602 Concord	414 9407041	Barb
Neal Borkenlyn	N98W16602 Concord	262-613-2981	Neal Bork
Jim Whalen	N98W16631 Concord Rd	262-255-0627	Jim Whalen
W. Durant	N98W16670 CONCORD RD	262-251-7841	W. DURANT
Susan Durant	N98W16670 Concord Rd	262-251-2841	Susan Durant
RICHARD BRICH	W169N9741 NIGBOR DRIVE	262-255-7437	Richard Brich
Matt Fyksen	N98W16599 Concord Rd	262 424 2488	Matt
Jenny Fyksen	N. 98W16599 Concord Rd. Germantown, WI	262-352-8349	Jenny Fyksen
Bill Humphrey	N98W16351 Concord Rd.	262-255-1781	William Humphrey
Sandy Schlee	N98W16324 Concord Rd	262-366-6304	Sandy Schlee
Rachel Ste...	N98W16295 Concord Rd	262-327-6670	Rachel Ste...
Rachel Ste...	N98W16295 Concord Rd	262-327-6670	Rachel Ste...

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AUG 26 2019

Once the decision has been made to install two-way stop control, the decision regarding the appropriate street to stop should be based on engineering judgment. In most cases, the street carrying the lowest volume of traffic should be stopped.

A STOP sign should not be installed on the major street unless justified by a traffic engineering study.

Support:

The following are considerations that might influence the decision regarding the appropriate street upon which to install a STOP sign where two streets with relatively equal volumes and/or characteristics intersect:

- A. Stopping the direction that conflicts the most with established pedestrian crossing activity or school walking routes;
- B. Stopping the direction that has obscured vision, dips, or bumps that already require drivers to use lower operating speeds;
- C. Stopping the direction that has the longest distance of uninterrupted flow approaching the intersection; and
- D. Stopping the direction that has the best sight distance to conflicting traffic.

The use of the STOP sign at highway-railroad grade crossings is described in Section 8B.08. The use of the STOP sign at highway-light rail transit grade crossings is described in Section 10C.04.

Section 2B.06 STOP Sign Placement

Standard:

The STOP sign shall be installed on the right side of the approach to which it applies. When the STOP sign is installed at this required location and the sign visibility is restricted, a Stop Ahead sign (see Section 2C.29) shall be installed in advance of the STOP sign.

The STOP sign shall be located as close as practical to the intersection it regulates, while optimizing its visibility to the road user it is intended to regulate.

STOP signs and YIELD signs shall not be mounted on the same post.

Guidance:

Other than a DO NOT ENTER sign, no sign should be mounted back-to-back with a STOP sign in a manner that obscures the shape of the STOP sign.

Support:

Section 2A.16 contains additional information about separate and combined mounting of other signs with STOP signs.

Guidance:

Stop lines, when used to supplement a STOP sign, should be located at the point where the road user should stop (see Section 3B.16).

If only one STOP sign is installed on an approach, the STOP sign should not be placed on the far side of the intersection.

Where two roads intersect at an acute angle, the STOP sign should be positioned at an angle, or shielded, so that the legend is out of view of traffic to which it does not apply.

Where there is a marked crosswalk at the intersection, the STOP sign should be installed in advance of the crosswalk line nearest to the approaching traffic.

Option:

At wide-throat intersections or where two or more approach lanes of traffic exist on the signed approach, observance of the stop control may be improved by the installation of an additional STOP sign on the left side of the road and/or the use of a stop line. At channelized intersections, the additional STOP sign may be effectively placed on a channelizing island.

Support:

Figure 2A-2 shows examples of some typical placements of STOP signs.

Section 2B.07 Multiway Stop Applications

Support:

Multiway stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multiway stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multiway stop control is used where the volume of traffic on the intersecting roads is approximately equal.

The restrictions on the use of STOP signs described in Section 2B.05 also apply to multiway stop applications.

Guidance:

The decision to install multiway stop control should be based on an engineering study.

The following criteria should be considered in the engineering study for a multiway STOP sign installation:

- A. Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- B. A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.
- C. Minimum volumes:
 - 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
 - 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
 - 3. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multiway stop control would improve traffic operational characteristics of the intersection.

Section 2B.08 YIELD Sign (R1-2)**Standard:**

The YIELD (R1-2) sign (see Figure 2B-1) shall be a downward-pointing equilateral triangle with a wide red border and the legend YIELD in red on a white background.

Support:

The YIELD sign assigns right-of-way to traffic on certain approaches to an intersection. Vehicles controlled by a YIELD sign need to slow down or stop when necessary to avoid interfering with conflicting traffic.

Section 2B.09 YIELD Sign Applications**Option:**

YIELD signs may be used instead of STOP signs if engineering judgment indicates that one or more of the following conditions exist:

- A. When the ability to see all potentially conflicting traffic is sufficient to allow a road user traveling at the posted speed, the 85th-percentile speed, or the statutory speed to pass through the intersection or to stop in a reasonably safe manner.
- B. If controlling a merge-type movement on the entering roadway where acceleration geometry and/or sight distance is not adequate for merging traffic operation.
- C. The second crossroad of a divided highway, where the median width at the intersection is 9 m (30 ft) or greater. In this case, a STOP sign may be installed at the entrance to the first roadway of a divided highway, and a YIELD sign may be installed at the entrance to the second roadway.
- D. An intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.

Standard:

A YIELD (R1-2) sign shall be used to assign right-of-way at the entrance to a roundabout intersection.

**BUSINESS OF THE PUBLIC SAFETY COMMITTEE
AND VILLAGE BOARD GERMANTOWN, WI**

MEETING DATE: January 10th, 2022 & JANUARY 17, 2022

AGENDA ITEM: Unfinished Business

ITEM TITLE: Traffic Concerns Concord/Nigbor

SUBMITTED BY: Chief Mike Snow

SUMMARY EXPLANATION:

The department has reviewed records back to 2020. The following are accidents that have occurred in that area.

The most recent accident was a bus accident that occurred at Concord and Mayflower Rd. This was the only accident that occurred in 2021.

20-12903, N98W17185 Concord Rd : Subject drove his grey 2011 Subaru Outback WI reg 933ZJE into the ditch causing damage while attempting to pass another vehicle.

20-19110, N98W17129 Concord Rd : Subject reported her mailbox was struck and damaged by a truck around 1:30pm, mirror left behind.

We will continue to monitor and increase patrols in that area. At this time there is little evidence that stop signs would offer any reduction of accidents at that location.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

BOARD ACTION:

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY

RESOLUTION NO. 03-2022

GERMANTOWN PROFESSIONAL POLICE ASSOCIATION
LOCAL 306 UNION COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the Village of Germantown Support Services Manager and Police Chief and Police Captain have been in negotiation with the Germantown Professional Police Association Local 306 Union and have come an agreement as attached for the terms of January 1, 2022 – December 31, 2024; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the attached Germantown Professional Police Association Local 306 Union Collective Bargaining Agreement as attached for the terms of January 1, 2022 – December 31, 2024.

Introduced by: _____

Adopted: _____

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

**TENTATIVE AGREEMENT
OF THE VILLAGE OF GERMANTOWN AND THE
GERMANTOWN PROFESSIONAL POLICE ASSOCIATION, LAW, LOCAL 306
FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT**

January 17, 2022

1. **Term.** January 1, 2022 – December 31, 2024

2. **ARTICLE IV – SALARIES**

Add to Section 4.04 –All newly hired employees shall be considered probationary for the first 18 months of their employment, excluding any time spent in recruit training. Employees sponsored by the Village of Germantown, to attend recruit school training shall receive between 75% and 100% of the starting pay until completion of recruit school training, with such percentage to be determined at the Village's discretion based upon the merits of the candidate.

3. **ARTICLE IX - HOLIDAYS.** Delete Section 9.01 and replace as follows:

Replace Section 9.01 – Designated Holidays:_The Village shall pay all employees covered by this Agreement, eight and one-half (8.5) hours' pay at the employer's regular straight time hourly rate for the following days designated as holidays:

New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day.

Section 9.02 – Holiday Compensation: Employees shall have the option of taking paid holidays as off time instead of cash. For each day taken (8.5 hours), employees will lose one (1) paid holiday. Any holiday time unused at year end or not approved to be taken off prior to yearend, shall be paid in cash on the December 10th paycheck.

Employees who wish to have time off in lieu of holiday pay shall submit a request to the shift commander for approval.

4. **ARTICLE XII - INSURANCE**

Add to Section 12.01 - Employees shall pay twelve percent (12%) of the monthly premium of the plan he/she chooses as long as Silver Status has been achieved in the Village's Wellness program by October 15th. If status has not been reached, premium will increase to 25%.

5. **ARTICLE XVI -PROMOTIONAL PROCEDURE**

Replace Section 16.01 – The Chief of Police and the Association President shall agree to meet prior to any promotion within the bargaining unit and agree to the proper promotional procedure.

Remove 16.02 through 16.05

6. **Wages.** Across the board change as follows:

January 1, 2022	1%
January 1, 2023	2.5%
January 1, 2024	2.5%

7. **Wage Schedule.** Effective for each new hire or promotion after the ratification date or January 1, 2022, whichever is earlier. Refer to attached Appendix A.

The Village reserves its rights to modify, amend, delete or add to its proposals at any time and for any reason during negotiations. All tentative agreements, if any are reached, remain subject to review by legal counsel, acceptance of the collective bargaining agreement as a whole by the Village Board and correction of any errors or omissions.

**BUSINESS OF THE GENERAL GOVERNMENT AND FINANCE COMMITTEE AND
THE VILLAGE BOARD OF
GERMANTOWN, WI**

MEETING DATE: January 17th, 2021

AGENDA ITEM: New Business

ITEM TITLE: Rescind Portion of Taxes, Resolution 04-2022 and Resolution 05-2022

SUBMITTED BY: Deanna Braunschweig

Resolution 04-2022, is to rescind a portion of real property taxes for The Reserve at Wrenwood as below and portions are then “charged back to the other taxing jurisdictions”.

“Due to the platting of that condominium development into multiple phases and having three amendments prior to January 1, 2021, it was understood that this parcel was designated as a future “expansion real estate” lot and not assigned a specific unit number within the condominium declaration and therefore the clubhouse building located there was given an assessment amount of \$200,000 (\$3,226.35 tax amount) for the 2021 assessment year. This assumption was based on the best information available at the time the assessment was made and that that parcel was not yet assigned to be a specific unit within the condominium development.

Upon further review of the declaration documents, it was discovered that this building had been correctly designated as a “common element” to all units (current and future) of this condominium development and therefore any value attributable to this building is to be divided equally between all units.

This situation is considered a palpable error in accordance with Wis. Stats. 74.33(1)(e) and can be corrected in two ways for the property owner. As you are aware the first way is via the Village rescinding the error amount and resulting tax difference through a resolution. The second way is for the assessor to place this error on the upcoming 2022 BOR agenda as a correction of errors by the assessor (Wis. Stats. 70.43) and the Village refunding the tax error amount shortly after said meeting.

Given the timing of tax bills just being issued my preference would be to have the Village rescind the amount via a resolution and the property owner paying only the corrected amount. Summary of the correction amount is as follows:

2021 Original:

Land: \$2,660,000

Improvement: \$200,000

Total: \$2,860,000

2021 Total Tax Bill Amount: \$47,045.11 (see attached tax bill)

Corrected 2021:

Land: \$2,660,000

Improvement: \$0

Total: \$2,660,000

New 2021 Total Tax Bill Amount: \$43,818.76 (would no longer be eligible for the First Dollar Credit of \$68.29)

Resolution 05-2022 is due to fact that the company moved out of the Village in 2020. This is a personal property item and would not be charged back to the other taxing jurisdictions.

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY
RESOLUTION NO. 04-2022**

**TO RESCIND A PORTION OF 2021 REAL PROPERTY TAXES GTNV 234-001-046,
THE RESERVE AT WRENWOOD**

WHEREAS, Real & Personal Property tax bills have been finalized and mailed for the 2021 tax year, and,

WHEREAS, a palpable error was made on parcel 234-001-046 which resulted in an improvement value of \$200,000 rather than \$0, and

WHEREAS, Pursuant to S.70.74, S.74.33 or 75.25(2), Wisconsin Statutes., the Village Board may refund or rescind in whole or in part any general property tax shown on the tax roll if a palpable error has occurred, and

NOW THEREFORE the Village Board of the Village of Germantown, Washington County, Wisconsin, resolves as follows:

That the 2021 Real Property roll be rescinded by \$3,226.35 on the above referenced parcel and that said amount be charged back to each taxing jurisdiction pursuant to S. 74.41 WI Stats, and refunded to the property owner as soon as their taxes are paid in full.

Introduced by: _____

Adopted: January 17, 2022

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC Village Clerk

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY
RESOLUTION NO. 05-2022**

**TO RESCIND A PORTION OF 2021 PERSONAL PROPERTY TAXES
GTNV PB 344-001-93**

WHEREAS, Real & Personal Property tax bills have been finalized and mailed for the 2021 tax year, and,

WHEREAS, a palpable error was made on parcel PB 344-001-93 which resulted in an improvement value of \$6,200 rather than \$0, and

WHEREAS, Pursuant to S.70.74, S.74.33 or 75.25(2), Wisconsin Statutes., the Village Board may refund or rescind in whole or in part any general property tax shown on the tax roll if a palpable error has occurred, and

NOW THEREFORE the Village Board of the Village of Germantown, Washington County, Wisconsin, resolves as follows:

That the 2021 Personal Property roll be rescinded by \$102.14 on the above referenced parcel.

Introduced by: _____

Adopted: January 17, 2022

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC Village Clerk

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 06-2022

ESTABLISHING AN INDEPENDENCE DAY COMMITTEE

WHEREAS, The Village is thankful for the years of organizing, planning, and dedication by Lynn Grgrich and the Kiwanis and other entities and individuals that have shown support of the Country's Independence Day Village Celebrations; and,

WHEREAS, it is known that a Committee of Community Minded Individuals, Organizations, and Businesses are needed to continue the legacy of the Independence Day Celebratory Events; and,

WHEREAS, the designated individuals are to be appointed by the Village President and confirmed by the Village Board; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby create an Independence Day Committee with the designated individuals to be appointed by the Village President and confirmed by the Village Board.

Introduced by: _____

Adopted: January 17, 2022

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC
Village Clerk / Treasurer