VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING:	**REGULAR MEETING OF THE VILLAGE BOARD**
DATE AND TIME:	**MONDAY, FEBRUARY 7, 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 #: 2554 801 2888 Password: geTnvym5u29 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=m12f80af90e256f4f7d9366267840c350
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, February 7.*

VII. CONSENT AGENDA:

A. Approval of Minutes January 17, 2022 and January 27, 2022, Meeting.

B. Accounts payable/payroll:

1.	January 9, 2022	Payroll	$	240,824.42
2.	January 13, 2022	Tax Refunds	$	154,558.94
3.	January 20, 2022	Tax Refunds	$	22,172.11
4.	January 21, 2022	Accounts Payable	$	5,924.67
5.	January 28, 2022	Accounts Payable	$	111,973.90
6.	January 29, 2022	Accounts Payable	$	336,601.56
7.	February 1, 2022	Payroll	$	255,965.59
8.	February 2, 2022	Accounts Payable	$	3,075.81
9.	February 4, 2022	Accounts Payable	$	282,382.98
10.	February 5, 2022	Accounts Payable	$	10,688.31

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

C. Starlite Water Tower Buckthorn removal project Phases 3 & 4, in an amount not to exceed $25,000.

D. Tar and Mastic Purchase of Crafco Asphalt Rubber Plus and Crafco Mastic One, from Sherwin Industries in an amount not to exceed $30,507.75.

E. 2022 Center and Edge Line Striping from Washington County in an amount not to exceed $50,000.

F. GIS Tree Inventory Project in an amount not to exceed $22,000.

G. Change Order #1 – Install Water Main Booster Station Site, in an amount not to exceed, $27,000.

H. Well #12 Payment, not to exceed $79,379.81.

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

I. Fire Department Battalion Chief Salary.

VIII. UNFINISHED BUSINESS

A. Resolution 07-2022, Jurisdictional Transfer – County Trunk Highway F (Freistadt Road) & Wausaukee Rd.

IX. PUBLIC HEARINGS:

A. None.

X. NEW BUSINESS:

A. Certified Survey Map to reconfigure existing parcel boundaries for the Florian, N111 W18611 Mequon Road and Country Inn & Suites, W188 N11020 Maple Road. Ryan Rahl, agent for Apex Hotel Investments, LLC and Willow View Investments, LLC, property owners.

B. Certified Survey Map to modify lot lines for Robert and Rhoda Hoeft, property owners of W199 N11525 Rosewood Avenue and Lot 7 Oakview Avenue in Woodland Manor Subdivision.

C. 08-2022 Resolution Amendment to the Neviaser Planned Development District (Res. No. 19-16), Odyssey Hotel Group, LLC, agent and property owner of the Holiday Inn Express, W177 N9675 Riversbend Lane for 26 room hotel expansion and renovation.

D. Appointments to the Independence Day Committee.

E. Village Board 2022 Goals.

F. Employee Manual.

G. KOA Hills - Utility Data Conversion.

H. 24-hour vehicle use for the Water Utility Foreman position.

I. Acquisition of N116 W15843 Main Street. 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.

J. Acquisition of Property in the Area of the Intersection of Donges Bay and Wausaukee.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. 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; and,

L. Administrator Performance Objectives. 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 21, 2022, at 7:00 p.m.

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

VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
January 17, 2022

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, Pieper, and Neureuther. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Director Ratayczak, Chief Snow, Superintendent Zimmerman, Superintendent Haugen, and Superintendent Anderson.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

Upcoming Listening Session in regards to Extending Sewer and Water Services into Richfield will be held on January 27th at the School Performing Arts Center.

The Village Administrator commented on the Briggs and Stratton rumors. There was a news report on the Briggs and Stratton ending operations on Holy Hill Road. This has been in process for sometime as Briggs and Stratton declared Chapter 11. The timing of the report is due to a report that is to be filed with the State. Briggs and Stratton leases the building from Zilber. The facility is a very large difficult to find industrial facility in a very good location.
The building was purchased from Zilber at 50% over assessed value. The new occupant will be found quickly. Three new developers are going ahead with plans.

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:

Trustee Jan Miller commented that there is a Germantown Library Community Survey Available through Monday, February 7th. A paper survey is also available. Asking for the community participation.

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

A. ARPA Funding: Listening Session.

President Wolter read an email submitted by Danny Ho of Windsong Circle East. He commented on the ARPA funding to be used for the Germantown Community Library, expansion of a second floor and outside space. He commented in support of the library.

President Wolter read an email submitted by Darlene Vosen of Old Farm Road. She commented on the use of the ARPA funding to be used for the Germantown Community Library, expansion of a second floor and outside space. She commented in support of the library.

President Wolter read an email submitted by Catherine Plank of Carriage Avenue. She commented on the use of the ARPA funding to be used for the Germantown Community Library, expansion of a second floor. She commented in support of the library.

Krista Potratz, President of the Mom's Club of Germantown and on the Library Board. She reads to her children. The Mom's Club started an initiative for the Children's Area of the Library. The Library is a central place for families of young children and the library can be used for all people. She commented in support of the Germantown Community Library and the use of the ARPA funds for the Library.

Katie Fedel of Stoneridge Drive came forward, she commented in support of the Germantown Community Library and use of the ARPA funds for the Library to establish the library as a destination library.

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.

Motion (Myers/R. Miller) to approve consent agenda items, A-U, except for items Q, R, and T. Tr. Pieper requested to pull items Q, R, and T. Roll Call Vote carried unanimously.

Item Q and R: Motion (Baum/Kaminski) to approve consent agenda items Q & R. Discussion ensued, of Job Description Updates – Water Utility Foreman Designated Operator. Tr. Pieper questioned the item. Discussion ensued that this is a current employee and promoting the roll and placing as an exempt position. This is based on current job responsibilities with a salary increase for succession planning. This is the same details as Job Description Updates – Maintenance Shop Foreman. Roll call voted carried. Pieper voted no.

Item T. Approval of Bartender License Application – Flynn Woller, originally recommended Denial. Discussion ensued of the process. Motion (Baum/Hudson) to approve the bartender license application – Flynn Woller. Motion carried unanimously.

UNFINISHED BUSINESS:

A. None.

PUBLIC HEARING:

A. None.

NEW BUSINESS:

A. Patrol Truck Commitment with Truck Country.

Street Superintendent Anderson came to the podium. He commented that due to supply issues, staff is requesting to commit to an additional truck chasis when they become available. If we carry-over the 2022 funding and purchase (2) trucks in 2023, a commitment from the village will have to be made. There will be an increase from Burke Truck and equipment. This would be the amendment of the 2022 budget and then not budget for a truck in 2023. This will be a bonding issue and will reduce the 2022 borrowing and borrow for both in 2023.
There is one truck in the 2022 budget. The 2022 budget will be amended and 2023 borrowing will include the borrowing of both trucks. This is planning to agree to borrow 460,000. Discussion ensued of the need for a second truck and designating for an additional truck. Discussion ensued that we only order what is in the budget authority.

Motion (Myers/Hudson) to approve the purchase of both trucks; the 2022 budget will be amended for the purchase of two trucks and then plan to borrow in 2023 for both trucks. Order two trucks in 2022 and borrow for both trucks in 2023 and receive the trucks in 2023. Discussion ensued of the need for a second truck and designating for an additional truck. Roll Call Vote Carried. Neureuther and Wolter voted no.

B. Concord Road Stop Sign.

Chief Snow commented that this came before Public Safety and reported on past accidents in that area.

Motion (Baum/Hudson) to install the stop signs as presented.

Jeremy Wilson of Concord Road came forward to the podium. He gave history of the item. There are several kids in this area. The area has become a speed area. The kids are walking in the street. He referenced the signed petition.

Village Administrator reported that staff hears the concerns and this is something that needs to be looked at and look at it from a traffic engineering point. Discussion to address the speed the most effectively.

Discussion ensued of the history of the petition was commented on and the stop signs in place.

Discussion ensued of a speed detection board.

Discussion ensued that a four-way stop may give a false sense of security. Is it the speed or people not paying attention to their driving?

Amendment Motion (R. Miller/Kaminski) to send the item back to public works for further investigation. Motion carried.
Motion as amended (J. Miller/Hudson) sixty days, time-frame to report back to Public Works. Motion carried.
Motion as amended carried. Myers, J. Miller, and Hudson voted no.

C. Resolution 03-2022, Germantown Professional Police Association Local 306 Contract.

Motion (Myers/Baum) to approve Resolution 03-2022, Germantown Professional Police Association Local 306 Contract. Roll Call Vote carried unanimously.

D. Resolution 04 – 2022, Rescind a Portion of 2021 Real Property Taxes GTNV 234-001-046, The Reserve at Wrenwood.

Motion (Kaminski/R. Miller) to approve Resolution 04 – 2022, Rescind a Portion of 2021 Real Property Taxes GTNV 234-001-046, The Reserve at Wrenwood. Motion carried unanimously.

E. Resolution 05-2022, Rescind a Portion of 2021 Personal Property Taxes GTNV PB 344-001-93.

Motion (Pieper/Baum) to approve Resolution 05-2022, Rescind a Portion of 2021 Personal Property Taxes GTNV PB 344-001-93. Motion carried unanimously.

F. Resolution 06-2022, Establishing an Independence Day Committee.

Motion (Pieper/J. Miller) to approve Resolution 06-2022, Establishing an Independence Day Committee. Trustees J. Miller, Myers, and Hudson volunteer to assist. Motion carried unanimously.

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.

Motion (Pieper/Hudson) to Convene into closed session for item G and H at 8:50 p.m. and to include the Village Board, Village Administrator, Director Retzlaff, Director Ratayczak, Superintendent Zimmerman, and Superintendent Haugan. Item H to include Village Attorney Village Administrator and Roll Call Vote for each item Carried Unanimously.

ADJOURNMENT.
ADJOURNMENT: There being no further business, the meeting adjourned at 10:30 p.m.

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.

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

VILLAGE OF GERMANTOWN
VILLAGE OF RICHFIELD
JOINT LISTING SESSION
VILLAGE BOARD MEETING MINUTES
January 27, 2022

CALL TO ORDER: The meeting was called to order at 7:00 p.m. by Clerk Braunschweig.
President Wolter was absent excused.
MOTION (Myers/R. Miller) to nominate Tr. David Baum as ProTem. Motion Carried Unanimously.

ROLL CALL: Present: Trustees Baum, Hudson, J. Miller, R. Miller, Myers, Pieper, and Neureuther. Absent Excused: President Wolter, and Kaminski. Also present: Administrator Kreklow, Clerk Treasurer Braunschweig, Attorney Sajdak, Director Ratayczak, Chief Snow, Superintendent Zimmerman, Superintendent Haugen, and Superintendent Anderson.

Present: Village of Richfield: Village of Richfield President, John Jeffords.
Village of Richfield Board of Trustees: Dan Neu, Tom Wolff, Rock Brandner, Bill Collins.
Village of Richfield Administrator Jim Healy.

PLEDGE OF ALLEGIANCE:

INFORMATIONAL PRESENTATION OF THE VILLAGE OF GERMANTOWN PROVIDING SEWER AND WATER TO THE VILLAGE OF RICHFIELD'S NORTHEAST CORRIDOR.

Village of Germantown Administrator Kreklow reported on the request from the Village of Richfield and the discussions of an intergovernmental agreement. This listening session was scheduled for transparency.

The Village of Richfield is tentatively planning to take action in February and Germantown is tentatively planning to take action in March.

Christian Tscheschloc of the Washington County Economic Development Washington County gave an informational presentation of the Village of Germantown providing sewer and water to the Village of Richfield's Northeast Corridor.

He commented on two governments coming together prior to action. He came forward to present analysis.

There has been a shift of business parks competing on the availability of workforce and talent of workforce. He commented on commuting of workforce. There is a concentration of commuters for jobs in the area. -The center of gravity for commuters is shifting to the area and a trend for skilled talent for manufacturing.

Both communities have an opportunity to manage development.

Christian reported on the recent vacant Zilber property, due to the low inventory, this is an opportunity for an additional use for that property.

Supply chain issues, need to be more diverse in development activity. It is here and needs to be managed. Developers such as Hillwood are very critical.

Hillwood has shown interest in this area. This is a former Ross Perot company.
Hillwood will drive international and national interest.

This is collaboration between two Villages. Unique situation. Richfield's development is limited and has completed their comprehensive plan. Opportunity to share services such as utilizing the water / sewer that already exists.

This is a unique situation because the Village of Richfield is not a competitor but a partner. His discussion included the development of the I-41 corridor and to keeps the center of gravity on the Village of Germantown.

CITIZEN INPUT/PUBLIC APPEARANCE
VILLAGE BOARDS TO RECEIVE INFORMATION AND COMMENTS FROM THE PUBLIC. NO FORMAL ACTION TO BE TAKEN. LISTENING SESSION ONLY:

Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. (15 minutes) Written Public Comments should be directed to comments@village.germantown.wi.us, by 4 p.m. on Thursday, January 27th.

Administrator Kreklow gave instructions that there are comment cards at the table if residents would like to use them. The information will be reported at the respect boards and on-line.

- Don Kriefall.of the Village of Richfield came forward. He commended both boards on working together. Important to manage growth as it is coming. The progress is coming and need to manage it. By keeping the growth in the corridor, this manages the infrastructure.

- Bill Wetterau, of the Village of Germantown came forward. He would like more detailed information. He had concerns of the sewer lines becoming overloaded. He reported on past history from the 70s and asked the Village of Richfield to assist with the development on the Holy Hill Road. Again, approached the Village of Richfield in the 90s.

- Discussion ensued that there can be development at the north end of town without overloading the sewer lines.

- Bob Sauderburg of the Village of Germantown came forward. He would like more details such as the actual fees the Village of Germantown will charge the Village of Richfield. He commented on a TID.

- Additional details and meetings are yet to come. The purpose of this evening is to listen to public comment and questions.

- Shawn Murphy of the Village of Germantown came forward. He commented with questions on the well . The well is not deep as expected to go. There was a monitor on his well. His well dropped eight feet.
- The recovery period of the well was monitored and the time it took to recover was monitored.

- Shawn commented on concern of neighboring wells.

- Jamie Ludovic, of the Village of Richfield came forward. She was speaking on behalf of County Executive Josh Schoemann's Office. She commented on growth in the communities and the ability to manage that growth. This is a county issue not just Village of Germantown / Village of Richfield issue.The partnership allows leverage of the rising utility costs.
- Betsy Village of Germantown. Woodlawn Drive came forward. She commented on Goldendale Road. Major accidents on Goldendale Road. She questioned the safety and traffic and increase of traffic. Her father is a local farmer and his well significantly drained. Wants information on the wells. She does not believe this is a good idea.

  Holy Hill will be expanded and construction will start this summer, this includes four lanes and stop light on Holy Hills and Goldendale. DOT is reviewing the interchange and considering to expand for the additional traffic.

  Joseph Mosgaller of the Village of Richfield, Pleasant Hill Road came forward. He questioned who pays for the sewer and water when it goes through your property. He questioned how much it costs.

  Erin of Germantown came forward. He spoke of the water utility increase and questioned why the big increase. He spoke of the services needed to maintain the system and how much is coming from the Village of Richfield.

  Tom Barney of the Village of Germantown came forward. He commented that this is premature to get opinions without a good number of how affecting residents.

  Brian G. of the Village of the Richfield came forward. He commented In favor of intergovernmental agreements. It would be prudent to understand the intended development. He questioned if the corridor restricted to businesses that would not have impact on the water / sewer. Are there restrictions in the development corridor?

  Doug M. of the Village of the Richfield came forward. He commented that this is very preliminary as there are so many questions. He questioned what is the benefit and a TIF district is a big step. Richfield to hire a consultant.

  Bill and Carol Schneider sent an email of comments for Richfield to pay for the service.
  Tyler Bort sent an email of comment that the deal should not move forward.

  There was a question of bringing the item to a referendum.

Tr. Baum / Chair Pro Tem commented in summary, there are no formal agreements, there is a memorandum of understanding. Looking for information from the public. The Boards are looking for a public forum to hear from public. There is more information to come.

Adjourned at 7:25 p.m.

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

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

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

MEETING DATE: Tuesday, February 1st, 2022 and February 7th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Follow up request of the PWC for the Starlite Water Tower Buckthorn removal project Phases 3 & 4

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION: The PWC requested that I come back with further information to clarify the available funding in the Water Utility account balance. The request is due to the nonbudget amount for Phases 3 & 4 of the Buckthorn removal project. We are estimating a cost of $25,000.00 for these last two phases which consist of regrading, topsoil, and mulch along with replanting trees. In the approved budget under account #50-742-530-6710 Maint. of Structures and Imp. there is a $30,000.00 balance. There are also funds in account #50-742-530-6720 Maint. of Distribution Reservoirs in the amount of $680,000.00.

See attached for completion photos of phase 1 & 2.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __X___

RECOMMENDATION: Staff recommends authority to finish phases 3 & 4 of the Starlite Water tower buckthorn removal for replanting and restoration in the amount of $25,000.00 from account #50-742-530-6720.

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 & VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: Tuesday, February 1st, 2022 and February 7th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Tar & Mastic Purchase

SUBMITTED BY: Scott Anderson: Highways, Parks, Buildings & Grounds Superintendent

SUMMARY EXPLANATION:
Each year staff performs crack sealing on village roadways as needed to improve longevity by minimizing water intrusion in cracks. As part of the 2022 Highway Department maintenance budget funds were added for the purchase of asphalt sealant and mastic. The product is purchased locally through Sherwin Industries Inc. and the cost is listed below for review.

Crafco Asphalt Rubber Plus:	$13,191.75
Crafco Mastic One:	$17,316.00
Total cost:	$30,507.75

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __X___

RECOMMENDATION: Staff recommends the purchase of Crafco Asphalt Rubber Plus and Crafco Mastic One in the amount of $30,507.75. If approved, funds shall be allocated from Highway Department general ledger account: 10-542-530-3500.

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 & VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: Tuesday, February 1st, 2022 and February 7th, 2022

AGENDA ITEM: New Business

ITEM TITLE: 2022 Center and Edge-line Striping

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

SUMMARY EXPLANATION: Annually the village performs center and edge-line striping on main throughfares throughout the village. Historically the village completes this work by contracting with Washington County as the village does not own the necessary equipment to complete the task. This season the cost from Washington County is estimated to be around $1100.00 per mile of painting. This year we intend to paint approximately 45 miles of roadway.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __X___

RECOMMENDATION: Staff recommends contracting with Washington County to paint center and edge-line striping as needed on village throughfares. If approved the approximate amount of $50,000.00 shall be allocated from Highway Department general ledger account: 10-542-530-3540.

COMMITTEE ACTION:

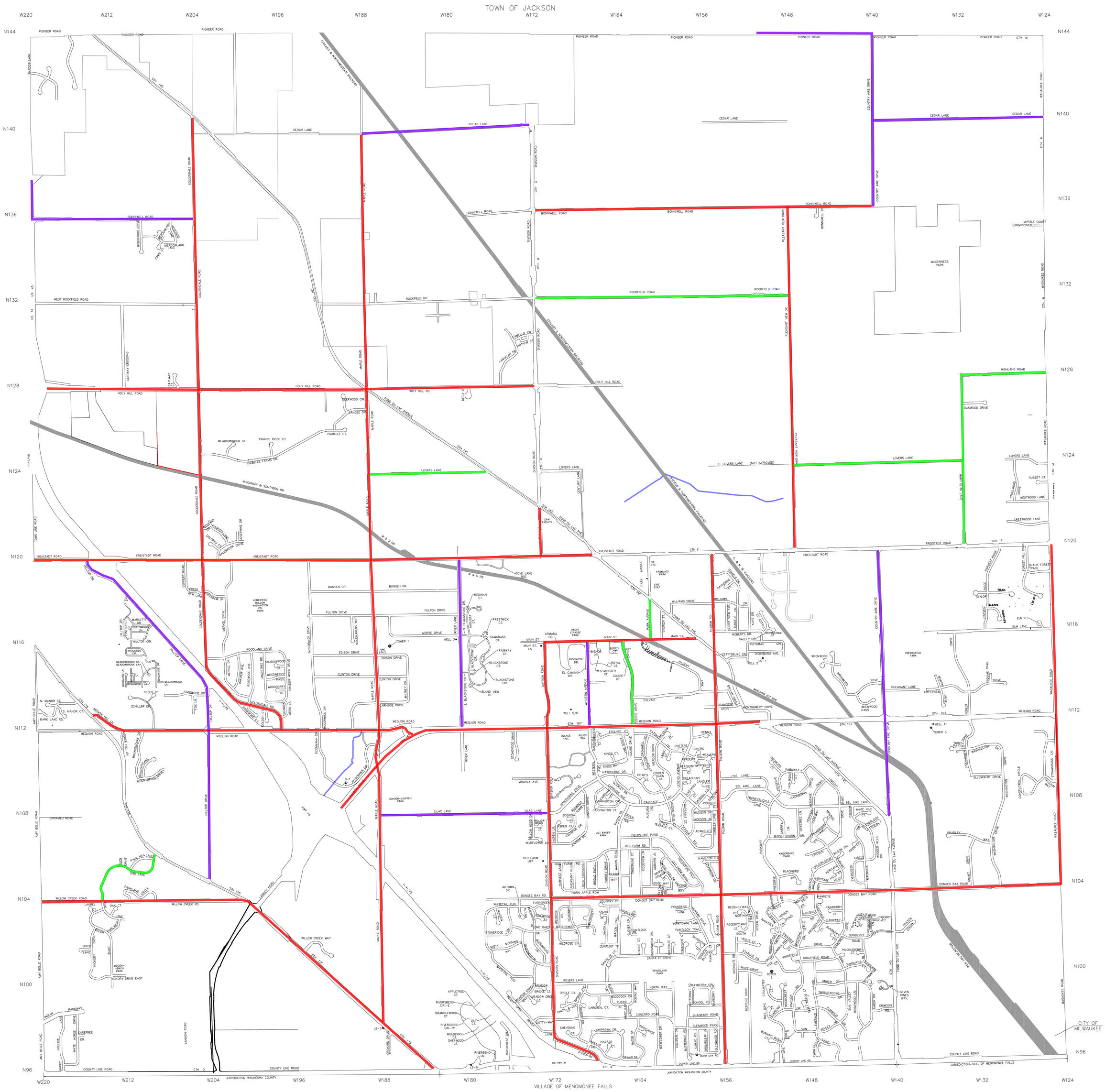
Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

EVEN YEAR

STREET NAME	LOCATION DESCRIPTION	CENTER	EDGE	LENGTH
FREISTADT ROAD	145 TO TOWN LINE RD	Y	Y	3.5
HOLY HILL ROAD	41/45 TO DIVISION	Y	Y	3
MAIN STREET	145 TO DIVISION	Y	Y	1
PILGRIM ROAD	145 TO COUNTY LINE	Y	Y	2.5
MEQUON ROAD (HWY 167)	MONGOMERY TO 41/45	Y	Y	4.25
MAPLE ROAD	APPLETON TO CEDAR	Y	Y	5.25
WASAUKEE ROAD	FREISTADT TO TRILLIIUM WAY	Y	Y	1
GOLDENDALE ROAD	145 TO MEQUON	Y	Y	3.5
APPLETON AVENUE	COUNTY LINE TO LANNON	Y	Y	1.5
WILLOW CREEK ROAD	175 TO AMY BELLE	Y	Y	1
DONGES BAY ROAD	WASAUKEE TO DIVISION	Y	Y	3
BONNIWELL ROAD	DIVISION TO COUNTRY AIRE	Y	Y	2
MEQUON ROAD	175 TO MAPLE	Y	Y	2
DIVISION ROAD	MAIN TO COUNTY LINE	Y	Y	2.5
DIVISION ROAD	FREISTADT TO 145	Y	Y	0.25
PLEASANT VIEW DRIVE	FREISTADT TO BONNIWELL	Y	Y	2
LOVERS LANE	PLEASANT VIEW TO MARY BUTH	Y	Y	1
MARY BUTH LANE	FREISTADT TO HIGHLAND	Y	Y	1
OAK LANE	175 TO WILLOW CREEK	Y	Y	1
SQUIRE DRIVE	MEQUON TO MAIN STREET	Y	N	0.5
HIGHLAND ROAD	MARY BUTH TO WASAUKEE	Y	Y	0.5
ROCKFIELD ROAD	DIVISION TO PLESANT VIEW	Y	Y	1.5
LOVERS LANE	MAPLE TO 145	Y	Y	0.75
PARK AVENUE	145 TO MAIN	Y	N	0.25
TOTAL				***44.75***
	TOTAL COST:	**$49,225.00**		

ODD YEAR

STREET NAME	LOCATION/DESCRIPTION	CENTER	EDGE	LENGTH
FREISTADT ROAD	145 TO TOWN LINE RD	Y	Y	3.5
HOLY HILL ROAD	41/45 TO DIVISION	Y	Y	3
MAIN STREET	145 TO DIVISION	Y	Y	1
PILGRIM ROAD	145 TO COUNTY LINE	Y	Y	2.5
MEQUON ROAD (HWY 167)	MONGOMERY TO 41/45	Y	Y	4.25
MAPLE ROAD	APPLETON TO CEDAR	Y	Y	5.25
WASAUKEE ROAD	FREISTADT TO TRILLIIUM WAY	Y	Y	1
GOLDENDALE ROAD	145 TO MEQUON	Y	Y	3.5
APPLETON AVENUE	COUNTY LINE TO LANNON	Y	Y	1.5
WILLOW CREEK ROAD	175 TO AMY BELLE	Y	Y	1
DONGES BAY ROAD	WASAUKEE TO DIVISION	Y	Y	3
BONNIWELL ROAD	DIVISION TO COUNTRY AIRE	Y	Y	2
MEQUON ROAD	175 TO MAPLE	Y	Y	2
DIVISION ROAD	MAIN TO COUNTY LINE	Y	Y	2.5
DIVISION ROAD	FREISTADT TO 145	Y	Y	0.25
PLEASANT VIEW DRIVE	FREISTADT TO BONNIWELL	Y	Y	2
PIONEER ROAD	COUNTRY AIRE TO JURISDICTION	Y	Y	1
CEDAR LANE	MAPLE TO DIVISION	Y	Y	1.25
HILLTOP DRIVE	175 TO FREISTADT	Y	Y	2
COUNTRY AIRE DRIVE	PIONEER TO BONNIWELL	Y	Y	1
COUNTRY AIRE DRIVE	FREISTADT TO MEQUON	Y	Y	1
RIVER LANE	FREISTADT TO (S) OF MEQUON	Y	Y	1
WESTERN AVENUE	MAIN TO MEQUON	Y	Y	0.5
LILAC LANE	MAPLE TO DIVISION	Y	Y	1
CEDAR LANE	COUNTRY AIRE TO WASUAKEE	Y	Y	1
BONNIWELL ROAD	SHADOW BRIDGE TO GOLDENDALE	Y	Y	1
TOTAL				***49***
	TOTAL COST:	**$53,900.00**		



Every Year

Odd Year

Even Year

County Striping Map

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

MEETING DATE: Tuesday, February 1st, 2022 and February 7th, 2022

AGENDA ITEM: New Business

ITEM TITLE: GIS Tree Inventory Project

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

SUMMARY EXPLANATION: Staff included $22,000.00 as part of the 2022 Highway Department budget for the GIS tree layer inventory update. This project was part of the DNR Urban Forestry Grant awarded to the village late last year. Once completed, the grant has a reimbursement of 50% or $11,000.00. Each year Wachtel Tree Science is approved to provide Forestry related services to the village as needed. Wachtel is an authorized user of our GIS system through Ruekert & Mielke. Wachtel also completes most of the updates within the GIS system tree layer as requested by village staff or associated with projects such as Emerald Ash Borer treatment, annual planting program or tree removal projects. Because the village contracts with Wachtel annually to provide forestry related services, and because they have a wealth of knowledge in using our current GIS tree layer, staff recommends Wachtel to complete the GIS tree layer update.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __X___

RECOMMENDATION: Staff recommends using Wachtel Tree Science to complete the GIS tree layer update. If approved, funds shall be allocated from Highway Department general ledger account: 10-542-530-4200 in an amount not to exceed $22,000.00.

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 & VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: February 1, 2022 and February 7th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Change Order #1 - Install Water Main at Booster Station Site

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

SUMMARY EXPLANATION: The remaining water main extended into the Booster Station Building was to be bid with the Building Bid. The previous Booster Station bid included this water main extension (but the bid was rejected due to over budget in 2020). That bid included a water main at $41,000.00. An RFP was taken from the contractor performing the sanitary/water main extensions on Holy Hill Rd. That bid was $27,300.00. It is estimated that the Bid of $41,000.00 received in 2020 would have increased to near $50,000.00 with the increase in materials and labor.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __X____

- Change Order #1

RECOMMENDATION: Staff recommends the Public Works and Highway Committee approve Change Order #1 in the amount of $27,300.00 for work performed at the future Booster Station Site 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.

CHANGE ORDER

NO.___ 1

PROJECT:_____ Holy Hill Road Sanitary & Water Main Exension
DATE OF ISSUANCE:_____ 1-Dec-21 EFFECTIVE DATE:____ 1-Dec-21

OWNER:_____ Village of Germantown
OWNER'S CONTRACT NO._____ 2113
CONTRACTOR:_____ Kruczek Construction, Inc ENGINEER:___ Lawrence Ratayczak

You are directed to make the following changes in the Contract Documents.

Description: Complete installation of water main at future Booster Station site at a reduced cost.

Reason For Change Order: To facilitate installation of pipe to Booster Building at a reduced cost than bid with Building.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price $3,123,000.00	Original Contract Times Substantial Completion:_____ extended Ready for Final Payment:_____
Net changes from previous changes Orders No.____0____ To No.____0____	Net changes from previous changes Orders No.____0____ To No.____0____
Contract Price prior to this Change Order $___1,555,555.55_____	Contract Times prior to this Change Order Substantial Completion:_____ Ready for Final Payment:_____
Net Increase (Decrease) of this Change Order $_____ 27,300.00	Net Increase (Decrease) of this Change Order _____ to completion
Contract Price with all approved Change Orders $_____ 1,582,855.55	Contract Times with all approved Change Orders Substantial Completion:_____ Ready for Final Payment:_____

RECOMMENDED	APPROVED	ACCEPTED
By:_____ ENGINEER	By: L. Ratayczak OWNER	By: [illegible] CONTRACTOR
Date:_____	Date: 12/16/2022	Date: 1/26/22

KRUCZEK CONSTRUCTION
SEWER & WATER • CONSTRUCTION • DEVELOPMENT
920-863-6841
GREEN BAY, WI
3636 Kewaunee Road ~ Green Bay, WI 54311
Phone (920) 863-6841 ~ Fax (920) 863-2771
"An Equal Opportunity Employer"

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

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
	INSTALL APX. 55LF. 12" WATERMAIN IN GRAVEL BACKFILL				
	W/ JOINT RESTRAINTS, 2 12' FLANGED STAND PIPES WITH 2-3/4" S.S.				$ -
	TIE-BACK RODS	LS	1	$ 27,300.00	$ 27,300.00
				TOTAL:	$ 27,300.00

Conditions to Follow:

- Quoted for 10 days
- Does not include:
  Staking, structure adjustment, sawcutting, asphalt removal, layout by others, traffic control, erosion control, restoration, soil testing, or permits
- No Bond included

If any questions, call (920) 655-0661.

Respectfully Submitted By:

Wally Kruczek

Date 12/13/21

Wally Kruczek, Vice President
Kruczek Construction Inc.

Accepted By:

Lawrence Ratayzak

Date_____

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

MEETING DATE: February 1, 2022 and February 7, 2022

AGENDA ITEM: New Business

ITEM TITLE: Final Payment for Well #12

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

SUMMARY EXPLANATION: Well #12 has been completed and the Village has received a request for Final Payment in the amount of $79,379.81. The contract amount was $369,523.00 with adjustment by three (3) Change Orders having a NET totaling $109,458.20 increasing the final contract amount to $478,981.20. The three Change Orders were approved by the Public Works and Highway Committee and the Village Board. As discussed during the Change Order approvals the additional cost was due to the increased testing required to determine if this well could be a Shallow Well and increased casement sealant to the dolomite rock to ensure separation of upper and lower aquifers.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __X___

RECOMMENDATION: Staff recommends the Public Works and Highway Committee approve Final Payment for Well #12 in the amount of $79,379.81 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.

The Business of the Germantown General Government and Finance Committee and Village Board

Submitted by: Chief John Delain

Agenda Item: New Business

Meeting Date: 1/17/2022 & 2/7/2022

Item Name: Battalion Chief Pay

Agenda item description:
The Battalion Chief position is beginning to have a wage compression issue with the top tier of Fulltime FF/EMTs. A 5% pay bump was included in the 2022 budget. I am requesting approval to implement the budgeted pay increase.

Thank You,

John Delain

Back up included: _X___ yes No____

RESOLUTION NO. 07-2022

JURISDICTIONAL TRANSFER OF COUNTY TRUNK HIGHWAY "F" KNOWN AS FREISTADT ROAD and WAUSAUKEE ROAD

WHEREAS, the Village of Germantown is authorized to make additions and deletions to the Roadway System with the approval or consent of the Department of Transportation and the governing bodies in which the proposed change is located; and

WHEREAS, in consideration of the transfer of additional roadway of approximately 2.66 miles of County Trunk Highway "F" known as "Freistadt Road" (State Trunk Highway 145 easterly to Wausaukee Road) from the County Trunk Highway System to the Village System and the transfer of approximately 1.00 miles for Village Roadway know as Wausaukee Road (from Freistadt Road southerly to State Highway 167) from the Village System to the County Trunk Highway System; and

WHEREAS, in consideration of the net addition of approximately 1.66 miles including all structures, culverts and signals and signage of County Trunk Highway "F" from the County Trunk Highway System and transfer same to the Village of Germantown. The Village of Germantown has agreed to accept ~~$615,200~~ $691,500 from Washington County as full and final payment for the current depreciated value of the physical infrastructure of County Trunk Highway "F"; and

WHEREAS, the final form of the agreement between Washington County and the Village of Germantown will be negotiated and executed as part of the transfer; and

WHEREAS, the agreement will address, among other important points, the transferring of corresponding rights-of-way and interests by a detailed description, required improvements, and the designation of the transferred highways;

NOW, THEREFORE, BE IT RESOLVED by the Village of Germantown Board that the jurisdictional transfers of that portion of County Trunk Highway "F" from Washington County to the Village of Germantown described herein and the transfer of a portion of Wausaukee Road from the Village of Germantown to Washington County is authorized.

BE IT FURTHER RESOLVED that, subject to approval of the Washington County Board of Supervisors and the Department of Transportation, the Village of Germantown Board hereby accepts the transfer of roadway from the County Trunk Highway System that portion of County Trunk Highway "F" to the Village of Germantown Highway System as described in the jurisdictional transfer agreement with the Village of Germantown.

BE IT FURTHER RESOLVED that this transfer be effective on the date provided in the Jurisdictional Transfer Agreement.

_____ _____

Dean Wolter, President Village Board Deanna Braunschweig, Clerk

#

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: February 7, 2022

AGENDA ITEM: New Business [CSM]

ITEM TITLE: Ryan Rahl, Agent for Apex Hotels LLC (Country Inn & Suites) and Willow View Investments LLC (The Florian), Property Owners; 2-lot Certified Survey Map (CSM)

SUBMITTED BY: Jeff Retzlaff, Director, Community Development Department

SUMMARY EXPLANATION:
Ryan Rahl, agent for Apex Hotel Investments, LLC (Country Inn & Suites) and Willow View Investments, LLC (Florian Park), property owners, is seeking approval of a 2-lot Certified Survey Map (CSM) to relocate the common property line between The Florian event venue located at N111W18611 Mequon Road and the Country Inn & Suites hotel located at W188N11020 Maple Road. Approximately 4 acres of land will be detached from the 6-acre Country Inn & Suites parcel and added to the 13.8-acre Florian Park parcel.

The purpose for adjusting the common property is to create an opportunity for future expansion of the Florian operation (although no plans to do so are being presented at this time).

PLAN COMMISSION RECOMMENDATION:
APPROVE the p proposed 2-lot Certified Survey Map (CSM) to relocate the common property line between the Florian Park and Country Inn & Suites parcels subject to two (2) conditions.

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

Ryan Rahl, Agent for the Florian - N111 W18611 Mequon Road and Country Inn & Suites - W188 N11020 Maple Road. The request is for approval of a 2-lot Certified Survey Map to relocate the common property line between the two parcels. Director Retzlaff summarized the proposal.

MOTION Baum second Shadid to Approve the proposed 2-lot Certified Survey Map (CSM) to relocate the common property line between the Florian Park and Country Inn & Suites parcels subject to the following conditions:

1. ***All technical issues and corrections identified by the Village Surveyor in the November 29, 2021 memo shall be addressed and reflected in a revised CSM submitted and approved by the Village Engineer prior to recording the CSM.***
2. ***Notes requiring a wetland delineation when any further development on either parcel is proposed for development shall be added to a revised CSM submitted and approved by the Village Planner prior to recording the CSM.***

MOTION carried unanimously.

Innovative Signs, agent for Goldendale Road II, LLC, property owner - W204 N13035 and W204 N13055 Goldendale Road. The request is for approval for a new ground sign for the multi-tenant building. Associate Planner Zandt summarized the proposal.

MOTION Baum second Nilles to Approve the proposed ground sign for the two multi-tenant buildings located at W204N13035 and W204N13055 Goldendale Road subject to the following condition:

1. ***Electrical permits shall be obtained from Inspection Services prior to installation of any/all electrical components.***

MOTION carried unanimously.

Robert & Rhoda Hoeft - W199 N11525 Rosewood Avenue. The request is for approval of a 2-lot Certified Survey Map to modify the boundary between Lots 2 and 7 of the Woodland Manor Subdivision. Associate Planner Zandt summarized the proposal.

MOTION Baum second Laszewski to Approve the proposed 2-lot Certified Survey Map (CSM) to modify the boundary between Lots 2 and 7 of the Woodland Manor Subdivision located at W199N11525 Rosewood Avenue with the following conditions:

1. ***All technical issues and plan corrections identified by the Village Surveyor (see January 3, 2022 memo) shall be addressed and reflected in a revised CSM submitted and approved by the Village Engineer prior to recording the CSM.***
2. ***The property owner shall work with the Community Development Department to bring proposed Lot 1 into conformance with Chapter 17.41 Residential Accessory Use, Building and Structure Restrictions of the Village Code no later than June 30, 2022, or obtain a variance from the Board of Zoning Appeals that may allow two to or more existing accessory buildings on Lot 1.***

Commissioner Williams asked what would occur if the property was not brought into compliance by the deadline date. Associate Planner Zandt said the deadline date was based on a plan submitted from the property owner. Director Retzlaff stated the owner would receive a code violation notice if it was not brought into compliance.

DRAFT

CERTIFIED SURVEY MAP (CSM) APPLICATION

1/10/22 Plan Commission Meeting

Ryan Rahl / Apex Hotel Investments / Willow View Investments, LLC

Planning & Zoning Report **Germantown, Wisconsin**

Summary

Ryan Rahl, agent, on behalf of Apex Hotel Investments, LLC and Willow View Investments, LLC, property owners, is seeking approval of a 2-lot Certified Survey Map (CSM) to relocate the common property line between the Florian Park and Country Inn & Suites parcels located at N111W18611 Mequon Road and W188N11020 Maple Road.

Property Location: N111W18611 Mequon Road
W188N11020 Maple Road

Applicant/ Property Owner:

Ryan Rahl
W175N11081 Stonewood Dr
Suite #204
Germantown, WI 53022

Apex Hotel Investments LLC
Willow View Investments LLC
311 Preserve Way
Colgate, WI 53017

Current Zoning: B-5: Highway Business

Adjacent Land Uses		Zoning
North	Commercial / Industrial	B-3 / M-1 / PDD
South	Park/Ag	A-1/ I
East	Open Space	A-2
West	Commercial	B-5

Proposal
Ryan Rahl, agent for Apex Hotel Investments, LLC (Country Inn & Suites) and Willow View Investments, LLC (Florian Park), property owners, are seeking approval of a 2-lot Certified Survey Map (CSM) to relocate the common property line between the Florian Park and Country Inn & Suites parcels located at N111W18611 Mequon Road and W188N11020 Maple Road. Approximately 4 acres of land will be detached from the 6-acre Country Inn & Suites parcel and added to the 13.8-acre Florian Park parcel.

The purpose for adjusting the common property line and adding 4 acres to the Florian Park parcel is to create an opportunity for future expansion of the Florian Park operation (although no plans to do so are being presented at this time).

Staff Comments
This proposal will effectively undo a property line relocation that was approved in 2016 and re-establish the same common property line location that existed before the 2016 CSM approval.

The proposed parcels meet the requirements of the B-5: Highway Business Zoning District.

A significant amount of wetland associated with the Menomonee River that runs through the property along the west side has been identified; however, an updated wetland delineation has been deferred because there is no development proposed on either parcel. A delineation will be required if/when any further development of either parcel is proposed. A note requiring a wetland delineation if/when development is proposed should be included on the CSM.

The Village Surveyor identified a few technical corrections in a memo dated November 29, 2021 (copy attached). A revised CSM addressing these corrections shall be provided prior to recording the CSM.

VILLAGE STAFF RECOMMENDATION

APPROVE the proposed 2-lot Certified Survey Map (CSM) to relocate the common property line between the Florian Park and Country Inn & Suites parcels subject to the following conditions:

1. All technical issues and corrections identified by the Village Surveyor in the November 29, 2021 memo shall be addressed and reflected in a revised CSM submitted and approved by the Village Engineer prior to recording the CSM.
2. Notes requiring a wetland delineation when any further development on either parcel is proposed for development shall be added to a revised CSM submitted and approved by the Village Planner prior to recording the CSM.

The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

GRāEF

collaborāte / formulāte / innovāte

November 29, 2021

Jeff Retzlaff, Village Planner
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

SUBJECT: Apex Hotel Investments, LLC CSM Review

Certified Survey Map

Applicant or Owner: Apex Hotel Investments, LLC / Willow View Investments, LLC
Land Surveyor/Firm: James G. Schneider / North Shore Engineering, Inc.

1. Make note that the bearing basis is referenced to Wisconsin State Plane Coordinate System, South Zone (NAD 1983-2011 datum).

2. Label documents that previously dedicated Maple Road and Lannon Road right of ways.

3. Continue to show extensions of both the wetland limits and floodplain lines throughout CSM limits.

4. All existing utility and drainage easements with recording information will be shown and dimensioned.

5. Label 75' setback line for Menomonee River.

6. Should stream and wetland setback lines be shown on the Certified Survey Map document, the following note will be added:

   "Development within these setback areas is prohibited unless otherwise allowed pursuant to the provisions of Chapter 24 (Shoreland-Wetland Zoning Code) in the Germantown Municipal Code."

7. For Village of Germantown Planning Commission Approval the Secretary is **Laura A**. Johnson.

8. For Village of Germantown Board Approval insert "and accepted" after "hereby approved".

No further review comments.

Document Approval and Recording

For this CSM to be approved by the Village Board and recorded at the Washington County Register of Deeds, the document must be provided to the Village Clerk's office in a completed format including all original signatures of the owner and lending institution, original seals of the professional land surveyor on the recordable media the Wednesday prior to the scheduled Village Board meeting.

Any documents or digital files not submitted by the due date or contain outstanding technical review comments that have not be addressed, will be moved to the next scheduled Village Board meeting agenda.

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

Prior to Recording the Certified Survey Map or Subdivision Plat, The professional land surveyor is responsible for submitting a copy of the AutoCad drawing file (.dwg) of the document in version 2019 on compact disk (CD) or via email to the Village Surveyor for mapping purposes.

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

Note: In 2020, the Village will be upgrading its municipal code to recognize the NAD83 Datum, 2011 adjustment for horizontal control and NAVD88 for vertical control for mapping all land division documents and plan submittals for review.

There are new dossier sheets for all the Public Land Survey System monuments that contain the new coordinate positions and elevations available currently on the State Cartographer's website by using the Survey Control Finder application

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

GRāEF

collaborāte / formulāte / innovāte

Sincerely,

Burt J. Naumann, PLS
Senior Vice President

Village of Germantown ...Willkommen

Fee must accompany application
☐ $2,900 with public improvements
☒ $1,960 no public improvements

Paid [illegible] Date 11-16-21

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

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

1 APPLICANT OR AGENT

Ryan J. Rahl
W175N11081 Stonewood Dr. Suite #204
Germantown, WI 53022
Phone (262) 327-0505
Fax ( )
E-Mail ryan.rahl@rahlandassociates.com

PROPERTY OWNER

Apex Hotel Investments LLC
311 Preserve Way
Colgate, WI 53017
Phone (262) 327-0505

2 PROPERTY ADDRESS OR GENERAL LOCATION | **TAX KEY NUMBER**

W188N11080 Maple Rd.	GTNV 282988

3 PURPOSE OF LAND SPLIT

More functional for the Florian property.	Will the land split require rezoning? NO	
	From	To

4 READ AND INITIAL THE FOLLOWING:

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

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

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

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

5 SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Applicant [signature] Date 11/10/21

Owner [signature] Date 11/10/21

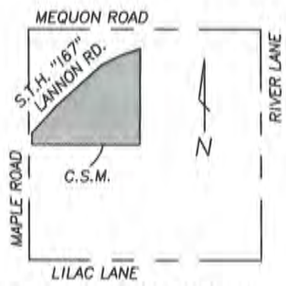
CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 6777, BEING A PART THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

0 200 300 400 600

SCALE 1" = 200'

NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
11433 N. Port Washington Rd., Mequon, Wisconsin, 53092
(262) 241-9400 • FAX: (262) 241-5337
www.northshoreengineering.net



LOCATION MAP

NORTHWEST 1/4 SEC. 28-9-20
(SCALE 1"=2000')

LEGEND

● -DENOTES STEEL PIPE (FOUND)

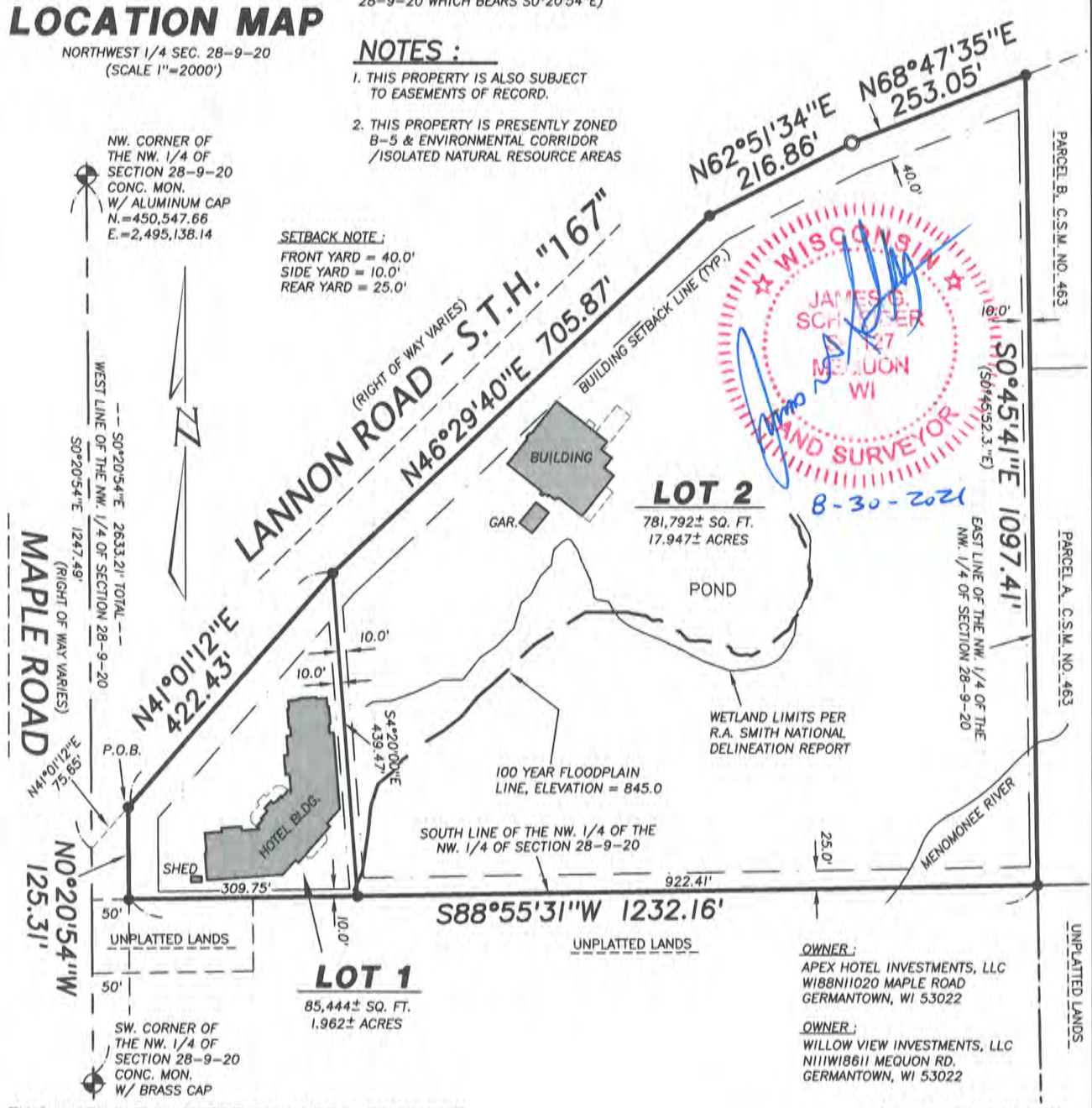
○ -DENOTES 3/4" CAPPED REBAR (FOUND)

( ) -DENOTES ALSO RECORDED AS

ALL BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (WEST LINE OF THE NW. 1/4 OF SECTION 28-9-20 WHICH BEARS S0°20'54"E)

NOTES :

1. THIS PROPERTY IS ALSO SUBJECT TO EASEMENTS OF RECORD.
2. THIS PROPERTY IS PRESENTLY ZONED B-5 & ENVIRONMENTAL CORRIDOR /ISOLATED NATURAL RESOURCE AREAS



THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 6777, BEING A PART THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, James G. Schneider, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped the following parcel of land:

A redivision of Certified Survey Map No. 6777, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 28; thence S0°20'54"E along the West line of said 1/4 Section, 1247.49 feet to a point in the Westerly extension of the South right of way line of Lannon Road – S.T.H. "167"; thence N41°01'12"E along said South right of way line, 75.65 feet to a point in the East right of way line of Maple Road, said point being the point of beginning of lands to be described; thence continuing N41°01'12"E along said South right of way line of Lannon Road – S.T.H. "167", 422.43 feet; thence N46°29'40"E along said South right of way line, 705.87 feet; thence N62°51'34"E along said South right of way line, 216.86 feet; thence N68°47'35"E along said South right of way line, 253.05 feet to a point in the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 28, said point also being the Northwest corner of Certified Survey Map No. 463; thence S0°45'41"E along the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 28 and the West line of Certified Survey Map No. 463, 1097.41 feet to the Southwest corner of said Certified Survey Map No. 463, said point also being the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 28; thence S88°55'31"W along the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 28, 1232.16 feet to a point in the East right of way line of Maple Road; thence N0°20'54"W along said East right of way line, 125.31 feet the point of beginning.

Said lands containing 19.909 acres of land, more or less.

That I have made such survey, land division, and plat at the direction of Apex Hotel Investments, LLC and Willow View Investments, LLC, OWNERS of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have complied with Chapter 236.34 of the Wisconsin Statutes and Chapter 17 & 18 of the Village of Germantown.

8-30-2021

James G. Schneider S-2127

WISCONSIN JAMES G. SCHNEIDER S-2127 MEQUON WI LAND SURVEYOR

This instrument was drafted by James G. Schneider

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 6777, BEING A PART THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE (No.-1)
I, Ryan J. Rahl (Member) of Apex Hotel Investments, LLC, OWNER, do hereby certify: THAT, I have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided and mapped.

WITNESS the hand and seal of said OWNERS on this _____ day of _____, 20___.

_____ _____
Witness Ryan J. Rahl (Member)

STATE OF WISCONSIN)
WASHINGTON COUNTY)ss
PERSONALLY came before me on this _____ day of _____, 20__ the above named Ryan J. Rahl (Member) to me known to be the person who executed the foregoing certificate and acknowledged the same.

_____ My Commission expires _____
Notary Public

CORPORATE OWNER'S CERTIFICATE (No.-2)
I, Ryan J. Rahl (Member) of Willow View Investments, LLC., OWNER, do hereby certify: THAT, I have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided and mapped.

WITNESS the hand and seal of said OWNERS on this _____ day of _____, 20___.

_____ _____
Witness Ryan J. Rahl (Member)

STATE OF WISCONSIN)
WASHINGTON COUNTY)ss
PERSONALLY came before me on this _____ day of _____, 20__ the above named Ryan J. Rahl (Member) to me known to be the person who executed the foregoing certificate and acknowledged the same.

_____ My Commission expires _____
Notary Public

WISCONSIN
JAMES G. SCHNEIDER
S-2127
MEQUON
WI
LAND SURVEYOR

8-30-2021

This instrument was drafted by James G. Schneider

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 6777, BEING A PART THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

CONSENT OF MORTGAGEE

PORT WASHINGTON STATE BANK, existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land does hereby consent to the surveying, dividing and mapping of the land described on this Certified Survey Map and does hereby consent to the above certificates of Ryan J. Rahl, OWNERS.

In witness whereof, the said PORT WASHINGTON STATE BANK has caused these presents to be signed by _____, it's _____ _____ at _____, Wisconsin, this _____day of _____ _____, 20___.

IN THE PRESENCE OF: PORT WASHINGTON STATE BANK

_____ By: _____

STATE OF WISCONSIN)
OZAUKEE COUNTY)ss
PERSONALLY came before me on this _____ day of _____, 20__ the above named by _____, to me known to be the person who executed the foregoing certificate and acknowledged the same.

_____ My Commission expires _____
Notary Public

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL:

This Certified Survey Map is hereby approved by the Planning Commission of the Village of Germantown on this _____ day of _____, 2021.

_____ _____
Dean Wolter, Chairman Date

_____ _____
Lori Johnson, Secretary Date

VILLAGE OF GERMANTOWN BOARD APPROVAL

This Certified Survey Map, being a division of Nw. ¼ of the Nw. ¼ of Section 28, 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 by the Village Board of Trustees of the Village of Germantown on this _____ day of _____, 2021.

_____ _____
Dean Wolter, Village President Date

_____ _____
Deanna Braunschweig, Village Clerk Date

This instrument was drafted by James G. Schneider

WISCONSIN JAMES G. SCHNEIDER S-2247 MEQUON WI LAND SURVEYOR
8-30-2021

#

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: February 7, 2022

AGENDA ITEM: New Business [CSM]

ITEM TITLE: Robert & Rhoda Hoeft, Property Owners; 2-lot Certified Survey Map (CSM)

SUBMITTED BY: Emily Zandt, Associate Planner, Planning & Zoning

SUMMARY EXPLANATION:
Robert and Rhoda Hoeft, property owners, are seeking approval of a 2-lot Certified Survey Map (CSM) to modify the boundary between Lots 2 and 7 of the Woodland Manor Subdivision located at W199N11525 Rosewood Avenue.

The purpose of this modification is to enlarge the lot with the single-family dwelling and sell the remaining lot as buildable. Both resulting lots will meet the minimum lot size in the Rs-5 Single-family Residential zoning district. The applicant is currently working with Village Staff to bring the existing nonconforming accessory buildings (located on the larger lot with the existing dwelling) into compliance with Chapter 17.41 Residential Accessory Use, Building and Structure Restrictions of the Village Code.

PLAN COMMISSION RECOMMENDATION:
APPROVE the proposed 2-lot Certified Survey Map (CSM) to modify the boundary between Lots 2 and 7 of the Woodland Manor Subdivision located at W199N11525 Rosewood Avenue subject to two (2) conditions.

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

Ryan Rahl, Agent for the Florian - N111 W18611 Mequon Road and Country Inn & Suites - W188 N11020 Maple Road. The request is for approval of a 2-lot Certified Survey Map to relocate the common property line between the two parcels. Director Retzlaff summarized the proposal.

MOTION Baum second Shadid to Approve the proposed 2-lot Certified Survey Map (CSM) to relocate the common property line between the Florian Park and Country Inn & Suites parcels subject to the following conditions:

1. ***All technical issues and corrections identified by the Village Surveyor in the November 29, 2021 memo shall be addressed and reflected in a revised CSM submitted and approved by the Village Engineer prior to recording the CSM.***
2. ***Notes requiring a wetland delineation when any further development on either parcel is proposed for development shall be added to a revised CSM submitted and approved by the Village Planner prior to recording the CSM.***

MOTION carried unanimously.

Innovative Signs, agent for Goldendale Road II, LLC, property owner - W204 N13035 and W204 N13055 Goldendale Road. The request is for approval for a new ground sign for the multi-tenant building. Associate Planner Zandt summarized the proposal.

MOTION Baum second Nilles to Approve the proposed ground sign for the two multi-tenant buildings located at W204N13035 and W204N13055 Goldendale Road subject to the following condition:

1. ***Electrical permits shall be obtained from Inspection Services prior to installation of any/all electrical components.***

MOTION carried unanimously.

Robert & Rhoda Hoeft - W199 N11525 Rosewood Avenue. The request is for approval of a 2-lot Certified Survey Map to modify the boundary between Lots 2 and 7 of the Woodland Manor Subdivision. Associate Planner Zandt summarized the proposal.

MOTION Baum second Laszewski to Approve the proposed 2-lot Certified Survey Map (CSM) to modify the boundary between Lots 2 and 7 of the Woodland Manor Subdivision located at W199N11525 Rosewood Avenue with the following conditions:

1. ***All technical issues and plan corrections identified by the Village Surveyor (see January 3, 2022 memo) shall be addressed and reflected in a revised CSM submitted and approved by the Village Engineer prior to recording the CSM.***
2. ***The property owner shall work with the Community Development Department to bring proposed Lot 1 into conformance with Chapter 17.41 Residential Accessory Use, Building and Structure Restrictions of the Village Code no later than June 30, 2022, or obtain a variance from the Board of Zoning Appeals that may allow two to or more existing accessory buildings on Lot 1.***

Commissioner Williams asked what would occur if the property was not brought into compliance by the deadline date. Associate Planner Zandt said the deadline date was based on a plan submitted from the property owner. Director Retzlaff stated the owner would receive a code violation notice if it was not brought into compliance.

DRAFT

Rhoda Hoeft explained the structures were on the property when they purchased it 31 years ago and they did not know the buildings were not in compliance. She stated the two extra sheds would be removed by May 31st.

MOTION carried unanimously.

Gehl Foods, LLC - N116 W15970 Main Street. The request is for approval if a new wall sign for the production facility visitor entrance. Associate Planner Zandt summarized the proposal.

MOTION Baum second Shadid to Approve the proposed wall sign for Gehl Food and Beverage located at N116 W15970 Main Street, as proposed.
MOTION carried unanimously.

ANNOUNCEMENTS None

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:09 pm.

Respectfully submitted,

Lori Johnson
Planning Assistant

DRAFT

CERTIFIED SURVEY MAP (CSM) APPLICATION

1/10/22 Plan Commission Meeting

Robert and Rhoda Hoeft

Planning & Zoning Report **Germantown, Wisconsin**

Summary

Robert and Rhoda Hoeft, property owners, are seeking approval of a 2-lot Certified Survey Map (CSM) to modify the boundary between Lots 2 and 7 of the Woodland Manor Subdivision located at W199N11525 Rosewood Avenue.

Property Location: W199N11525 Rosewood Avenue

Applicant/
Property Owner: Robert and Rhoda Hoeft
W199N11525 Rosewood Avenue
Germantown, WI 53022

Current Zoning: Rs-5: Single-family Residential

Adjacent Land Uses		Zoning
North	Residential	Rs-5
South	Residential	Rs-5
East	Residential	Rs-5
West	Residential	Rs-5

Background/Proposal

Robert and Rhoda Hoeft, property owners, are seeking approval of a 2-lot Certified Survey Map (CSM) to modify the boundary between Lots 2 and 7 of the Woodland Manor Subdivision located at W199N11525 Rosewood Avenue. The purpose of this modification is to enlarge the lot with the single-family dwelling and sell the remaining lot as buildable.

Staff Comment

The Rs-5 Single-family Residential district allows a minimum lot size of 15,000 square feet. Both proposed lots resulting from the CSM will meet the minimum lot size and allow for all setback requirements to be met.

There are currently three (3) detached accessory structures on the property. The Village does not have permits for any of the accessory structures. The Rs-5 Single-family Zoning District allows one (1) accessory structure up to 1% of the size of the lot. As a part of this process, the property owner is required to come into compliance with the Residential Accessory Structure regulations for the Rs-5 District. This has been added as a condition of approval.

The Village's consulting Engineer has identified a few technical corrections in a memo dated January 3, 2022 (copy attached). These revisions have been added as a condition of approval.

Village Staff Recommendation

APPROVE the proposed 2-lot Certified Survey Map (CSM) to modify the boundary between Lots 2 and 7 of the Woodland Manor Subdivision located at W199N11525 Rosewood Avenue with the following conditions:

1. All technical issues and plan corrections identified by the Village Surveyor (see January 3, 2022 memo) shall be addressed and reflected in a revised CSM submitted and approved by the Village Engineer prior to recording the CSM.
2. The property owner shall work with the Community Development Department to bring proposed Lot 1 into conformance with Chapter 17.41 Residential Accessory Use, Building and Structure Restrictions of the Village Code no later than June 30, 2022, or obtain a variance from the Board of Zoning Appeals that may allow two to or more existing accessory buildings on Lot 1.

The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

GRāEF

collaborāte / formulāte / innovāte

January 3, 2022

Jeff Retzlaff, Village Planner
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

SUBJECT: Hoeft CSM Review

Certified Survey Map

Applicant or Owner: Robert & Rhoda Hoeft
Land Surveyor/Firm: Rick R. Hillmann / Continental Surveying Services LLC

1. Building setback lines are to be mapped and dimensioned.

2. Label current zoning.

3. Label existing lot 2 and lot 7 of block 4.

4. All existing utility and drainage easements with recording information will be shown and dimensioned.

5. The section and township numbers are mislabeled for the West ¼ corner, Center of Section, North line of the SW ¼ and in the Reference Bearing.

6. Label (P) for the platted bearing of the south line of existing Lot 2.

7. Label coordinates (NAD 83 Grid) of point of commencement monument.

8. Label address of owner.

9. Per Chapter 18 of the Village Land Division Ordinance, all Subdivision and Certified Survey Maps will be referenced to Wisconsin State Plane Coordinate System, South Zone (NAD 1983-2011 Datum) grid bearings for a bearing basis.

10. In the Surveyor's Certificate the last line of the second paragraph should read "as follows".

11. The last paragraph of the Surveyor's Certificate should reference Chapter 18 of the Village of Germantown Subdivision Control Ordinance.

12. The first paragraph of the Owner's Certificate should reference Chapter 18 of the Village of Germantown Subdivision Control Ordinance.

13. On Sheet 4 of 4 label Planning Commission vs. Plan Commission.

No further review comments.

Document Approval and Recording

For this CSM to be approved by the Village Board and recorded at the Washington County Register of Deeds, the document must be provided to the Village Clerk's office in a completed format including all original signatures of the owner and lending institution, original seals of the professional land surveyor on the recordable media the Wednesday prior to the scheduled Village Board meeting.

Any documents or digital files not submitted by the due date or contain outstanding technical review comments that have not be addressed, will be moved to the next scheduled Village Board meeting agenda.

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

Prior to Recording the Certified Survey Map or Subdivision Plat, The professional land surveyor is responsible for submitting a copy of the AutoCad drawing file (.dwg) of the document in version 2019 on compact disk (CD) or via email to the Village Surveyor for mapping purposes.

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

Note: In 2020, the Village will be upgrading its municipal code to recognize the NAD83 Datum, 2011 adjustment for horizontal control and NAVD88 for vertical control for mapping all land division documents and plan submittals for review.

There are new dossier sheets for all the Public Land Survey System monuments that contain the new coordinate positions and elevations available currently on the State Cartographer's website by using the Survey Control Finder application

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

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Sincerely,

Burt J. Naumann, PLS
Senior Vice President

Village of Germantown
...Willkommen

Fee must accompany application
☐ $2,900 with public improvements
☒ $1,960 no public improvements

Paid [illegible] Date 12-13-21

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

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

1

APPLICANT OR AGENT

Robert A. and Rhoda J. Hoeft
W199N11525 Rosewood Ave.
Germantown, WI 53022

Phone (920) 381-0134
Fax ( )
E-Mail rahoeft3@hotmail.com

PROPERTY OWNER

Robert A. and Rhoda J. Hoeft
W199N11525 Rosewood Ave
Germantown, WI 53022

Phone (920) 381-0134

2

PROPERTY ADDRESS OR GENERAL LOCATION	TAX KEY NUMBER
W199N11525 Rosewood Ave. Germantown, WI 53022	GTNV203018 / GTNV203023

3

PURPOSE OF LAND SPLIT

To modify the common lot line between parcels Tax Key Numbers: GTNV203018 and GTNV203023.	Will the land split require rezoning? No	
	From	To

4

READ AND INITIAL THE FOLLOWING:

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

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

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

RAH, RJH I understand all delinquent property taxes on any of the properties involved shall be paid prior to recording.

5

SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Robert A. Hoeft 12-13-2021
Applicant Date

Rhoda J. Hoeft 12-13-2021
Owner Date

Rhoda J. Hoeft 12-13-2021

Certified Survey Map_____

A Re-Division of Lot 2 and Lot 7, Block 4, of Woodland Manor, being a part of the Northwest ¼ and the Northeast ¼ of the Southwest ¼ of Section 20, Township 9 North, Range 20 East, located in the Village of Germantown, Washington County, Wisconsin

WISCONSIN
RICK R. HILLMANN
S-3005
MENOMONEE FALLS WI
LAND SURVEYOR

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 13th day of December, 2021

OWNER

Robert & Rhoda Hoeft
W199 N11525 Rosewood Drive
Germantown, WI. 53022
Phone: (920) 381-0134
TKN.: GTNV_203023 & GTNV_203018

ZONING DATA :

RS-5
Minimum Lot Area: 15,000 S.F.
Minimum Lot Width: 100'
Front & Rear Setback: 35'
Side Setback: 15'

0' 30' 60' 120'
SCALE: 1"=60'

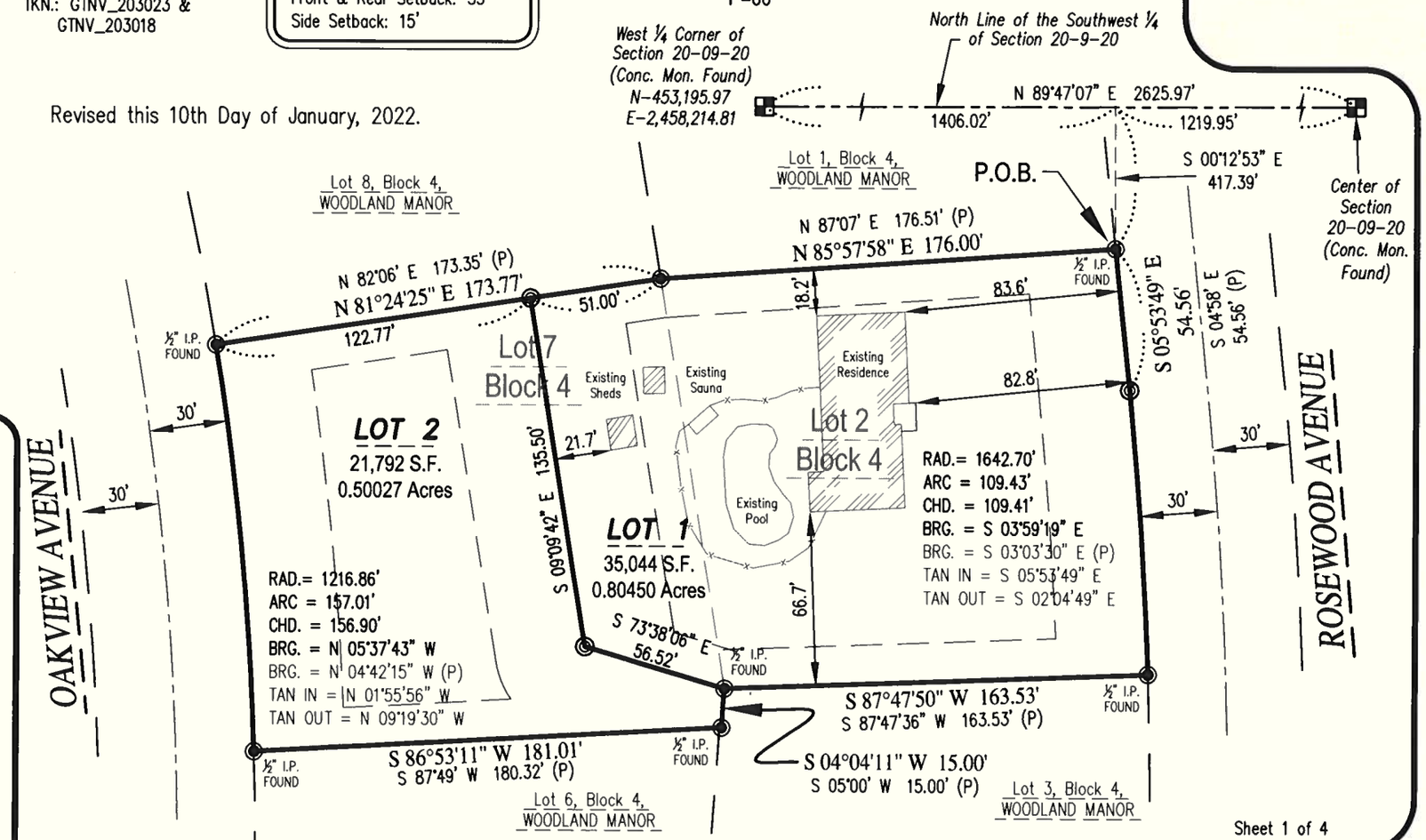
N
W E
S
CONTINENTAL SURVEYING SERVICES

Revised this 10th Day of January, 2022.

LEGEND

- 1" Iron Pipe Found unless Noted
- 20"x ¾" Re-Bar Set (1.13 lb/foot)

NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD-1983-2011), in which the North line of the SW ¼ of Section 20, Township 9 North, Range 20 East bears N 89°47'07" E.



CONTINENTAL SURVEYING SERVICES LLC

Main Office:
2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 389-9200
Website: www.csssurveys.com
Email: survey@csssurveys.com

WCBA WASHINGTON COUNTY BUILDERS ASSOC NSPS

Sheet 1 of 4

Project No.: 20211103_CSM0002

Certified Survey Map_____

A Re-Division of Lot 2 and Lot 7, Block 4, of Woodland Manor, being a part of the Northwest ¼ and the Northeast ¼ of the Southwest ¼ of Section 20, Township 9 North, Range 20 East, located in the Village of Germantown, Washington County, Wisconsin

SURVEYOR'S CERTIFICATE:

I Rick R. Hillmann, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a Re-Division of Lot 2 and Lot 7, Block 4, of Woodland Manor, being a part of the Northwest ¼ and the Northeast ¼ of the Southwest ¼ of Section 20, Township 9 North, Range 20 East, located in the Village of Germantown, Washington County, Wisconsin, now being bound and described as follows:

Commencing at the West ¼ Corner of said Section, thence North 89°47'07" East on and along the North line of said ¼ Section, 1406.02 feet to a point; thence South 00°12'53" East, 417.39 feet to a point on the West line of Rosewood Avenue, said point is also the Northeast corner of said Lot 2 and the Point of Beginning of lands hereinafter described;

Thence on and along said Lot 2 the following calls;
South 05°53'49" East, 54.56 feet to a point of curvature;
thence along the arc of a curve 109.43 feet, whose Center lies Westerly, whose Radius is 1642.70 feet, whose Chord bears South 03° 59'19" East to a point;
thence South 87°47'50" West, 163.53 feet to a point on the West line of said Lot 7;
thence on and along said Lot 7 the following calls;
South 04°04'11" West, 15.00 feet to a point;
thence South 86°53'11" West, 181.01 feet to a point on a curve, said point is also a point on the East Line of Oakview Avenue;
thence along the Arc of a curve, 157.01 feet, whose Center lies Westerly, whose Radius is 1216.86 feet, whose Chord Bears North 05°37'43" West to the Northwest corner of said Lot 7;
thence North 81°24'25" East, 173.77 feet to the Northwest corner of said Lot 2;
thence North 85°57'58" East on and along the North Line of said Lot 2, 176.300 feet to the place of beginning of this description.

The gross area of said parcel contains 56,836 Square feet or 1.30479 Acres of land more or less.

That I have made such survey, land division and map by the direction of Robert A. Hoeft and Rhoda J. Hoeft, owner of said land. That such map is a correct representation of all exterior boundaries of land surveyed and land division made thereof. That I have fully complied with the provision of chapter 236 of the Wisconsin Statutes and Chapter 18 of the Village of Germantown Subdivision Control Ordinance in surveying, dividing and mapping same.

Dated this 13th day of DECEMBER, 2021.

Rick R. Hillmann PLS
Professional Land Surveyor S-3005

WISCONSIN
RICK R. HILLMANN
S-3005
MENOMONEE FALLS
WI.
LAND SURVEYOR

CONTINENTAL SURVEYING SERVICES LLC

Main Office:
2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 389-9200
Website: www.csssurveys.com
Email: survey@csssurveys.com

Revised this 19th Day of January, 2022.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 13th day of December, 2021

WCBA WASHINGTON COUNTY BUILDERS ASSOC. NSPS

Project No.: 20211103_CSM0002

Certified Survey Map_____

A Re-Division of Lot 2 and Lot 7, Block 4, of Woodland Manor, being a part of the Northwest ¼ and the Northeast ¼ of the Southwest ¼ of Section 20, Township 9 North, Range 20 East, located in the Village of Germantown, Washington County, Wisconsin

OWNER'S CERTIFICATE:

As owners, we hereby certify that we have caused the land described on this map to be surveyed, divided, and mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin State Statutes and Chapter 18 of the Village of Germantown Subdivision Control Ordinance, this 26 day of January, 2022.

Robert A. Hoeft

Rhoda J. Hoeft

STATE OF WISCONSIN)
) SS
County of Washington)

Personally came before me this 26 day of January, 2022, the above named Robert A. Hoeft and Rhoda J. Hoeft, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Jennifer Rozek

Print Name Jennifer Rozek

Notary Public, Washington County, WI.

My Commission Expires: 5-27-2025

NOTARY PUBLIC
JENNIFER ROZEK
STATE OF WISCONSIN

CONTINENTAL SURVEYING SERVICES LLC

Main Office:
2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 389-9200
Website: www.csssurveys.com
Email: survey@csssurveys.com

WISCONSIN
RICK R. HILLMANN
S-3005
MENOMONEE FALLS
WI.
LAND SURVEYOR

Revised this 19th Day of January, 2022.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 13th day of December, 2021

WCBA WASHINGTON COUNTY BUILDERS ASSOC. NSPS

Project No.: 20211103_CSM0002

Certified Survey Map_____

A Re-Division of Lot 2 and Lot 7, Block 4, of Woodland Manor, being a part of the Northwest ¼ and the Northeast ¼ of the Southwest ¼ of Section 20, Township 9 North, Range 20 East, located in the Village of Germantown, Washington County, Wisconsin

VILLAGE OF GERMANTOWN PLAN COMMISSION APPROVAL:

This Certified Survey Map is hereby approved by the Plan Commission of the Village of Germantown on this 10th day of January, 2022.

_____

Dean Wolter, Plan Commission Chairman

Laura A. Johnson

Laura A. Johnson, Secretary

VILLAGE OF GERMANTOWN BOARD APPROVAL:

This Certified Survey Map, being a re-division of Lot 2 and Lot 7, Block 4, of Woodland Manor, being a part of the Northwest ¼ and the Northeast ¼ of the Southwest ¼ of Section 20, Township 9 North, Range 20 East, located in the Village of Germantown, Washington County, Wisconsin, having been approved by the Planning Commission being the same, is hereby approved and accepted by the Village Board of Trustees of the Village of Germantown on this_____ day of _____, 20_____.

_____

Dean Wolter, Village President

_____

Deanna Braunschweig, Village Clerk

CONTINENTAL SURVEYING SERVICES LLC

Main Office:
2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 389-9200
Website: www.csssurveys.com
Email: survey@csssurveys.com

WISCONSIN
RICK R. HILLMANN
S-3005
MENOMONEE FALLS WI.
LAND SURVEYOR

Revised this 21st Day of January, 2022.
(Per City Comments)

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 13th day of December, 2021

WCBA NSPS

Project No.: 20211103_CSM0002

RESOLUTION No. 08- 2022

AMENDING
RESOLUTION NO. 16-97 CONTAINING CONDITIONS AND RESTRICTIONS FOR THE NEVIASER PLANNED DEVELOPMENT DISTRICT (PDD)

WHEREAS, Daniel Neviaser of Neviaser Investments applied for and was granted rezoning to the B-5: Highway Business Planned Development District (PDD) on the subject parcel (Key Number GTNV 334-100, hereinafter "the property") which was granted by the Village Board on March 17, 1997; and

WHEREAS, Section 17.27(4) of the Village of Germantown Municipal Code allows for the adoption of conditions and restrictions for PDDs, and

WHEREAS, Rachit Dhingra, agent for the Odyssey Hotel Group and ANR Capital LLC, property owners and successor to the orginal developer Daniel Neviaser, and Riversbend Country Club Inc., has requested approval of an amendment to the Neviaser PDD as it pertains to development of the former Riversbend golf course property and the Odyssey Hotel property and other conditions and requirements set forth in the Conditions and Restrictions Resolution No. 16-1997 as amended by Resolution No. 19-2016; and

WHEREAS, the Village Plan Commission did, on January 10, 2022, review said PDD amendment and subsequently recommended that the Village Board approve the proposed amendments to the Neviaser PDD and Resolution No. 16-97 as amended by Resolution No. 19-2016; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Germantown hereby approves and adopts the proposed amendments to the Neviaser PDD and amends Resolution No. 19-2016 as follows where items underlined are to be added and items ~~stricken~~ are to be deleted:

1. General Development Plan. ~~**Except for the expanded parking area depicted on Sheet C-1 dated November 8, 2016, the**~~ **The** plan **set** dated ~~**and revised through**~~ November **1, 2021** ~~**8, 1996**~~**, and supplemental landscaping & privacy fence plans approved by the Plan Commission**, shall be considered the approved General Development Plan for the subject property, including the location of driveways, parking spaces, buildings and signage Detailed surveys, utility plans, building plans, lighting Ind landscaping plans covering any portion of the total project intended for construction shall be presented to the Plan Commission prior to issuance of any building permits These plans shall conform substantially to the approved General Development Plan in both location, design and number. Utility and driveway plans shall be based on the standards of then Village Public Works Department. If revisions of the development plan are necessary due to adverse site conditions, resubmittal and approval of all revisions by the Plan Commission will be required.

2. Building size height, location, and lot coverage
    a. The building shall include up to a total of **100** ~~**130**~~ guest rooms.
    b. The building shall not exceed a height of 50 feet, except the parapet wall, which shall not exceed 60 feet tall.
    c. The buildings shall meet the following setback and lot coverage requirements:
        i. Front yard setback from Riversbend Lane: minimum 50 feet

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ii. Front yard setback from Riversbend Circle West: minimum 15 feet
iii. Side yard setback from south property line: minimum 50 feet
iv. Side yard setback from west property line: minimum 10 feet

d. The overall building, parking and hard surfaces shall not exceed 70% lot area.

3. Parking. The project shall include a minimum number of off-street parking spaces based on the **Village's parking stall guidelines under Section 17.45(1) of the Zoning Code and the** maximum number of rooms as follows:

   a. ~~**128**~~ **103** spaces: ~~**73 to 123**~~ **100** guest rooms
   ~~**b. 130 spaces: 123 to 130 guest rooms**~~

   No garages or maintenance buildings are approved for this site.

4. Driveway Construction and Ownership. All internal driveways shall be constructed and maintained by the owner. Construction standards will be to Village specifications. Private easements and access agreements are not enforced by the Village and must be addressed separately.

5. Public Utilities.
   a. The developer will provide all necessary easements and dedication of facilities as required by the Village Engineer.

6. Signage.
   a. The property is allowed one free standing sign, maximum 160 square feet area, maximum 25 foot height.
   b. The property is allowed two wall mounted signs, maximum 150 square feet each.
   c. All signs shall be internally illuminated.
   d. No roof signage is allowed for this project.
   e. No wall mounted signage is allowed on the north side of the building.

7. Specific Lighting and Landscaping plans**, including plans for a privacy fence to be installed along the north side of ther off-site parking lot,** shall be submitted to and approved by the Plan Commission prior to occupancy of the building.

8. Garbage and Refuse collection and Disposal shall be provided by the property owner at his cost.

9. The berm (including plantings) to be repaired and maintained by the property owner, with replacement of any dead plantings.

10. The minimum parking stall size shall be 162 sqft.

11. The minimum parking setback for parking areas located to the north, south and west of the hotel shall be (0) feet.

12. The minimum parking setback from the north parking area to the adjacent residential district shall be 43 feet.

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Introduced by Trustee: _____
Adopted: February 7, 2022

Vote: Ayes: _____
Nays: _____

_____
Dean Wolter, Village President

ATTEST:

_____
Deanna Braunschweig, Village Clerk

This instrument drafted by:

Jeffrey W. Retzlaff, AICP
Director Community Development Department
Village of Germantown

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BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: February 7, 2022

AGENDA ITEM: New Business RESOLUTION NO. 08-2022 PDD AMENDMENT]

ITEM TITLE: Rachit Dhingra, agent for Odyssey Hotel Group and ANR Capital LLC, Property Owners – W177 N9675 Riversbend Lane; Neviaser Planned Development District (PDD) Amendment

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

SUMMARY EXPLANATION:
In 1997 the Neviaser Planned Development District (Neviaser PDD) was created to facilitate development of a 74-room hotel on the 2.9-ac Odyssey Hotel Group property (currently operated as a Holiday Inn Express). In 2016, the Village approved an amendment to the Neviaser PDD to allow the hotel building to be expanded from two to four floors with a maximum of 130 guest rooms and building height up to fifty (50) feet.

At this time, the Odyssey Hotel Group is proposing a smaller expansion from two to three floors with a maximum 100 guest rooms. To match the smaller expansion, Odyssey proposes to amend the Neviaser PDD to:

1. Revise the number of required parking stalls from 128 to 103 consistent with the Village's parking stall guidelines under Section 17.45(1)(d) of the Zoning Code; and
2. Revise the General Development Plan (GDP) to include a revised "off-site" parking area to be located on the adjacent golf course parcel (which includes additional landscaping and an 8' high privacy fence along the parking lot).

PLAN COMMISSION RECOMMENDATIONS:
APPROVE the proposed amendment by Odyssey Hotel Group to the Neviaser PDD subject to two (2) conditions (see above).

NOTE: The Plan Commission also took action to APPROVE detailed Site Development & Building Plans for the expanded building & off-site parking area. The Plan Commission's requirement for an 8' high privacy fence along the north side of the parking lot. Final plans for the fence & landscaping will be reviewed & approved by the Plan Commission at the February 14 meeting.

APPLICATION, PLANS & RELATED DOCUMENTS:
All relevant documents, including the rezoning ordinance, CUP resolution, applications, plans, supporting information, the staff report & recommendation, and Plan Commission meeting minutes (when available) are included in the PDF digital file distributed by the Village Clerk.

RESOLUTION No. 08- 2022

AMENDING
RESOLUTION NO. 16-97 CONTAINING CONDITIONS AND RESTRICTIONS FOR THE NEVIASER PLANNED DEVELOPMENT DISTRICT (PDD)

WHEREAS, Daniel Neviaser of Neviaser Investments applied for and was granted rezoning to the B-5: Highway Business Planned Development District (PDD) on the subject parcel (Key Number GTNV 334-100, hereinafter "the property") which was granted by the Village Board on March 17, 1997; and

WHEREAS, Section 17.27(4) of the Village of Germantown Municipal Code allows for the adoption of conditions and restrictions for PDDs, and

WHEREAS, Rachit Dhingra, agent for the Odyssey Hotel Group and ANR Capital LLC, property owners and successor to the orginal developer Daniel Neviaser, and Riversbend Country Club Inc., has requested approval of an amendment to the Neviaser PDD as it pertains to development of the former Riversbend golf course property and the Odyssey Hotel property and other conditions and requirements set forth in the Conditions and Restrictions Resolution No. 16-1997 as amended by Resolution No. 19-2016; and

WHEREAS, the Village Plan Commission did, on January 10, 2022, review said PDD amendment and subsequently recommended that the Village Board approve the proposed amendments to the Neviaser PDD and Resolution No. 16-97 as amended by Resolution No. 19-2016; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Germantown hereby approves and adopts the proposed amendments to the Neviaser PDD and amends Resolution No. 19-2016 as follows where items underlined are to be added and items ~~stricken~~ are to be deleted:

1. General Development Plan. **~~Except for the expanded parking area depicted on Sheet C-1 dated November 8, 2016, the~~** **The** plan **set** dated **~~and revised through~~** November **1, 2021** **~~8, 1996~~**, **and supplemental landscaping & privacy fence plans approved by the Plan Commission**, shall be considered the approved General Development Plan for the subject property, including the location of driveways, parking spaces, buildings and signage Detailed surveys, utility plans, building plans, lighting Ind landscaping plans covering any portion of the total project intended for construction shall be presented to the Plan Commission prior to issuance of any building permits These plans shall conform substantially to the approved General Development Plan in both location, design and number. Utility and driveway plans shall be based on the standards of then Village Public Works Department. If revisions of the development plan are necessary due to adverse site conditions, resubmittal and approval of all revisions by the Plan Commission will be required.

2. Building size height, location, and lot coverage
    a. The building shall include up to a total of **100** **~~130~~** guest rooms.
    b. The building shall not exceed a height of 50 feet, except the parapet wall, which shall not exceed 60 feet tall.
    c. The buildings shall meet the following setback and lot coverage requirements:
        i. Front yard setback from Riversbend Lane: minimum 50 feet

ii. Front yard setback from Riversbend Circle West: minimum 15 feet
iii. Side yard setback from south property line: minimum 50 feet
iv. Side yard setback from west property line: minimum 10 feet

d. The overall building, parking and hard surfaces shall not exceed 70% lot area.

3. Parking. The project shall include a minimum number of off-street parking spaces based on the **Village's parking stall guidelines under Section 17.45(1) of the Zoning Code and the** maximum number of rooms as follows:

   a. ~~**128**~~ **103** spaces: ~~**73 to 123**~~ **100** guest rooms
   ~~**b. 130 spaces: 123 to 130 guest rooms**~~

   No garages or maintenance buildings are approved for this site.

4. Driveway Construction and Ownership. All internal driveways shall be constructed and maintained by the owner. Construction standards will be to Village specifications. Private easements and access agreements are not enforced by the Village and must be addressed separately.

5. Public Utilities.
   a. The developer will provide all necessary easements and dedication of facilities as required by the Village Engineer.

6. Signage.
   a. The property is allowed one free standing sign, maximum 160 square feet area, maximum 25 foot height.
   b. The property is allowed two wall mounted signs, maximum 150 square feet each.
   c. All signs shall be internally illuminated.
   d. No roof signage is allowed for this project.
   e. No wall mounted signage is allowed on the north side of the building.

7. Specific Lighting and Landscaping plans**, including plans for a privacy fence to be installed along the north side of ther off-site parking lot,** shall be submitted to and approved by the Plan Commission prior to occupancy of the building.

8. Garbage and Refuse collection and Disposal shall be provided by the property owner at his cost.

9. The berm (including plantings) to be repaired and maintained by the property owner, with replacement of any dead plantings.

10. The minimum parking stall size shall be 162 sqft.

11. The minimum parking setback for parking areas located to the north, south and west of the hotel shall be (0) feet.

12. The minimum parking setback from the north parking area to the adjacent residential district shall be 43 feet.

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Introduced by Trustee: _____
Adopted: _____, 2022

Vote: Ayes: _____
Nays: _____

_____
Dean Wolter, Village President

ATTEST:

_____
Deanna Braunschweig, Village Clerk

This instrument drafted by:

Jeffrey W. Retzlaff, AICP
Director Community Development Department
Village of Germantown

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PLAN COMMISSION MINUTES
January 10, 2022

CALL TO ORDER: Chairman Wolter called the meeting to order at 6:41 pm.

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

PUBLIC INPUT:
None

APPROVAL OF MINUTES:
MOTION Baum second Shadid to Approve the Minutes from December 13, 2021.
MOTION carried unanimously.

Odyssey Hotel Group, property owner of Holiday Inn Express - W177 N9675 Riversbend Lane.
The request is for approval of a proposed amendment to the Nevaiser Planned Development District (PDD) General Development Plan and conditions resolutions and site plan development and building plans for a 26-room hotel expansion and renovation for the property. Director Retzlaff summarized the proposal.

Public Hearing opened 6:59 pm.

Chairman Wolter read the following comments into the record:
-Rick Akeson, N97 W17770 Riversbend Circle, Vice President of the Riversbend Homeowners Association, commented on the ineffectiveness of the current berm that does not keep car headlights out of the residents living and bed rooms.
-Anne Wittig, W179 N9773 Riversbend Cir West, asked to not allow Holiday Inn to expand because of light and noise that is seen and heard at night and trespassing.
-Wally Watson-W178 N9743 Riversbend Cir West, Jerry & Carol Kommer-W178 N9745 Riversbend Cir W, Robert & Sue Ehmke-W178 N9739 Riversbend Cir W, were concerned with car lights shining underneath the trees into their houses and trespassing, they asked for an 8-foot berm.
-S. Engelman, W180 N9843 Riversbend Cir West, was concerned with the misuse of the parking areas and trespassing.

-Trustee Jan Miller said she received several emails and phone calls from owners along the expansion that expressed concerns about parking, headlights and intrusion on their property. They were not against the proposal but want to protect their property from headlights and trespassing. They asked that a fence be installed as a simple solution for the homeowners.
-Trustee Phil Hudson said he believed the residents want an 8-foot berm running east to west with plantings.

Public Hearing closed 7:11 pm.

Discussion followed regarding installing a fence versus a berm. Director Retzlaff explained the original plan called for additional landscaping but was never installed. He said the problem with installing any berm is the 100-year floodplain. Chairman Wolter said he remembers asking for a berm the full length of the condos, but that would have caused additional flooding in the spring. Director Retzlaff said his only concern with a fence is the aesthetics.

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Rachit Dhingra, property owner of Odyssey Hotels, stated he wants to be a good neighbor to the residents and that car headlights seem to be a problem because they shine through the pine trees. He can understand the request to put up a fence. He explained the hotel has been instructed to call the police if a resident complains about trespassing adding that some residents call the hotel to ask permission to fish in the pond. He will be as cooperative as possible to address all concerns. Jason Daye, Excel Engineering, explained installing a berm will be difficult because approval is needed from the DNR to fill wetland and develop along the floodplain. He feels a fence is the best option and could be softened with landscaping. Mike, Odyssey Hotel, requested that the fence be 10 to 15 feet off of the asphalt for snow storage.

MOTION Baum second Shadid to Approve the proposed amendment by Odyssey Hotel Group to the Neviaser PDD subject to the following conditions:

1. ***The General Development Plan (GDP) referenced in the Neviaser PDD shall be revised to include the proposed "off-site" parking lot and landscaping improvements and features shown in the plan set dated November 1, 2021; specifically Sheets C1.1 and C1.3.***
2. ***The proposed amendments shall be codified into an appropriate resolution amending the current list of conditions & restrictions for the Neviaser PDD to be considered for approval by the Village Board.***

MOTION carried unanimously.

MOTION Baum second Shadid to Approve the site development and building plans for the proposed 26-room hotel expansion, renovations and minor "off-site" parking lot improvements for the existing hotel facility located at W177 N9675 Riversbend Lane subject to the following conditions:

1. ***This approval is for the proposed building expansion and "off-site" parking lot improvements for the following plans unless superseded by subsequent plan sheets approved by the Village Planner or Village Engineer pursuant to revisions required herein and/or by the Plan Commission:***
    a. ***Architectural plan set dated October 4, 2021 (elevations & renderings)***
    b. ***Architectural plan set dated September 17, 2021 (floor plans)***
    c. ***Civil plan set dated November 1, 2021***
2. ***All landscaping, grading, paving, storm water management, utility and other improvements shown on the approved site plans shall be installed as approved prior to issuance of an occupancy permit for the building addition unless a cash bond or letter of credit in an amount equal to 120 percent of the estimated installation and material costs reviewed and approved by the Village is submitted to the Village as necessary to ensure that installation of the proposed features and improvements will be completed within one (1) year after issuance of the occupancy permit.***
3. ***State agency (DSPS) approved plans and a $20,000 occupancy bond are required by Inspection Services at the time of building permit application. The Village of Germantown is an authorized delegated agent of DSPS to provide all commercial plan review and inspection services through SAFEBuilt of WI and the Village of Germantown.***
4. ***All permanent and/or temporary signage including modifications to existing exterior signage will require separate review and approval of a Sign Permit by the Plan Commission (permanent signs) or Planning & Zoning Staff (temporary signs). Contact Lori Johnson, Planning & Zoning Services to coordinate all Sign Permit applications.***

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5. ***Additional buffering comprised of evergreen and deciduous trees and shrubs ~~in combination with a low-level earth berm (to the extent allowed without impacting the floodplain)~~ shall be installed along the northern edge of the existing paved asphalt parking lot. Said plantings shall be a type, quantity and location that will provide an obstructed view of any/all vehicles that park in the 26 stalls used by the hotel. The size and timing of said plantings shall provide the required obstructed view up to a height of 4 feet above the finished pavement grade of the northernmost parking stalls within 2 years after planting. A revised landscape plan meeting these requirements shall submitted to the Village Planner for review and approval prior to issuance of a building permit for the hotel expansion with the required plantings to be installed within three (3) months after issuance of the hotel expansion occupancy permit.***
6. ***ANR Capital LLC should consider installing appropriate signage and/or other measures to mitigate trespass onto the former golf course property. Other than the installation of "No Trespassing" signage, the owner shall contact the Village Planner to discuss what, if any, permits or approvals may be required prior to the installation of other physical improvements intended to mitigate/prohibit illegal trespass onto the property.***
7. ***An eight (8) foot tall fence shall be installed from the east edge of the parking lot to a point two-thirds of the way to the vertical dotted line where the grade changes. A revised landscape plan shall be brought back to the Plan Commission for review and approval prior to installation of the fence.***

Mr. Dhingra commented that the residents asked for a 5-foot fence saying an 8-foot fence may look odd. Trustee Hudson stated some neighbors asked for 5-foot fence, some are asking for an 8-foot berm, and the compromise would be an 8-foot berm, but he realizes a berm is not on the table. He said the fence could be softened up significantly with some evergreen type landscaping perhaps on both sides of the fence. Chairman Wolter said a fence would stop the lights completely, but aesthetically we are asking for some plantings to break up the large expanse of the 8-foot wall and would be appreciated.

Discussion continued. Director Retzlaff commented at what point do we require the hotel owner to provide all of the screening and where should it be, closer to the property line or closer to where the source of the headlights are? If the fence is 10 feet off the property line some landscaping should be required on the south side of the fence at a minimum. The idea of staggering the fence and landscaping was discussed. Trustee Hudson said that is not what the citizens are asking for. He understands the aesthetics and snow issue but does not think the fence should stop and continue. Trustee Baum said it depends on the selection of plants used and suggested a dense arborvitae will block out anything in the gap.

MOTION to Amend Nilles second Baum to strike references to the berm in Condition #5. MOTION to Amend carried unanimously.

Mr. Dhingra stated residents should call the hotel general manager if they have complaints. He will provide the GM's phone number to the Riversbend Homeowners Association adding he wants to make sure the area is safe.

Director Retzlaff said a formal landscape plan should be brought back to the Plan Commission for approval.

***MOTION to Approve as Amended carried unanimously*.**

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PLANNED DEVELOPMENT DISTRICT (PDD) AMENDMENT & SITE PLAN REVIEW

1/10/22 Plan Commission Meeting

Odyssey Hotel Group / Holiday Inn Express

Village Planner Report **Germantown, Wisconsin**

Summary

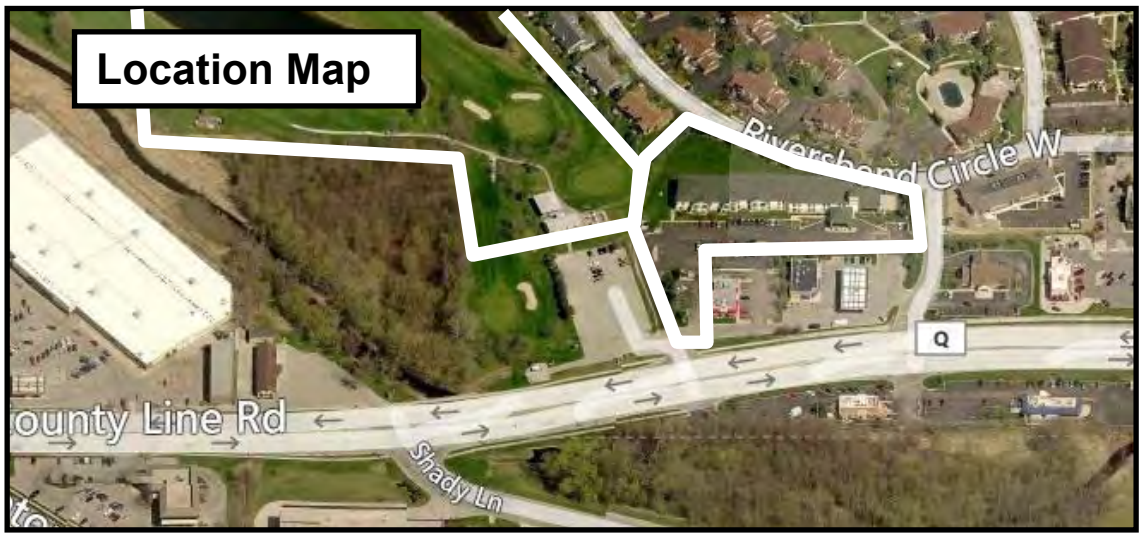
Rachit Dhingra, agent for Odyssey Hotel Group, and ANR Capital LLC, property owners, is seeking approval of a proposed amendment to the Neviaser Planned Development District (PDD) General Development Plan (GDP) and conditions resolution; and site development and building plans for a 26-room hotel expansion and renovation for the property located at W177 N9675 Riversbend Lane.

Location: W177 N9675 Riversbend Lane

Agent/
Property Owner: Rachit Dhingra
ANR Capital LLC & Odyssey Hotel Group
1808 N. Wells Street
Chicago, IL

Zoning: B-5: Highway Business/PDD (Odyssey Hotel Group property; Holiday Inn)
I: Institutional/PDD (ANR Capital LLC property; golf course)

Adjacent Land Uses		Zoning
North	Residential/	Rm-3
South	Commercial	B-5
East	Commercial/Residential	B-5/Rm-3
West	Commercial	B-1/B-2



Background

The 2.88-acre Odyssey Hotel property located at W177 N9675 Riversbend Lane is east and adjacent to the former Riversbend golf course property and south of the residential area known as the Riversbend Condominiums. In 1997 the Neviaser PDD was created to facilitate development of the property with a 74-room hotel. Currently, the hotel is operated by Odyssey Hotels as a Holiday Inn Express.

In 2016, the Village approved amendments to the Neviaser PDD to allow the hotel building to be expanded from two to four floors with a maximum building height up to fifty (50) feet, a parapet wall height up to 60 feet, and up to 130 guest rooms. At the same time, the Village approved amendments to the Riversbend Planned Development District (PDD) to remove "golf course" as a permitted use and added "off-site parking" as a permitted use. At that time, the Odyssey Hotel Group had an offer to purchase the golf course property from Charles Schmit (and eventually did) and construct an expanded parking area with as many as 56 parking stalls north of the existing parking lot serving the Buffalo Wild Wings & Starbucks development (subject to pre-existing cross-access and shared parking easements that were created when the BWW development was originally approved in 2012).

Two (2) concept plans for an expanded "off-site" parking lot were submitted as part of the 2016 PDD amendment; each showing the different number and arrangement of future parking stalls for the "off-site" parking lot west of the hotel. Sheet C-1 presents the original 2016 concept plan for an additional 56 parking stalls with additional asphalt extending north of and onto the former golf course parcel along with an extended landscaped berm. The current proposal eliminates the need for any additional asphalt or parking stalls on the former golf course parcel.

Proposal

<u>PDD Amendment</u>

At this time, Rachit Dhingra, agent for the property owner, Odyssey Hotel Group, has submitted a proposal to amend the Neviaser PDD to:

1. Revise Condition #3 to reduce the number of required parking stalls from 128 to 103 consistent with the Village's parking stall guidelines under Section 17.45(1)(d) of the Zoning Code; and
2. Revise Condition #1 to supplement the General Development Plan (GDP) to include the revised and reduced "off-site" parking area (Sheet C1.1) and additional landscape plantings to be installed on the existing berm on the former golf course property (Sheet C1.3)

<u>Site Development & Building Plans</u>

In addition to the PDD amendment, site development and building plans have been submitted for expansion of the hotel from two to three floors and from 74 to 100 guest rooms (vs. four floors and 130 rooms), as well as, extensive interior and exterior building renovations. Minor site improvements are proposed to an existing "off-site" parking area located west of and adjacent to the hotel property on the former golf course parking lot shared with the Buffalo Wild Wings and Starbucks retail properties.

As shown on Sheets C1.1 & C1.3 of the plan set, the "off-site" parking area will NOT be expanded to the extent originally proposed in 2016. No asphalt or parking stalls will be constructed on the former golf course parcel; only a sidewalk linking the hotel property to the existing 26 parking stalls in the north part of the "off-site" parking area is proposed, along with additional plantings added to the existing landscaped berm northeast of the parking stalls (for an additional buffer for the Riversbend residential area).

The existing parking lot south of the hotel will be re-striped with 77 parking stalls (@ 162 sqft per stall as provided in the PDD) with the handicapped stalls relocated to west of the main entrance. A total of 103 parking stalls will be provided (103 stalls are recommended under Section 17.45 of the Zoning Code).

As discussed in the proposal narrative, exterior building improvements include the following:

1. existing hip roof to be removed
2. third floor to be added with existing lobby height increased
3. Four support columns for existing Porte Cochere will be reused and a new metal canopy structure installed
4. stone finish at the main entry and at the main pier of the Porte Cochere
5. EIFS wall finishes on the existing building will be repainted and new EIFS installed on areas of new construction to match
6. EIFS at the main entry section will receive a thicker EIFS finish and a metal trellis will be used at the cap of the main entry
7. existing stair tower will be refinished with a horizontal wood plank system
8. new roof structure will be tapered and have parapet walls with varied heights around the entire perimeter (see below)
9. brick finish around the pool area will remain with the actual pool eliminated and the interior area reconfigured
10. The existing concrete patio will remain as outdoor seating accessed from the breakfast area

The proposed building height(s) are in accordance with the existing PDD and include:

- Main parapet at 3rd floor: 32' 0"
- Upper parapet: 36' 9"
- Stair Tower parapet: 40' 9"
- Lobby parapet: 13' 0"

Staff Comments

Ordinarily, changes to a PDD go through the PDD amendment process requiring both Plan Commission and Village Board approval. As stated in Section 17.27 of the Zoning Code, the overall intent of the Planned Development (PD) overlay District is to *"…permit greater flexibility…more creative design…while providing a higher level of amenities…while providing the Village with assurances that the project will retain the character envisioned at the time of approval".*

As required under Section 17.27(9) of the Zoning Code, the Plan Commission shall determine if a proposed amendment to the PDD is "minor", or, if the proposed amendments are significant enough to "materially affect the intended design of the project and the impact of the project on neighboring uses". *(NOTE: A finding that the change is a "minor" change means that the Plan Commission recommendation can be considered by the Village Board without a public hearing; a "substantial" change requires a public hearing before the Village Board renders a decision on the proposed change).*

Regarding the proposed amendments to the Neviaser PDD, it is Staff's opinion that the proposed amendments <u>are</u> <u>significant</u> <u>changes</u> to the proposed development and warrant a public hearing as part of the review/approval process.

Although the public hearing and Plan Commission action were tabled from the December 13 meeting at the request of the applicant, the hearing was opened with individuals present allowed to speak. As noted in the meeting minutes, residents from the Riversbend residential area commented on the impact of vehicle headlights from the parking lot on their property and disturbances created/caused by people trespassing on the former golf course property. For these reasons, those who spoke recommended the installation of additional and strategically placed berms, landscaping and/or a privacy fence on the golf course property to mitigate these impacts.

The following staff recommendation was made back in 2016 in anticipation of the submittal of site development plans for the future hotel and parking lot expansion:

> *"Although detailed site plans are not expected to be submitted for a few years, it's important to identify any issues or items the Village currently considers important and that will/may need to be addressed in those detailed plans. One of those issues concerns the berming and landscaping in the area adjacent to the Riversbend condominium residential area. The berm and landscaping plan that was approved in the original PDD anticipated the construction of a golf course clubhouse having a particular orientation and additional landscaping deemed necessary to buffer the residential area. After development of the restaurant and multi-tenant building, it became clear that without the clubhouse and remaining landscaping that wasn't completed, the amount of buffering was less than adequate. Consequently, the detailed landscaping plan to be prepared for the parking lot <u>and</u> building expansion will have to present a substantial amount of landscaping and/or berming to achieve the desired buffering effect."*

As described above, the extent of the "off-site" parking lot on the former golf course parcel is not as great as was originally proposed back in 2016. As a result, the current plan is to only install additional plantings on the existing berm at the northeast corner of the parking lot.

Staff's opinion is that the proposed plantings are not sufficient to provide the level of buffering that would have been provided when the former golf course was planned to include a clubhouse and other landscaping around it that would provide an additional layer of visual buffering between the Riversbend residential area and the commercial

parking lots used by the hotel, BWW and Starbucks patrons. Consequently, staff recommends that additional buffering comprised of evergreen and deciduous trees and shrubs in combination with a low-level earth berm (to the extent allowed without impacting the floodplain) be installed along the northern edge of the existing paved asphalt parking lot. Said plantings shall be a type, quantity and location that will eventually provide an obstructed view of any/all vehicles that park in the 26 stalls used by the hotel provided that said plantings (up to 100 percent obstructed view up to 4 feet above the finished pavement grade of the northernmost parking stalls within 2 years after planting). A revised landscape plan meeting these requirements shall be submitted to the Village Planner for review and approval prior to issuance of a building permit for the hotel expansion with the required plantings to be installed within three (3) months after issuance of the hotel expansion occupancy permit.

Fire Department

The Fire Department has recommended approval of the proposed hotel expansion plans subject to the following:

- No occupancy of the hotel during construction should be permitted.
- All new and/or additional fire protection measures will need to be consistent with the commercial building code with actual locations of any new or relocated fire protection equipment to be approved by the Fire Department.

Building Inspection

State approved plans and the standard $20,000 occupancy bond will be required prior to issuing a building permit for the hotel expansion.

Village Staff Recommendation

APPROVE Staff's recommendation that the proposed PDD amendments are "significant" changes that require a public hearing to be held concurrent with the Plan Commission consideration of the PDD amendment.

APPROVE the proposed amendment by Odyssey Hotel Group to the Neviaser PDD subject to the following conditions:

1. The General Development Plan (GDP) referenced in the Neviaser PDD shall be revised to include the proposed "off-site" parking lot and landscaping improvements and features shown in the plan set dated November 1, 2021; specifically Sheets C1.1 and C1.3.
2. The proposed amendments shall be codified into an appropriate resolution amending the current list of conditions & restrictions for the Neviaser PDD to be considered for approval by the Village Board.

APPROVE the site development and building plans for the proposed 26-room hotel expansion, renovations and minor "off-site" parking lot improvements for the existing hotel facility located at W177 N9675 Riversbend Lane subject to the following conditions:

1. This approval is for the proposed building expansion and “off-site” parking lot improvements for the following plans unless superseded by subsequent plan sheets approved by the Village Planner or Village Engineer pursuant to revisions required herein and/or by the Plan Commission:
    a. Architectural plan set dated October 4, 2021 (elevations & renderings)
    b. Architectural plan set dated September 17, 2021 (floor plans)
    c. Civil plan set dated November 1, 2021

2. All landscaping, grading, paving, storm water management, utility and other improvements shown on the approved site plans shall be installed as approved prior to issuance of an occupancy permit for the building addition unless a cash bond or letter of credit in an amount equal to 120 percent of the estimated installation and material costs reviewed and approved by the Village is submitted to the Village as necessary to ensure that installation of the proposed features and improvements will be completed within one (1) year after issuance of the occupancy permit.

3. State agency (DSPS) approved plans and a $20,000 occupancy bond are required by Inspection Services at the time of building permit application. The Village of Germantown is an authorized delegated agent of DSPS to provide all commercial plan review and inspection services through SAFEBuilt of WI and the Village of Germantown.

4. All permanent and/or temporary signage including modifications to existing exterior signage will require separate review and approval of a Sign Permit by the Plan Commission (permanent signs) or Planning & Zoning Staff (temporary signs). Contact Lori Johnson, Planning & Zoning Services to coordinate all Sign Permit applications.

5. Additional buffering comprised of evergreen and deciduous trees and shrubs in combination with a low-level earth berm (to the extent allowed without impacting the floodplain) shall be installed along the northern edge of the existing paved asphalt parking lot. Said plantings shall be a type, quantity and location that will provide an obstructed view of any/all vehicles that park in the 26 stalls used by the hotel. The size and timing of said plantings shall provide the required obstructed view up to a height of 4 feet above the finished pavement grade of the northernmost parking stalls within 2 years after planting. A revised landscape plan meeting these requirements shall submitted to the Village Planner for review and approval prior to issuance of a building permit for the hotel expansion with the required plantings to be installed within three (3) months after issuance of the hotel expansion occupancy permit.

6. ANR Capital LLC should consider installing appropriate signage and/or other measures to mitigate trespass onto the former golf course property. Other than the installation of “No Trespassing” signage, the owner shall contact the Village Planner to discuss what, if any, permits or approvals may be required prior to the installation of other physical improvements intended to mitigate/prohibit illegal trespass onto the property.

Village of Germantown ...Willkommen

Fee must accompany application

- ☐ $700 Minor Addition
- ☐ $1,240 Construction <10,000 SF
- ☐ $2,095 Construction 10,000 SF to 50,000
- ☐ $3,460 Industrial Construction >50,000 SF
- ☐ $3,460 Commercial Construction >50,000
- ☐ $200 Plan Commission Consultation
- ☐ $125 Fire Department Plan Review

PAID_____ DATE_____

SITE PLAN REVIEW APPLICATION

Pursuant to Section 17.43 of the Municipal Code

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

1 APPLICANT OR AGENT

Odyssey Hotel Group
W177N9675 Riversbend Ln
Germantown, WI 53022

Phone (312)867-7911
E-Mail rdhingra@odysseyhotels.com

PROPERTY OWNER

Odyssey Hotel Group
W177N9675 Riversbend Ln
Germantown, WI 53022

Phone (312)867-7911
E-Mail rdhingra@odysseyhotels.com

2 PROPERTY ADDRESS

W177N9675 Riversbend Ln

3 NEIGHBORING USES – Specify name and type of use, e.g. Enviro Tech – Industrial, Smith – Residential, etc.

North	South	East	West
Condos	Commercial - KFC, Speedway	Commercial - Thrivent, Panda Express	Commercial - Starbucks Parking Lot

4 READ AND INITIAL THE FOLLOWING:

X I am aware of the Village of Germantown ordinance requiring fire sprinklers in most new construction.

X I understand that all new development is subject to Impact and/or Connection Fees that must be paid before building permits will be issued.

X I understand that an incomplete application will be withdrawn from the Plan Commission agenda and that all resubmissions to the Plan Commission are subject to a new application fee.

5 SIGNATURES – ALL APPLICATION MUST BE SIGNED BY OWNER!

Applicant — Date: Oct/27/2021

Owner — Date: Oct/27/2021

Village of
Germantown
Willkommen

Fee Must Accompany Application

☐ $820 Paid _____Date_____

☐ $200 PC Consultation Only
Paid _____Date_____

PLANNED DEVELOPMENT DISTRICT (PDD) AMENDMENT APPLICATION

Applications NOT signed by the Property Owner(s) will not be accepted. Attach additional sheets and/or include supplemental information in support of your application.

APPLICANT OR AGENT:
Odyssey Hotel Group

Address: W177N9675 Riversbend Ln
Germantown, WI 53022

Phone: 312-867-7911

FAX:

E-Mail: rdhingra@odysseyhotels.com

PROPERTY OWNER(S):
Odyssey Hotel Group

Address: W177N9675 Riversbend Ln
Germantown, WI 53022

Phone: 312-867-7911

FAX:

E-Mail: rdhingra@odysseyhotels.com

PDD Name & Resolution No.:

Resolution No. 19-16 which amended Resolution No. 16-97 for the Neviaser PDD

Legal Description of Property or Area (metes and bounds description):

Attach separate legal description if necessary

Lot 1 of Certified Survey Map No. 3903 recorded in the office of the Register of Deeds for Washington County, Wisconsin, on July 22, 1992 in Volume 25 of Certified Survey Maps, at Page 14, as Document No. 607696, being a part of the Southwest Quarter of the Southeast Quarter of Section 33, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

Check all that apply:

☐ **REQUEST TO AMEND PDD ZONING**

☐ **REQUEST TO AMEND PDD GENERAL DEVELOPMENT PLAN**

☒ **REQUEST TO AMEND PDD CONDITIONS & RESTRICTIONS**

List of Proposed Amendment(s) (include Resolution # and Condition #):

Attach Revised Plan(s) or Separate Pages as Necessary

Resolution # 19-16, Condition #3 - Parking.

Reduction in parking is requested. There will be less than 128 parking spaces which was what was required by the 2016 approval for a 73-128 guest room hotel. See attached narrative for explanation.

Detailed Explanation and Justification for Proposed Amendment(s):

Attach Revised Plan(s) or Separate Pages as Necessary

See attached narrative.

APPLICATION SUBMITTAL REQUIREMENTS (to be submitted at time of application):

All Amendment Applications:

- ☒ Complete Application Form (Affidavit of Understanding and signatures required)
- ☒ Application Fee
- ☒ Detailed explanation of and justification for proposed amendment(s)
- ☒ Detailed explanation of if and how the proposed amendment(s) will affect other aspects of the development included within the PDD

General Development Plan Amendment Only:

- ☐ Legal Description of the land subject of map amendment in electronic/digital file format (e.g. Microsoft Word)
- ☐ Revised or New General Development Plan at a scale of 1" = 50' or other suitable scale necessary to accurately present:
  - Exterior boundary of the land subject of the map amendment
  - All existing and/or proposed features to be included in the development

AFFIDAVIT OF UNDERSTANDING

Please read and indicate that you understand and agree to the following (initials in box):

[x] I understand that Village Staff, the Plan Commission and/or the Village Board may request additional information to properly evaluate this application and failure to provide such information may be sufficient justification to deny this application;

[x] I understand that, regardless of the justification and/or information provided in support of my application, the Village is not obligated to approve my application nor amend the PDD as requested;

[x] I am aware that the approval of an application to amend a PDD only amends the General Development Plan and/or conditions & Restrictions Resolution and does not otherwise revise or change the zoning of the land affected by the amendment(s), and, I may be required to obtain separate permits and/or approvals (e.g. site plan, building permits, etc.) from the Village or other agencies as a prerequisite to actual or continued development of such land.

ALL APPLICATIONS MUST BE SIGNED BY THE APPLICANT/AGENT AND PROPERTY OWNER(S)

Oct/27/2021		Oct/27/2021	
Applicant/Agent	Date	Property Owner	Date
Applicant/Agent	Date	Property Owner	Date

November 1, 2021

PDD Amendment Narrative

Project: Odyssey Hotel Group – Holiday Inn Express conversion to Fairfield Inn & Suites
W177N9675 Riversbend Ln
Germantown, WI 50322

Odyssey Hotel Group is requesting PDD Amendment review and approval for the Holiday Inn property at W177N9675 Riversbend Lane (Tax Parcel #GTNV_334100). The requested amendment is to Resolution No. 19-16 from December 19, 2016 (which amended Resolution No. 16-97 for the Neviaser PDD). Odyssey Hotel Group is the successor to the original developer.

The exterior of the building will be modified as shown in the attached exterior elevations and renderings. The existing hip roof on the building will be removed, a third floor will be added and the existing lobby will be heightened. Four (4) columns supporting the existing Porte Cochere will be reused and a new metal canopy structure will be installed in its place to comply with Fairfield Inn and Suites' prototype. A stone finish is proposed at the main entry and at the main pier of the Porte Cochere. EIFS (Exterior Insulated Finishing System) on the existing building will be repainted and the EIFS installed on the new construction will match existing adjacent finishes. The EIFS at the main entry section will receive a thicker EIFS finish (+5, +6") and a metal "trellis" will be used at the cap of the main entry. The existing stair tower is being refinished with a horizontal wood plank system per prototype. The new roof structure will be tapered and have a parapet with varied heights around the entire perimeter. The brick finish around the pool area will remain. The pool is being eliminated completely and the interior reconfigured. The existing concrete patio will remain as outdoor seating accessed from the breakfast area. Some minor site work including the reconfiguring of existing parking spaces and new sidewalk is proposed. The existing building footprint is not being altered or added onto.

The proposed building height(s) are in accordance with the existing PDD and include:

- Main parapet at third floor = +32'-0"
- Upper parapet = +36'-9"
- Parapet at stair tower + 40'-9"
- Parapet at Lobby / Breakfast Area = +13'-0"

The proposed amendment is to Condition #3 – Parking. Resolution 19-16 approved the following:

3. Parking. The project shall include a minimum **number** of ~~85~~ off-street parking spaces **based on the maximum number of rooms as follows:** No garages or maintenance buildings are approved for this site.
   a. **128 spaces: 73 to 123 guest rooms**
   b. **130 spaces: 123 to 130 guest rooms**

Currently, 103 spaces for 100 guest rooms are proposed. The proposed number of spaces is less than the previously approved parking from Resolution No. 19-16. Pursuant to the Village of Germantown Municipal Code [Section 17.45(1)(d)12] this is an adequate number of spaces for a hotel having 100 guest rooms (1 space per guest room) and 6 employees (1 space for each 2 employees) per shift.

A substantial buffer currently exists along the northern perimeter of the hotel property fronting on Riversbend Circle W and Riversbend Lane obscuring the view of the hotel as viewed from those respective streets. The residential properties northwest of the hotel also have a dense evergreen screen along their lot lines. A low berm with evergreen trees is located at the northeast corner of the hotel parking spaces to the west (north end of the Buffalo Wild Wings/Starbucks parking lot); other than the construction of a connector sidewalk to provide pedestrian access from these parking spaces to the hotel, the parking spaces will not be modified or altered. Landscape plantings will be added to the existing berm at the northeast corner of the commercial parking lot to provide additional screening from the residential properties that are north of the parking lot.

RESOLUTION NO. 18-16

AMENDING RESOLUTION NO. 02-13 CONTAINING CONDITIONS AND RESTRICTIONS FOR THE RIVERSBEND COUNTRY CLUB INC-CONTINENTAL 246 FUND LLC PLANNED DEVELOPMENT DISTRICT ("RIVERSBEND PDD")

WHEREAS, Continental 246 Fund LLC, agent for Riversbend Country Club Inc., property owner (hereinafter "Developer") applied for and was granted B-1 Neighborhood Business District zoning with a Planned Development District (PDD) overlay on the subject parcels located on County Line Road in the Village of Germantown (the "PDD Property"); and

WHEREAS, Section 17.27(4) of the Village of Germantown Municipal Code allows for the adoption of conditions and restrictions for Planned Development Districts; and

WHEREAS, Rachit Dhingra, agent for Odyssey Hotels, property owner and successor to the orginal developer Daniel Neviaser, and Riversbend Country Club Inc., property owner, has requested approval for a series of amendments to the Neviaser PDD and the Riversbend-Continental 246 Fund LLC PDD as it pertains to development of the Riversbend golf course property and the Odyssey Hotel property and other conditions and requirements set forth in the Conditions and Restrictions Resolution No. 16-97 and No. 02-13; and

WHEREAS, the Village Plan Commission did, on December 12, 2016, review said PDD amendments and subsequently recommended that the Village Board approve the proposed amendments to the Neviaser PDD and Resolution No. 16-97; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Germantown hereby approves and adopts the proposed amendments to the Neviaser PDD and amends Resolution No. 02-13 as follows where items underlined are to be added and items ~~stricken~~ are to be deleted:

1. **General Development Plans**. **Except for the expanded parking area depicted on Sheet C-1 dated November 8, 2016,** ~~**Exhibit B,**~~ the detailed set of site development and building plans dated December 20, 2012, shall be considered the General Development Plans for this PDD, including the size and orientation of the building, setbacks, and location of access points, landscaping, utilities, grading and erosion control plan, floor plan and architectural elevations. All development within the PDD property shall be consistent with these plans or any subsequent plans (additional or revised) submitted pursuant to the conditions of approval adopted by the Plan Commission on January 14, 2013. Significant changes to said site development and building plans may require further review and approval by the Plan Commission as deemed necessary by the Zoning Administrator.

~~2.~~ **Use Regulations**. The uses allowed for Lot 1 and Lot 2 shall be as set forth in the B-1: Neighborhood Business Zoning District regulations (Zoning Code Section 17.28), except that a restaurant with outdoor service shall be allowed on Lot 2 to the extent shown in the approved plans. The uses allowed for Lot 3 shall be as set forth in the I: Institutional Zoning District regulations (Zoning Code Section 17.26), except that ~~**a golf course with a club house facility shall be allowed on Lot 3 only to the extent shown in the General**~~

~~Development Plans.~~ "off-site parking areas" shall be allowed as a permitted use consistent with the site plans dated November 8, 2016.

Introduced by: Baum

Adopted: December 19, 2016

Vote: Ayes: 9 Nays: 0

Dean M. Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk

RESOLUTION No. 19 - 16

AMENDING
RESOLUTION NO. 16-97 CONTAINING CONDITIONS AND RESTRICTIONS FOR THE NEVIASER PLANNED DEVELOPMENT DISTRICT (PDD)

WHEREAS, Daniel Neviaser of Neviaser Investments applied for and was granted rezoning to the B-5: Highway Business Planned Development District (PDD) on the subject parcel (Key Number GTNV 334-100, hereinafter "the property") which was granted by the Village Board on March 17, 1997; and

WHEREAS, Section 17.27(4) of the Village of Germantown Municipal Code allows for the adoption of conditions and restrictions for PDDs, and

WHEREAS, Rachit Dhingra, agent for Odyssey Hotels, property owner and successor to the orginal developer Daniel Neviaser, and Riversbend Country Club Inc., property owner, has requested approval for a series of amendments to the Neviaser PDD and the Riversbend-Continental 246 Fund LLC PDD as it pertains to development of the Riversbend golf course property and the Odyssey Hotel property and other conditions and requirements set forth in the Conditions and Restrictions Resolution No. 16-97 and No. 02-13; and

WHEREAS, the Village Plan Commission did, on December 12, 2016, review said PDD amendments and subsequently recommended that the Village Board approve the proposed amendments to the Neviaser PDD and Resolution No. 16-97; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Germantown hereby approves and adopts the proposed amendments to the Neviaser PDD and amends Resolution No. 16-97 as follows where items underlined are to be added and items ~~stricken~~ are to be deleted:

1. General Development Plan. **Except for the expanded parking area depicted on Sheet C-1 dated November 8, 2016,** the plan dated and revised through November 8, 1996, shall be considered the approved General Development Plan for the subject property, including the location of driveways, parking spaces, buildings and signage Detailed surveys, utility plans, building plans, lighting Ind landscaping plans covering any portion of the total project intended for construction shall be presented to the Plan Commission prior to issuance of any building permits These plans shall conform substantially to the approved General Development Plan in both location, design and number. Utility and driveway plans shall be based on the standards of then Village Public Works Department. If revisions of the development plan are necessary due to adverse site conditions, resubmittal and approval of all revisions by the Plan Commission will be required.

2. Building size height, location, and lot coverage
    a. The building shall include **up to a total of 130** ~~no more than 73~~ guest rooms.
    b. The building shall **not exceed a height of 50 feet** ~~be no more than 35 feet in height as per Section 17.08(13),~~ except the **parapet** ~~eastern~~ tower, which **shall not exceed** ~~may be up to 35~~ **60** feet tall.
    c. The buildings shall meet the following setback and lot coverage requirements:
        i. Front yard setback from Riversbend Lane: minimum 50 feet

ii. Front yard setback from Riversbend Circle West: minimum 15 feet
iii. Side yard setback from south property line: minimum 50 feet
iv. Side yard setback from west property line: minimum **10** **49** feet

d. The overall building, parking and hard surfaces shall not exceed 70% lot area.

3. Parking. The project shall include a minimum **number** of **85** off-street parking spaces **based on the maximum number of rooms as follows:** No garages or maintenance buildings are approved for this site.
   a. 128 spaces: 73 to 123 guest rooms
   b. **130 spaces: 123 to 130 guest rooms**

4. Driveway Construction and Ownership. All internal driveways shall be constructed and maintained by the owner. Construction standards will be to Village specifications. Private easements and access agreements are not enforced by the Village and must be addressed separately.

5. Public Utilities.
   a. The developer will provide all necessary easements and dedication of facilities as required by the Village Engineer.

6. Signage.
   a. The property is allowed one free standing sign, maximum 160 square feet area, maximum 25 foot height.
   b. The property is allowed two wall mounted signs, maximum 150 square feet each.
   c. All signs shall be internally illuminated.
   d. No roof signage is allowed for this project.
   e. No wall mounted signage is allowed on the north side of the building.

7. Specific Lighting and Landscaping plans shall be submitted to and approved by the Plan Commission prior to occupancy of the building.

8. Garbage and Refuse collection and Disposal shall be provided by the property owner at his cost.

9. The berm (including plantings) to be repaired and maintained by the property owner, with replacement of any dead plantings.

10. The minimum parking stall size shall be 162 sqft.

11. The minimum parking setback for parking areas located to the north, south and west of the hotel shall be (0) feet.

12. The minimum parking setback from the north parking area to the adjacent residential district shall be 43 feet.

Amending Resolution No. 16-97 Neviaser Planned Development District (PDD)
Resolution 19-16

Introduced by Trustee: Baum
Adopted: December 19, 2016

Vote: Ayes: 9
Nays: 0

Dean M. Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk

This instrument drafted by:
Jeffrey W. Retzlaff, AICP, Director, Community Development Department, Village of Germantown

GENERAL DEVELOPMENT PLAN FOR:
ODYSSEY HOTELS
GERMANTOWN, WISCONSIN

LEGEND

- 000.00 — PROPOSED SPOT ELEVATIONS (FLOW LINE OF CURB UNLESS OTHERWISE SPECIFIED)
- 000.00 EG — EXISTING GRADE SPOT ELEVATIONS
- 000.00 BG / 000.00 FG — PROPOSED SPOT ELEVATIONS (REFERENCE R–WALL DETAIL) BG–FINISHED SURFACE GRADE AT BACK OF WALL FG–FINISHED SURFACE GRADE AT FRONT OF WALL
- 000.00 TC / 000.00 BC — PROPOSED SPOT ELEVATIONS (TOP OF CURB, BOTTOM OF CURB)
- 000.00 TW / 000.00 BW — PROPOSED SPOT ELEVATIONS (TOP OF WALK, BOTTOM OF WALK)
- EXISTING WATER VALVE IN BOX
- PROPOSED WATER VALVE IN BOX
- EXISTING WATER VALVE IN MANHOLE
- EXISTING WATER SERVICE VALVE
- EXISTING TELEPHONE MANHOLE
- EXISTING STORM CATCH BASIN
- PROPOSED STORM CATCH BASIN – ST CB
- PROPOSED STORM FIELD INLET – ST FI
- EXISTING SQUARE CATCH BASIN
- EXISTING STORM CURB INLET
- PROPOSED STORM CURB INLET – ST CI
- EXISTING UTILITY POLE
- EXISTING UTILITY POLE WITH GUY WIRE
- EXISTING STREET LIGHT
- EXISTING TELEPHONE PEDESTAL
- EXISTING ELECTRIC PEDESTAL
- EXISTING ELECTRIC BOX
- EXISTING CABLE TV PEDESTAL
- PROPOSED DRAINAGE FLOW
- 1–1/4" REBAR SET WEIGHING 4.30 LB/FT.
- 3/4" REBAR SET WEIGHING 1.50 LB/FT.
- 1–1/4" REBAR FOUND
- 3/4" REBAR FOUND
- 2" IRON PIPE FOUND
- 1" IRON PIPE FOUND
- EXISTING FLOOD LIGHT
- SECTION CORNER
- PROPOSED APRON END SECTION
- EXISTING MARSH AREA
- EXISTING DECIDUOUS TREE WITH TRUNK DIAMETER
- EROSION MATTING
- IP — PROPOSED INLET PROTECTION
- EXISTING CONIFEROUS TREE
- EXISTING SHRUB
- EXISTING STUMP
- SOIL BORING
- EXISTING WELL
- PROPOSED WELL
- EXISTING LIGHT POLE
- EXISTING SIGN
- CENTER LINE
- EXISTING HANDICAP PARKING STALL
- PROPOSED HANDICAP PARKING STALL
- EXISTING GAS VALVE
- EXISTING WOODED AREA
- EXISTING HEDGE
- EXISTING CHAINLINK FENCE
- EXISTING WOOD FENCE
- EXISTING BARBED WIRE FENCE
- PROPOSED PROPERTY LINE
- EXISTING GUARD RAIL
- ST — EXISTING STORM SEWER AND MANHOLE
- ST — PROPOSED STORM SEWER AND MANHOLE – ST MH
- SA — EXISTING SANITARY SEWER AND MANHOLE
- SA — PROPOSED SANITARY SEWER AND MANHOLE – SAN MH
- W — EXISTING WATER LINE AND HYDRANT
- W — PROPOSED WATER LINE AND HYDRANT
- OU — EXISTING OVERHEAD UTILITY LINE
- FO — EXISTING UNDERGROUND FIBER OPTIC LINE
- E — EXISTING UNDERGROUND ELECTRIC CABLE
- T — EXISTING UNDERGROUND TELEPHONE CABLE
- G — EXISTING UNDERGROUND GAS LINE
- PROPOSED CURB AND GUTTER
- EXISTING CURB AND GUTTER
- GRADING/SEEDING LIMITS
- RIGHT–OF–WAY LINE
- INTERIOR PROPERTY LINE
- RAILROAD TRACKS
- 800 — EXISTING GROUND CONTOUR
- 800 — PROPOSED GROUND CONTOUR
- POL — EXISTING POLISH SEWER AND MANHOLE
- POL — PROPOSED POLISH SEWER AND MANHOLE
- P — EXISTING PROCESS SEWER AND MANHOLE
- P — PROPOSED PROCESS SEWER AND MANHOLE
- CLW — EXISTING CLEAR WATER LINE
- CLW — PROPOSED CLEAR WATER LINE

PLAN SPECIFICATIONS (BASED ON CSI FORMAT)

DIVISION 31 EARTH WORK

31 10 00 SITE CLEARING (DEMOLITION)

A. CONTRACTOR SHALL CALL DIGGER'S HOT LINE AND CONDUCT A PRIVATE UTILITY LOCATE AS REQUIRED TO ENSURE THAT ALL UTILITIES HAVE BEEN LOCATED BEFORE STARTING SITE DEMOLITION. DESIGN ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN PLAN AND FIELD CONDITIONS PRIOR TO CONSTRUCTION.
B. DEMOLITION PLAN IS AN OVERVIEW OF DEMOLITION TO TAKE PLACE ON SITE. CONTRACTOR TO FIELD VERIFY EXISTING SITE CONDITIONS PRIOR TO BIDDING. CONTRACTOR SHALL REMOVE, REPLACE, OR DEMOLISH ALL ITEMS AS NEEDED DURING CONSTRUCTION.
C. CONTRACTOR TO PROTECT EXISTING IMPROVEMENTS THAT ARE SCHEDULED TO REMAIN. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPLACED AT CONTRACTORS EXPENSE.
D. ALL CONCRETE NOTED TO BE REMOVED SHALL BE REMOVED TO THE NEAREST CONTROL JOINT.

31 20 00 EARTH MOVING

A. CONTRACTOR SHALL CALL DIGGER'S HOT LINE AND CONDUCT A PRIVATE UTILITY LOCATE AS REQUIRED TO ENSURE THAT ALL UTILITIES HAVE BEEN LOCATED BEFORE STARTING EXCAVATION. DESIGN ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN PLAN AND FIELD CONDITIONS PRIOR TO CONSTRUCTION.
B. PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT FOR ALL EXCAVATION, GRADING, FILL AND BACKFILL WORK AS REQUIRED TO COMPLETE THE GENERAL CONSTRUCTION WORK. ALL EXCAVATION AND BACKFILL FOR ELECTRICALS AND MECHANICALS ARE THE RESPONSIBILITY OF THE RESPECTIVE CONTRACTOR UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.
C. ALL ORGANIC TOPSOIL INSIDE THE BUILDING AREA, UNDER PAVED AREAS, AND AT SITE FILL AREAS SHALL BE REMOVED. PROOF ROLL SUBGRADES BEFORE PLACING FILL WITH HEAVY PNEUMATIC-TIRED EQUIPMENT, SUCH AS A FULLY-LOADED TANDEM AXLE DUMP TRUCK, TO IDENTIFY SOFT POCKETS AND AREAS OF EXCESS YIELDING. CONTRACTOR SHALL VERIFY TOPSOIL DEPTHS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REVIEW AND FOLLOW THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND ACCOUNT FOR EXISTING CONDITIONS PRIOR TO SUBMITTING BID FOR THE PROJECT. EXCESS MATERIALS SHALL BE REMOVED FROM THE SITE UNLESS OTHERWISE DIRECTED IN THE PLANS OR BY LOCAL ZONING REQUIREMENTS.
D. PLACE AND COMPACT FILL MATERIAL IN LAYERS TO REQUIRED ELEVATIONS. UNIFORMLY MOISTEN OR AERATE SUBGRADE AND EACH SUBSEQUENT FILL OR BACKFILL LAYER BEFORE COMPACTION AS RECOMMENDED TO ACHIEVE SPECIFIED DRY DENSITY. REMOVE AND REPLACE OR SCARIFY AND AIR DRY, OTHERWISE SATISFACTORY SOIL MATERIAL THAT IS TOO WET TO COMPACT TO SPECIFIED DRY DENSITY.
E. PLACE BACKFILL AND FILL MATERIALS IN LAYERS NOT MORE THAN 8" IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT, AND NOT MORE THAN 4" IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPERS.
F. NOT LESS THAN THE FOLLOWING PERCENTAGES OF MAXIMUM DRY DENSITY ACCORDING TO ASTM D-698, STANDARD PROCTOR TEST. FILL MAY NOT BE PLACED ON FROZEN GROUND AND NO FROZEN MATERIALS MAY BE USED FOR BACK FILL. APPLY THE MORE STRINGENT REQUIREMENTS WHEN COMPARING BETWEEN THE FOLLOWING AND THE GEOTECHNICAL REPORT.
1. UNDER FOUNDATIONS - SUBGRADE, AND EACH LAYER OF BACKFILL OR FILL MATERIAL, TO NOT LESS THAN 98 PERCENT.
2. UNDER INTERIOR SLAB-ON-GRADE WHERE GROUNDWATER IS MORE THAN 1 FEET BELOW THE SLAB - PLACE A DRAINAGE COURSE LAYER OF 3/4" CRUSHED STONE, WITH 5% TO 12% FINES, PER THICKNESS INDICATED ON FOUNDATION PLANS ON PREPARED SUBGRADE. COMPACT THE SUBGRADE AND DRAINAGE COURSE TO NOT LESS THAN 95 PERCENT.
3. UNDER INTERIOR SLAB-ON-GRADE WHERE GROUNDWATER IS WITHIN 3 FEET OF THE SLAB SURFACE- PLACE A DRAINAGE COURSE LAYER OF CLEAN 3/4" CRUSHED STONE, WITH NO MORE THAN 5% FINES, PER THICKNESS INDICATED ON FOUNDATION PLANS ON PREPARED SUBGRADE. COMPACT THE SUBGRADE AND DRAINAGE COURSE TO NOT LESS THAN 95 PERCENT.
4. UNDER EXTERIOR CONCRETE AND ASPHALT PAVEMENTS - COMPACT THE SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL TO NOT LESS THAN 95 PERCENT.
5. UNDER WALKWAYS - COMPACT SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL TO NOT LESS THAN 95 PERCENT.
6. UNDER LAWN OR UNPAVED AREAS - COMPACT SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL, TO NOT LESS THAN 85 PERCENT.

G. CONTRACTOR SHALL ENGAGE A QUALIFIED INDEPENDENT TESTING AND INSPECTING AGENCY TO PERFORM FIELD TESTS AND INSPECTIONS. IT IS SUGGESTED THAT THE GEOTECHNICAL FIRM USED TO PERFORM THE SUBSURFACE SOIL INVESTIGATION BE ENGAGED FOR THE FIELD QUALITY CONTROL TESTS THE GEOTECHNICAL REPORT WAS PERFORMED BY (NAME OF GEOTECHNICAL FIRM).
H. ALLOW THE TESTING AGENCY TO TEST AND INSPECT SUBGRADES AND EACH FILL OR BACKFILL LAYER. PROCEED WITH SUBSEQUENT EARTHWORK ONLY AFTER TEST RESULTS FOR PREVIOUSLY COMPLETED WORK COMPLY WITH REQUIREMENTS. PROVIDE ONE TEST FOR EVERY 2000 SQUARE FEET OF PAVED AREA OR BUILDING SLAB, ONE TEST FOR EACH SPREAD FOOTING, AND ONE TEST FOR EVERY 50 LINEAR FEET OF WALL STRIP FOOTING.
I. WHEN THE TESTING AGENCY REPORTS THAT SUBGRADES, FILLS, OR BACKFILLS HAVE NOT ACHIEVED DEGREE OF COMPACTION SPECIFIED, SCARIFY AND MOISTEN OR AERATE, OR REMOVE AND REPLACE SOIL TO DEPTH REQUIRED; RECOMPACT AND RETEST UNTIL SPECIFIED COMPACTION IS OBTAINED.
J. THE BUILDING SITE SHALL BE GRADED TO PROVIDE DRAINAGE AWAY FROM THE BUILDING AS INDICATED ON THE PLANS. SITE EARTHWORKS SHALL BE GRADED TO WITHIN 0.10' OF REQUIRED EARTHWORK ELEVATIONS ASSUMING POSITIVE DRAINAGE IS MAINTAINED IN ACCORDANCE WITH THE GRADING PLAN.

31 30 00 EROSION CONTROL

A. THE GRADING PLAN REFLECTS LESS THAN 1 ACRE OF DISTURBED AREA. THE SITE IS THEREFORE EXEMPT FROM WISCONSIN DEPARTMENT OF NATURAL RESOURCES NR 216 NOTICE OF INTENT REQUIREMENTS. THE DESIGN ENGINEER SHALL PREPARE AN EROSION CONTROL PLAN TO MEET NR 151.105 CONSTRUCTION SITE PERFORMANCE STANDARDS FOR NON-PERMITTED SITES.
B. EROSION AND SEDIMENT CONTROL IMPLEMENTED DURING CONSTRUCTION SHALL STRICTLY COMPLY WITH THE GUIDELINES AND REQUIREMENTS SET FORTH IN WISCONSIN ADMINISTRATIVE CODE (W.A.C.) NR 151, THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES RUNOFF MANAGEMENT PERFORMANCE STANDARDS. TECHNICAL STANDARDS PUBLISHED BY THE WISCONSIN DNR SHALL ALSO BE UTILIZED TO DETERMINE THE REQUIRED PERFORMANCE STANDARDS. THE METHODS AND TYPES OF EROSION CONTROL WILL BE DEPENDENT ON THE LOCATION AND TYPE OF WORK INVOLVED. ALL SEDIMENT CONTROL MEASURES SHALL BE ADJUSTED TO MEET FIELD CONDITIONS, AND INSTALLED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL. BELOW IS A LIST OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES TO ACHIEVE THE PERFORMANCE STANDARDS REQUIRED.
1. SILT FENCE SHALL BE PLACED ON SITE AT LOCATIONS SHOWN ON THE EROSION CONTROL PLAN. SILT FENCE SHALL ALSO BE PROVIDED AROUND THE PERIMETER OF ALL SOIL STOCKPILES THAT WILL EXIST FOR MORE THAN 7 DAYS. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1056 (CURRENT EDITION).
2. DITCH CHECKS SHALL BE PROVIDED TO REDUCE THE VELOCITY OF WATER FLOWING IN DITCH BOTTOMS. PLACE AT LOCATIONS SHOWN ON THE EROSION CONTROL PLAN. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1062 (CURRENT EDITION).
3. STONE TRACKING PADS AND TRACKOUT CONTROL PRACTICES SHALL BE PLACED AT ALL CONSTRUCTION SITE ENTRANCES AND SHALL BE INSTALLED PRIOR TO ANY TRAFFIC LEAVING THE CONSTRUCTION SITE. SEE THE EROSION CONTROL PLAN FOR LOCATIONS. THE AGGREGATE USED FOR THE STONE TRACKING PAD SHALL BE 3/8" TO 3 INCH CLEAR OR WASHED STONE AND SHALL BE PLACED IN A LAYER AT LEAST 12 INCHES THICK. THE STONE SHALL BE UNDERLAIN WITH A WISDOT TYPE R GEOTEXTILE FABRIC AS NEEDED. THE TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT (12' MIN WIDTH) AND SHALL BE A MINIMUM OF 50 FEET LONG. SURFACE WATER MUST BE PREVENTED FROM PASSING THROUGH THE TRACKING PAD. OTHER TRACKOUT CONTROL PRACTICES INCLUDING STABILIZED WORK SURFACES, MANUFACTURED TRACKOUT CONTROL DEVICES, TIRE WASHING AND STREET/PAVEMENT CLEANING SHALL BE IMPLEMENTED AS NECESSARY TO MITIGATE THE TRACKOUT OF SEDIMENT OFFSITE. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1057 (CURRENT EDITION).
4. STORM DRAIN INLET PROTECTION SHALL BE PROVIDED FOR ALL NEW AND DOWNSTREAM STORM CATCH BASINS AND CURB INLETS. TYPE B OR C PROTECTION SHOULD BE PROVIDED AND SHALL BE IN CONFORMANCE WITH WISCONSIN DNR TECHNICAL STANDARD 1060 (CURRENT EDITION).
5. DUST CONTROL MEASURES SHALL BE PROVIDED TO REDUCE OR PREVENT THE SURFACE AND AIR TRANSPORT OF DUST DURING CONSTRUCTION. CONTROL MEASURES INCLUDE APPLYING MULCH AND ESTABLISHING VEGETATION, WATER SPRAYING, SURFACE ROUGHENING, APPLYING POLYMERS, SPRAY-ON TACKIFIERS, CHLORIDES, AND BARRIERS. SOME SITES MAY REQUIRE AN APPROACH THAT UTILIZES A COMBINATION OF MEASURES FOR DUST CONTROL. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1068 (CURRENT EDITION).
6. THE USE, STORAGE, AND DISPOSAL OF CHEMICALS, CEMENT, AND OTHER COMPOUNDS AND MATERIALS USED ON SITE SHALL BE MANAGED DURING THE CONSTRUCTION PERIOD TO PREVENT THEIR TRANSPORT BY RUNOFF INTO WATERS OF THE STATE.
7. CONTRACTOR SHALL PROVIDE AN OPEN AGGREGATE CONCRETE TRUCK WASHOUT AREA ON SITE. CONTRACTOR TO ENSURE THAT CONCRETE WASHOUT SHALL BE CONTAINED TO THIS DESIGNATED AREA AND NOT BE ALLOWED TO RUN INTO STORM INLETS OR INTO THE OVERLAND STORMWATER DRAINAGE SYSTEM. WASHOUT AREA SHALL BE REMOVED UPON COMPLETION OF CONSTRUCTION.
8. TEMPORARY SITE RESTORATION SHALL TAKE PLACE IN DISTURBED AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH LAND DISTURBING ACTIVITIES WILL NOT BE PERFORMED FOR A PERIOD GREATER THAN 14 DAYS AND REQUIRES VEGETATIVE COVER FOR LESS THAN ONE YEAR. THIS TEMPORARY SITE RESTORATION REQUIREMENT ALSO APPLIES TO SOIL STOCKPILES THAT EXIST FOR MORE THAN 7 DAYS. PERMANENT RESTORATION APPLIES TO AREAS WHERE PERENNIAL VEGETATIVE COVER IS NEEDED TO PERMANENTLY STABILIZE AREAS OF EXPOSED SOIL. PERMANENT STABILIZATION SHALL OCCUR WITHIN 3 WORKING DAYS OF FINAL GRADING. TOPSOIL, SEED, AND MULCH SHALL BE IN GENERAL CONFORMANCE WITH TECHNICAL STANDARDS 1058 AND 1059 AND SHALL MEET THE SPECIFICATIONS FOUND IN THE LANDSCAPING AND SITE STABILIZATION SECTION OF THIS CONSTRUCTION DOCUMENT. ANY SOIL EROSION THAT OCCURS AFTER FINAL GRADING AND/OR FINAL STABILIZATION MUST BE REPAIRED AND THE STABILIZATION WORK REDONE.
9. IF SITE DEWATERING IS REQUIRED FOR PROPOSED CONSTRUCTION ACTIVITIES, ALL SEDIMENT LADEN WATER GENERATED DURING THE DEWATERING PROCESS SHALL BE TREATED TO REMOVE SEDIMENT PRIOR TO DISCHARGING OFF-SITE OR TO WATERS OF THE STATE. FOLLOW ALL PROCEDURES FOUND IN TECHNICAL STANDARD 1061.
10. ALL OFF-SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF CONSTRUCTION WORK OR A STORM EVENT SHALL BE CLEANED UP BY THE END OF EACH WORKING DAY. DUST CONTROL REQUIREMENTS SHALL BE FOLLOWED PER WI DNR TECHNICAL STANDARD 1068 (CURRENT EDITION). FLUSHING SHALL NOT BE ALLOWED.

C. ALL EROSION CONTROL DEVICES SHALL AT A MINIMUM BE INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24 HOUR PERIOD. MAINTENANCE SHALL BE PERFORMED PER WISCONSIN ADMINISTRATIVE CODE (W.A.C.) NR 151 STORMWATER MANAGEMENT TECHNICAL STANDARD REQUIREMENTS.
D. EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL THE AREA(S) SERVED HAVE ESTABLISHED VEGETATIVE COVER.
E. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL LOCAL EROSION CONTROL PERMITS.

DIVISION 32 EXTERIOR IMPROVEMENTS

32 20 00 CONCRETE AND AGGREGATE BASE

A. CONTRACTOR TO PROVIDE CRUSHED AGGREGATE BASE AND CONCRETE WHERE INDICATED ON THE PLANS.
B. ALL AGGREGATE PROVIDED MUST COMPLY WITH SECTION 305 OF THE WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION. ALL AGGREGATE PLACED MUST BE COMPACTED TO AN AVERAGE DENSITY PER WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION.
C. DESIGN AND CONSTRUCTION OF ALL CAST-IN-PLACE EXTERIOR CONCRETE FLAT WORK SHALL CONFORM TO ACI 330R-08 & ACI 318-08.
D. EXTERIOR CONCRETE FLAT WORK CONSTRUCTION TO BE PROVIDED PER MORE STRINGENT REQUIREMENTS OF THE GEOTECHNICAL REPORT OR THIS SPECIFICATION. CONCRETE FLAT WORK CONSTRUCTION IS AS FOLLOWS:
1. SIDEWALK CONCRETE/ PATIO - 4" OF CONCRETE OVER 4" OF 3/4" CRUSHED-AGGREGATE BASE. CONTRACTION JOINTS SHALL CONSIST OF 1/8" WIDE BY 1" DEEP TOOLED JOINT WHERE INDICATED ON THE PLANS.

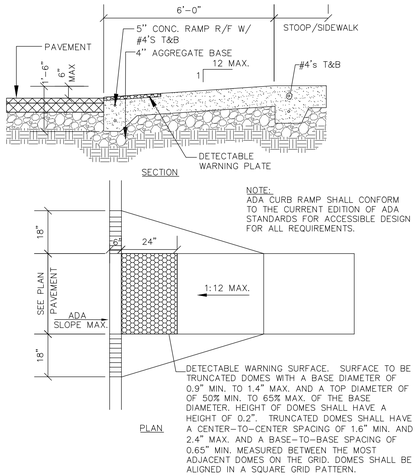
E. DESIGN MIXES SHALL BE IN ACCORDANCE WITH ASTM C94
1. STRENGTH TO BE MINIMUM OF 4,500 PSI AT 28 DAYS FOR EXTERIOR CONCRETE.
2. MAXIMUM WATER/CEMENT RATIO SHALL BE 0.45
3. SLUMP SHALL NOT EXCEED 4" FOR EXTERIOR CONCRETE FLAT WORK
4. SLUMP SHALL BE 2.5" OR LESS FOR SLIP-FORMED CURB AND GUTTER
5. SLUMP SHALL BE BETWEEN 1.5" TO 3" FOR NON SLIP-FORMED CURB AND GUTTER.
6. ALL EXTERIOR CONCRETE SHALL BE AIR ENTRAINED WITH 4% TO 7% AIR CONTENT. NO OTHER ADMIXTURES SHALL BE USED WITHOUT APPROVAL OF EXCEL ENGINEERING, INC. CALCIUM CHLORIDE SHALL NOT BE USED.
7. MAXIMUM AGGREGATE SIZE FOR ALL EXTERIOR CONCRETE SHALL BE 0.75 INCHES.

F. VERIFY EQUIPMENT CONCRETE PAD SIZES WITH RESPECTIVE CONTRACTORS. PADS SHALL HAVE FIBERMESH 300 FIBERS AT A RATE OF 1.5 LBS/CU. YD. OR 6 X 6-W1.4 X W1.4 WELDED WIRE MESH WITH MINIMUM 1 INCH COVER. EQUIPMENT PADS SHALL BE 3.5 INCHES THICK WITH 1 INCH CHAMFER UNLESS SPECIFIED OTHERWISE. COORDINATE ADDITIONAL PAD REQUIREMENTS WITH RESPECTIVE CONTRACTOR.
G. ALL CONCRETE FLAT WORK SURFACES AND CONCRETE CURB FLOWLINES SHALL BE CONSTRUCTED TO WITHIN 0.05' OF DESIGN SURFACE AND FLOWLINE GRADES ASSUMING POSITIVE DRAINAGE IS MAINTAINED IN ACCORDANCE WITH THE DESIGN PLANS.
H. CONCRETE FLAT WORK SHALL HAVE CONSTRUCTION JOINTS OR SAW CUT JOINTS PLACED AS INDICATED ON THE PLANS OR PER THIS SPECIFICATION. SAWCUTS SHALL BE DONE AS SOON AS POSSIBLE, BUT NO LATER THAN 24 HOURS AFTER CONCRETE IS PLACED. CONCRETE CURB AND GUTTER JOINTING SHALL BE PLACED EVERY 10' OR CLOSER (6' MIN.). IF CONCRETE PAVEMENT IS ADJACENT TO CONCRETE CURB, JOINTING IN THE PAVEMENT AND CURB SHALL ALIGN. ALL EXTERIOR CONCRETE SHALL HAVE A LIGHT BROOM FINISH UNLESS NOTED OTHERWISE. A UNIFORM COAT OF A HIGH SOLIDS CURING COMPOUND MEETING ASTM C309 SHOULD BE APPLIED TO ALL EXPOSED CONCRETE SURFACES. ALL CONCRETE IS TO BE CURED FOR 7 DAYS. EXTERIOR CONCRETE SHALL BE SEPARATED FROM BUILDINGS WITH CONTINUOUS 0.5 INCH FIBER EXPANSION JOINT AND/OR 0.25 INCH FIBER EXPANSION JOINT AT DECORATIVE MASONRY UNITS.
I. ALL REINFORCING BARS SHALL BE ASTM A615 GRADE 60. THICKNESS OF CONCRETE COVER OVER REINFORCEMENT SHALL BE NOT LESS THAN 3" WHERE CONCRETE IS DEPOSITED AGAINST THE GROUND WITHOUT THE USE OF FORMS AND NOT LESS THAN 1.5" IN ALL OTHER LOCATIONS. ALL REINFORCING SHALL BE LAPPED 36 DIAMETERS FOR UP TO #6 BARS, 60 DIAMETERS FOR #7 TO #10 BARS OR AS NOTED ON THE DRAWINGS AND EXTENDED AROUND CORNERS WITH CORNER BARS. PLACING AND DETAILING OF STEEL REINFORCING AND REINFORCING SUPPORTS SHALL BE IN ACCORDANCE WITH CRSI AND ACI MANUAL AND STANDARD PRACTICES. THE REINFORCEMENT SHALL NOT BE PAINTED AND MUST BE FREE OF GREASE/OIL, DIRT OR DEEP RUST WHEN PLACED IN THE WORK. ALL WELDED WIRE FABRIC SHALL MEET THE REQUIREMENTS OF ASTM A 185. WELDED WIRE FABRIC SHALL BE PLACED 2" FROM TOP OF SLAB, UNLESS INDICATED OTHERWISE.
J. CONTRACTOR SHALL ENGAGE A QUALIFIED INDEPENDENT TESTING AND INSPECTING AGENCY TO SAMPLE MATERIALS, PERFORM TESTS, AND SUBMIT TEST REPORTS DURING CONCRETE PLACEMENT. TESTS WILL BE PERFORMED ACCORDING TO ACI 301. CAST AND LABORATORY CURE ONE SET OF FOUR STANDARD CYLINDERS FOR EACH COMPOSITE SAMPLE FOR EACH DAY'S POUR OF EACH CONCRETE MIX EXCEEDING 5 CU. YD., BUT LESS THAN 25 CU. YD., PLUS ONE SET FOR EACH ADDITIONAL 50 CU. YD. OR FRACTION THEREOF PRODUCED DAILY. COMPRESSIVE-STRENGTH TESTS ACCORDING TO ASTM C 39. TEST TWO SPECIMENS AT 7 DAYS AND TWO SPECIMENS AT 28 DAYS. PERFORM SLUMP TESTING ACCORDING TO ASTM C 143. PROVIDE ONE TEST AT POINT OF PLACEMENT FOR EACH COMPOSITE SAMPLE, BUT NOT LESS THAN ONE TEST FOR EACH DAY'S POUR OF EACH CONCRETE MIX. PERFORM ADDITIONAL TESTS WHEN CONCRETE CONSISTENCY APPEARS TO CHANGE.
K. PROTECT FRESHLY PLACED CONCRETE FROM PREMATURE DRYING AND EXCESSIVE COLD OR HOT TEMPERATURES. IN HOT, DRY, AND WINDY WEATHER, APPLY AN EVAPORATION CONTROL COMPOUND ACCORDING TO MANUFACTURER'S INSTRUCTIONS AFTER SCREEDING AND BULL FLOATING, BUT BEFORE POWER FLOATING AND TROWELLING.
L. LIMIT MAXIMUM WATER-CEMENTITOUS RATIO OF CONCRETE EXPOSED TO FREEZING, THAWING AND DEICING SALTS TO 0.45.
M. TEST RESULTS WILL BE REPORTED IN WRITING TO THE DESIGN ENGINEER, READY-MIX PRODUCER, AND CONTRACTOR WITHIN 24 HOURS AFTER TESTS. REPORTS OF COMPRESSIVE STRENGTH TESTS SHALL CONTAIN THE PROJECT IDENTIFICATION NAME AND NUMBER, DATE OF CONCRETE PLACEMENT, NAME OF CONCRETE TESTING SERVICE, CONCRETE TYPE AND CLASS, LOCATION OF CONCRETE BATCH IN STRUCTURE, DESIGN COMPRESSIVE STRENGTH AT 28 DAYS, CONCRETE MIX PROPORTIONS AND MATERIALS, COMPRESSIVE BREAKING STRENGTH, AND TYPE OF BREAK FOR BOTH 7-DAY TESTS AND 28-DAY TESTS.

32 30 00 LANDSCAPING AND SITE STABILIZATION

A. TOPSOIL: CONTRACTOR TO PROVIDE A MINIMUM OF 6" OF TOPSOIL FOR ALL DISTURBED OPEN AREAS. REUSE SURFACE SOIL STOCKPILED ON SITE AND SUPPLEMENT WITH IMPORTED OR MANUFACTURED TOPSOIL FROM OFF SITE SOURCES WHEN QUANTITIES ARE INSUFFICIENT. EXCAVATOR SHALL BE RESPONSIBLE FOR ROUGH PLACEMENT OF TOPSOIL TO WITHIN 1" OF FINAL GRADE PRIOR TO LANDSCAPER FINAL GRADING. LANDSCAPER TO PROVIDE PULVERIZING AND FINAL GRADING OF TOPSOIL. PROVIDE SOIL ANALYSIS BY A QUALIFIED SOIL TESTING LABORATORY AS REQUIRED TO VERIFY THE SUITABILITY OF SOIL TO BE USED AS TOPSOIL AND TO DETERMINE THE NECESSARY SOIL AMENDMENTS. TEST SOIL FOR PRESENCE OF ATRAZINE AND INFORM EXCEL ENGINEERING, INC. IF PRESENT PRIOR TO BIDDING PROJECT. TOPSOIL SHALL HAVE A PH RANGE OF 5.5 TO 8. CONTAIN A MINIMUM OF 5 PERCENT ORGANIC MATERIAL CONTENT, AND SHALL BE FREE OF STONES 1 INCH OR LARGER IN DIAMETER. ALL MATERIALS HARMFUL TO PLANT GROWTH SHALL ALSO BE REMOVED.
TOPSOIL INSTALLATION: LOOSEN SUBGRADE TO A MINIMUM DEPTH OF 6 INCHES AND REMOVE STONES LARGER THAN 1" IN DIAMETER. ALSO REMOVE ANY STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND DISPOSE OF THEM OFF THE PROPERTY. SPREAD TOPSOIL TO A DEPTH OF 6" BUT NOT LESS THAN WHAT IS REQUIRED TO MEET FINISHED GRADES AFTER LIGHT ROLLING AND NATURAL SETTLEMENT. DO NOT SPREAD TOPSOIL IF SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET. GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. GRADE TO WITHIN 0.05 FEET OF FINISHED GRADE ELEVATION.
B. SEEDED LAWNS:
1. PERMANENT LAWN AREAS SHALL BE SEEDED WITH THE FOLLOWING MIXTURE: 65% KENTUCKY BLUEGRASS BLEND (2.0-2.6 LBS./1,000 S.F.), 20% PERENNIAL RYEGRASS (0.6-0.8 LBS./1,000 S.F.), 15% FINE FESCUE (0.4-0.6 LBS./1,000 S.F.). STRAW AND MULCH SHALL BE LAID AT 100LBS/1,000 S.F. FERTILIZE AS PER SOIL TEST OR APPLY 5-10-10 OR EQUIVALENT AT 5-6 LBS./1,000 S.F. SEE EROSION MATTING SPECIFICATIONS AS REQUIRED. ALL SITE DISTURBED AREAS NOT DESIGNATED FOR OTHER LANDSCAPING AND SITE STABILIZATION METHODS SHALL BE SEEDED AS PERMANENT LAWN. NO BARE TOPSOIL SHALL BE LEFT ONSITE. FOLLOW PROCEDURES FOUND IN WDNR TECHNICAL STANDARDS 1058 & 1059.
2. ALL PERMANENT AND TEMPORARY STORM WATER CONVEYANCE SWALE BOTTOMS AND SIDE SLOPES AS WELL AS STORMWATER MANAGEMENT BASIN BOTTOMS AND SIDE SLOPES SHALL BE SEEDED WITH THE FOLLOWING MIXTURE: 45% KENTUCKY BLUEGRASS (0.60 LBS./1000 S.F.), 40% CREEPING RED FESCUE (0.50 LBS./1,000 S.F.), AND 15% PERENNIAL RYEGRASS (0.20 LBS./1,000 S.F.). FERTILIZE AS PER SOIL TEST OR APPLY 5-10-10 OR EQUIVALENT AT 5-6 LBS./1,000 S.F. SEE EROSION MATTING SPECIFICATIONS AS REQUIRED. FOLLOW PROCEDURES FOUND IN WDNR TECHNICAL STANDARDS 1058 & 1059.
3. ALL TEMPORARY SEEDING SHALL CONSIST OF THE FOLLOWING MIXTURE: 100% RYEGRASS AT 1.9 LBS./1,000 S.F. STRAW AND MULCH SHALL BE LAID AT 100 LBS./1,000 S.F. FERTILIZE AS PER SOIL TEST OR APPLY 5-10-10 OR EQUIVALENT AT 5-6 LBS./1,000 S.F. SEE EROSION MATTING SPECIFICATIONS AS REQUIRED. FOLLOW PROCEDURES FOUND IN WDNR TECHNICAL STANDARDS 1058 & 1059.

C. SEEDED LAWN MAINTENANCE: CONTRACTOR TO PROVIDE MAINTENANCE OF ALL LANDSCAPING FOR A PERIOD OF 90 DAYS FROM THE DATE OF INSTALLATION. AT THE END OF THE MAINTENANCE PERIOD, A HEALTHY, UNIFORM, CLOSE STAND OF GRASS SHOULD BE ESTABLISHED FREE OF WEEDS AND SURFACE IRREGULARITIES. LAWN COVERAGE SHOULD EXCEED 90% AND BARE SPOTS SHOULD NOT EXCEED 5"X5". CONTRACTOR SHOULD REESTABLISH LAWNS THAT DO NOT COMPLY WITH THESE REQUIREMENTS AND CONTINUE MAINTENANCE UNTIL LAWNS ARE SATISFACTORY.
D. EROSION MATTING: CONTRACTOR TO PROVIDE EROSION CONTROL MATTING (NORTH AMERICAN GREEN S150) OR EQUIVALENT ON ALL SLOPES THAT ARE 4:1 AND GREATER OUTSIDE OF STORMWATER CONVEYANCE SWALES AND STORMWATER MANAGEMENT BASINS.
E. TREES AND SHRUBS: FURNISH NURSERY-GROWN TREES AND SHRUBS WITH HEALTHY ROOT SYSTEMS DEVELOPED BY TRANSPLANTING OR ROOT PRUNING. PROVIDE WELL-SHAPED, FULLY BRANCHED, AND HEALTHY LOOKING STOCK. STOCK SHOULD ALSO BE FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. SEE THE LANDSCAPE PLAN FOR SPECIFIC SPECIE TYPE, SIZE, AND LOCATION.
F. TREE AND SHRUB INSTALLATION: E



CURB RAMP DETAIL

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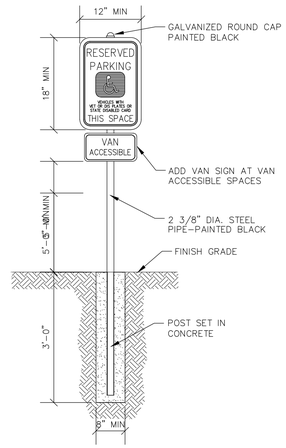

HANDICAP SIGNAGE WITH CONCRETE BASE DETAIL

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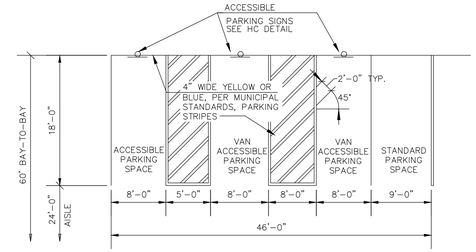
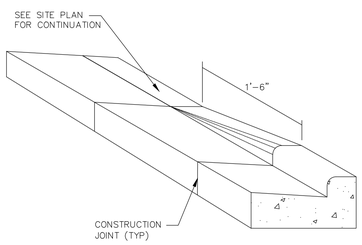


STANDARD & VAN ACCESSIBLE PARKING STALL STRIPING

NO SCALE

SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN SPECIFICATIONS AND REQUIREMENTS



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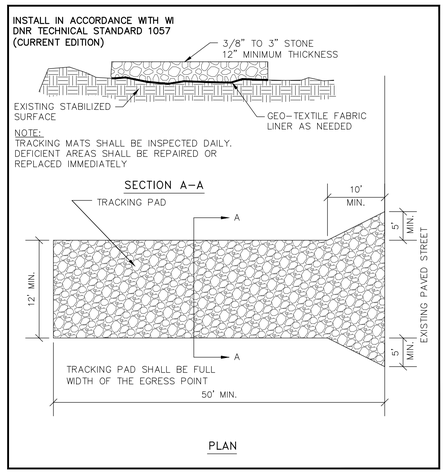

TRACKPAD DETAILS

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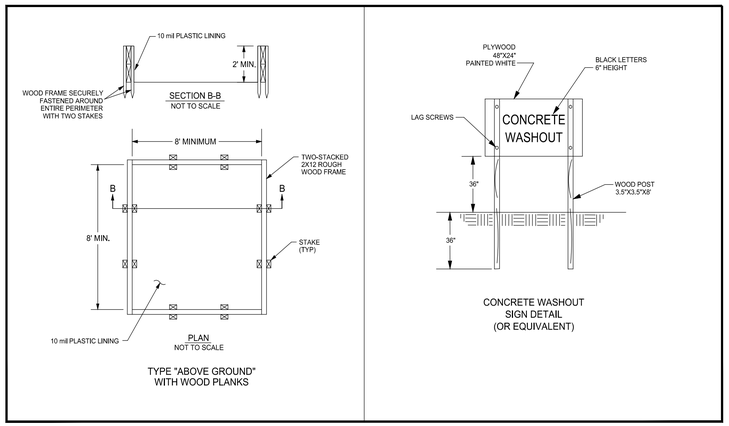
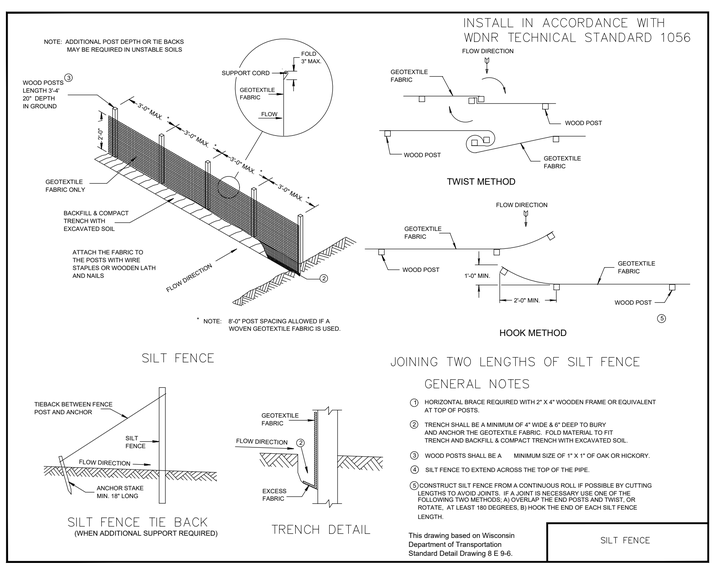


CONTRACTOR TO ADHERE TO NYS STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL (BLUE BOOK) DATED NOVEMBER 2016

CONCRETE WASHOUT DETAIL

NO SCALE



SILT FENCE – INSTALLATION DETAIL

NO SCALE

EXCEL
ARCHITECTS • ENGINEERS • SURVEYORS
Always a **Better Plan**
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PROJECT INFORMATION

GENERAL DEVELOPMENT PLAN FOR:
ODYSSEY HOTELS
RIVERSBEND LA • GERMANTOWN, WI

PROFESSIONAL SEAL

PRELIMINARY DATES
NOV. 1, 2021

NOT FOR CONSTRUCTION

JOB NUMBER
2142200

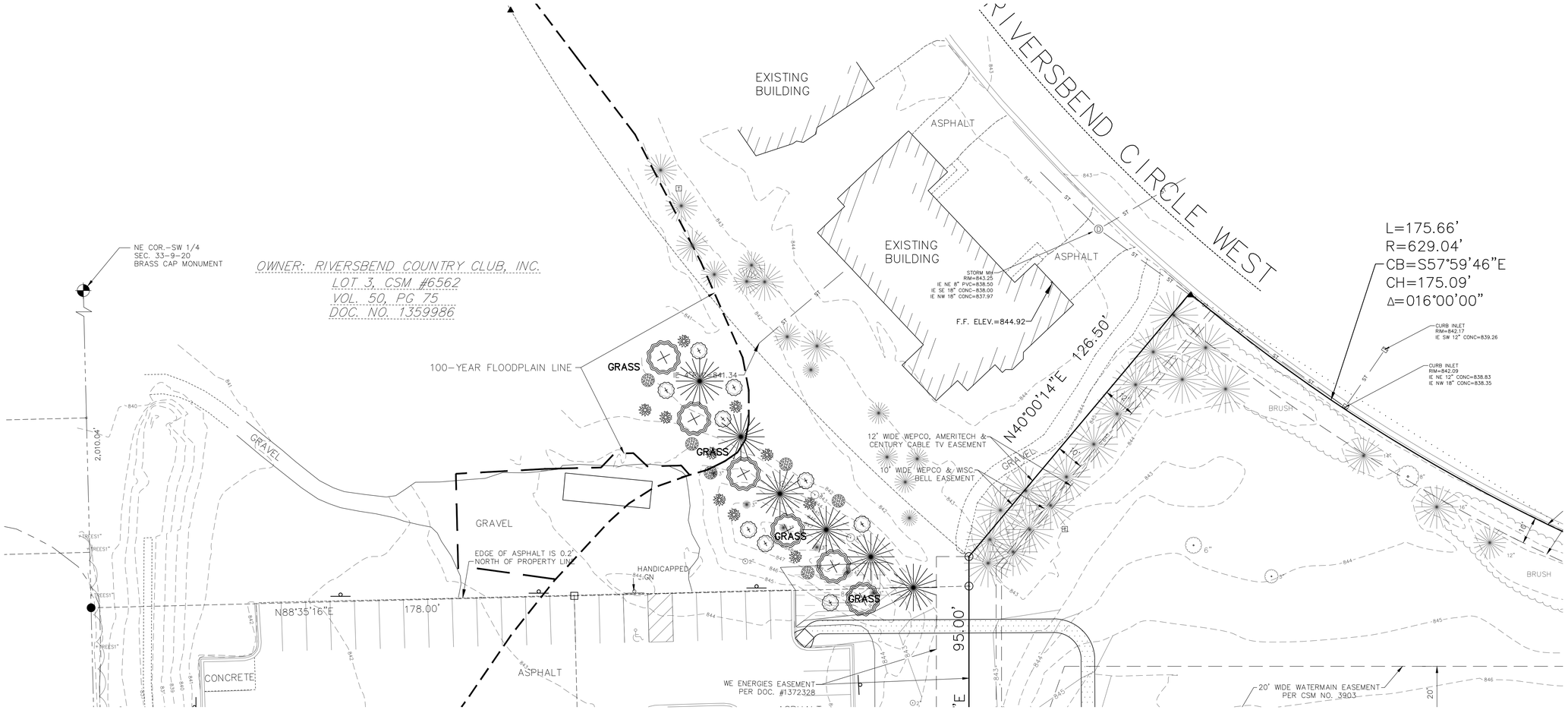
SHEET NUMBER
C2.0

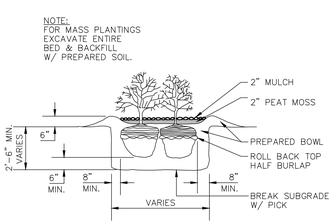
CIVIL DETAILS

2021 © EXCEL ENGINEERING, INC.

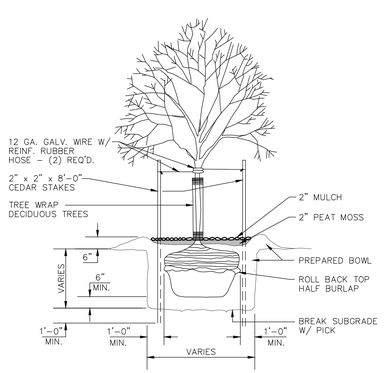
EROSION MATTING LOCATION

SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN SPECIFICATIONS AND REQUIREMENTS





SHRUB PLANTING DETAIL
NO SCALE



TREE PLANTING DETAIL
NO SCALE

LANDSCAPING PLANTING SCHEDULE

SYMBOL	COMMON NAME	BOTANICAL NAME	PLANTED SIZE	QUANTITY
	EVERGREEN TREES			
	Arborvitae - Nigra	Thuja occidentalis 'Nigra'	2'	9
	Austrian Pine	Pinus nigra	4'	6
	Colorado Spruce	Picea pungens	4'	6
	DECIDUOUS SHRUBS			
	Ginkgo Goldspire	Blagon	3 qt	10
	EVERGREEN SHRUBS			
	Arborvitae Sunkist	Thuja occidentalis 'Sunkist'	24"	6

NORTH
1"= 20'
20' 0 20' 40'
SCALE FEET

LANDSCAPE AND RESTORATION PLAN

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PROJECT INFORMATION

GENERAL DEVELOPMENT PLAN FOR:
ODYSSEY HOTELS
RIVERSBEND LA • GERMANTOWN, WI

PROFESSIONAL SEAL

PRELIMINARY DATES
NOV. 1, 2021

NOT FOR CONSTRUCTION

JOB NUMBER
2142200

SHEET NUMBER
C1.3

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SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN SPECIFICATIONS AND REQUIREMENTS

NOTES:

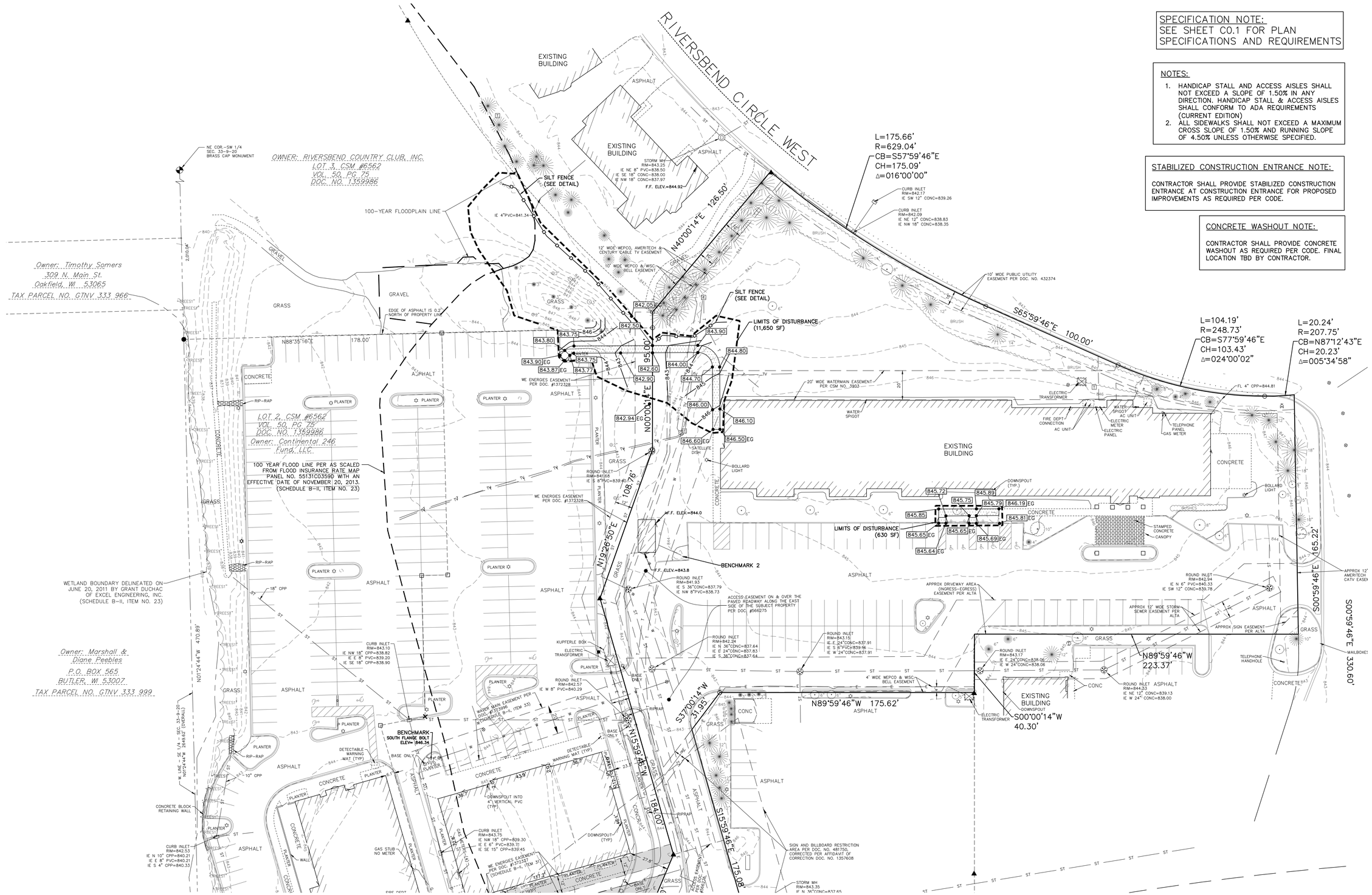
1. HANDICAP STALL AND ACCESS AISLES SHALL NOT EXCEED A SLOPE OF 1.50% IN ANY DIRECTION. HANDICAP STALL & ACCESS AISLES SHALL CONFORM TO ADA REQUIREMENTS (CURRENT EDITION)
2. ALL SIDEWALKS SHALL NOT EXCEED A MAXIMUM CROSS SLOPE OF 1.50% AND RUNNING SLOPE OF 4.50% UNLESS OTHERWISE SPECIFIED.

STABILIZED CONSTRUCTION ENTRANCE NOTE:

CONTRACTOR SHALL PROVIDE STABILIZED CONSTRUCTION ENTRANCE AT CONSTRUCTION ENTRANCE FOR PROPOSED IMPROVEMENTS AS REQUIRED PER CODE.

CONCRETE WASHOUT NOTE:

CONTRACTOR SHALL PROVIDE CONCRETE WASHOUT AS REQUIRED PER CODE. FINAL LOCATION TBD BY CONTRACTOR.



NORTH

1"= 30' SCALE 30' 0 30' 60' FEET

CIVIL GRADING AND EROSION CONTROL PLAN

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PROJECT INFORMATION

GENERAL DEVELOPMENT PLAN FOR:
ODYSSEY HOTELS
RIVERSBEND LA • GERMANTOWN, WI

PROFESSIONAL SEAL

PRELIMINARY DATES
NOV. 1, 2021

NOT FOR CONSTRUCTION

JOB NUMBER
2142200

SHEET NUMBER
C1.2

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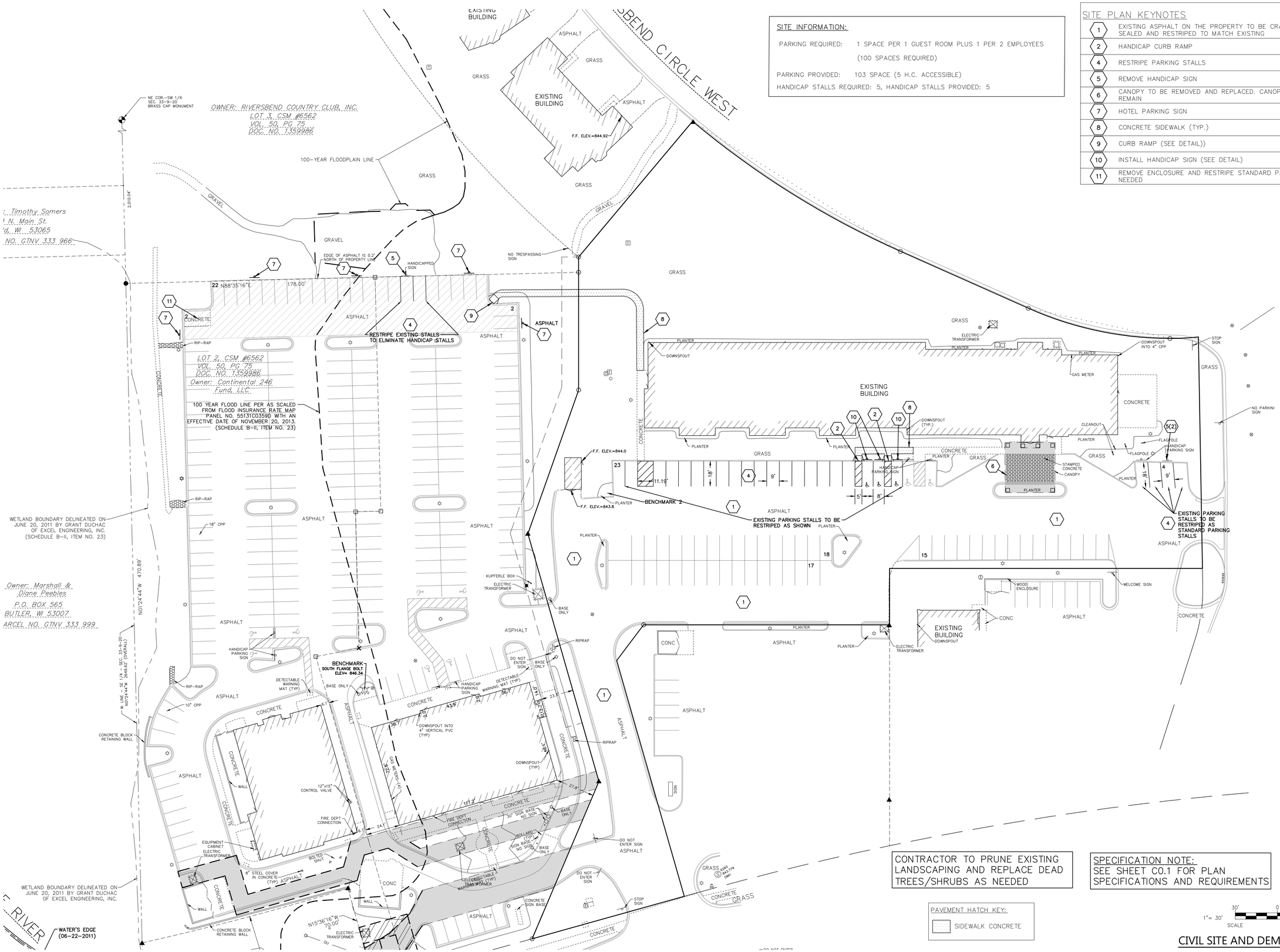

SITE INFORMATION:

PARKING REQUIRED: 1 SPACE PER 1 GUEST ROOM PLUS 1 PER 2 EMPLOYEES (100 SPACES REQUIRED)

PARKING PROVIDED: 103 SPACE (5 H.C. ACCESSIBLE)

HANDICAP STALLS REQUIRED: 5, HANDICAP STALLS PROVIDED: 5

SITE PLAN KEYNOTES

1	EXISTING ASPHALT ON THE PROPERTY TO BE CRACK FILLED AND SEALED AND RESTRIPED TO MATCH EXISTING
2	HANDICAP CURB RAMP
4	RESTRIPE PARKING STALLS
5	REMOVE HANDICAP SIGN
6	CANOPY TO BE REMOVED AND REPLACED. CANOPY COLUMNS TO REMAIN
7	HOTEL PARKING SIGN
8	CONCRETE SIDEWALK (TYP.)
9	CURB RAMP (SEE DETAIL))
10	INSTALL HANDICAP SIGN (SEE DETAIL)
11	REMOVE ENCLOSURE AND RESTRIPE STANDARD PARKING STALL IF NEEDED

CONTRACTOR TO PRUNE EXISTING LANDSCAPING AND REPLACE DEAD TREES/SHRUBS AS NEEDED

SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN SPECIFICATIONS AND REQUIREMENTS

PAVEMENT HATCH KEY:
SIDEWALK CONCRETE

NORTH

1"= 30' SCALE 30' 0 30' 60' FEET

CIVIL SITE AND DEMOLITION PLAN

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PROJECT INFORMATION

GENERAL DEVELOPMENT PLAN FOR:
ODYSSEY HOTELS
RIVERSBEND LA • GERMANTOWN, WI

PROFESSIONAL SEAL

PRELIMINARY DATES
JULY 19, 2021
NOV. 1, 2021

NOT FOR CONSTRUCTION

JOB NUMBER
2142200

SHEET NUMBER
C1.1

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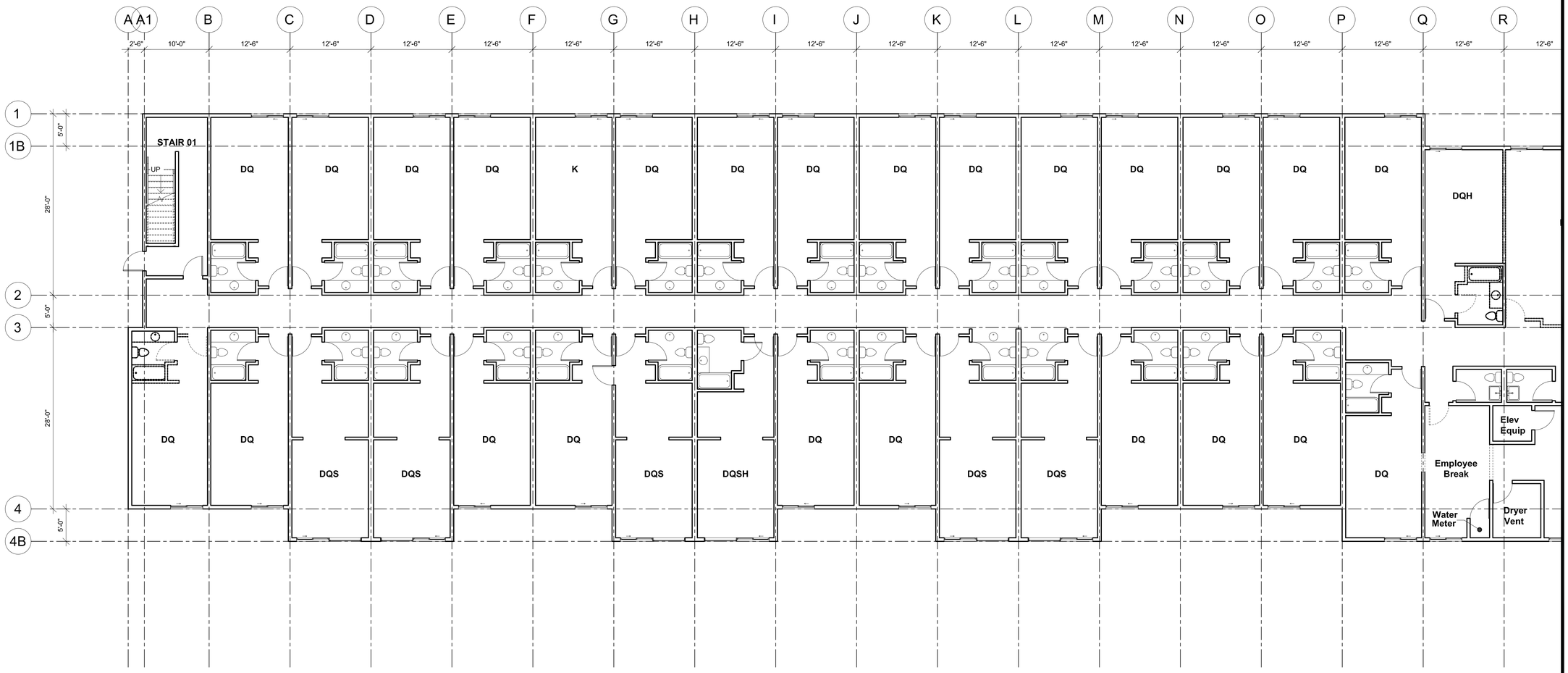
Approved	SVK

Sheet

A-000a

Progress Printing - 10-04-21

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND THEREFORE ASSUME RESPONSIBILITY FOR SUCH CHANGES AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST CLAIMS OR ACTIONS ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.



1 FIRST FLOOR DEMOLITION PLAN

Scale: 1/8" = 1'-0"

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND SHALL BE THEIR RESPONSIBILITY FOR ALL CHANGES AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST CLAIMS OR ACTIONS ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

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FIRST FLOOR DEMOLITION PLAN

Sheet Information

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Approved	SVK

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A-101a

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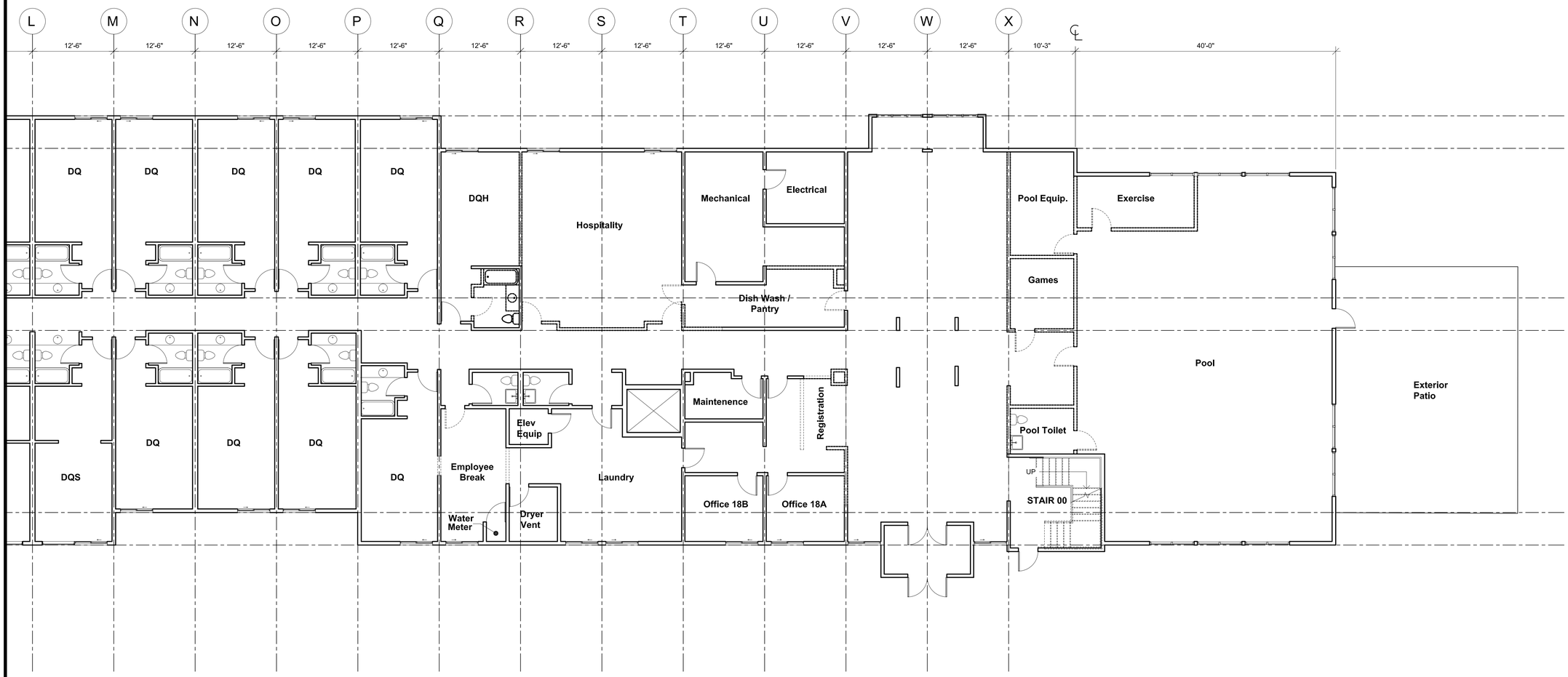

1 **FIRST FLOOR DEMOLITION PLAN**

Scale: 1/8" = 1'-0"

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND ARE ASSUMED TO BE CONSISTENT WITH THE DESIGN CHANGES AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST CLAIMS OR LIABILITY ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

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FIRST FLOOR DEMOLITION PLAN

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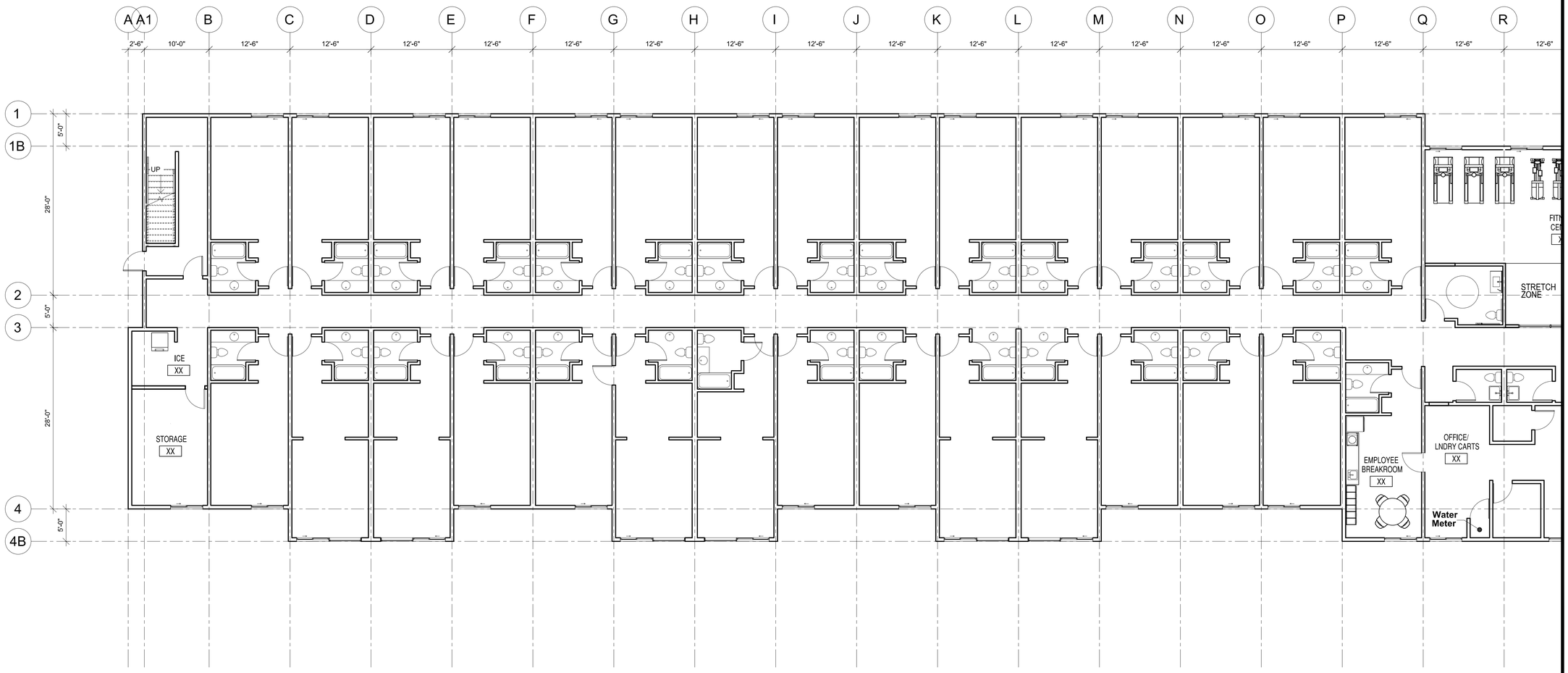

1 **FIRST FLOOR PROPOSED PLAN**

Scale: 1/8" = 1'-0"

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FIRST FLOOR PROPOSED PLAN

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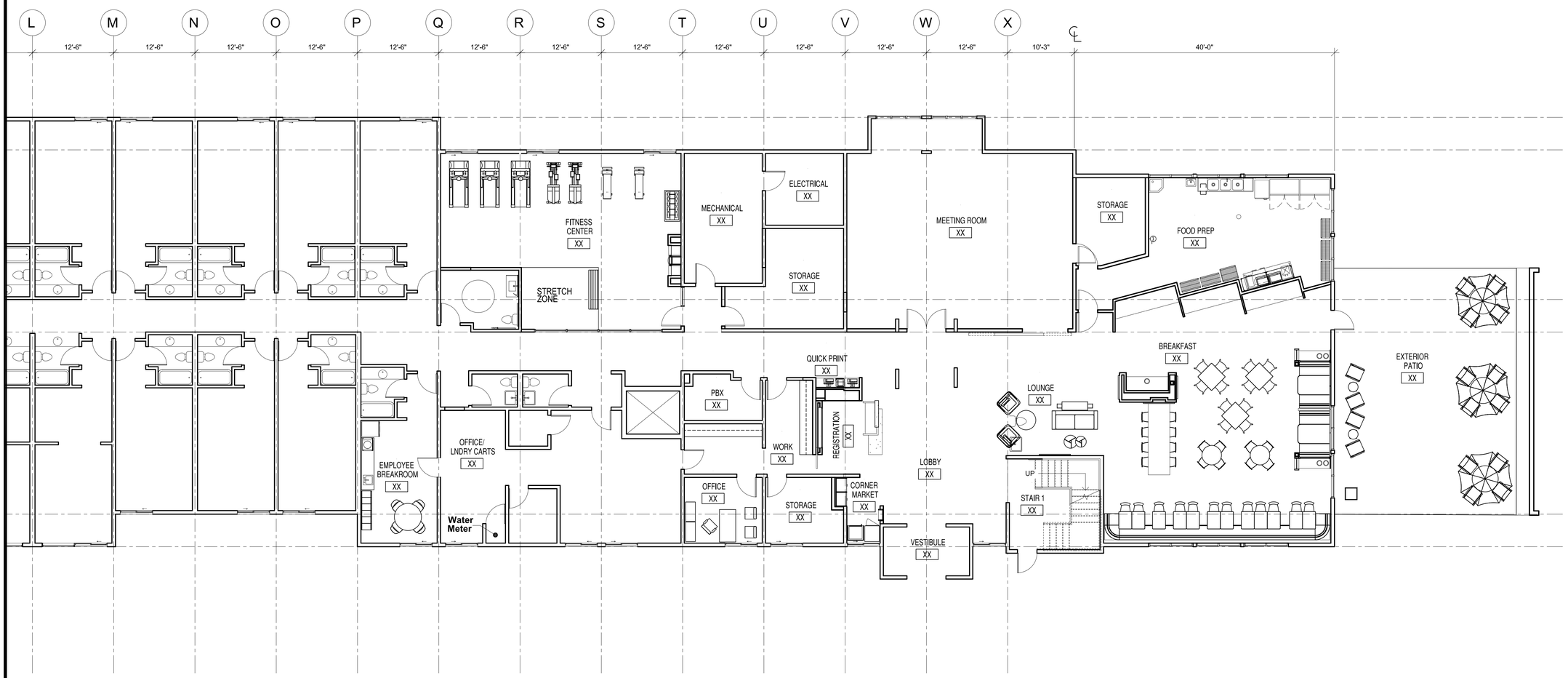
Progress Printing - 09-17-21

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND WILL BE THEIR SOLE RESPONSIBILITY FOR ITS CHANGES AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST CLAIMS OR ACTIONS ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.



1 **FIRST FLOOR PROPOSED PLAN**

Scale: 1/8" = 1'-0"

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND WITHOUT RESPONSIBILITY ON THEIR PART. CHANGES AND FURTHER AGREES TO PROTECT, INDEMNIFY AND HOLD HARMLESS STUDIO 78 AGAINST CLAIMS ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

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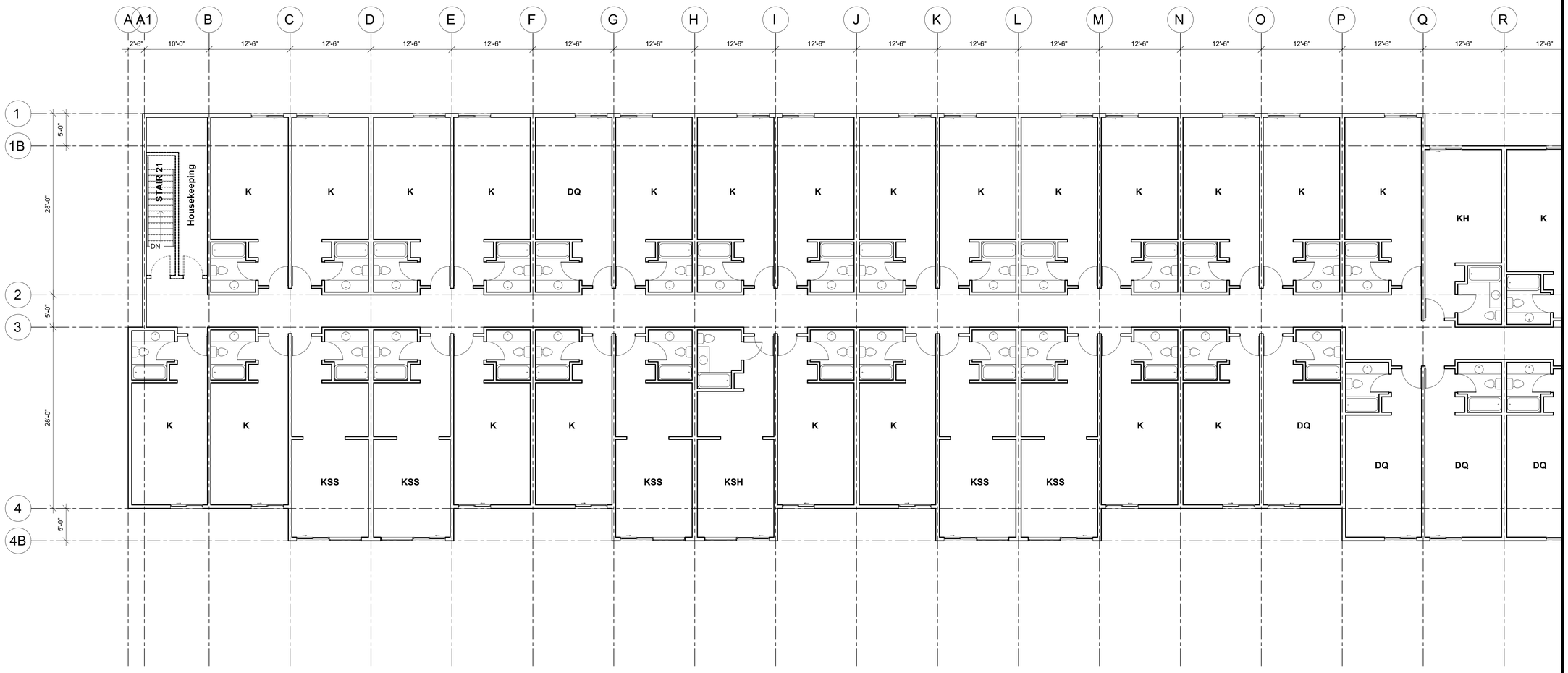

1 **SECOND FLOOR DEMOLITION PLAN**

Scale: 1/8" = 1'-0"

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND THEREFORE ARE THE SOLE RESPONSIBILITY OF THE OWNER AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST CLAIMS OR ACTIONS ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

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SECOND FLOOR DEMOLITION PLAN

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Approved	SVK

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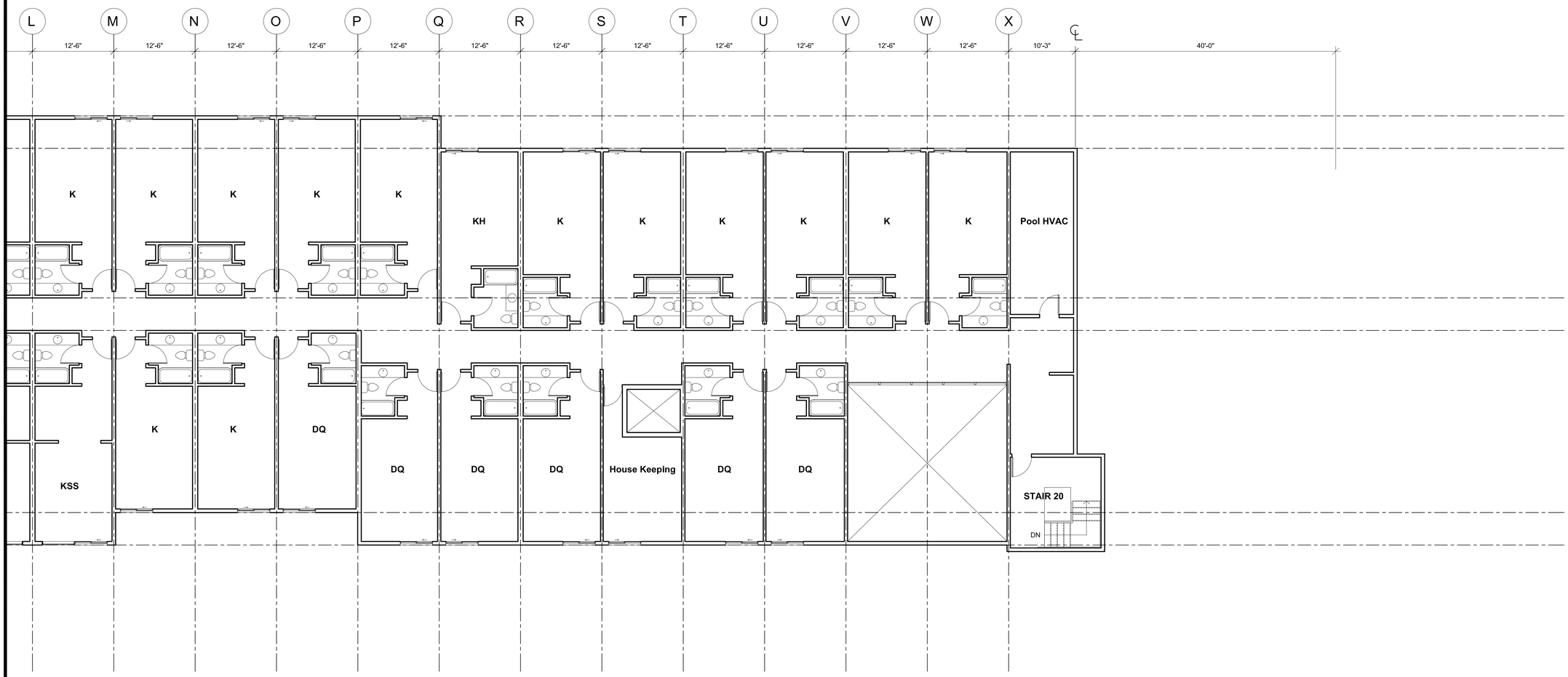

1 SECOND FLOOR DEMOLITION PLAN

Scale: 1/8" = 1'-0"

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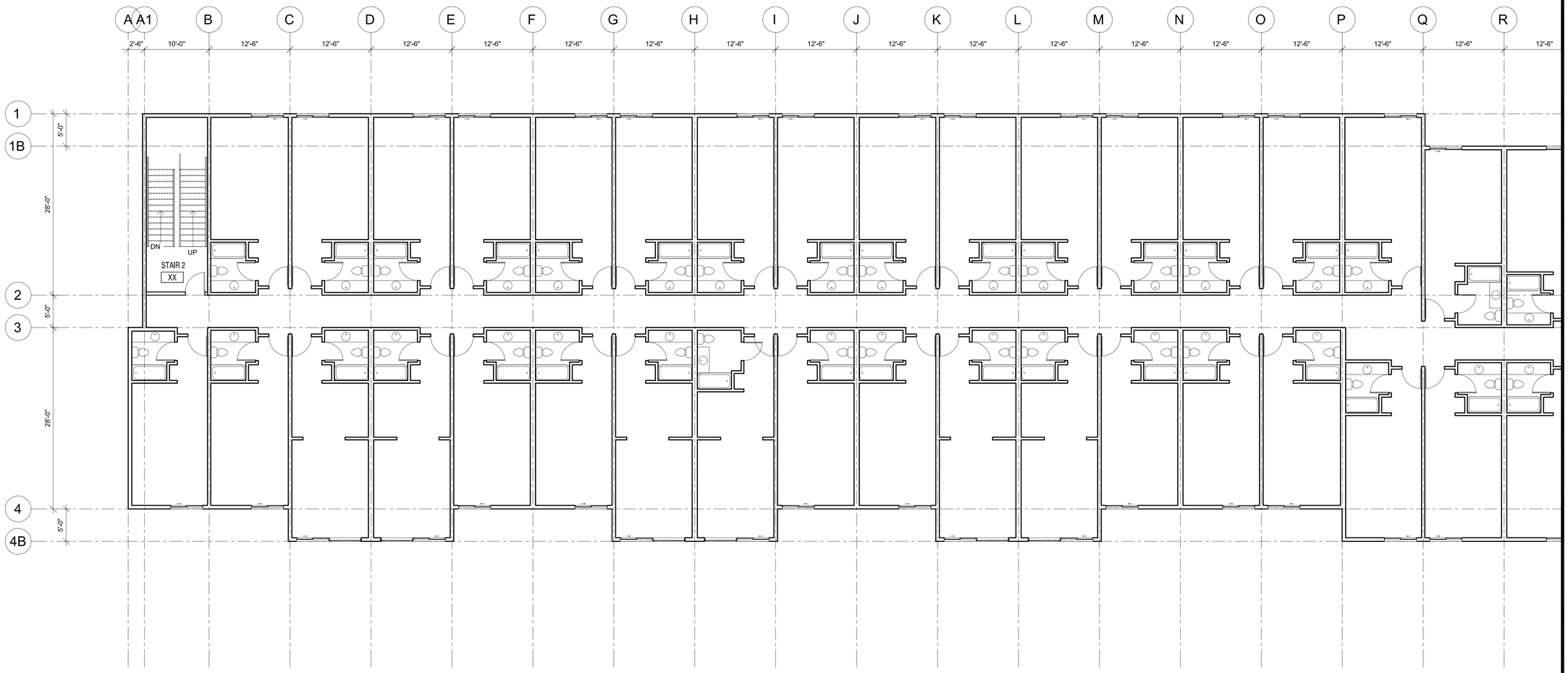
Progress Printing - 09-17-21

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND SHALL BE THEIR SOLE RESPONSIBILITY. THEY SHALL ASSUME ALL RISKS AND FURTHER AGREE TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.



1 **SECOND FLOOR PROPOSED PLAN**

Scale: 1/8" = 1'-0"

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SECOND FLOOR PROPOSED PLAN

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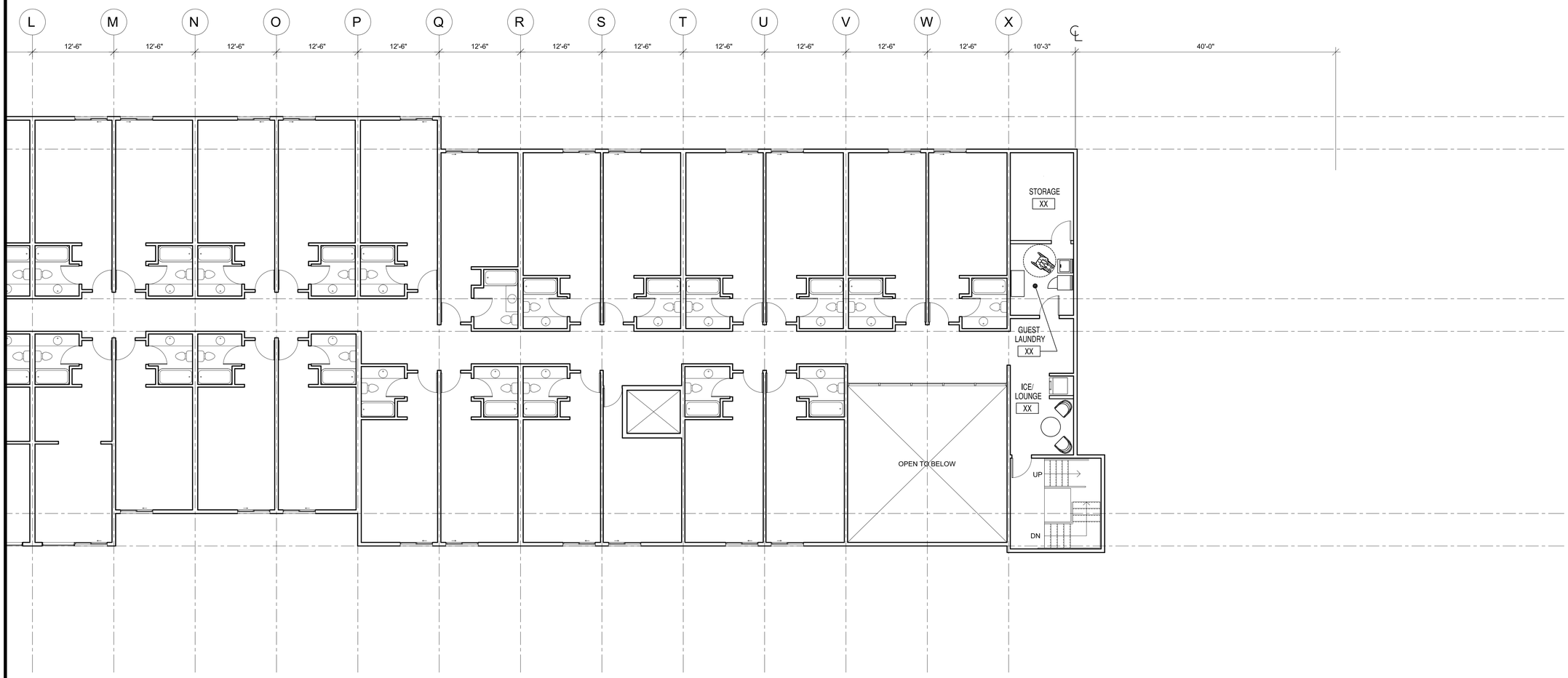
Approved	SVK

Progress Printing - 09-17-21

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND WILL BE THE SOLE RESPONSIBILITY OF THE OWNER/OWNERS AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST ALL CLAIMS OR ACTIONS ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.



1 **SECOND FLOOR PROPOSED PLAN**

Scale: 1/8" = 1'-0"

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Approved	SVK

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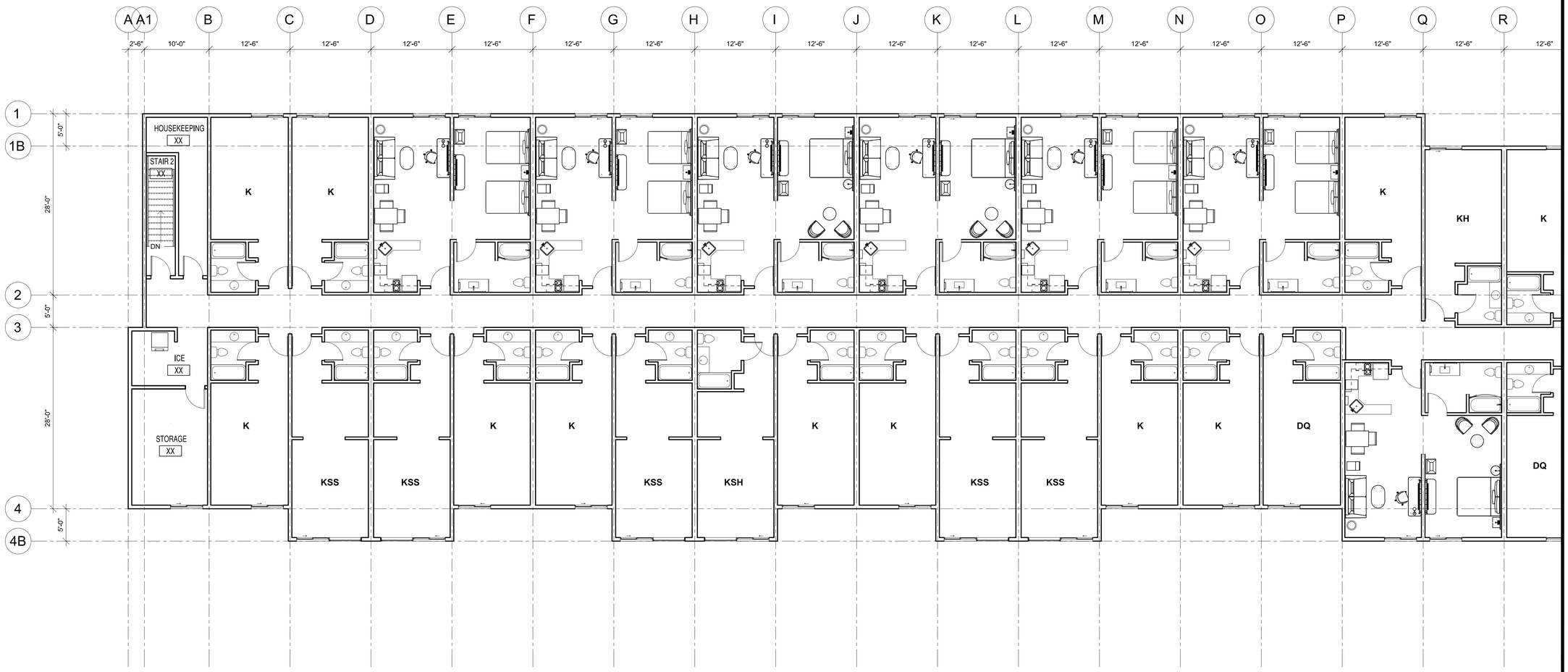
A-102d

Progress Printing - 09-17-21

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND ARE THEREFORE THE RESPONSIBILITY OF THE SUBCONTRACTOR AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST ALL CLAIMS OF ANY KIND ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.



1 **THIRD FLOOR PROPOSED PLAN**

Scale: 1/8" = 1'-0"

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THIRD FLOOR PROPOSED PLAN

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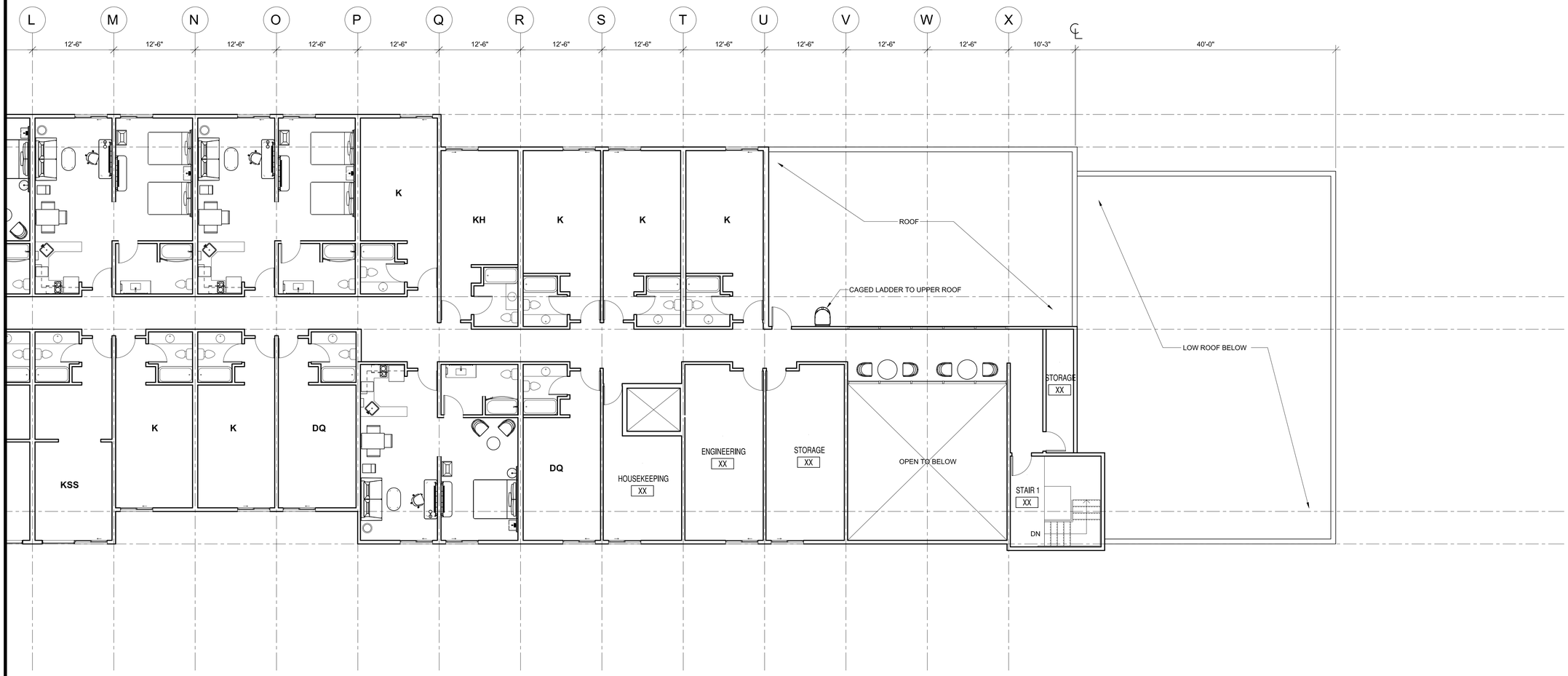
ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND SHALL BE THE SOLE RESPONSIBILITY OF THE OTHER PARTIES AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST CLAIMS OR ACTIONS ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.



1 **THIRD FLOOR PROPOSED PLAN**

Scale: 1/8" = 1'-0"

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND ARE THEREFORE RESPONSIBILITY OF THOSE MAKING THE ALTERATIONS AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 FROM ANY AND ALL CLAIMS OF ANY KIND ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

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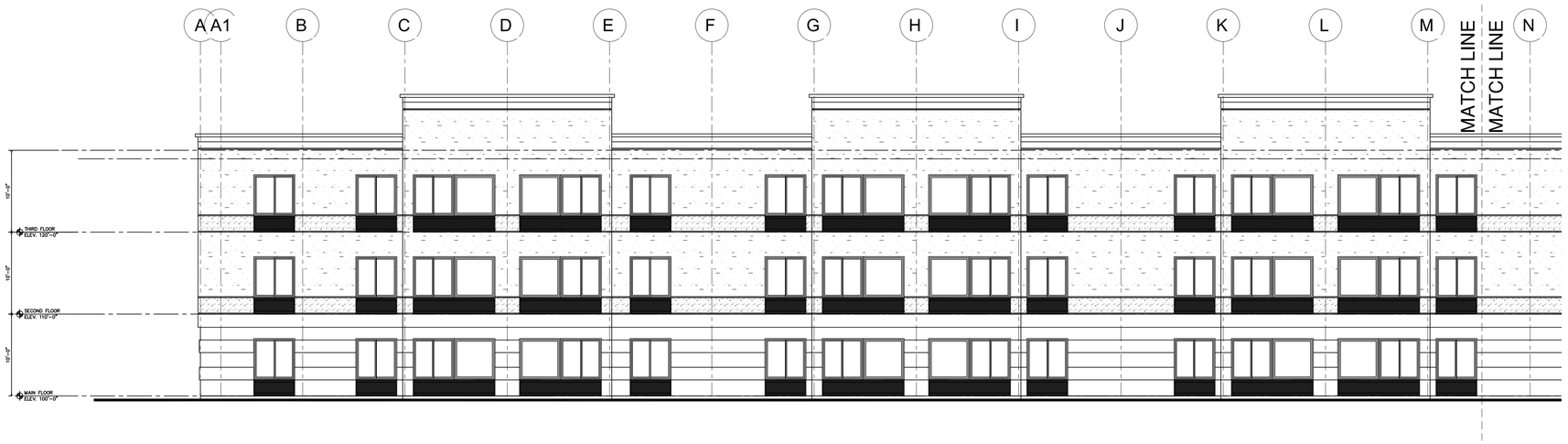
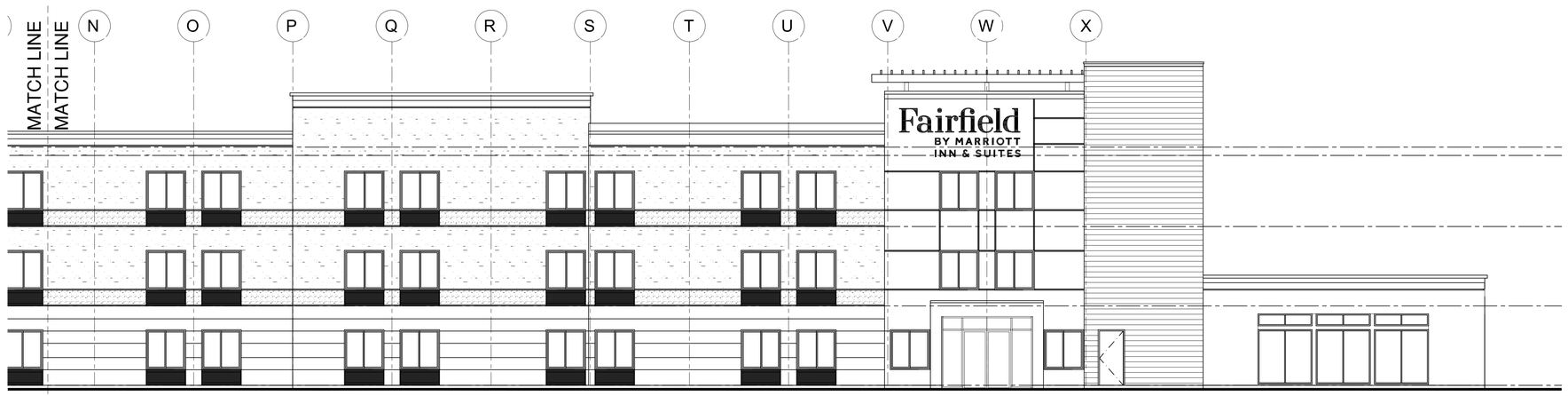
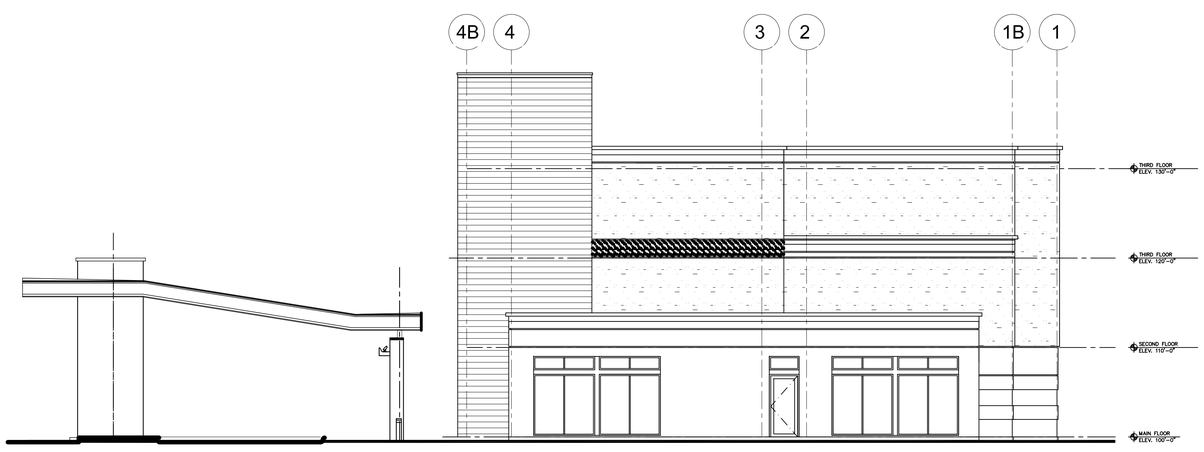




1 **REAR ELEVATION - PROPOSED**
SCALE: 1/8" = 1'-0"



2 **NORTH ELEVATION - PROPOSED**
SCALE: 1/8" = 1'-0"

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND ARE THEREFORE NOT ITS RESPONSIBILITY. ANY SUCH ALTERATIONS AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST ALL CLAIMS OR LIABILITY ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

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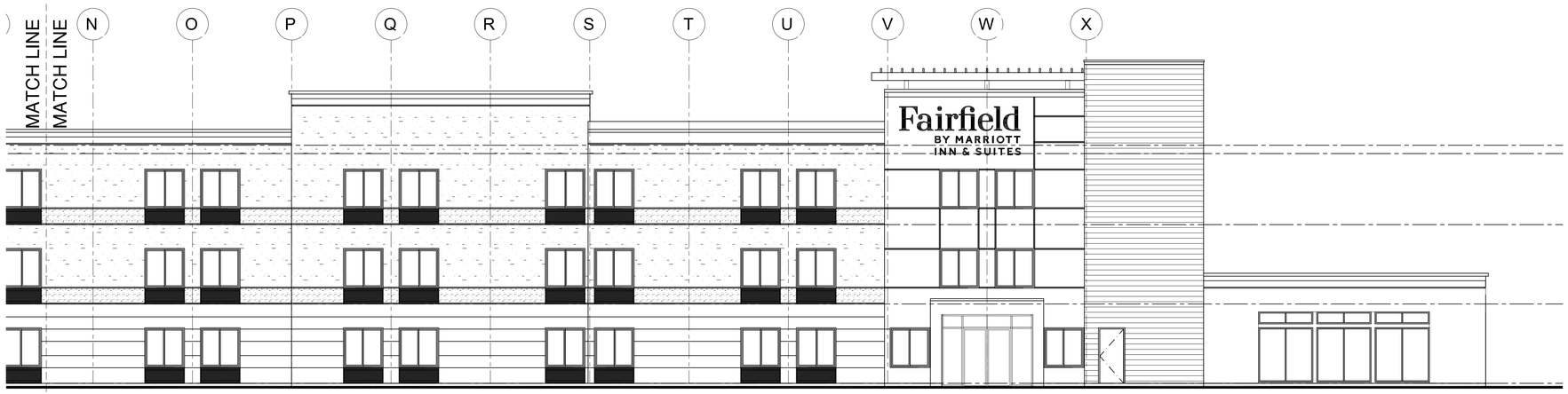
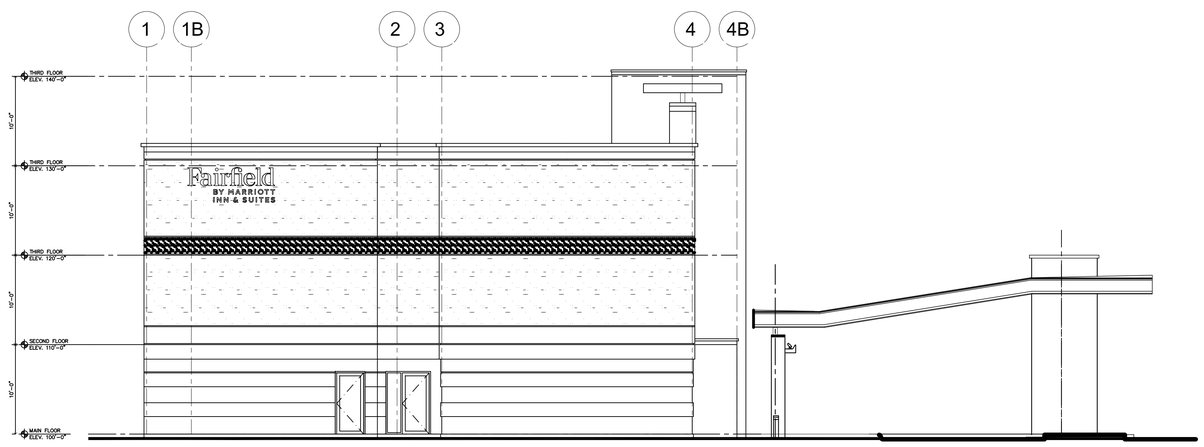


2 FRONT ELEVATION - PROPOSED

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



1 SOUTH ELEVATION - PROPOSED

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

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND SUBJECT TO CHANGES. STUDIO 78 ASSUMES NO RESPONSIBILITY FOR SUCH CHANGES AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 FROM ANY AND ALL CLAIMS OF LIABILITY ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

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Progress Printing - 10-04-21

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND WE ASSUME NO RESPONSIBILITY FOR SUCH CHANGES AND FURTHER AGREE TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST CLAIMS OR ACTIONS ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

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W. 177 N. 9675 Riversbend Lane
Germantown, Wisconsin 53022

Not For Construction

Revisions

NO.	ISSUE	DATE

Title

RENDERING

Sheet

Sheet Information	
Date	10-04-21
Job Number	20-006
Scale	AS NOTED
Drawn	SVK
Checked	SVK
Approved	SVK

A-000d

Progress Printing - 10-04-21

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND SHALL BE THE SOLE RESPONSIBILITY OF THOSE MAKING THE ALTERATIONS AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST ALL CLAIMS OR LITIGATION ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

STUDIO 78

237 Woodridge Drive
Atlanta, GA 30339
(770) 547-5882
SK@DesignStudio78.com

FAIRFIELD INN & SUITES Marriott

Marriott Project #57344

Holiday Inn Express
Conversion To
Fairfield Inn & Suites

W. 177 N. 9675 Riversbend Lane
Germantown, Wisconsin 53022

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Sheet

A-000c

Progress Printing - 10-04-21

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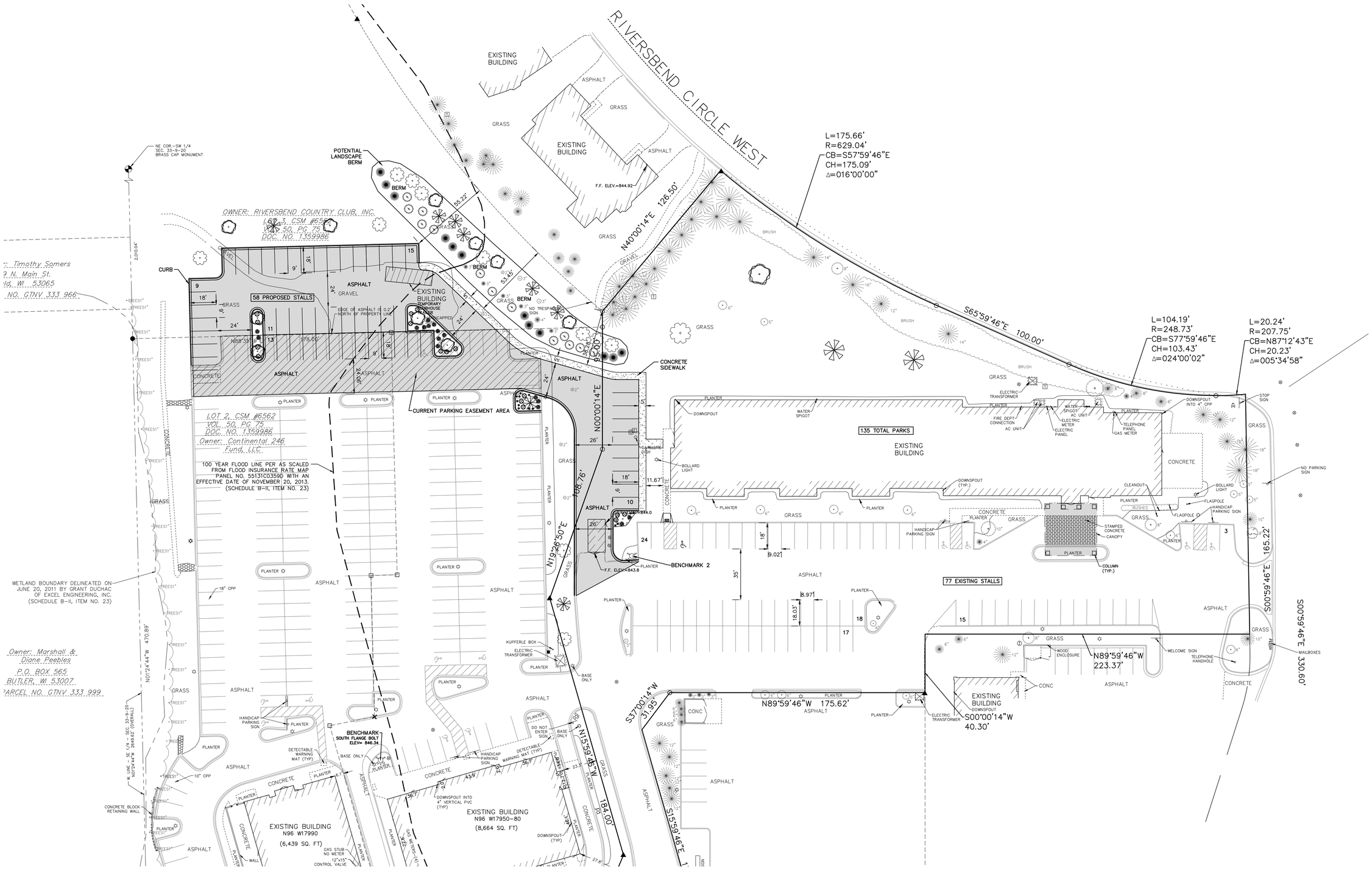
Sheet

A-000b

Progress Printing - 10-04-21

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND SHALL BE SOLELY THE RESPONSIBILITY OF THE OWNER/OWNERS AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST ALL CLAIMS BY OTHERS ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.



EXCEL
ARCHITECTS • ENGINEERS • SURVEYORS

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WWW.EXCELENGINEER.COM

PROJECT INFORMATION

PROJECT NUMBER 1637520

GENERAL DEVELOPMENT PLAN FOR:
ODYSSEY HOTELS
RIVERSBEND LA • GERMANTOWN, WI

PROFESSIONAL SEAL

PRELIMINARY DATES

OCTOBER 6, 2016

NOT FOR CONSTRUCTION

SHEET INFORMATION

ODYSSEY HOTEL GDP
SITE PLAN

SHEET NUMBER

C1

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1359988

Document Number	RECIPROCAL EASEMENT AGREEMENT Document Title

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May 23, 2014 8:30 AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Recording Fee Paid: $30.00

Recording Area 37

Name and Return Address

Continental Properties Company, Inc.
Attn: Legal Department
W134N8675 Executive Parkway
Menomonee Falls, WI 53051

Part of GTNV 333-965

Parcel Identification Number (PIN)

Drafted By:
Continental Properties Company, Inc.
W134N8675 Executive Parkway
Menomonee Falls, WI 53051
Joshua Gunn

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (hereinafter "**REA**"), is made and declared as of this 22 day of May, 2014, by CONTINENTAL 246 FUND LLC, a Wisconsin limited liability company ("**Continental**") and RIVERSBEND COUNTRY CLUB, INC., a Wisconsin corporation ("**Riversbend**").

WITNESSETH:

WHEREAS, Continental is the owner in fee simple of the land located in the Village of Germantown, Washington County, Wisconsin and more particularly described on Exhibit A attached hereto ("**East Property**") and depicted on the Site Plan attached hereto as Exhibit D (the "**Site Plan**");

WHEREAS, Continental is the owner in fee simple of the land located in the Village of Germantown, Washington County, Wisconsin and more particularly described on Exhibit B attached hereto ("**West Property**") and depicted on the Site Plan;

WHEREAS, Riversbend is the owner in fee simple of the land located in the Village of Germantown, Washington County, Wisconsin and more particularly described on Exhibit C attached hereto ("**Riversbend Property**"; the East Property, the West Property and the Riversbend Property are sometimes collectively referred to herein as the "**Shopping Center**") and depicted on the Site Plan; and

WHEREAS; the parties desire to make integrated use of the East Property, the West Property and the Riversbend Property to develop and operate the properties substantially in accordance with the Site Plan and this REA, and to establish certain covenants, conditions and restrictions relating to their development and operation.

NOW, THEREFORE, in consideration of the foregoing, and the covenants and declarations, as hereinafter set forth, it is agreed and declared as follows:

ARTICLE I
DEFINITIONS

As used hereinafter in this REA, the following terms shall have the following respective meanings:

1.1 "**Building**" shall mean any enclosed structure placed, constructed or located on a Parcel.

1.2 "**Building Area**" shall mean those areas of the East Property, West Property and the Riversbend Property which are designated as such on the Site Plan and within which a Building may be constructed, placed or located.

1.3 "**Claims**" shall mean claims, losses, liabilities, actions, proceedings, costs and expenses (including reasonable attorneys' fees and cost of suit actually incurred).

1.4 "**Common Areas**" shall mean all portions of the East Property and West Property not shown as Building Areas and those portions of the Building Areas upon which buildings are not constructed. Common Areas shall not include Outdoor Seating Areas (as defined in Section 4.2).

1.5 "**Common Area Improvements**" refers to the Permanent Access Drives, roads, streets, drives, passageways, sidewalks, landscape areas, drainage facilities, lighting facilities and parking and service areas serving the Parcels, directional and parking signs, all monument or pylon signs serving the Parcels and any other improvements designated for the common use of occupants of the Parcels. Common Area Improvements shall not include appurtenant building canopies, building supports, loading docks, truck ramps, dumpster and enclosures or any other outward extensions of a Building which are not intended for the common use of occupants of the Parcels.

1.6 "**Common Utility Lines**" shall mean those Utility Lines which are installed to provide the applicable service to more than one (1) of the Parcels. The Shared Detention Ponds shall be deemed to be a Common Utility Line.

1.7 "**Effective Date**" means the first date written above.

1.8 "**Floor Area**" refers to and means with respect to any Building within the Shopping Center, whether or not actually occupied, the actual number of square feet of floor space within the exterior walls of all floors, measured to the center lines of all common walls or to the exterior of all non-common walls, including stairs, interior elevators, escalators, air conditioning and other interior equipment rooms; but excluding: (i) unenclosed loading docks and platforms, transformer vaults, utility or mechanical penthouses or utility enclosures located outside of the exterior walls of the building serviced thereby; (ii) patio or outside selling areas or Outdoor Seating Areas; (iii) any mezzanine space or basement space not used for retail sales. Upon written request from a Party (as hereinafter defined), each Party shall deliver to the requesting Party a certification from an architect duly licensed in the State of Wisconsin certifying the exact Floor Area of all Buildings on the requested Party's Parcel; provided however that after construction of the Building(s) on a Party's Parcel only one such certification shall be permitted until new Buildings are constructed on such Parcel. If any Party causes an as-built survey to be prepared with respect to any portion of the Shopping Center, such Party shall furnish a copy of the survey to the other Parties for informational purposes only.

1.9 "**Force Majeure**" shall mean any accident, breakage, war, insurrection, civil commotion, riots, acts of God or the elements, governmental action, installation, wear, use, repairs, renewal, improvements, alterations, strikes or lockouts, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable.

1.10 "**Indemnify**" shall mean indemnify, protect, hold harmless and defend with counsel designated by the insurer charged with the obligation to defend (or if no insurer is involved, with counsel reasonably acceptable to the Person being defended).

1.11 "**Interest Rate**" means the rate of three percent (3%) per annum over the then existing prime rate of interest per annum ad defined in The Wall Street Journal or its successor (but in no event exceeding the maximum rate permitted by law).

1.12 "**Laws**" shall mean and include all then applicable laws, rules, regulations, orders, ordinances, statutes and other requirements of all federal, state, county and municipal authorities having jurisdiction over the Parcels.

1.13 "**Mortgagee**" refers to and shall include a mortgagee, trustee and beneficiary under any deed of trust or mortgage, and the term "Mortgage" shall include any indenture of mortgage, deed of trust, and to the extent applicable, a sale and lease back transaction.

1.14 "**Occupant**" refers to and means any Person from time to time entitled to use and occupy any Parcel under any lease, deed, agreement to purchase or other instrument whereunder such Person has acquired rights with respect to the use and occupancy of such Parcel.

1.15 "**Parcel**" or "**Parcels**" refers to and means each of the East Property, the West Property and the Riversbend Property.

1.16 "**Party**" or "**Parties**" refers to and means the owner or owners, respectively, of fee simple title from time to time of the Parcels or any portion thereof; provided, however, in the event of the sale by an owner of all or a portion of the Parcel and a simultaneous leaseback of the same or portions thereof (a "sale/leaseback"), the seller/lessee under such sale/leaseback shall be deemed to be the Party with respect to the related Parcel for the purposes of this REA, unless otherwise designated in the sale/leaseback lease.

1.17 "**Permanent Access Drives**" shall mean those drives noted as "Permanent Access Drives" on the Site Plan.

1.18 "**Permittees**" refers to and means all Occupants and their respective officers, directors, partners, employees, agents, contractors, customers, visitors, invitees, licensees, assignees, subtenants and concessionaires; provided however, persons engaged in civic, public or political activities on the Parcels, including but not limited to the following activities, shall not be considered to be Permittees: (i) exhibiting any placard, sign or notice; (ii) distributing any circular, handbill, placard or booklet; (iii) soliciting memberships or contributions for private, civic, public or charitable purposes; (iv) parading, picketing or demonstrating; and (v) failing to follow rules or regulations established by the Parties relating to the use of the Parcels.

1.19 "**Person**" refers to and shall include individuals, partnerships, limited liability companies, firms, associations and corporations, or any other form of business or government entity, and the use of the singular shall include the plural.

1.20 "**Protected Area**" shall have the meaning set forth in Section 4.5 hereof.

1.21 "**Separate Utility Lines**" shall mean those Utility Lines which are installed to provide the applicable service to a Parcel, exclusive of all of the other Parcels. For the purpose of this REA, the portion of a Utility Line extending between a Common Utility Line and a Building shall be considered a Separate Utility Line.

1.22 "**Shared Detention Ponds**" shall mean those certain detention ponds labeled as the "Shared Detention Ponds" on the Site Plan.

1.23 "**Utility Lines**" shall mean those facilities and systems for the transmission of utility services, including without limitation, the drainage and storage of surface water.

ARTICLE II
EASEMENTS

2.1 Access and Parking. Each Parcel is hereby granted in common with all other Parcels, for each Party's respective use, and for the use of their respective Permittees, in common with all others entitled to use the same, mutual, reciprocal and non-exclusive easements over the Common Area of each Parcel, for ingress into and egress from such respective Parcel, for the passage and parking of vehicles, and for passage and accommodation of pedestrians, on such respective portions of such Common Area as are set aside, maintained and authorized for such use pursuant to the terms of this REA, and for the doing of such other things as are authorized or required to be done on said Common Area pursuant to this REA. Notwithstanding the foregoing, (a) the owner of the Riversbend Property shall use its best efforts to cause its Permittees to park their vehicles only in the area designated as "Golf Course Parking Area" on the Site Plan, (b) the Parties, for themselves and future Parties hereto, reserve the right to close off the Common Area of a Parcel for such reasonable period or periods of time as: (i) may be legally necessary to prevent the acquisition of prescriptive rights by anyone; and (ii) may be reasonably necessary for repairs and/or maintenance; provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Party shall give written notice to any other Party, and shall coordinate such closing with all other Parties so that there is no unreasonable interference with any Occupant's access to or operation of any portion of its Parcel; and (iii) may be necessary for initial construction of the Common Area and improvements on any Parcel provided that such Party gives written notice to any other Party of the location of the staging area during construction provided that the location of the staging area is not within any Permanent Access Drives and does not unreasonably interfere with any Occupant's access to any part of its Parcel; (c) no Party and no Occupant of any Party's Parcel shall, during construction or reconstruction, stage, deposit, store or have any construction material or equipment on the Parcel of another Party and in no event shall the Common Area be closed pursuant to (b)(i) or (b)(ii) above from August 1st to January 15th of any calendar year (except in the event of an emergency and during the initial construction). In the event that the Permittees of the Riversbend Property fail to limit their parking to the Golf Course Parking Area, then the Occupants of the East Property and the West Property, respectively, shall have the right to install signs within the Common Area of their respective Parcels, which designate the parking outside of the Golf Course Parking Area

as solely for use by customers of the East Property and the West Property. The owner of the East Property shall have the right to designate up to eight (8) exclusive parking spaces on the East Property for the exclusive use of one or more Occupants of the East Property and such Occupants' invitees (provided that such exclusive parking spaces shall not be located along the common boundary line between the West Property and the East Property). The owner of the West Property shall have the right to designate up to six (6) exclusive "to go" parking spaces on the West Property for the exclusive use of one or more Occupants of the West Property and such Occupants' invitees. Each such designation shall be honored by the owners of the East Property, the West Property and the Riversbend Property.

2.2 Utilities. Each Party hereby grants and conveys to each other Party non-exclusive perpetual easements in, to, over, under, along and across those portions of the Common Area (exclusive of any portion located within Building Areas) located on the grantor's Parcel necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, and removal of Utility Lines serving the grantee's Parcel, including but not limited to, sanitary sewers, storm drains, and water (fire and domestic), gas, electrical, telephone and communication lines, subject to the following requirements and restrictions:

(a) All Utility Lines shall be underground except: (i) ground mounted electrical transformers; (ii) stormwater management practices, (iii) the Shared Detention Ponds; (iv) as may be necessary during periods of construction, reconstruction, repair, or temporary service; (v) as may be required by governmental agencies having jurisdiction over the Parcels; (vi) as may be required by the provider of such service; and (iiii) fire hydrants.

(b) At least ten (10) days prior to any installation, maintenance, connection, repair, relocation or removal of Utility Lines located on another Party's Parcel pursuant to the easement granted herein (except in an emergency, the work may be initiated with reasonable notice), the grantee shall first provide the grantor with a written statement describing the need for such work, shall identify the proposed location of the Utility Line, the nature of the service to be provided, the anticipated commencement and completion dates for the work and shall furnish a certificate of insurance showing that its contractor has obtained the minimum insurance coverage required by Section 8.2.

(c) The initial location of any Utility Line shall be subject to the prior written approval of the Party whose Common Area is to be burdened thereby, such approval not to be unreasonably withheld or conditioned, and such Party shall respond to any request within fifteen (15) days after receipt. The easement area shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility. Upon request, the grantee shall provide to the grantor a copy of an as-built survey showing the location of such Utility Line.

(d) Except as otherwise agreed to by the grantor and the grantee, any Party installing Separate Utility Lines pursuant to the provisions of this subparagraph shall pay all costs and expenses with respect thereto and shall cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the Common Area. In addition, the grantee of any Separate Utility Line shall Indemnify the grantor from all Claims arising out of or resulting from the installation, maintenance and operation of the Separate Utility Line.

(e) The grantor whose Parcel is affected by a Utility Line shall have the right to relocate such Utility Line upon ten (10) days' prior written notice, provided that such relocation:

(i) shall not be commenced between August 1st and January 15th;

(ii) shall not interfere with or diminish the utility service to the grantee during the grantee's business hours; and if an electrical line/computer line is being relocated, then the grantor and grantee shall coordinate such interruption to eliminate any detrimental effects;

(iii) shall not reduce or unreasonably impair the usefulness or function of such Utility Line;

(iv) shall be performed without cost or expense to grantee;

(v) shall be completed using materials and design standards which equal or exceed those originally used; and

(vi) shall have been approved by the provider of such service and the appropriate governmental or quasi-governmental agencies having jurisdiction thereover.

Documentation of the relocated easement area, including the furnishing of an "as-built" survey, shall be performed at the grantor's expense and shall be accomplished as soon as possible following completion of such relocation. At the request of any Party hereto, this Agreement shall be supplemented to memorialize the as-built location (and corresponding easement) of any Utility Line.

(f) Each Party hereby grants and conveys to each other Party the perpetual right and easement to discharge surface storm drainage and/or runoff from the grantee's Parcel over, upon and across the Common Area of the grantor's Parcel, and the owner of the Riversbend Property hereby grants and conveys to each other Party the perpetual right and easement to discharge and store surface drainage and/or runoff into the Shared Detention Ponds, upon the following conditions and terms:

(i) The Common Area grades and the Shared Detention Ponds shall be initially constructed in strict conformance with the details approved by the Parties; provided that the owner of the Riversbend Property hereby approves the grading and drainage plans for the East Property and West Property; and

(ii) Following the initial construction of the improvements on the Parcels, no Party shall alter or permit to be altered the surface of the Common Area or the area or capacity of the drainage/retention system constructed on its Parcel if such alteration would unreasonably increase the flow of surface water onto an adjacent Parcel either in the aggregate or by directing the flow of surface water to a limited area. The foregoing shall not limit or affect the rights of the East Property and the West Property to discharge surface drainage to the Shared Detention Ponds pursuant to this REA.

2.3 Monument Sign Easement. Continental, for itself and any future party owning any of the Parcels, hereby grants, declares and reserves a perpetual, exclusive easement over that portion of the East Property depicted on Exhibit D attached hereto and made a part hereof, for the installation, replacement and removal of a monument sign ("**Monument Sign**"). The initial Monument Sign shall be in substantially the location shown on Exhibit D and shall be constructed in accordance with the sign rendering shown on Exhibit E attached hereto. The owner of the West Property, the East Property and the Riversbend Property shall each be entitled to certain panels on the Monument Sign in accordance with the allocation shown on Exhibit E.

2.4 Trash Enclosure Easements. Continental, for itself and any future party owning the West Property, hereby grants and conveys to the owner of the Riversbend Property a perpetual, exclusive easement over that portion of the West Property depicted on Exhibit D attached hereto and made a part hereof, for the placement of a trash enclosure and facilities for the removal of trash from the Riversbend Property ("**Golf Course Trash Enclosure**"). The Golf Course Trash Enclosure shall be located in the area labeled as such on Exhibit D and the design and construction of the enclosure and facilities shall be subject to the prior written approval of the owner of the West Property, which approval shall not be unreasonably withheld. Continental, for itself and any future party owning the West Property, hereby grants and conveys to the owner of the East Property a perpetual, exclusive easement over that portion of the West Property depicted on Exhibit D attached hereto and made a part hereof, for the placement of a trash enclosure and facilities for the removal of trash from the East Property (" **East Property Trash Enclosure**"). The East Property Trash Enclosure shall be located in the area labeled as such on Exhibit D and the design and construction of the enclosure and facilities shall be

subject to the prior written approval of the owner of the West Property, which approval shall not be unreasonably withheld.

ARTICLE III
TAXES

3.1 Taxes. Each Party shall pay or cause to be paid before delinquency all taxes and assessments levied or assessed against its Parcel, and indemnify and defend the other Parties and hold the other Parties harmless from and against any and all claims or demands for payment of such taxes or assessments.

ARTICLE IV
BUILDING AREAS, COMMON AREAS, AND CONSTRUCTION OBLIGATIONS

4.1 Improvements. The East Property and the West Property shall be developed as a uniform and harmonious development as generally shown on the Site Plan. The Parties shall be permitted in accordance with the terms and restrictions contained in this REA to construct buildings within the Building Area as so labeled on the Site Plan. Portions of the Building Area upon which buildings or other improvements are not constructed shall be paved and/or landscaped by the Party owning the Parcel and integrated into the Common Area until construction thereon commences. Except as set forth in Section 4.5 below, each Party may alter, modify and/or rearrange the Common Areas on its Parcel from time to time as it determines in its sole discretion.

4.2 Building Areas. All buildings constructed on the East Property and the West Property shall be located wholly within the areas labeled "**Building Area**" on the Site Plan. Canopies and roof overhangs (including supporting columns or pillars), normal foundations, sidewalks, required emergency exits (including associated stairs, landings, footings and foundations), trash enclosures, loading and delivery docks (whether open or enclosed), covered areas attached to such docks, and doors for ingress and egress may project or extend from any building over or outside of the Building Area; provided: (a) any such projection or extension shall comply with all applicable governmental laws, rules, ordinances and regulations; and (b) no such extension or projection is permitted if it: (i) materially alters the parking configuration or vehicular or pedestrian circulation or access in and through the Parcels or to and from adjacent streets from that shown on the Site Plan; (ii) unreasonably interferes with the use and occupancy of any Parcel or portions thereof; or (iii) hinders the construction of buildings on adjacent Building Areas (collectively, the "**Building Extensions**"). In addition, each Party or occupant shall be entitled to utilize certain outdoor seating area(s) adjacent to the Buildings on its Parcel designated as "**Outdoor Seating Areas**" on the Site Plan (it also being acknowledged that outdoor seating shall also be permitted within any Building Area). The Building Extensions and Outdoor Seating Areas are collectively referred to as the "**Permitted Extensions**". Permitted Extensions, as they may exist from time to time, are not part of the Common Area, and shall be maintained and insured against fire and other casualty as part of the building from which they extend or project.

4.3 Building Encroachments.

(a) In order to accommodate any Building improvements which inadvertently may be constructed beyond a Parcel's boundary line, each Party grants to each Party owning an adjacent Parcel an easement not to exceed a maximum lateral distance of six inches (6"), in, to, over, under and across that portion of the grantor's Parcel adjacent to such common boundary line for the maintenance and replacement of such encroaching Building improvements. The foregoing easement grant shall not diminish or waive any right of a Party to recover damages resulting from the constructing Party's failure to construct its Building within its Parcel.

(b) If a constructing Party (the "**Constructing Party**") determines that it is necessary to place underground piers, footings and/or foundations ("**Subsurface Construction Elements**") across the boundary line of its Parcel, the Constructing Party shall advise the Party owning the adjacent Parcel (the "**Adjacent Party**") of its construction requirement and shall provide plans and specifications relating thereto, including proposed construction techniques for the Subsurface Construction Elements. The Adjacent Party hereby grants and conveys to the Constructing Party for the benefit of its Parcel an easement, not to exceed a maximum

lateral distance of five feet (5'), in, to, under and across that portion of the Adjacent Party's Parcel not theretofore occupied by any then existing structure, for the installation, maintenance and replacement of such Subsurface Construction Elements.

(c) The Adjacent Party reserves the right to require the Constructing Party to modify the design specifications for the Subsurface Construction Elements in order to permit the Adjacent Party the opportunity to use the same in connection with the construction of its Building improvements to the end that each Party shall be able to place its Building immediately adjacent to the common boundary line. If a common Subsurface Construction Element is used by the Parties, each shall assume and pay its reasonable share of the cost and expense of the design and construction and maintenance thereof. If any Building using a common Subsurface Construction Element is destroyed and not replaced or removed, the common Subsurface Construction Element shall remain in place for the benefit of the other Building using the same.

(d) The easements in each instance shall: (i) continue in effect for the term of this REA and thereafter for so long as the Building using the easement area exists (including a reasonable period to permit reconstruction or replacement of such Building if the same shall be destroyed, damaged or demolished); and (ii) include the reasonable right of access necessary to exercise and enjoy such grant upon terms and with the limitations described in Section 2.1.

(e) With respect to Buildings constructed along the common boundary line between Parcels, nothing herein shall be deemed to create or establish a "common" or "party" wall to be shared with the adjacent Building, or the right for a Building to receive support from or apply pressure to the adjacent Building.

4.4 Parking Ratio. Each Parcel shall independently maintain sufficient parking to comply with all applicable laws, ordinances, regulations, and zoning codes given the use being made of such Parcel.

4.5 Protected Areas. After the initial construction of the Common Area Improvements, without the prior written consent of the other Parties (which consent may be withheld or conditioned, in each Party's sole discretion), (a) the Permanent Access Drives shall not be altered or modified and (b) the areas designated as "**Protected Areas**" on the Site Plan shall not be materially altered or modified.

4.6 Construction Requirements. All work performed in the construction, repair, replacement, alteration or expansion of any improvements shall be performed as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (i) access to or from the Parcels, or any part thereof, to or from any public right-of-way, (ii) customer vehicular parking, (iii) the receiving of merchandise by any business being operated on a Parcel, including, without limitation, access to its Building, or (iv) construction work being performed on any other Parcels. Unless otherwise specifically stated herein, the Person contracting for the performance of such work (the "**Contracting Party**") shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all Buildings, signs and Common Area improvements damaged or destroyed in the performance of such work. Staging for the initial construction of Buildings, or the replacement, alteration or expansion of any Building, sign or Common Area improvements shall be located solely on the constructing Party's Parcel. Each staging area on any Parcel shall be located in such a way that it will not interfere with the use of the Protected Area on any other Parcel. Once the initial construction is complete and either or both of the Occupants of the West Property and the East Property are open for business, any construction vehicles accessing the West Property or the Riversbend Property by crossing the East Property shall access the West Property or the Riversbend Property via the curb cut and driveways designated on the Site Plan as "**Permitted Construction Access**". At such time as any business has commenced operations on any Parcel, then each Contracting Party shall keep its Parcel and the Permitted Construction Access in a clean and neat condition for the duration of any construction on such Contracting Party's Parcel.

ARTICLE V
USE, NUISANCE AND GOVERNMENTAL COMPLIANCE

5.1 Use of Parcels. The Parcels may be used for any lawful purpose (except for any purpose which is expressly prohibited by this REA).

5.2 Nuisance. A Party shall not suffer or permit thereon the maintenance of any nuisance, including unusual noises and obnoxious odors (except that customary restaurant noises and odors shall not constitute a nuisance), on its Parcel.

5.3 Compliance with Laws. To the extent that the terms of this REA require or allow a Party, as the case may be, to perform any construction, repair, alteration, replacement, remediation or similar task or action (collectively, "**Tasks**"), then the Party shall perform such Tasks in accordance with all applicable laws, statutes, ordinances, codes, rules and regulations.

5.4 Hazardous Materials. No Party shall use or permit the use of Hazardous Materials (as hereinafter defined) on, about, under or in its Parcel or any other Parcel except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws (as hereinafter defined). Each Party shall Indemnify the other Parties from and against all Claims, including, but not limited to, costs of investigation, litigation and remedial response arising out of any Hazardous Materials used or permitted to be used by such Party, whether or not in the ordinary course of business. "**Hazardous Materials**" shall mean petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law. "**Environmental Laws**" shall mean all Laws which relate to or deal with human health or the environment, all as may be amended from time to time.

5.5 Restrictions on Common Area Use. Except to the extent required by law, no Permittee shall be charged for the right to use the Common Area. Each Party shall use its best efforts to cause the employees of the Occupants of its Parcel to park their vehicles only on such Parcel. No merchandise, equipment or services, including, but not limited to, vending machines, promotional devices and similar items, shall be displayed, offered for sale or lease, or stored on the sidewalks in front of or alongside the Buildings or within the remainder of the Common Area; provided, however, that the foregoing prohibition shall not be applicable to trash enclosures constructed in connection with the construction of a Building or replacements thereof in the same location, and provided, further that the foregoing restrictions shall not restrict customary use of Outdoor Seating Areas, as the same are not part of the Common Area.

ARTICLE VI
UTILITIES AND LIGHTING

6.1 Utilities. Each Party agrees to pay, or cause to be paid, all charges for utility services used by such Party and/or its Occupants.

6.2 Lighting.

(a) After completion of the lighting system on its Parcel, each Party hereby covenants and agrees to keep its Tract fully illuminated from dusk to at least two (2) hours past the close of any business operating on such Parcel, or if no business is operating on such Parcel until 10:00 p.m.. Each Party further agrees to keep any exterior Building security lights on from dusk until dawn. During the term of this REA, each Party grants an irrevocable license to each other Party for the purpose of permitting the lighting from one Tract to incidentally shine on the adjoining Tract.

(b) It is recognized that Occupants of the Parcels may be open for business at different hours, and that a Party may wish to have the Common Area lights on another Parcel illuminated before or after the required time period set forth in Section 6.2(a). Accordingly, a Party ("**Requesting Party**") shall have the right, at any time, to require the Party that controls the lighting on such Tract ("**Requested Party**") to keep the Common Area lights it controls operating as stipulated by the Requesting Party, provided that the Requesting Party notifies the Requested Party of such request not less than seven (7) days in advance. The Requesting Party shall state the period during which it wishes such Common Area lights to be kept operating and shall pay the costs of such lighting to the Requested Party within ten (10) days after receipt

of an invoice from the Requested Party. Upon the failure of a Requesting Party to pay the estimated amount or renew a prepayment as required hereby, the Requested Party shall have the right to discontinue such additional lighting and to exercise any other remedies herein provided. Any such request for additional lighting may be withdrawn or terminated at any time by written notice from the Requesting Party, and a new request or requests for changed hours of additional operation may be made from time to time.

ARTICLE VIII
OCCUPANT SIGNS

7.1 Monument Sign Construction. Continental shall construct, at its sole cost and expense (subject to reimbursement from its Occupants), the initial Monument Sign structure (excluding individual tenant sign panels which shall be fabricated and installed by the Occupants of each Parcel), extend electricity to each sign panel box and install a meter to the initial Monument Sign in accordance with the approved plans and specifications. The Occupant entitled to utilize each panel on the Monument Sign shall be responsible for the fabrication and installation of the individual tenant signage.

7.2 Monument Sign Maintenance. Following installation of the Monument Sign, the owner of the East Property shall be responsible for keeping the Monument Sign fully operational, and shall operate, maintain and repair the Monument Sign in a manner consistent with a first-class shopping center. The owners of the East Property, the West Property and the Riversbend Property shall contribute to the cost of operating, maintaining and repairing the Monument Sign based on the fraction, the numerator of which is the square footage of such party's sign panel(s) on the Monument Sign, and the denominator of which is the square footage of all panels on the Monument Sign. Payments shall be made within thirty (30) days following receipt of invoices setting forth the amount owed, accompanied by reasonable supporting documentation, invoices and work orders. If the owner of the East Property fails to maintain the Monument Sign in accordance with the standards set forth herein, the owner of the West Property may exercise all remedies contained in Article XIV hereof, including without limitation self-help. Each Occupant entitled to place a sign panel on the Monument Sign shall keep its sign panel in good condition and repair.

7.3 Building Signs.

(a) Subject to all applicable laws, ordinances, rules and regulations, each Occupant may have the maximum number of identification sign placed on the exterior of the Building it occupies. No Occupant identification sign attached to the exterior of a Building shall be:

(iii) placed at any angle to the Building; provided, however, the foregoing shall not apply to any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk;

(iv) painted on the surface of any Building;

(iii) flashing, moving or audible, except that in the case of a bank, a moving sign that shows the Dow Jones Industrial Average, time and temperature, and similar information customarily shown on first-class bank signs may be used and in the case of a pharmacy, "reader" boards may be used in a manner consistent with national pharmacy chains;

(iv) employ exposed raceways, exposed neon tubes, exposed ballast boxes, or exposed transformers; provided, however, exposed raceways shall be permitted if (A) the primary purpose of the raceways are to limit damage to the Buildings to which the raceways are attached and (B) the raceways do not draw undue attention when viewed from the Common Area; or

(v) paper, cardboard and/or temporary (exclusive of contractor signs), stickers or decals; provided, however, the foregoing shall not prohibit (A) the placement at the entrance of each Occupant's space of a small sticker or decal, indicating hours of business, emergency telephone

numbers, acceptance of credit cards, and other similar information, or (B) "For Sale" signs, "For Lease" signs, "Coming Soon" signs and "Grand Opening" signs placed within a Parcel for a period of time not to exceed ninety (90) days per instance.

(b) No Occupant shall have an exterior sign which identifies leased departments and/or concessionaires operating under the Occupant's business or trade name, nor shall such sign identify specific brands or products for sale or services offered within a business establishment, unless such identification is used as part of the Occupant's trade name.

7.4 Miscellaneous Signs. Notwithstanding anything contained herein to the contrary, each Party shall be permitted to place the following signs within the Common Area located on its Parcel:

(a) directional signs or informational signs such as "Handicapped Parking";

(b) temporary signs displaying leasing information;

(c) one (1) temporary sign identifying each contractor working on a construction job;

(d) one (1) temporary sign identifying a lender financing a construction project; and

(e) parking signs installed pursuant to Section 2.1 above.

Notwithstanding anything herein to the contrary, (a) the Occupants of the West Property shall each have the right to place up to six (6) exclusive "to go" parking signs on the Common Area located on each Occupant's Parcel and (b) the Occupants of the East Property may place up to eight (8) exclusive parking signs to the extent permitted by the owner of the East Property and Section 2.1 hereof, provided the eight parking stalls identified on the East Property shall not be located along the common boundary of the East Property and the West Property.

ARTICLE VII
INDEMNIFICATION AND INSURANCE

8.1 Liability Insurance Coverage and Limits. Each Party agrees to maintain, and/or cause to be maintained, at no cost to the other Parties, commercial general liability insurance insuring against claims for personal injury, bodily injury, death and property damage occurring on, in or about such Party's Parcel and the ways immediately adjoining such Party's Parcel, with cumulative policy limits of not less than Three Million Dollars ($3,000,000.00) for any one occurrence whether via a single policy or a combination of underlying and umbrella coverages. The insurance required hereunder shall: (i) be issued by a company having an AM Best rating of at least A-:VIII; (ii) provide for thirty (30) days notice of cancellation or amendment; (iii) contain a contractual liability endorsement; and (iv) name the other Parties hereto (and the first Mortgagee of each Party) as additional insureds.

8.2 Contractor's Insurance. During the period of any construction by or at the request of any Party, such Party agrees to obtain or require its contractor(s) to obtain, and thereafter maintain so long as such construction activity is occurring, at least the following minimum insurance coverage: (i) workers' compensation - statutory limits; (ii) builder's risk equal to the replacement cost of the improvements; (iii) commercial general and commercial automobile liability covering personal injury and property damage with limits of not less than Three Million Dollars ($3,000,000.00) for any one occurrence; (iv) independent contractor's liability or owner's protective liability with policy limits of not less than Three Million Dollars ($3,000,000.00); (v) products/completed operations coverage which shall be kept in effect for two (2) years after completion of any construction work; (vi) XCU coverage, if applicable; (vii) broad form property damage endorsements; personal injury endorsements; and blanket contractual liability endorsement.

8.3 Property Insurance. The Parties shall cause their buildings and improvements to the Common Areas to be insured against loss or damage by fire and the perils commonly covered under the "special form" policy for not less than the full replacement cost thereof, including all improvements, alterations, additions and changes made, but excluding footings, foundations and excavation. Insurance required to be carried by the Parties hereunder

shall: (i) be issued by a company having an AM Best rating of at least A-:VIII; and (ii) provide for thirty (30) days notice of cancellation or amendment.

8.4 Policy Requirements. Insurance coverage required by this REA may contain the following elements, so long as the required coverage is not diminished, the required limits are not reduced, and the elements thereof are otherwise commercially reasonable: a Party's insurance program may include blanket, layered, umbrella, conventional and/or manuscript forms of policies, as well as retention levels and loss reserves which are charged against earnings or otherwise funded. The Parties shall pay all deductible amounts payable for all insurance required to be maintained by the respective Party hereunder. Upon request, each Party shall cause certificates of insurance reasonably evidencing compliance with the requirements of this Section to be delivered to the other Parties. The insurance policies and certificates required by this Section shall require the insurance company to furnish the other Parties thirty (30) days prior written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage.

8.5 Liens. No Party shall permit the lien of any contractor, subcontractor, mechanic, materialman, laborer, architect or any other Person or entity arising out of work, material or services performed or supplied or contracted for by that Party, or those claiming by, through or under such Party, to be or remain a lien upon any other Parcel or the Common Areas, but such Party shall have the right to contest the lien in good faith by appropriate judicial proceedings so long as: (i) the proceeding operates to stay any execution or foreclosure on the lien; and (ii) the Party diligently pursues the contest to its conclusion. In any event, such Party shall indemnify the other parties harmless from any such lien, and such indemnity shall survive a termination of this REA.

8.6 Self Insurance. Insurance under this Article VIII may be provided pursuant to a plan of self insurance, provided that any Person so self-insuring notifies the other Parties of its intent to self-insure and shall upon request deliver to such other Parties each calendar year a copy of its annual report or Form 10-K that is audited by an independent certified public accountant which discloses that such Person has Two Hundred Million Dollars ($200,000,000) or more of net current assets.

8.7 Indemnification. Each Party agrees to defend, protect, indemnify and hold harmless each other Party from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the injury to or death of any Person, or damage to the property of any Person located on the Parcel owned by each indemnifying Party; provided, however, the foregoing obligation shall not apply to claims or demands based on the negligence or willful act or omission of such other Party, its licensees, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee or concessionaire thereof. In the event it is determined that such other Party was not at fault, then the indemnifying Party shall reimburse such other Party for all reasonable costs and/or expenses incurred by it defending against such claim or demand.

ARTICLE IX
DAMAGE OR DESTRUCTION

9.1 If any of the Buildings are damaged by fire or other casualty (whether insured or not), the Party upon whose Parcel such Building is located shall, subject to governmental regulations and/or insurance adjustment delays, promptly remove the debris resulting from such event and provide a sightly barrier, and within a reasonable time thereafter shall perform one of the following alternatives:

(i) such Party shall repair or restore the Building so damaged to a complete unit, such repair or restoration to be performed in accordance with all applicable provisions of this REA;

(ii) such Party shall erect another Building in such location, such construction to be performed in accordance with all applicable provisions of this REA; or

(iii) such Party shall demolish the damaged portion and/or the balance of such Building and restore the cleared area to either a hard surface condition or a landscaped condition in which event the area shall be Common Area until a replacement Building is erected.

ARTICLE X
RESTRICTIVE COVENANTS

10.1 Restrictive Covenants. The types of uses permitted on the Parcels shall be those of a retail and/or commercial nature found in first class shopping centers of a similar size in the metropolitan marketing area in which the Parcels are located. Notwithstanding the foregoing the Riversbend Property is currently operated as a golf course and shall have the right to continue to be used as a golf course and related purposes. In the event that the Riversbend Property is ever changed to a retail or restaurant use, then parking for such retail and/or restaurant use shall be solely contained within the Riversbend Property. In no event shall (i) any Parcel contain a business operation which would violate one of the "**Prohibited Uses**" listed on Exhibit F attached hereto and made a part hereof or (ii) the Riversbend Property or the East Property contain a business operation that would violate the "**West Exclusive Use**" listed on Exhibit F-1attached hereto and made a part hereof. No building constructed on the Parcels shall consist of more than one (1) story plus Mezzanine. "**Mezzanine**" means any floor area above the ground floor that does not extend over the entire ground floor and which is used in connection with the primary commercial use of the building but is not used as a sales area or generally open to the public. No Mezzanine or basement of any Building shall be used as an area for sales or display or open to the public generally. The restrictions set forth in this Section shall be deemed to be restrictions and covenants against the Parcels, a servitude upon each of the Parcels, shall run with the land and shall be binding upon any Person acquiring any interest in any Parcel or part thereof. In the event of a breach or threatened breach of any of the restrictions or covenants contained in this Section, the Parties shall be entitled to injunctive relief in addition to any other remedy available under this REA, except for termination.

ARTICLE XI
NOTICES

11.1 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by: (i) national courier service which maintains delivery records; or (ii) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or at such other address as the Parties may designate by written notice in the above manner:

If to Continental:
Continental 246 Fund LLC
Attention: Legal Department
W134 N8675 Executive Parkway
Menomonee Falls, WI 53051
Facsimile: (262) 502-5522

If to Riversbend:
Riversbend Country Club, Inc.
Attention: Charles L. Schmit
N96 W18034 County Line Road
Germantown, WI 53022

Communications may also be given by fax, provided the communication is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery. Each Party shall give all other Parties notice of their Notice address upon acquiring an interest in the Parcels.

ARTICLE XII
CERTIFICATION

12.1. A Party shall, within fifteen (15) days after receipt of another Party's written request therefor, acknowledge and deliver to the requesting Party, a statement in writing certifying: (i) that this REA is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (ii) the dates to which any charges have been paid; (iii) if the same is true, no default has been declared pursuant to this REA by any Party and the Party furnishing such certification at the time has no knowledge of any facts or circumstances which it might reasonably believe would give rise to default by any Party, and (iv) and identifying the date of this REA and any amendment thereto.

ARTICLE XIII
MAINTENANCE

13.1 Building Improvements. After completion of construction, each Party shall maintain and keep (i) the exterior portion of the Buildings, if any, located on its Parcel in first-class condition and state of repair, and (ii) unless otherwise provided in this REA, the Buildings and Common Area located on its Parcel in compliance with all applicable Laws, and in compliance with the provisions of this REA. Each Party shall store all trash and garbage in adequate containers, to locate such containers so that they are not readily visible from the parking area, and to arrange for regular removal of such trash or garbage.

13.2 Utility Lines.

(a) Each Party shall maintain and repair, or cause to be maintained and repaired, in a good state of repair and safe condition, all Separate Utility Lines used by such Party regardless of where located unless the provider of the utility service or a public or quasi-public authority has agreed to maintain such Utility Lines. Any maintenance, replacement and/or repair of non-dedicated Utility Lines located on another Party's Parcel shall be performed only after ten (10) days' notice to the grantor (except in an emergency the work may be initiated with reasonable notice), after normal business hours whenever possible, and in such a manner as to cause as little disturbance in the use of the grantor's Parcel as is practicable under the circumstances. Any Party performing or causing to be performed maintenance or repair work shall promptly pay all costs and expenses associated therewith, diligently complete such work as quickly as possible and promptly clean the area and restore the affected portion of the Common Area to a condition equal to or better than the condition which existed prior to the commencement of such work.

(b) Common Utility Lines shall be maintained, repaired and/or replaced by the Party on whose Parcel the Common Utility Lines are located in accordance with the standards set forth in Section 13.2(a) above.

13.3 Maintenance of Common Areas. Each Party shall operate and maintain, or cause to be operated and maintained, the Common Area on its respective Parcel in good order, condition and repair. The maintenance and repair obligations shall include, but not be limited to, the following:

(a) Drive and Parking Areas. Maintaining all paved surfaces and curbs in a smooth and evenly covered condition, including, without limitation, replacing base, skin patching, resealing and resurfacing (for the purpose of this section, an overlay of the drives and parking areas shall be considered to be a maintenance item).

(b) Debris and Refuse. Periodically removing all papers, debris, filth, refuse, ice and snow, including periodic vacuuming and broom sweeping to the extent necessary to keep the Common Area in a first-class, clean and orderly condition. All sweeping shall be performed at appropriate intervals during such times as shall not interfere with the conduct of business or use of the Common Area by Permittees. Snow shall be plowed as soon as a two-inch accumulation occurs and re-plowed as necessary to maintain less than a two-inch accumulation at all times; upon cessation of the snowfall, the Common Area shall be plowed to the paved surface.

(c) Non-Occupant Signs and Markers. Maintaining, cleaning, repairing and replacing directional, stop and handicapped parking signs and markers; restriping of parking lots and drive lanes as necessary to maintain parking space designation and traffic direction; and keeping clearly marked fire lanes, loading zones, no parking areas and pedestrian crosswalks.

(d) Lighting. Operating, maintaining, cleaning, repairing and replacing Common Area lighting facilities, including light standards, wires, conduits, lamps, ballasts and lenses, time clocks and circuit breakers.

(e) Landscaping. Maintaining and replacing all landscape plantings, trees and shrubs, including those adjacent to the exterior walls of Buildings, in an attractive and thriving condition, trimmed and weed free. Maintaining and replacing landscape planters, including those adjacent to exterior walls of Buildings. Modifying irrigation system to satisfy governmental water allocation or emergency requirements.

(f) Obstructions. Keeping the Common Area free from any obstructions including those caused by the sale or display of merchandise, unless such obstruction is permitted under the provisions of this REA.

(g) Sidewalks. Maintaining, cleaning, repairing and replacing all sidewalks, including those adjacent and contiguous to Buildings. Sidewalks shall be cleaned at least monthly and shall be swept at appropriate intervals during such times as shall not interfere with the conduct of business or use of the Common Area.

(h) Traffic. Supervising traffic at entrances and exits to, within and between the Parcels as conditions reasonably require in order to maintain an orderly and proper traffic flow.

(i) Security. In their sole and absolute discretion and without any obligation to do so, providing security services for the Common Area.

13.4 Maintenance of the Shared Detention Ponds. The owner of the Riversbend Property, at its sole cost and expense, shall maintain, clean and repair the Shared Detention Ponds, or cause the Shared Detention Ponds to be maintained, cleaned and repaired, in compliance with all applicable Laws so as to keep the Shared Detention Ponds in a safe, attractive and fully functional condition and in a good state of repair, including, without limitation, periodically removing all papers, debris, filth and refuse from the Shared Detention Ponds. The Shared Detention Ponds shall be repaired or replaced with materials of a quality which is at least equal to the quality of the materials being repaired or replaced. The owner of the Riversbend Property shall Indemnify each other Party from and against any mechanic's, materialmen's and/or laborer's liens and all Claims in connection therewith arising out of the operation, maintenance and repair of the Shared Detention Ponds by said Party, and if any Parcel shall become subject to any such lien, the owner of the Riversbend Property shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting such bond or other security as shall be required by law to obtain such release and discharge. No alterations to the Shared Detention Ponds shall be permitted without the consent of each Party, which consent may be withheld in such Party's sole discretion. If the owner of the Riversbend Property fails to maintain the Shared Detention Ponds, or if other owners fail to maintain stormwater management facilities on their Parcels in accordance with this Agreement, it is agreed by the Parties that such default shall be subject to only a ten (10) day cure period before the rights of Curing Owner(s) shall apply pursuant to Section 14.2, rather than 30 days as provided in Section 14.1.

13.5 Maintenance of Shared Access Road. Each of the Parties acknowledges the right of each of the Parcels to use the access road labeled as "Shared Access Road" on the Site Plan pursuant to that certain Declaration of Conditions, Covenants and Easements Affecting Property of RAL Germantown/Monroe Income Limited Partnership dated September 14, 1990 and record as Document #566275 in Volume 1089, Page 225 of the County Records of Washington County, Wisconsin (the "**Access Easement**"). It is acknowledged that the Access Easement does not require the Parcels to contribute to the maintenance of the Shared Access Road and that payment for such maintenance is required only to the extent that a Party causes "excessive wear and tear or damage." Each of the Parties hereby agrees to pay to the grantor of the Access Easement ("**Access Easement Grantor**") any required payments due in connection with excessive wear and tear or damage caused by such Party or its Occupants and to indemnify and hold harmless each of the other Parties against any claims related to the same. Further, in the event that Access Easement Grantor fails to maintain the Shared Access Road in the condition that would otherwise be required for roadways pursuant to Section 13.3 of this Agreement, then (except in an emergency), after commercially reasonable efforts have been made to obtain performance from such Access Easement Grantor, any Party (the "**Repairing Party**") may perform critically necessary maintenance on the Shared Access Road and bill a portion of the actual and reasonable out-of-pocket costs and expenses incurred in performing such maintenance to the other Parties (the "**Access Road Costs**") as provided in the remainder of this paragraph. If a Party desires to perform maintenance that is not critically necessary, and if such Party desires

reimbursement for a share of the same from the other Parties, the Parties shall use commercially reasonable efforts to agree on the scope of maintenance beyond that critically necessary before any Party performs such maintenance. The Parties shall pay their "Pro Rata Share" (as hereinafter defined) of Access Road Costs to the Repairing Party within thirty (30) days after receipt of an invoice and reasonable backup therefor. A Party's "**Pro Rata Share**" means a fraction, the numerator of which is the square footage of the Party's Floor Area at the time Access Road Costs were incurred, and the denominator of which is the total square footage of all Floor Area in the Shopping Center, including the Party's Floor Area, at the time Access Road Costs were incurred, provided that any Floor Area on the Riversbend Property shall be excluded from both the numerator and denominator of such fraction, it being acknowledged that the Riversbend Property owner shall not share in Access Road Costs or Traffic Signal Costs. Notwithstanding anything to the contrary contained in this Section 13.5 or Section 13.6, so long as the lease between the owner of the West Property and Blazin Wings, Inc. (and any amendments thereto) remains in effect, the owner of the West Property shall never be required to contribute more than $5,000 for Access Road Costs and Traffic Signal Costs with respect to any 12 month period (in which event the other Parties will also be required to pay any shortfall resulting thereby).

13.6 Lighting, Maintenance, Insurance and Replacement of the Traffic Signal. In connection with the initial development of the Shopping Center, a traffic signal will be installed in the location labeled "Traffic Signal" on the Site Plan (the "Traffic Signal"). As a condition of the governmental approvals for the Shopping Center, the Village of Germantown has required that the owners of the Shopping Center pay the electricity costs of lighting the Traffic Signal (the "Traffic Signal Costs"). The owner of the East Property shall initially perform such Traffic Signal obligations (i.e., paying the lighting bills, but such owner shall receive reimbursement from the owner of the West Property of a portion of the Traffic Signal Costs based on the West Property Owner's Pro Rata Share (as defined in Section 13.5 above). The West Property Owner shall pay its Pro Rata Share of Traffic Signal Costs to the East Property owner within thirty (30) days after receipt of an invoice and reasonable backup therefor. The Riversbend Property owner shall not have responsibility for Traffic Signal Costs.

13.7 Lift Station Changes. The Parties acknowledge that, on or about the date hereof, Continental and Riversbend have executed that certain Declaration of Covenants and Restrictions (the "Declaration") for the benefit of the Village of Germantown. In the event that any owner of a Parcel hereunder requests changes to the lift station as contemplated by the Declaration, such requesting owner shall be solely responsible for any cost in connection therewith and shall indemnify and hold harmless the other owners from all such costs.

13.8 Damage to the Common Area. If any of the Common Area is damaged or destroyed by any cause whatsoever, whether insured or uninsured, during the term of this REA, other than damage caused by ordinary use or wear and tear, the Party upon whose Parcel such Common Area is located shall repair or restore such Common Area at its sole cost and expense with all due diligence. Except to the extent limited by Article IX, if such damage or destruction of Common Area is caused in whole or in part by another Party or by a third Person, the Party obligated to make such repair or restoration reserves and retains the right to proceed against such other Party or third Person for indemnity, contribution or damages.

ARTICLE XIV
FAILURE TO PERFORM

14.1 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this REA by the non-performing Party (the "**Defaulting Owner**"):

(a) The failure to make any payment required to be made under this REA within ten (10) days after the Defaulting Owner has received notice of its failure to make such payment as and when due; or

(b) The failure to observe or perform any of the covenants, conditions or obligations of this REA, other than as described in (a) above, within thirty (30) days after the issuance of a notice by another Party or Occupant (either a "**Non-Defaulting Owner**") specifying the nature of the default claimed; provided, however if such matter is not susceptible of being cured within thirty (30) days, the cure period shall be extended for a reasonable period of time provided the Defaulting Owner commences the cure within said 30-day period and thereafter diligently prosecutes the cure to completion; provided that if either Party fails to timely remove snow or

ice from the Common Area on its Parcel on three (3) or more consecutive occasions (provided such Party received written notice of each such failure from the Non-Defaulting Owner), then the Non-Defaulting Owner shall thereafter not be required to provide the Defaulting Owner with time to cure any subsequent failures to remove snow or ice therefrom and the Non-Defaulting Owner shall instead have the immediate right, at its option, to remove snow and ice from all or any portion of such area(s) and shall have the rights of a Curing Owner (defined below).

Each Party shall be responsible for the default of its Occupants.

14.2 Right to Cure.

(a) With respect to any default under Section 14.1, any Curing Owner (as hereinafter defined) shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Owner; provided, however, if an event that would become a default under Section 14.1(b) with the passage of time shall constitute an emergency condition, the Curing Owner acting in good faith, shall have the right to cure such event prior to the passage of the time period set forth in Section 14.1(b).

(b) If any Curing Owner shall cure a default, the Defaulting Owner shall reimburse the Curing Owner for all costs and expenses reasonably incurred in connection with such curative action, plus interest thereon at the Interest Rate, within ten (10) days after receipt of an invoice from such Curing Owner, together with reasonable documentation supporting the expenditures made. Furthermore, the Curing Owner shall have the right, if such invoice is not paid within said ten-day period, to record a lien on the Parcel of the Defaulting Owner for the amount of the unpaid costs incurred by the Curing Owner pursuant to this Section 14.2.

(c) To effectuate any such cure, a Curing Owner shall have the right to enter upon the Parcel of the Defaulting Owner (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Owner.

(d) As used in this Section 14.2, the term "**Curing Owner**" shall refer to a Non-Defaulting Owner that issued a notice of default pursuant to Section 14.1 hereof and elected to exercise self-help pursuant to this Section 14.2.

14.3 Remedies.

(a) Notwithstanding anything to the contrary contained in this REA, each Non-Defaulting Owner, shall have the right to prosecute any proceedings at law or in equity against any Defaulting Owner hereto, or any other Person violating or attempting to violate or default upon any of the provisions contained in this REA, and to recover damages for any such violation or default.

(b) In the event of any violation or threatened violation by any Person of any of the easements, restrictions or other terms of this REA, any or all of the Parties shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

(c) All of the remedies permitted or available to a Party under this REA or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

(d) In all situations arising out of this REA, all Parties shall attempt to avoid and mitigate the damages resulting from the conduct of any other Party. Each Party shall take all reasonable measures to effectuate the provisions of this REA.

(e) Notwithstanding anything contained herein to the contrary the remedies available to the Parties shall not include the termination of the REA.

14.4 Default Liens.

(a) The liens provided for in Section 14.2(b) above shall only be effective when filed as a claim of lien against the Defaulting Owner in the official real estate records of the County of the State in which the Parcels are located by the Party making the claim. The claim of lien shall include the following:

(i) The name of the lien claimant;

(ii) A statement concerning the basis for the claim of lien and identifying the lien claimant as the Non-Defaulting Owner;

(iii) An identification of the owner or reputed owner of the Parcel or interest therein against which the lien is claimed;

(iv) A description of the Parcel against which the lien is claimed;

(v) A description of the work performed which has given rise to the claim of lien and a statement itemizing the amount thereof; and

(vi) A statement that the lien is claimed pursuant to the provisions of this REA, reciting the date of recordation and the recorded document number (or book and page) hereof.

(b) The lien shall attach from the date a claim of a lien is recorded and may be enforced in any manner allowed by law, including, but not limited to, by suit in the nature of an action to foreclose a mortgage or mechanic's lien under the applicable provisions of the laws of the State in which the Parcels are located. The curing Party shall have the power to purchase the interest of the defaulting Party at such foreclosure sale and thereafter to hold, lease, mortgage and convey the same. Upon payment in full to the curing Party (prior to such a foreclosure) of all costs and expenses secured by the lien, together with all applicable interest due thereon and attorney's fees relating thereto, the curing Party shall promptly cause to be recorded a further notice stating the satisfaction and release of the lien against the defaulting Party's Parcel.

(c) A curing Party's right to record a lien as provided herein shall not be impaired by an intervening sale or other disposition of the affected Parcel, new Parcel or demised premises by the defaulting Party. The claim of lien, when so established against the real property described in the claim of lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing the claim of lien, and shall be subordinate to any others. The claim of lien shall be for the use and benefit of the Person curing the default of the Owner in default.

14.5 Attorneys' Fees. If any Person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this REA, the prevailing party in any such action or proceeding shall be entitled to recover from the non-prevailing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

ARTICLE XV
MISCELLANEOUS PROVISIONS

15.1 Relationship of the Parties. Nothing herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that no provision herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties except as specifically set forth herein.

15.2 Remedies Not Exclusive. The various rights and remedies herein contained and reserved to each of the Parties, except as herein otherwise expressly provided, are not exclusive of any other right or remedy of such Party, but are cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either Party, shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence therein.

15.3 No Presumption. This REA shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against any Party.

15.4 Headings. The headings of the Sections contained herein are for convenience only and do not define, limit, or construe their contents.

15.5 Pronouns. When required by context, the singular includes the plural, and the neuter gender includes a person, corporation, firm or association.

15.6 Severability. If any term or provision of this REA or the application of it to any Person or circumstance shall to any extent be held by a court in an action affecting this REA to be invalid or unenforceable, the remainder of this REA or the application of such term or provision to Persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this REA shall be valid and shall be enforced to the extent permitted by law.

15.7 No Other Agreements. This REA is intended to be a complete and exclusive statement of the terms hereof and the terms of this REA may not be explained or supplemented by evidence of consistent additional terms. This REA may not be amended or modified by any act or conduct of the Parties or by oral agreement, unless reduced to a writing signed by all Parties.

15.8 Successors. All of the rights and obligations of the Parties under this REA shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of the Parties and the restrictions, covenants and obligations pertaining to each of the Parcels shall run with the land and shall continue until this REA is terminated or expires.

15.9 Governing Law. This REA shall be governed by and construed in accordance with the internal laws of the state of Wisconsin without regard to choice of law.

15.10 Incorporation. The Exhibits attached hereto are incorporated herein by reference.

15.11 Exculpation. Anything to the contrary in this REA notwithstanding, the covenants contained in this REA to be performed by a Party shall not be binding personally, but instead said covenants are made for the purpose of binding only the fee simple estate and income therefrom which the Party owns.

15.12 Consent. In any instance in which any Party to this REA shall be requested to consent to or approve of any matter with respect to which such Party's consent or approval is required by any of the provisions of this REA, such consent or approval shall be given in writing, and shall not be unreasonably withheld, delayed or qualified, unless the provisions of this REA with respect to a particular consent or approval shall expressly provide that the same may be given or refused in the sole and absolute judgment of such Party.

15.13 Breach Shall Not Defeat Mortgage. A breach of any of the terms, conditions, covenants or restrictions of this REA shall not defeat or render invalid the lien of any first Mortgage made in good faith and for value, but such term, condition, covenant or restriction shall be binding upon and effective against any Person who acquires title to the Parcel encumbered by said Mortgage, by foreclosure, trustee's sale or otherwise, provided however, no mortgagor, its successors or assigns, shall be personally liable for any breach hereunder unless and until it takes title to the Parcel encumbered by said Mortgage and then only for breaches which occur after the date it takes title or which occurred prior to such date and remain uncured.

15.14 Condemnation. If any Parcel or any part thereof shall be condemned, or conveyed under threat of condemnation, the award shall be paid to the Party owning the land or the improvements taken, and the other Parties hereby waive and release any right to recover any value attributable to the property interest so taken, except that (i) if the taking includes improvements belonging to more than one Party, such as Utility Lines or signs, the portion of the award allocable thereto shall be used to relocate, replace or restore such jointly owned improvements to a useful condition, and (ii) if the taking includes easement rights which are intended to extend beyond the term of this REA, the portion of the award allocable to each such easement right shall be paid to the respective grantee thereof.

In addition to the foregoing, if a separate claim can be filed for the taking of any other property interest existing pursuant to this REA which does not reduce or diminish the amount paid to the Party owning the land or the improvement taken, then the owner of such other property interest shall have the right to seek an award for the taking thereof. Except to the extent they burden the land taken, no easement or license set forth in this REA shall expire or terminate based solely upon such taking.

15.15 Notice of Transfer.

(a) Subject to the provisions of Section 16.16, each Party shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to its Parcel which accrue during the period of such ownership, and such liability shall continue with respect to any portion transferred until the notice of transfer set forth below is given, at which time (i) the transferring Party shall be released from the obligations of this REA arising subsequent to the effective date of the transfer notice and (ii) the transferee Party shall assume the obligations of this REA arising subsequent to the effective date of the transfer notice.

(b) A Party transferring all or any portion of its interest in a Parcel shall give notice to all other Parties of such transfer and shall include therein the name and address of the new Party and a copy of the legal description of the Parcel or portion thereof transferred. Until the notice of transfer is given, the transferring Party shall (for the purpose of this REA only) be the transferee's agent.

(c) If a Parcel is owned by more than one Person as tenants in common or as joint tenants, the Person or Persons holding at least fifty-one percent (51%) of the ownership interest in the Parcel shall designate one of their number to represent all owners of the Parcel and such designated Person shall be deemed to be the Party for the purposes of exercising rights (but not performing obligations) for such Parcel.

(d) Nothing to the contrary contained in this REA shall affect the existence, priority, validity or enforceability of any lien permitted hereunder which is placed upon the transferred Parcel or part thereof prior to receipt of the notice of the transfer or which is placed on the transferred Parcel or part thereof after receipt of the notice of transfer with respect to events occurring prior to the effective date of the transfer notice.

15.16 Limitation of Liability. Except as specifically provided below, there shall be absolutely no corporate or personal liability of persons, firms, corporations or entities who constitute a Party hereto, including, but not limited to, officers, directors, shareholders, members, partners, employees or agents of a party hereto with respect to any of the terms, covenants, conditions, and provisions of this REA. Any non-defaulting Party who seeks recovery from a defaulting Party hereto shall look solely to the interest of such defaulting Party, its successors and assigns, in such defaulting Party's Parcel (including, without limitation, the rents, issues and proceeds therefrom) for the satisfaction of each and every remedy of the non-defaulting Party; provided, however, the foregoing shall not in any way impair, limit or prejudice the right of any Party:

(a) to pursue equitable relief in connection with any term, covenants or condition of this REA, including a proceeding for temporary restraining order, preliminary injunction, permanent injunction or specific performance;

(b) to recover from another Party all damages and costs on account of, or in connection with, casualty insurance or condemnation proceeds which are not applied or used in accordance with the terms of this REA;

(c) to recover from another Party (or its guarantor) all losses suffered, liabilities incurred or costs imposed arising out of or in connection with, or on account of, such Party's (or its guarantor's) breach of its obligation to carry liability insurance, or fund its self-insurance obligation pursuant to Section 8.6;

(d) to recover from a Party all damages and costs arising out of or in connection with, or on account of, a breach by such Party of its obligations under Section 5.4;

(e) to recover from a Party all damages and costs arising out of or in connection with, or on account of, the failure by such Party to pay when due any tax, assessment or lien as specified under Section 15.3; and

(f) to recover from a Party all damages and costs as a result of any fraud or misrepresentation by such Party in connection with any term, covenants, or condition in this REA.

SEPARATE SIGNATURE PAGE TO FOLLOW
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this REA has been executed as of the date first above written.

CONTINENTAL:

CONTINENTAL 246 FUND LLC, a Wisconsin limited liability company

By: CONTINENTAL PROPERTIES COMPANY, INC.,
a Wisconsin corporation, its Managing Member

By: Daniel J. Minahan
Daniel J. Minahan, President AH

STATE OF WISCONSIN

COUNTY OF WAUKESHA

I, Amanda Meyer, a Notary Public for the aforesaid County and State, certify that Daniel J. Minahan personally came before me this day and acknowledged that he is the President of Continental Properties Company, Inc., the Managing Member of Continental 246 Fund LLC, and that he, as President being authorized to do so, executed the foregoing on behalf of the company. And the said President acknowledged the said writing to be the act and deed of said company.

Witness my hand and notarial stamp or seal, this 13 day of May, 2014.

Notary Public

My commission expires: 02/22/2015

[NOTARIAL SEAL]

NOTARY PUBLIC
AMANDA MEYER
STATE OF WISCONSIN

(Signatures Continue On Following Page)

(Signatures Continued From Previous Page)

RIVERSBEND COUNTRY CLUB, INC.
a Wisconsin corporation

By: _____
Name: Charles L. Schmit
Title: President

STATE OF WISCONSIN

COUNTY OF OZAUKEE

I, William J. Farrell, a Notary Public for the aforesaid County and State, certify that Charles L. Schmit personally came before me this day and acknowledged that he is the President of Riversbend Country Club, Inc., and that he, as President, being authorized to do so, executed the foregoing on behalf of the company. And the said President acknowledged the said writing to be the act and deed of said company.

Witness my hand and notarial stamp or seal, this 12 day of May, 2014.

_____
Notary Public

My commission expires: permanent

[NOTARIAL SEAL]

WILLIAM J. FARRELL NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT A

EAST PROPERTY LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. 6562 recorded in the office of the Register of Deeds for Washington County, Wisconsin, on May 23, 2014 in Volume 50 of Certified Survey Maps, at Page 75 as Document No. 1335986, being a part of the Southwest ¼ of the Southeast ¼ of Section 33, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

EXHIBIT B

WEST PROPERTY LEGAL DESCRIPTION

Lot 2 of Certified Survey Map No. 6562 recorded in the office of the Register of Deeds for Washington County, Wisconsin, on May 23, 2014 in Volume 50 of Certified Survey Maps, at Page 75 as Document No. 1359986, being a part of the Southwest ¼ of the Southeast ¼ of Section 33, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

EXHIBIT C

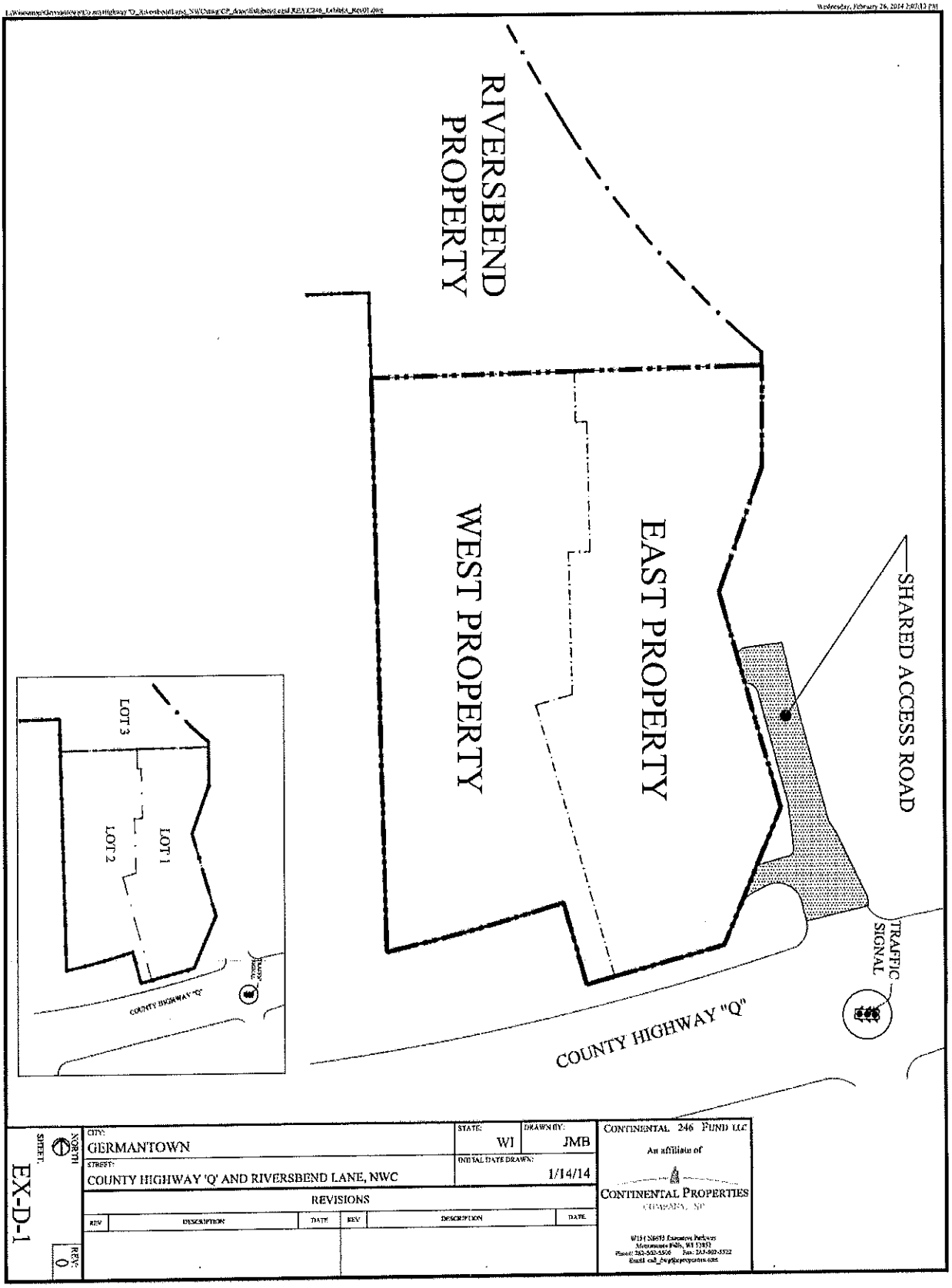
RIVERSBEND PROPERTY LEGAL DESCRIPTION

Lot 3 of Certified Survey Map No. 6562 recorded in the office of the Register of Deeds for Washington County, Wisconsin, on May 23, 2014 in Volume 50 of Certified Survey Maps, at Page 75 as Document No. 1359986, being a part of the Southwest ¼ of the Southeast ¼ of Section 33, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

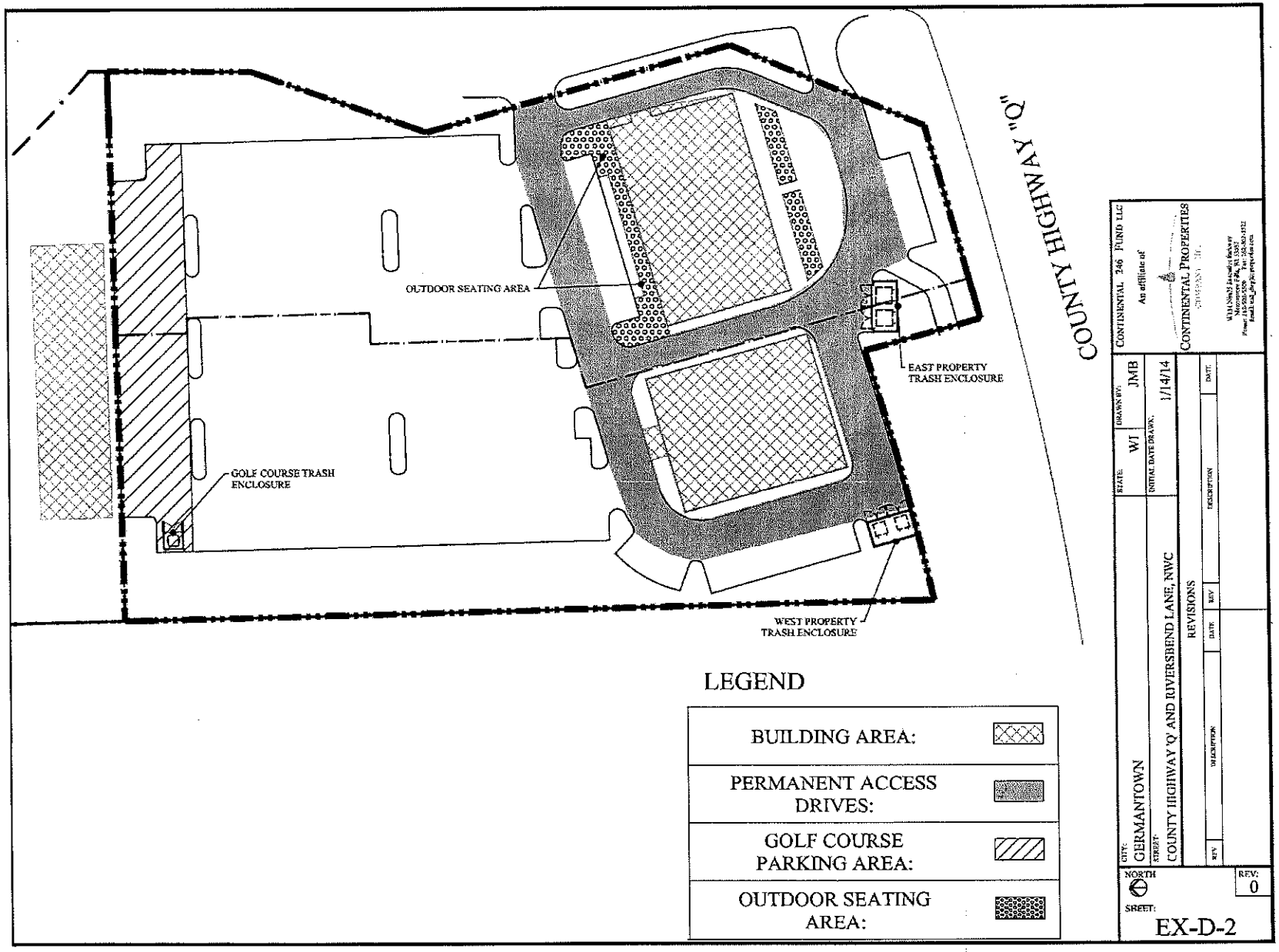
EXHIBIT D

SITE PLAN

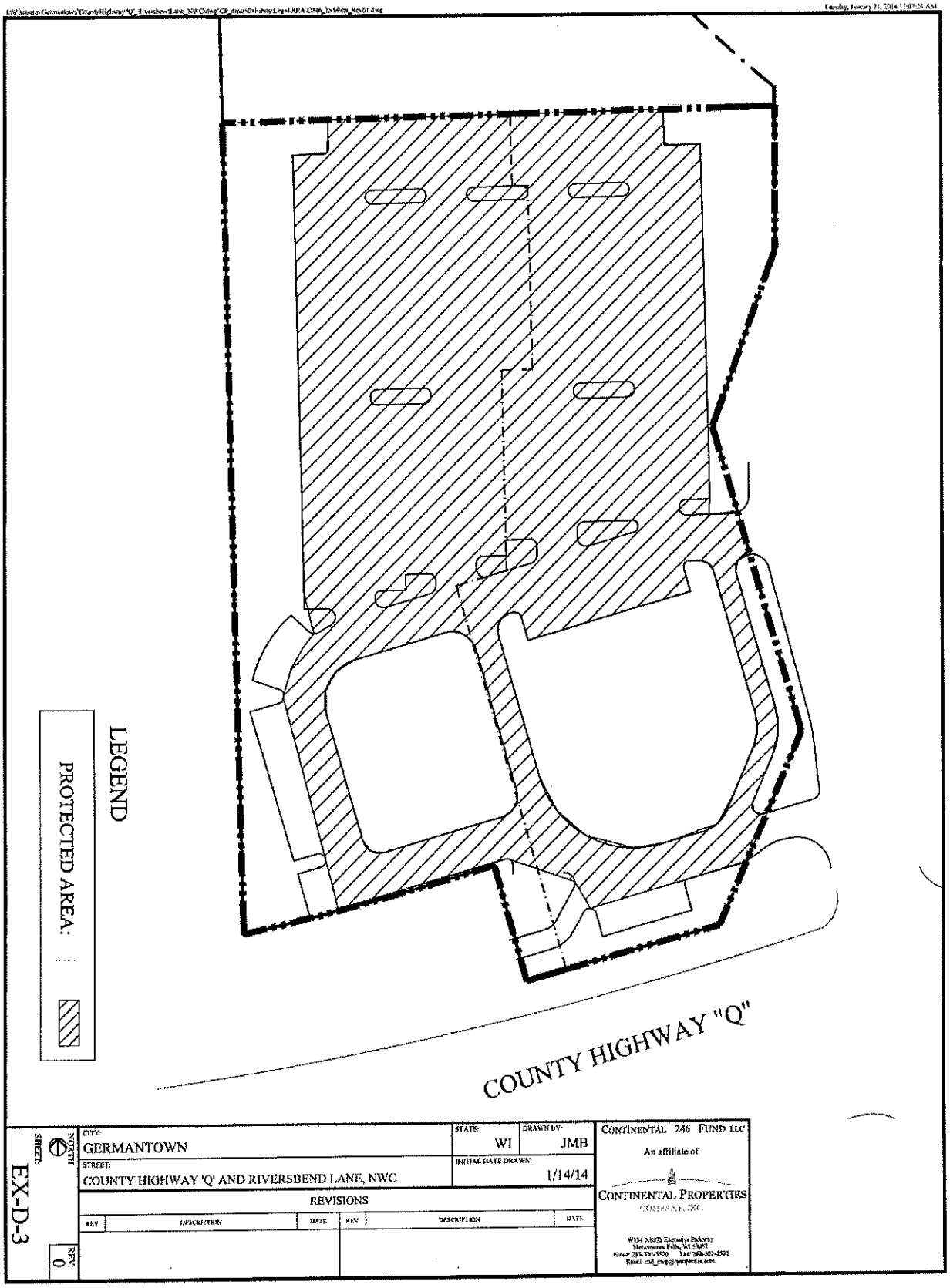
(see attached)


SHARED ACCESS ROAD
TRAFFIC SIGNAL
EAST PROPERTY
WEST PROPERTY
RIVERSBEND PROPERTY
COUNTY HIGHWAY "Q"
LOT 1
LOT 2
LOT 3
COUNTY HIGHWAY "Q"
NORTH
CITY: GERMANTOWN
STATE: WI
DRAWN BY: JMB
STREET: COUNTY HIGHWAY 'Q' AND RIVERSBEND LANE, NWC
INITIAL DATE DRAWN: 1/14/14
REVISIONS
REV DESCRIPTION DATE REV DESCRIPTION DATE
CONTINENTAL 246 FUND LLC
An affiliate of
CONTINENTAL PROPERTIES
SHEET: EX-D-1
REV: 0

9121145v11


COUNTY HIGHWAY "Q"
OUTDOOR SEATING AREA
EAST PROPERTY TRASH ENCLOSURE
GOLF COURSE TRASH ENCLOSURE
WEST PROPERTY TRASH ENCLOSURE
LEGEND
BUILDING AREA:
PERMANENT ACCESS DRIVES:
GOLF COURSE PARKING AREA:
OUTDOOR SEATING AREA:
CONTINENTAL 246 FUND LLC
An affiliate of
CONTINENTAL PROPERTIES
SCALE:
DRAWN BY: JMB
INITIAL DATE DRAWN: 1/14/14
CITY: GERMANTOWN
STREET: COUNTY HIGHWAY 'Q' AND RIVERSBEND LANE, NWC
REVISIONS
REV
DESCRIPTION
DATE
NORTH
REV: 0
SHEET:
EX-D-2

9121145v11


LEGEND
PROTECTED AREA:
COUNTY HIGHWAY "Q"
NORTH
SHEET:
EX-D-3
REV.
0
CITY:
GERMANTOWN
STATE:
WI
DRAWN BY:
JMB
STREET:
COUNTY HIGHWAY 'Q' AND RIVERSBEND LANE, NWC
INITIAL DATE DRAWN:
1/14/14
REVISIONS
REV
DESCRIPTION
DATE
REV
DESCRIPTION
DATE
CONTINENTAL 246 FUND LLC
An affiliate of
CONTINENTAL PROPERTIES
COMPANY, INC.

9121145v11

CITY: GERMANTOWN	STATE: WI	DRAWN BY: JMB	CONTINENTAL 246 FUND LLC An affiliate of CONTINENTAL PROPERTIES
STREET: COUNTY HIGHWAY 'Q' AND RIVERSBEND LANE, NWC	INITIAL DATE DRAWN: 1/14/14		

REVISIONS

REV	DESCRIPTION	DATE	REV	DESCRIPTION	DATE

NORTH

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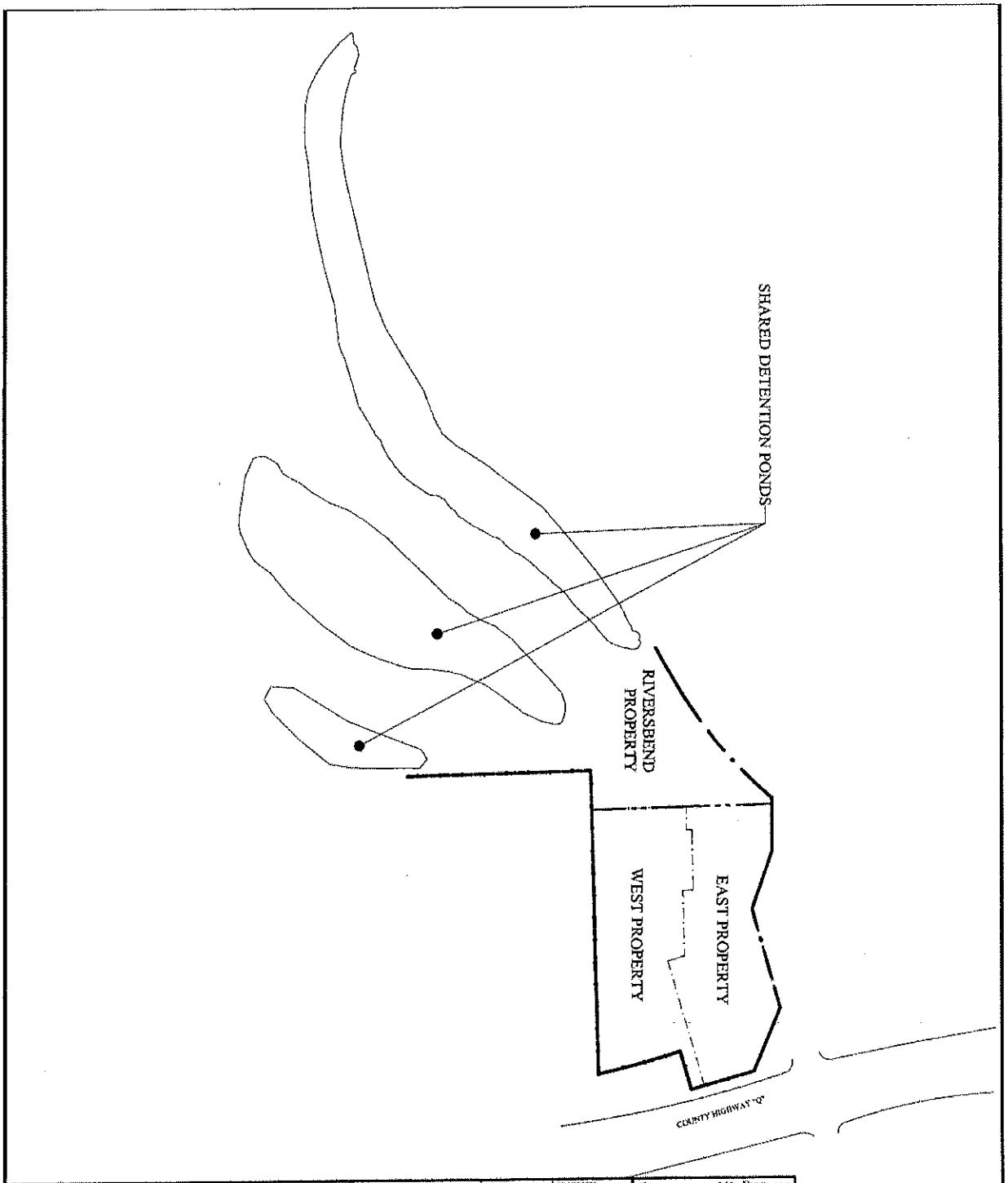
REV: 0

9121145v11



CITY: GERMANTOWN	STATE: WI	DRAWN BY: JMB	CONTINENTAL 246 FUND LLC An affiliate of CONTINENTAL PROPERTIES COMPANY, INC.
STREET: COUNTY HIGHWAY 'Q' AND RIVERSBEND LANE, NWC	INITIAL DATE DRAWN: 1/14/14		
REVISIONS			
REV / DESCRIPTION / DATE	REV / DESCRIPTION / DATE		

SHEET: EX-D-5

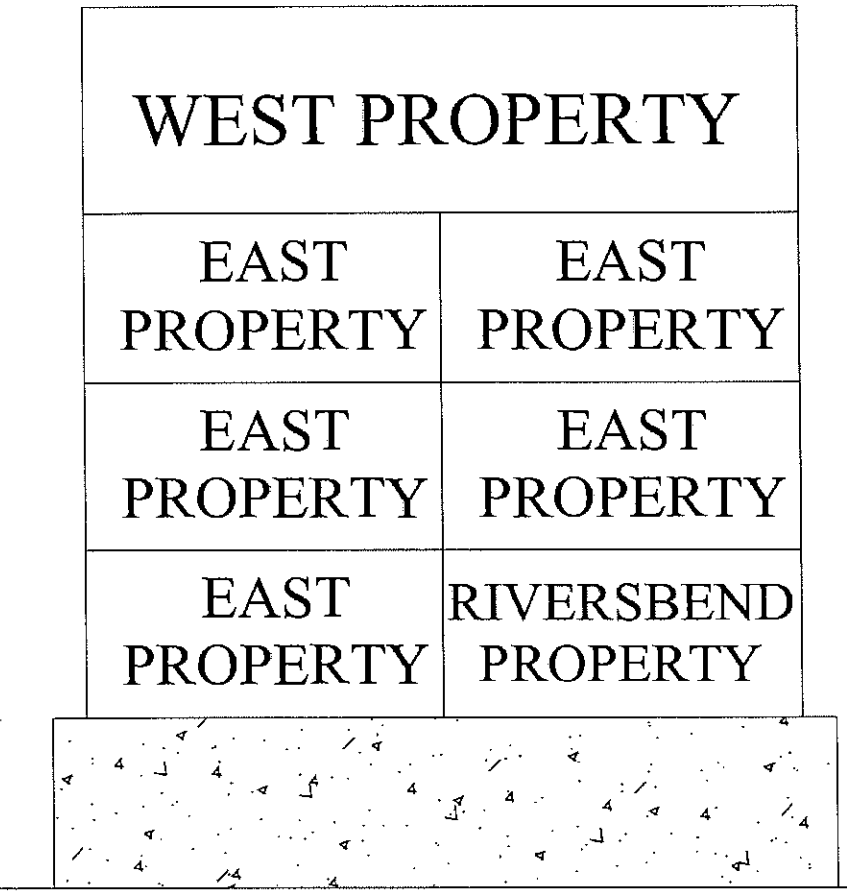
REV: 0

9121145v11

EXHIBIT E

MONUMENT SIGN RENDERING

(see attached)



EAST ELEVATION

CONTINENTAL 246 FUND LLC
An affiliate of
CONTINENTAL PROPERTIES
WISCONSIN, INC.

CITY: GERMANTOWN
STATE: WI
DRAWN BY: JMB
INITIAL DATE DRAWN: 1/22/14
STREET: County Highway 'Q' and Riversbend Lane - NWC

REVISIONS

REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION

NORTH
REV: 0
SHEET: EX - F

9121145v11

EXHIBIT F

Prohibited Uses

(a) Warehouse or storage facility or any assembling, manufacturing, distilling, refining, smelting, agricultural, rendering or mining operation;

(b) "Second-hand" store whose principal business is selling used merchandise, thrift shops, "Salvation Army" type stores, "Goodwill" type stores, and similar businesses; provided, however, the foregoing restriction shall not prohibit the operation of an antique shop or first class resale business such as "Play It Again Sports", "Music Go Round" or quality furniture or clothing consignment store;

(c) Mobile home park, trailer court, labor camp, junk yard, or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance);

(d) Dumping, disposing, incinerating, or reducing of garbage (exclusive of dumpsters for the temporary storage of garbage and any garbage compactors);

(e) Fire, going out of business (except during the thirty (30) day period immediately prior to the date on which such occupant actually goes out of business), relocation, bankruptcy or similar sales unless pursuant to court order;

(f) Central laundry, dry cleaning plant, or laundromat; provided, however, this restriction shall not apply to: (i) any dry cleaning facility providing on-site service oriented to pickup and delivery by the ultimate consumer, including, nominal supporting facilities; or (ii) any dry cleaning facility which performs on-site clothing cleaning for its customers only using (x) a wet cleaner using aqueous non-solvent systems, and/or (y) a dry cleaner using Exxon DF 2000 or PureDry Solvent;

(g) Selling or leasing of new or used automobiles, trucks, trailers, boats or recreational vehicles except the incidental renting of delivery vehicles in connection with the operation of another business such as a home improvement store;

(h) Bowling alley, skating rink, gymnasium, dance hall, discotheque, night club, cabaret, or off-track betting parlor;

(i) Any veterinary hospital or animal raising or boarding facility; provided, however, this prohibition shall not be applicable to pet shops. Notwithstanding the foregoing exception, any veterinary or boarding services provided in connection with the operation of a pet shop shall only be incidental to such operation; the boarding of pets as a separate customer service shall be prohibited; all kennels, runs and pens shall be located inside the building; and the combined incidental veterinary and boarding facilities shall occupy no more than fifteen percent (15%) of the floor area of the pet shop;

(j) Funeral home or mortuary;

(k) Any establishment offering one or more of the following products, services or forms of entertainment whether as its primary business or incidental to another business: (i) the sale or rental of "X" rated motion pictures (in any format), the sale of books, magazines or other print material (or any electronic version thereof) which may not legally be sold to minors or which have as their primary emphasis the depiction of nudity, sexual conduct or other prurient interests including national so-called gentlemen's magazines such as "Playboy" and "Penthouse"; (ii) the offering of adult entertainment involving partial or complete nudity, with or without the sale of alcoholic beverages; (iii) the exhibition of motion pictures (in any format) that exhibit the male or female genitalia, depict sexual acts or present any material considered by the general public to be lewd, lascivious, obscene, pornographic or generally catering to prurient interests; (iv) except in connection with the operation of a licensed prescription pharmacy, the operation of a

business which sells any product generally used for or in connection with the consumption or ingestion of illegal drugs such as bongs, waterpipes, roach clips, coke spoons, hypodermic needles, cigarette papers, or any evolution of such products or any new product, generally used, or considered by the general public or law enforcement officials as being used, primarily for the consumption or ingestion of illegal drugs whether or not such products may also have a legal use or a use unrelated to the consumption or ingestion of illegal drugs; (v) a massage parlor, modeling studio, rap parlor or any similar or other business offering "adult oriented" entertainment or services; (vi) psychic, fortune teller, card reader or similar establishment; (vii) casino, gambling hall, off track betting facility or gambling operation;

(l) Flea market;

(m) Car wash;

(n) Living quarters, sleeping apartments or lodging rooms or residential use of any kind;

(o) Tattoo parlor or body piercing establishment (however, ear piercing as an incidental part of another business shall be permitted);

(p) Church, school, day care center or religious or educational facility, including without limitation, religious reading room, beauty school, barber college or other facility catering primarily to students or trainees rather than customers;

(q) General office facility other than: (i) an incidental office located within a business establishment and used for the purposes of managing the business being operated therein; (ii) offices that provide services directly to consumers, which are customarily found in first class neighborhood shopping centers such as financial institutions, real estate agencies, stock brokerages, title company, escrow offices, travel and insurance agencies, law offices, and medical and dental offices that do not admit patients for overnight stays;

(r) Cinema or movie theater or performing arts theatre;

(s) Amusement arcade or amusement center (which does not apply to ancillary use of video games and electronic amusement devises in connection with operation of a restaurant and/or bar);

(t) Any use involving the sale of gasoline or diesel fuel or other petroleum products, or use as an automobile or truck service station or repair establishment, including tire sale establishments;

(u) Any food depository, food pantry, half-way house, homeless shelter or other similar use;

(v) Any jail, penal, detention or correctional institution;

(w) Gun shop or shooting range;

(x) A facility whose primary business is check cashing or "pay day" loans;

(y) A facility whose primary business is the sale of tobacco and tobacco related products.

EXHIBIT F-1

West Exclusive Use

No (i) a restaurant and/or bar with a sports theme or concept as a "Sports Bar" (defined below) or (ii) a restaurant and/or bar which serves bone-in or boneless chicken wings as a menu item with two or more types of sauces, where sales of the same in the aggregate constitute 7% or more of such operation's food sales on a gross revenue basis (a "**Wings Restaurant**"). A "**Sports Bar**" is defined as a restaurant and/or bar which markets itself for the viewing of sports events, and which has (i) three (3) or more televisions, or (ii) any projection programming or broadcasting, or (iii) any screens that exceed 37" diagonal. Competing businesses prohibited by the foregoing exclusive shall include, without limitation, Champps, Hooters, Wing Stop, Buffalo Wings & Rings, Paradocks East Coast Grille, Raising Cane's, Quaker Steak and Lube, The Green Turtle, Brick House Tavern & Tap, Show Me's, Tilted Kilt Pub & Eatery, Cheddar's Casual Café, East Coast Wings & Grill, BJ's Restaurant, AJ Gators Sports Bar & Grill, Gators Sports Bar & Grill, and Brewhouse, Hurricane Grill and Wings.

BUSINESS OF THE GERMANTOWN VILLAGE BOARD

MEETING DATE: February 7, 2022

PLACEMENT: New Business

ITEM TITLE: Employee Manual Updates

SUBMITTED BY: Erin M. Hirn, Support Services Manager

SUMMARY EXPLANATION:

After further conversation with the library director and staff and further review of the content as well as approval from the Library Board on library specific changes, the following changes are requested:

1. To change the definition of regular part-time employees from 30+ hours to 24+ hours and add limited part-time employees to account for the employees who work under 24 hours a week, but are not seasonal or temporary. This will be better correlated with the benefits and all other references to regular part time employees.

   Current Request:
   Regular Part-Time Employee
   A regular part-time employee is an employee who is designated by the Board as a regular parttime employee and works a regular schedule and is expected to normally work less than forty hours per workweek, but greater than thirty hours a week to be eligible for Village Health Insurance benefits. A regular part-time employee may be exempt or non-exempt. A regular parttime employee does not receive benefits of the employer unless specifically identified in the employer's policies or as required by law.

   Changed Request:

   Regular Part-Time Employee
   A regular part-time employee is an employee who is designated by the Board as a regular part-time employee and works a regular schedule and is expected to normally work less than forty hours per work week, but greater than twenty-four hours a week and is eligible for Village Benefits. A regular part-time employee may be exempt or non-exempt. A regular part-time employee does not receive benefits of the employer unless specifically identified in the employer's policies or as required by law.

   Limited Part-Time Employee
   A limited part-time employee is an employee who is designated by the Board as a limited part-time employee and works less than twenty-four hours per work week. A limited part-time employee does not receive benefits of the employer unless specifically identified in the employer's policies or as required by law.

2. According to our Flex Spending group, the affordable care act has made changes to the flexible spending program so that it can only offered to employees that are eligible for the group health plan. Therefore, we need to change from just saying part-time to those working over 30 hours.

   Changed Request:

   SECTION 125 PLAN

   This Plan, also known as a flexible spending plan, is available for employees to use pre-tax dollars to pay certain benefit expenses. Qualifying benefit expenses include:

   - *Medical, dental and vision care*
   - *Health related supplies and services not covered by insurance*
   - *Daycare for a qualified dependent child or disabled spouse*

   All full-time and regular part time employees who work 30 hours or more are eligible. The Village reserves the right to amend, discontinue, or otherwise terminate the Section 125 Plan offered at the Village's sole discretion and with or without notice to the extent permitted by law and to the extent permitted by the applicable plan provider(s). See the Administration Department for moreinformation.

3. The library needs to change the "capped" date for part-time vacation accrual to those hired after January 1, 2016 instead of after January 2021.

   Current Request:
   Part-time employees who work more than 24 hours per week, or at least 1248 hours per year are eligible for vacation on a pro-rated basis starting and capped at (2) two weeks for all employees hired after January 2021.

   (The intention is those that have already reached 7 years of service and have qualified for 15 days would not be capped and would continue to qualify for increased vacation time as their years of service increase. All other qualified part-time staff would now receive vacation and be capped at two weeks.)

4. This portion had been misplaced in the manual and the request is to go back to the original shown below.

   Misplaced verbiage: Vacation time may be carried over into a new year, but once and employee's vacation time balance reaches eight weeks (40 days), the employee will no longer accumulate additional vacation time until the balance falls below the limit.

   Original verbiage: Vacation time must be taken in the year in the calendar year in which it is allotted. However, up to five (5) days of vacation may be carried over.

5. Replace the text referring to the Germantown Community Library holidays to the following:

"The Germantown Community Library Board will determine annually the library closed dates and will attempt to align with the Village paid holidays, including Floating holidays. If the library is open on a Village defined holiday or observed holiday, the eligible library employee will receive a floating holiday as a replacement. Those days shall be scheduled at the discretion and with the approval of the Library Director, taking into account the staffing needs of the department. The floating paid holiday must be taken in the same calendar year in which it is earned.

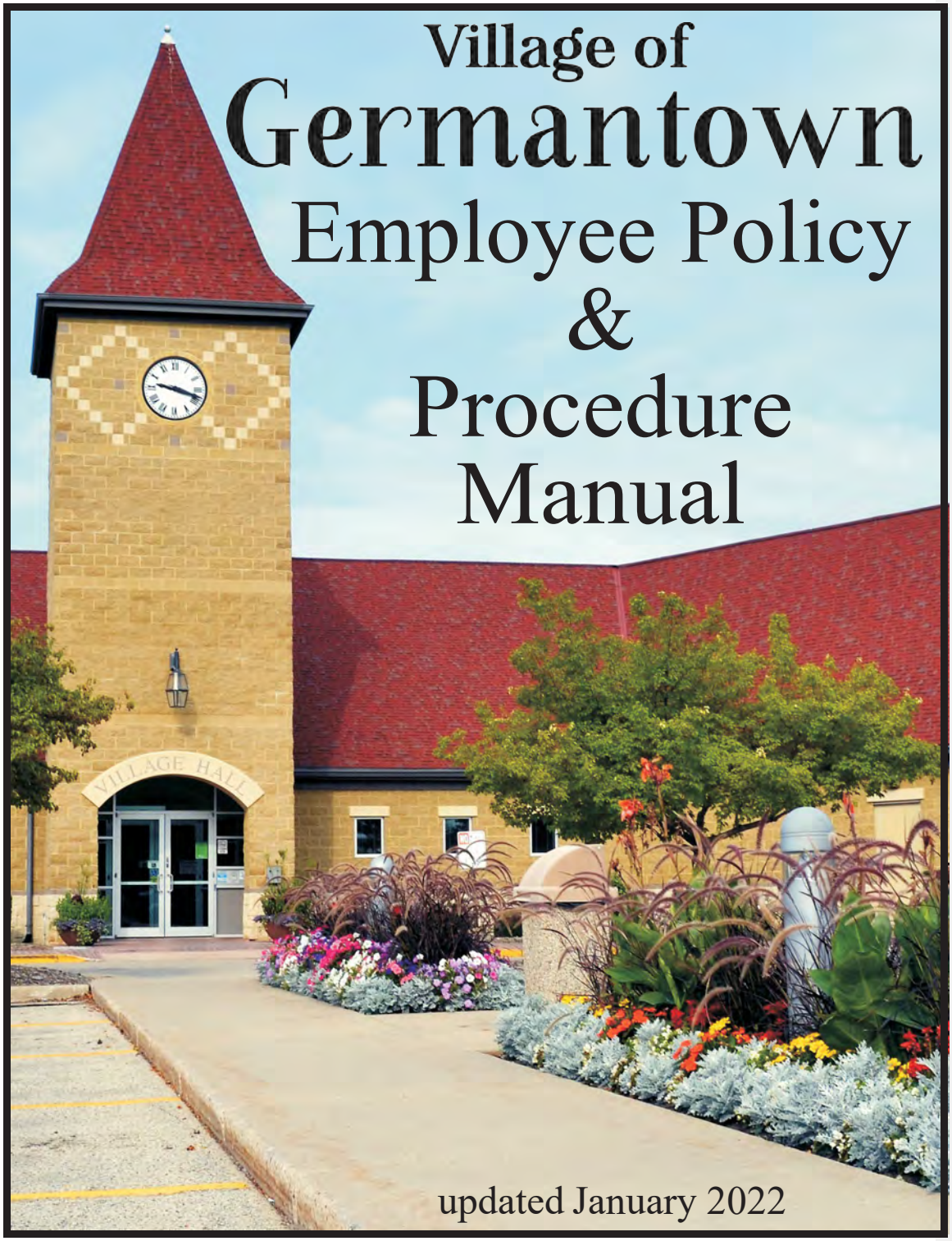
Current language:

The Germantown Community Library shall be closed in observation of the following holidays:

1) New Years Day
2)Friday Before Easter
3) Memorial Day
4) 4th of July
5) Labor Day
6) Thanksgiving Day
7) Christmas Eve Day
8) Christmas Day
9) New Years Eve Day

Eligible library employees shall receive as paid holidays those days which are allowed by the Village unless otherwise noted and approved by the Library Board, plus (2) Floating Holiday.

In the event that a holiday falls on a weekend, regular full-time and eligible part-time administrative library employees may receive a floating paid holiday day for each weekend day on which a paid holiday falls. Those days shall be scheduled at the discretion and with the approval of the Library Director, taking into account the staffing needs of the department. The floating paid holiday must be taken in the same calendar year in which it is earned.



Village of Germantown

Employee Policy & Procedure Manual

updated January 2022

VILLAGE OF GERMANTOWN
EMPLOYEE POLICY & PROCEDURES MANUAL

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VILLAGE OF GERMANTOWN

EMPLOYEE POLICY & PROCEDURES MANUAL

INTRODUCTION

PURPOSE

This Policy sets forth employment policy guidelines, rules of conduct and guidance regarding general expectations of professional behavior and conduct which employees of the Village of Germantown are expected to follow. This Employment Policy Manual informs employees about what the employer may generally expect from the employees so as to guide the employees in their professional duties and in fulfilling their responsibilities as public servants. None of the statements or policies outlined in this manual are meant to create any contract of employment, nor do they imply that the employer is guaranteeing employment for any person or changing the at-will employment relationship in any manner. This manual is not nor is it intended to be construed as an employment contract or to guarantee any rights to employees.

To the extent this manual conflicts with specific language in applicable collective bargaining agreements covering certain personnel, the specific language of the collective bargaining agreement shall have control over the language of the manual when required. Additionally, any wages, hours and working conditions referenced in this manual that are subject to the mandatory duty to bargain are not binding on those parties unless permitted by the collective bargaining agreement or upon fulfillment of the duty to bargain between the Union and Village or upon waiver.

Final interpretation and implementation of any of the policies or rules in this manual are vested solely with the Village Board through the Administrator. The Policies are subject to change at any time by the employer and will be reviewed and revised periodically.

The contents of this manual are not to be used as a substitute for any controlling ordinance, resolution, regulation, state or federal statute, code or regulation, common law or other legally binding authority and which are updated from time to time and are controlling.

COMPLIANCE WITH POLICIES, RULES AND EXPECTATIONS OF CONDUCT

The Village of Germantown has established these policies and its rules of conduct in furtherance of the effective operation of the Village and to provide high quality service to all Germantown citizens, those persons interacting with the Village, and visitors. The Village of Germantown expects all employees to demonstrate professional, competent and reasonable behavior, and to continually serve as positive examples of the high-quality personnel affiliated with this organization and consistent with the high expectations of the public.

Compliance with the policies, rules and general expectations of conduct is of paramount importance in order to fulfill these objectives and for the employee to have a successful career with the Village of Germantown. Failure to comply with these policies, rules and general expectations of conduct can undermine these objectives, and the trust and confidence that the public, businesses, employees and officers of the Village must have in that employee.

The Village treats all violations of these policies, rules and general expectations very seriously and any violation of such can subject an employee to discipline, up to and including discharge.

CHAIN OF COMMAND

Operation of any government agency depends on an effective chain of command. The ultimate decision concerning policy in the Village resides by law with the Board under the leadership of the Administrator and Village Board President. The Administrator, as the chief administrative officer of the Village, is the primary professional advisor to the Board and head of the management team. Department Directors of the Village are part of the management team, and the Directors report to the Administrator. Supervisors subordinate to the Directors are also members of the management team. This management team concept is the process by which a recommendation for Board action is developed and the decision implemented. This system represents a means of establishing orderly lines of organization and communication as management personnel unite with the Board to promote effective services for the community.

The Administrator is responsible for the development, supervision, and operation of the Village and its personnel and facilities. Employees have the obligation to further the professional advisement of the Board through the chain of command. The Administrator is given the latitude to determine the best method of implementing the policy decisions of the Board.

All staff members and supervisors shall be responsible to the Village Board and the Board President through the Village Administrator. Each shall refer matters requiring administrative attention to his or her supervisor, who shall refer such matters to the next higher authority, when necessary, and through the Administrator to the Board or Board President. Each employee is to keep the person that the employee reports to informed of the employee's activities by whatever means the supervisor deems appropriate. If an employee has any questions, opinions or suggestions about the information contained in this manual or about any other aspect of his or her job, then those questions, opinions or suggestions must be directed through the chain of command.

The Administrator and those department leaders, supervisors, and employees directed by the Administrator shall attend all meetings, when feasible. Administrative participation shall be by professional counsel, guidance, and recommendation as distinct from deliberation, debate, and voting of Board members.

It will be up to the employee's supervisor to assign duties to the employee. Generally, if an employee has a problem with an individual, then the employee is encouraged to approach that person first and attempt to resolve the conflict. If that does not resolve the problem, then the employee must address the problem through the employee's immediate supervisor and onward through the chain of command. In some cases, the employee's supervisor may decide to refer the problem through the chain of command where it can be addressed by another supervisor or the Village Administrator. If an employee feels harassed by another person, then the employee is directed to follow the harassment reporting policy in this manual.

DISABILITY ACCOMMODATION

The Village of Germantown prohibits discrimination on the basis of disability. The Village is committed to providing equal employment opportunities to otherwise qualified individuals with known disabilities, which may include providing reasonable accommodation in those situations where a disabling condition prevents an employee from performing the essential functions of his or her position, as long as such assistance does not cause a hardship for the Village or create a direct threat to the employee's safety or that of others. All accommodation decisions are made on a case-by-case basis, taking into account the qualifications and the particular circumstances of the individual in relation to job-related criteria, as well as the Village's resources.

It is an employee's responsibility to notify Support Services of the need for accommodation. Upon doing so, the employee may be asked for his or her input regarding the employee's functional limitations and the type of accommodation the employee believes may be necessary to enable him or her to perform the essential functions of the job. If an employee will be seeking extended leave upon expiration of FMLA leave, the employee should make such a request as soon as he or she becomes aware of the need for extended leave. Accommodation requests will need to be supported by medical certification provided to Support Services. If the request is for extended leave, the medical information must be provided on or before the date the extended leave is requested. Also, when appropriate, the Village may require the employee requesting accommodation to provide additional medical certification related to the employee's condition or to give his or her permission to obtain additional information from the employee's physician or other medical or rehabilitation professionals.

After it has been provided all necessary information, the Village will work with the employee to determine if it can provide to the employee a reasonable accommodation that will be effective in allowing the employee to perform the essential functions of or to return to the employee's job if the employee has been on a medical absence. All medical information regarding the employee's condition will be maintained in a separate, confidential folder and will, to the extent possible, be kept confidential and be revealed only to those persons the Village has determined have need to know the information.

ETHICS CODE

The Village employees and officials are subject to the Code of Ethics set out in the Village Code. Part of that Code follows here as a reference. The full Ethics Code, including information about the Ethics Board, can be found in Municipal Ordinances 1.064-1.066.
1.064 - CODE OF ETHICS. (Cr. Ord. #16-91; Rep. & Recr. Ord. #8-93)

(1) DECLARATION OF POLICY**.** The proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a Code of Ethics for all Village officials and employees, whether elected or appointed, paid or unpaid, including members of boards, committees and commissions of the Village. The purpose of this code is to establish guidelines for ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interests of the Village and by directing disclosure by such officials and employees of private financial or other interests in matters affecting the Village. The provisions and purpose of this code and such rules and regulations, as may be established, are hereby declared to be in the best interests of the Village.

(2) RESPONSIBILITY OF PUBLIC OFFICE**.** Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of this State and to carry out impartially the laws of the nation, State and municipality and to observe in their official acts the highest standards of integrity and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their prime concern. Their conduct in their official affairs must be and in their private affairs should be above reproach so as to foster respect for all government.

(3) DEDICATED SERVICE**.** All officials and employees of the Village are expected to give support to official actions and programs of the Village. Appointive officials and employees shall adhere to the rules of work and performance established as the standard for their positions by the appropriate authority as set forth in the Village Code. Officials and employees shall not exceed their authority or breach the law or ask others to do so, and they shall work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.

(4) FAIR AND EQUAL TREATMENT**.**

(a) Use of Public Property. No official or employee shall request or permit the use of Village-owned vehicles, equipment, materials or property for personal convenience or profit.

(b) Obligations to Citizens. No official or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

(5) CONFLICT OF INTEREST**.**

(a) Definitions.

1. *Financial Interest.* Any interest which shall yield directly or indirectly, a monetary or other material benefit to the official or employee or to any person employing or retaining the services of the official or employee.
2. *Personal Interest.* Any interest arising from blood or marriage relationships or from close business or political associations, whether or not any financial interest is involved.
3. *Person.* Any person, corporation, partnership or joint venture.
4. *Anything of Value.* Any money or property, favor, service, payment, advance forbearance, loan or promise of future employment for himself or for his immediate family.
5. *Immediate Family.*
   a. A person's spouse.
   b. An individual's relative by marriage, lineal descent or adoption who receives, directly or indirectly, more than ½ of his support from the individual or from whom the individual receives, directly or indirectly, more than ½ of his support.

(b) Financial and Personal Interest Prohibited. No official or employee, whether paid or unpaid, shall engage in any business or transaction or shall act in regard to financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his official duties in the public interest contrary to the provisions of this section or would tend to impair his independence of judgment or action in the performance of his official duties.

(c) Specific Conflicts Enumerated.

1. *Incompatible Employment.* No official or employee shall engage in or accept private employment or render service for private interest when such employment or service is inconsistent or in conflict with the proper discharge of his official duties or would tend to impair his independence of judgment or action in the performance of his official duties unless otherwise permitted by law and unless disclosures are made as hereinafter provided.
2. *Disclosure of Confidential Information.* No official or employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the Village nor shall such information be used to advance financial or other private interests.

3. *Solicitation or Acceptance Prohibited.*
   a. No official or employee shall solicit nor accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the official's or employee's vote, official action or judgment, or could reasonably be considered as a reward for any official action or inaction on the part of the official or employee. Campaign contributions which are permitted and reported under Ch. 11, Wis. Stats., may be accepted.
   b. No official or employee, or member of the official's or employee's immediate family, shall accept hospitality if, after consideration of the surrounding circumstances, it could reasonably be expected to influence the official's or employee's vote, official action or judgment. An official or employee should discourage any member of his immediate family from accepting hospitality under such circumstances. Participation in ground breakings, celebrations, grand openings, open houses, informational meetings, voter forums and similar events are excluded from this prohibition.
4. *Representing Private, Personal or Financial Interests Before Village Agencies or Courts.* (Rep. & Recr. Ord. #21-93) No elected official, as defined in section 1.01 of this chapter, nor appointed official, as defined in section 1.02 of this chapter, nor employed official, as defined in section 1.03 of this chapter, shall appear on behalf of any private person other than himself, his spouse or minor children before any agency, board, commission, committee, council or department of the Village or before any court involving a case in which the Village has an interest. However, a Trustee may appear before Village agencies on behalf of the Trustee's constituents in the course of the Trustee's duties as a representative of the electorate or in the performance of public and civic obligations.

(6) DISCLOSURE OF INTEREST IN LEGISLATION**.**
   (a) Any member of the Village Board who has a financial interest or personal interest in any proposed legislation before the Village Board shall disclose on the record of the Board the nature and extent of such interest.
   (b) Any other official or employee who has a financial interest or personal interest in any proposed legislative action of the Village Board or any board, commission or committee upon which the official or employee has any influence or input or of which the official or employee is a member that is to make a recommendation or decision upon any item which is the subject of the proposed legislative action shall disclose on the records of the Village Board or the appropriate board, commission or committee the nature and extent of such interest.

(7) STATUTORY STANDARDS OF CONDUCT**.** There are certain provisions of the Wisconsin Statutes which, while not set forth herein, are considered an integral part of any code of ethics. Accordingly, the provisions of the following sections of the statutes, as from time to time amended, are made a part of this Code of Ethics and shall apply to public officials and employees whenever applicable, to wit:
   (a) §946.10 Bribery of Public Officers and Employees
   (b) §946.11 Special Privileges from Public Utilities
   (c) §946.12 Misconduct in Public Office
   (d) §946.13 Private Interest in Public Contract Prohibited

HIRING OF RELATIVES. (CR. ORD. #9-01)

(1) This section governs the hiring, classification, compensation, retention, supervision, management, termination or discipline of individuals who may apply for or be engaged in full-time or part-time work as Village employees and who are members of the immediate family of Village employees or elected or appointed officials. "Immediate family" includes an employee's or official's spouse, and the employee's or official's children, parents, siblings and their spouses.

(2) No Village official, whether appointed or elected, or employee shall make, take part in, recommend or attempt to influence any decision or action with regard to the hiring, classification, compensation, retention, supervision, management, termination or discipline of a member of the employee's immediate family.

(3) Village officials and employees are required to comply with §19.59, Wis. Stats.: "No local public official may use his or her public position or office to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family or organization with which he or she is associated."

(4) This section does not apply to nonelected officials who are asked to accept appointment as members of a Village board, commission or committee.

(5) The Village Administrator may waive this section whenever its literal application would be adverse to the Village's best interest or would work an unreasonable hardship on the employee. If this section is waived, the Village Administrator shall do so by setting forth in writing, as a matter of public record, an explanation of his or her finding that the waiver is in the Village's interest.

(6) Nothing in this section prohibits a Village official, whether elected or appointed, or employee from making decisions or taking actions concerning salaries, salary-related benefits or reimbursement of actual and necessary expenses for officials or employees as a class, category, bargaining unit or other collective group, in circumstances wherein the decision or the action does not result in preferential or favored treatment of a member of the employee's immediate family.

PRE-EMPLOYMENT/EMPLOYMENT POLICIES AND PROCEDURES

EQUAL EMPLOYMENT OPPORTUNITIES

The Village of Germantown is an equal employment opportunity employer. Employment decisions are based on merit and business needs. The Village carefully selects its employees and employs people who are concerned with the success of the Village. people who care first about the highest quality public service and the interests of the public, people who can carry on their work with skill and ability; and people who can work well with our team.

It is the Village's policy to seek and employ the best quality and qualified personnel in all positions, to provide equal opportunity for advancement to all employees, including upgrading, promotion and training, and to administer these activities in a manner which will not discriminate against or give preference to any person because of race, color, religion, age, sex, national origin, handicap, genetic information, ancestry, sexual orientation, marital status, arrest or conviction record, or any other basis protected by state of federal law. All employees are required to provide proof of identity and authorization to work in the United States. It is the policy of the Village to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA) and other laws. The Village will make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on the Village.

The Village of Germantown is further committed to providing a work environment in which employees are treated with courtesy, respect and dignity. As part of this commitment, the Village will not tolerate any form of harassment, verbal or physical, with regard to an individual's race, sex, national origin or any other protected characteristics. Therefore, all employees are encouraged to bring any concern or complaints in this regard to the attention of management through the chain of command or through the reporting procedures in specific policies. All complaints of sexual harassment, or harassment of any kind, will be investigated promptly and, where necessary, immediate and appropriate action will be taken to stop and remedy any such conduct.

All employees share in the responsibility for assuring that the policies are effective and apply uniformly to everyone. Any employees, including managers, involved in discriminatory practices will be subject to corrective actions up to and including termination.

Equal employment opportunity notices are posted near employee gathering places as required by law. These notices summarize the rights of employees to equal opportunity in employment and list the names and addresses of the various government agencies that may be contacted in the event any person believes he or she has been discriminated against.

GENERAL HIRING PROCESS FOR NON-REPRESENTED POSITIONS

This General Hiring Process for Non-Represented and Represented Public Works Positions applies as a guideline for the hiring of those employees of the Village of Germantown. The processes outlined herein are subject to modification or temporary discontinuance in the discretion of the Village Administrator or the Village Board or applicable Committee. While the Police Department, Fire Department, and Library may utilize some or all of these procedures, their hiring process and guidelines are governed by separate policy documents or processes subject to approval by the governing authority of the Village Board, the Police and Fire Commission, or Library Board.

1. When a position becomes vacant (or notice of vacancy is given), the Department Head reviews and updates the job description along with department needs. If the Department Head determines that the position is still needed and no changes are required for the job description, then the Department Head submits a written request using the Job Requisition Form to Administrative Staff for review. Some requisitions, including Department Heads and non-budgeted positions, may also require review by the committee of jurisdiction or the Village Board. In the event the job description must be updated, then the Department Head, in conjunction with Administrative Staff, is responsible for developing an approved job description before advertising for the position.
2. Approval for filling a position will be based on several factors including department budget, department needs, overall Village budget position, staffing needs, and costs. Positions will not automatically be filled as soon as vacancy occurs.
3. Once approvals are received from the Administrator (and committees, if applicable) the department head and Administrator will determine if the position will be filled through an internal promotion or transfer or through an external recruitment. If the position is filled through an internal promotion or transfer, the Department Head and Administrator will determine if a competitive process will be used to consider multiple internal candidates or if an employee who is uniquely qualified will be promoted or transferred.
4. In the case of an external recruitment, the Administrator will approve the process for recruitment, including whether the position will be advertised for solicitation of applicants or whether an individual candidate or candidates will be targeted.
5. If an external job posting is used, then the job posting ad should be posted in multiple sources, which will be determined by the position's needs. Job will be posted by Administrative Staff with all job application materials, questions, and resumes being submitted to Administrative Staff. Suggestions for posting would include:
    a. Local newspaper
    b. Trade Association websites
    c. League of WI Municipalities website
    d. Job listing websites
    e. Recruiters (only in unusual circumstances)
    f. Village website
    g. Village social media
6. Application materials will be gathered and assessed by Administrative Staff using pre-determined criteria, as established by the job description.
7. When the application deadline closes, and/or the pre-determined first review date occurs, the applications will be presented in their assigned categories to the Department Head for review and comment. At that time, the Department Head or their designee will contact applicants to schedule interviews. Ideally, 3-5 candidates should be interviewed for each open position.
8. Interview panels should normally be used to evaluate and rank candidates. Interview panels should be standardized as much as possible. In general:
    a. Non-supervisory positions may require a panel of 1-3 people, with the Department Head serving as part of the panel. Additional interviewers may include Administrative Staff, other Department Heads and front-line personnel. One interview should be sufficient for most of these types of positions. For technical positions, outside experts may be asked to assist in the interview process.
    b. Higher skill positions or those with supervisory responsibilities should be interviewed by a panel of 3 (including the Department Head, Administrator, other

Department Heads, or front-line staff). A second interview round may be scheduled, including with a different mix of interviewers when needed, as determined by the Administrator.

c. Department Head positions will require at least two rounds of interviews. The first interview will be with the Administrator and *at least* two Department Heads or Village personnel chosen at the discretion of the Administrator. The second interview will be either with the committee of jurisdiction or the entire Village Board.

9. Interview questions and panel assignments will be made in advance of the interview process. It is imperative that these decisions are not made based on the applicant's identity in order to avoid appearance of favoritism. All interviewers should stay on script as much as possible to avoid unintentional but inappropriate (or illegal) comments and questions. These scripts will be developed by Administrative Staff in collaboration with the Department Head prior to their use. Interviewers should take notes as needed on forms provided by Administrative Staff for scoring. These notes are not part of any permanent record unless otherwise designated by the Administrator or the Administrator's designee.
10. After each interview, interviewers should review their notes and preliminarily score the candidate prior to interviewing the next person, when possible. At the end of each interviewing block, each interviewer should review his or her notes and preliminary scores and finalize the interviewer's scores. The panel should then discuss all the candidates and attempt to determine which candidate(s) should either move forward in the hiring process.
11. After the panel has ranked candidates, the Department Head should select a candidate to move forward in the hiring process.
12. The candidate will move forward through the process, completing any required pre-employment examinations including the background check, drug testing, and medical examinations.
13. Prior to issuing a conditional offer of employment, the Department Head and the Administrator should discuss salary options, if the candidate will not be offered the entry level of the salary range. The salary range for each position will already have been determined, but because some candidates may have higher skill levels than others, not everyone will begin at the bottom of the salary range. This should be approved by the Administrator prior to making a conditional offer to the applicant.
14. The Department Head and Administrator may issue notice to the selected candidate that the candidate is to move forward in the hiring process to the background check and other nonmedical testing phase and, if satisfactorily completed, the candidate will likely be issued a formal conditional offer of employment prior to taking any medical examinations (or to have all medical examinations taken and reviewed only after completion of all nonmedical testing).
15. When a formal conditional offer is to be issued, either the Department Head or Administrative Staff will call and make the offer to the designated candidate. Once the applicant agrees to the offer, an official offer letter should be created that includes terms of employment and mailed (and emailed) to the candidate. They should then sign and return the letter to the Village. This signed letter will be put in the employee file, along with application materials and/or resumes.

16. When all interviews are complete, and a formal conditional offer has been made and accepted, each applicant should be notified that the position has been filled. In general, those who did not receive an interview can be notified by email; those who interviewed should receive an email and phone call, if possible. Timing of the rejection letters may vary, depending on process.

PROCEDURES FOR CONDUCTING BACKGROUND CHECKS FOR POTENTIAL AND CURRENT VILLAGE EMPLOYEES

The procedures outlined below determine the process for conducting background checks for employees and external hires under the jurisdiction of the Village Administrator and Germantown Village Board.

GENERAL BACKGROUND CHECK INFORMATION

According to Municipal Code 2.12, “The Village Board shall have the authority to authorize background investigations of applicants for employment with the Village to ascertain an applicant's suitability for employment, and may authorize the appropriate agency, department or committee to conduct such investigation. This investigation may include, but is not limited to, the review of personnel and employment references, criminal history concerning pending charges and conviction record, credit check, fingerprint records, psychological evaluation, drug screening and medical examination. For the purposes of this section, the term "employee" may include persons acting as volunteer representatives or agents of the Village. This policy provides a framework for the process and procedures of such background investigations. The law allows for multiple methods of investigation. For all non-Public Safety employees and Library employees, the background investigation for an applicant will include a criminal check, a driving record check, a reference check, and verification of required credentials. The Village may also conduct drug screening and preemployment medical examinations.

CRIMINAL RECORD CHECK

The procedures contained herein determine the process for conducting criminal background checks for all positions under the jurisdiction of the Administrator and Germantown Village Board.

Pursuant to the Wisconsin Fair Employment Act (WFEA), Section 111.321, no person may be disqualified from employment with the Village solely, or in part, because of a prior conviction of a crime or crimes unless the crime or crimes for which the individual was convicted substantially relate to the position of employment sought.

The general background check procedures as established here do not apply to:

- Positions in the Village Police Department;
- Positions governed by the Wisconsin Caregiver Program;
- Positions in the Village Fire Department.
- Positions in the Park & Recreation Department

Procedures for Criminal Background Checks for these positions are established elsewhere. Park & Recreation Department procedures are outlined below.

JOB ANNOUNCEMENT BACKGROUND CHECK NOTICE

Every applicant applying for a position requiring a background check must contain an Authorization for Release of Information which informs candidates of the potential scope of the background check. The failure of an applicant to authorize the background check will disqualify the applicant from further consideration. The failure of a job announcement to include a notice of a background check shall not preclude the Village from conducting these checks.

RESPONSIBILITIES FOR CONDUCTING BACKGROUND CHECKS

Because there are multiple components of the full pre-employment background check, different employees have responsibilities under this policy. The Village will rely on the servicesof the Village of Germantown Police Department and the State of Wisconsin Department of Justice and the Department of Transportation or other qualified service providers in conductingand completing criminal background checks and driving record checks. The Village contracts with an outside provider to perform drug tests and medical exams.

Village Administrative Staff will have access to the results of these pre-employment checks including criminal record check information. Administrative Staff will inform the Department Head whether a candidate passes or fails the background check, the criminal background check, reference check, medical exam, or drug test. Specific information obtained during this process will remain within control of the Administration Office and is generally treated as confidential unless otherwise designated by the Administrator.

REQUIREMENTS FOR A BACKGROUND CHECK

A. Criminal Checks

1. **Criteria**: It is Village Policy to conduct a background check, including a criminal record check, on all applicants for employment. In addition, the Park & Recreation Department, as established in Section VII, will conduct annual background checks on all employees and coach volunteers.
2. **Timing:** The criminal background check may be completed at any of the following stages of the selection process in accordance with the Wisconsin Fair Employment Act:
   a) When an applicant has submitted an application for employment; or
   b) When an applicant has been selected for an interview, or
   c) When finalists are determined, or
   d) When a final candidate to whom a nonconditional offer of employment or promotion is expected to be made, including offers of temporary employment, or
   e) When an employee is considered for transfer or promotion to a position or reassignment to duties that require a criminal background check.
   f) Before contract personnel or volunteers begin providing services to the Village and before being granted access to Village property, equipment, computer systems, etc.
3. **Frequency:** Criminal background checks for current employees shall be conducted when determined by Village Administrator and generally not more often than once every 12 months. Employees being considered for a transfer, reassignment, new detail, or promotion, who have successfully completed a criminal background check, may be required to complete a second criminal background check in the following 12 months.

4. **Expenses:** The department requesting the background check bears all costs related to the criminal background check.
5. **Consent Form:** Prior to conducting the criminal background check, the Village will ensure that the hiring authority/Department Head requires applicants to complete and return the *Authorization for Release of Information* form.
6. **Conditional Job Offer:** A *conditional* job offer can be made after completion of the criminal background check and all other nonmedical testing. Where a criminal background check is required, the candidate may not begin work, be detailed, transferred or promoted to another position until the background check process has been completed. If a pre-employment medical examination is required, all criminal background checks must be completed prior to the conditional job offer. The definition of medical examination includes a pre- employment alcohol test and pre-employment physical or psychological medical examination.
7. **Process:** Upon completion of the *Authorization for Release of Information* form, Village Administrative Staff will direct the Village Police Department or the Department of Justice to conduct a criminal history check for crimes that are substantively related to the position being offered.
8. **Relation of Conviction or Pending Charges to Position:** Upon receipt of the candidate's criminal conviction history, Village Administrative Staff shall determine the relation of the conviction or pending criminal charges to the position sought. No person shall be disqualified from employment with the Village solely or in part because of a prior conviction of a crime or pending criminal charges, unless the crime or charges substantially relate to the position of employment sought. In determining if a conviction directly relates to the position of employment sought Village Administrative Staff shall consider the:
   a) Nature and seriousness of the crime or crimes for which the individual was convicted;
   b) Relationship of the crime or crimes to the purposes of regulating the position of public employment sought;
   c) Relationship of the crime or crimes to the ability, capacity, and fitness required to perform the duties and discharge the responsibilities of the position of employment or occupation.

   Nothing herein prevents the Village from investigating the underlying facts of a given situation and drawing conclusions as to whether to consider the applicant for employment based on the Village's own internal investigation.

B. Contacting of References and Professional and Personal Examination: Administrative Staff may examine any persons and any sources of information including education information, licensures or certifications, personal history, and professional performance information.

1. During the application process, Department heads or Administrative Staff may contact the provided references and/or past employers to verify information in the applicant's resume or job application.
2. Because some positions require specific qualifications including college diplomas, certifications, or specialized training, Administrative Staff may also require the candidate to provide proof of or access to the records showing completion and/or contact the licensing board, university, or other provider of credentials.

   Follow-Up with Applicant: Village Administrative Staff may conduct any other follow up and investigation with the Applicant, with the expectation that the Applicant is

absolutely candid, forthright, and truthful with the Village during the entire hiring process.

C. **Nonconsideration of Prohibited Information:** When determining whether a candidate has successfully completed the background process, Village Administrative Staff shall not base such decision on or consider any prohibited information, including information based on protected status, prior worker's compensation claims, medical history or information, genetic information, and any other information prohibited from consideration by law.

D. **Determination and Notification:** If Village Administrative Staff determines that the candidate is qualified for the position or assignment sought and has successfully completed all nonmedical examinations during the background process, then Staff shall notify the hiring authority and advise them that they may proceed with the hiring process and the issuance of a formal conditional offer of employment. Likewise, should they conclude that the candidate is disqualified from consideration for the position sought, they shall immediately notify the hiring authority. Village Administrative Staff will notify the individual of their disqualification in writing within five (5) business days of the disqualification.

E. **Medical Exams and Drug Testing:**

1. Pre-employment medical exams are meant solely to determine a candidate's ability to perform the position being offered. The examiner will have a copy of the job description and physical requirements when performing the exam, and will only judge related abilities,
2. Prior to the Village's review of the medical examination results, the applicant will be directed to take a screening test for illegal drugs. Results will be provided to Village Administration. Applicants who refuse to provide consent for the test or test positive for illegal drugs or other prohibited substances will no longer be considered for employment.
3. Candidates for a position will only be asked to take a medical examination after a conditional job offer has been made, and both tests must be completed and passed prior to the employee's first day of work.

PROCESS FOR CONDUCTING BACKGROUND CHECKS FOR EMPLOYEES SUBJECT TO PROMOTION OR TRANSFER FOR WHICH A BACKGROUND CHECK IS REQUIRED

A. **Process:** Prior to a current employee promoting into or assuming duties which requires a criminal and/or qualifications check, the hiring authority shall notify Village Administrative Staff and request that a check be conducted on the employee. They shall follow the procedures set forth in Section IV above to the extent determined by the Administrator.

B. **Employee Rights:** An employee who is disqualified from the position sought shall not be removed from their current position unless the check reveals information not previously known which is related to their ability to successfully perform the duties of their current job, including information demonstrating the employee was not truthful or forthright during prior background processes or other circumstances that render the employee unfit for the current position.

EMPLOYEE RESPONSIBILITY TO NOTIFY ADMINISTRATIVE STAFF (OR THEIR DEPARTMENT HEAD) OF CRIMINAL CONVICTIONS

C. **Reporting a Conviction:** For positions that require a criminal background check, it is the duty of all employees in such positions to affirmatively and immediately notify their Department Head and/or Administrative Staff of a law enforcement contact, including an arrest, pending criminal charges or civil ordinance charges, or a conviction. For purposes of this policy, conviction includes any conviction which has not been expunged.
D. **Criteria:** Village Administrative Staff shall follow the above procedures to determine the job relatedness of the criminal conviction to the performance of the duties of the position.
E. **Potential Sanctions**: Intentional failure of the employee to notify Administrative Staff or their Department Head may be grounds for employment sanctions up to and including suspension and termination, regardless of when the omission is discovered. Such failure may be grounds for suspension and termination of employment regardless of whether it is determined that such conviction or pending charge is of a nature that would have disqualified the employee from the position of employment in question.
F. **Independent Investigation:** The Village reserves its right to investigate the on-duty and off-duty behavior of Village employees where the interests of the Village may be affected, including as to whether the employee has violated any Village policy rule, or expectation of conduct. The Village will conclude from its own investigation an appropriate employment disposition, and such disposition is not contingent on whether the employee is convicted of the wrongful behavior in a court of law.

PARK AND RECREATION DEPARTMENT PROCESSES

G. **State Statutes**: All applicable laws and procedures that apply elsewhere in this policy will apply for positions in the Park & Recreation Department.
H. **Department Specific Policy**: Rather than conducting background checks through the Administrative Staff, the Park & Recreation Department facilitates their own background checks through the Department of Justice. All results from such checks are maintained by the Director of Park & Recreation and the Recreation Supervisor. All decisions about eligibility for a position and position related convictions will be made by jointly by the Director of Park & Recreation and Administrative Staff. The Department is responsible for paying all associated costs.
I. **Timing:** Unlike other Village staff, the Department of Park & Recreation requires an annual background check for all department staff including seasonal staff and volunteers. There are no exceptions to this requirement. Individuals will be notified prior to their annual check.

RETENTION AND ACCESSIBILITY OF BACKGROUND CHECK RECORDS

Administrative Staff shall maintain records and related documents compiled by the Village on individuals in response to background checks, and such records are generally treated as confidential staff-management planning documents unless otherwise determined by the Administrator. The Village of Germantown Records Retention policies, the Wisconsin Public Records Board, and applicable Federal and State laws shall govern the storage, use and dissemination of such records. Where the use of such records is not addressed by the foregoing standards, the use and dissemination of such records, such as their availability to hiring authorities, shall be within the discretion of the Village Administrator. The retention period assigned to these records and the Wisconsin Public Records Board classification are identified

in the General Retention Schedule for Human Resources and Related Records. Confidentiality of such records will be maintained as practical, until such time they are destroyed, as determined by the Wisconsin Public Records Board.

JOB CLASSIFICATIONS

Based on the needs of the employer, employees are classified within the following categories:

Department Head

An employee who is responsible for the operation of a Village department under the overall management of the Village Administrator and includes:

1. Chief of Police
2. Fire Chief
3. Director of Public Works
4. Clerk/Treasurer
5. Director of Parks & Recreation
6. Community Development Director
7. Library Director

Commented [RPH1]: Erin: As I went through the updated sections of the Handbook, I noticed the term "Department Director" is often used interchangeably with "Department Head." I recommend the Village pick a term and use it uniformly throughout the Manual.

Exempt Employees

Certain designated Department Heads and other non-sworn employees holding positions that meet the qualifications for exemption under the Fair Labor Standards Act of 1985, as amended, are classified as exempt employees. Exempt employees are paid a salary and are expected to work beyond their normal work hours whenever necessary to accomplish the work of the Village. Exempt employees are not eligible to receive overtime compensation. Employees should consult with the Village Administrator if they have questions regarding their classification as an exempt employee.

Commented [RPH2]: While these are the three most common exemptions, there may be others that could apply, so I would not limit the Village to only these three.

Since the work of these employees is of such character that the output produced or the result accomplished cannot be standardized in relation to a given period of time, exempt employees will be compensated by salary and on the basis of their responsibilities and duties rather than the number of hours required to perform such duties and responsibilities. While exempt employees, including Department Heads, are generally expected to conform to the normal business hours of their department, they are afforded flexibility in the application of their hours worked to the responsibility involved in managing their department. Department Heads and other exempt employees are also afforded flexibility in terms of the application of the time of those employed within their department consistent with the requirements of this Employee Personnel Manual. Such flexibility is not intended to allow for:

1. Taking absence for illness without charge to applicable paid leave banks.
2. Pay for overtime hours worked.

Commented [RPH3]: Erin: Is this stating that Department Heads are able to create flex schedules for other employees in their department, provided those schedules comply with this Manual? And, if so, is that concept just limited to exempt employees in varying departments or all employees?

I think this could benefit from some clarification.

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Full-Time Employee

A regular full-time employee is an employee who is designated by the Board as a regular full-time employee and who works a regular schedule and is expected to normally work forty or more hours per workweek. Exempt employees are generallyclassified as regular full-time employees; however, a regular full-time employee may be exempt or non- exempt. Only regular full-time

employees receive benefits of the employer unless specifically identified in the employer's policies or as required by law.

Regular Part-Time Employee
A regular part-time employee is an employee who is designated by the Board as a regular part-time employee and works a regular schedule and is expected to normally work less than forty hours per workweek, but greater than twenty-four hours a week to be eligible for Village benefits. A regular part-time employee may be exempt or non-exempt. A regular part-time employee does not receive benefits of the employer unless specifically identified in the employer's policies or as required by law.

Limited Part-Time Employee
A limited part-time employee is an employee who is designated by the Board as a limited part-time employee and works less than twenty-four hours per work week. A limited part-time employee does not receive benefits of the employer unless specifically identified in the employer's policies or as required by law.

Seasonal/Temporary Employee
A temporary or seasonal employee is hired for a specified project or time frame and maywork an irregular schedule or a regular schedule. A temporary or seasonal employee may be exempt or non-exempt. Temporary or seasonal employees do not receive any additional compensation or benefits provided by the employer unless required by law.

Commented [EH4]: New Change

Commented [EH5R4]:

PAY PRACTICES

COMPENSATION

It is the policy of the Village to compensate employees at a level sufficient to encourage excellent performance and to maintain the labor market competitiveness necessary to recruit and retain a competent workforce.

PAY DAYS

Employees will be paid biweekly. Each pay period is two weeks long and beginson a Monday and ends on a Sunday. Payday is generally the Tuesday of the next week following the end of the pay period.

Direct Deposit is required by Village Employees. In general, deposits are made available to the employee's account the morning of the designated pay day.

Commented [VG6]: Moved location and changed to fit current practices

COMPENSATORY TIME, FLEX-TIME, & OVERTIME CALCULATION

Compensatory time may be granted and utilized by all non-exempt Village employees with the approval of their department supervisors or directors.

Hourly non-protective service employees will be granted overtime pay at one and one-half times their normal hourly rate for each hour worked in excess of 40 hours per week. Protective service employees shall follow a 28-day work period for purposes of statutory overtime calculation. Pay for time not worked during a week, such as vacation, compensatory time, sick leave, bereavement leave, does not count toward the calculation of overtime hours for which cash overtime pay or compensatory time off is granted. Time paid for those employees earning compensation for a recognized holiday occurring during that workweek will be counted as hoursworked for overtime calculation purposes. Additionally, any prescheduled leave including planned vacation, sick time, or compensatory time will count toward time worked for overtime calculation. To be considered "prescheduled", the time must have been approved by the supervisor at least two weeks in advance. Time taken that is not planned is not considered as time worked. Holiday pay shall not count toward overtime calculations for telecommunicators.

Commented [RPH7]: Erin: To the extent this is not addressed in the CBA and the Village uses a 207(k) work period for computing overtime in the police department, this should be adjusted to provide for compensatory time for hours worked beyond the applicable 207(k) work period threshold.

Commented [RPH8]: Erin: Given this is technically not "hours worked" under the FLSA, comp time is not required here. This is purely discretionary.

Commented [RPH9]: Same concept here.

It is generally up to the Village Supervisors or Department Directors to grant either overtime pay or compensatory time. The choice should be based on the staffing needs of the department. Overtime must be pre-authorized by a supervisor and shall be work that is necessary or of an emergency nature. Employees shall not work overtime without the proper authorization of a supervisor. Unauthorized overtime may result in disciplinary action, up to and including termination of employment. Non-protective service hourly employees may accrue a bank of up to 40 hours of approved compensatory time. Hourly protective service employees will follow their respective union contracts with regard to determining maximum accruals of compensatory time.

Employees who have accrued the maximum hours of compensatory time will be paid overtime at the rate of one and one-half times their normal hourly rate for any overtime worked in excess of the maximum compensatory time accruals.

A payout of all or any other portion of an employee's accrued compensatory time may be made at any time at the sole discretion of the employer and shall be paid at the regular rate earned by the employee at the time the employeereceives the payment. Payment will be made at the closest next payroll cycle after the request to use compensatory time. An employee may request a payout of their compensatory time bank which will be considered by the department

director.

An employee who has accrued compensatory time shall be permitted to use such time off within a reasonable period after making a request to use such time if the use does not unduly disrupt the operations of the department.

Upon termination of employment, an hourly employee shall be paid for unused compensatory time at the rate not less than the final regular hourly rate of compensation.

At the end of each year, all compensatory time shall be taken or paid, it will not be carried over from year to year. Payment will be made on the last paycheck of the calendar year. It is the employee's responsibility to inform the payroll department if they intend to use any of their accrual to supplement time off during the last few weeks of the year.

Exempt employees may utilize flex time with the knowledge that their job responsibilities demand more than a typical work week. Department Head may receive permission from the Village Administrator to utilize Flex time to supplement an employees' vacation time off, however, it is not the intent to be used as an auxiliary vehicle for direct compensation nor will it be paid out to the employee in cash at any time. The Village Administrator reserves the right to prohibit department heads, either individually or collectively, from utilizing flex scheduling if, in the Village Administrator's sole discretion, the use of flex scheduling is no longer compatible with the Village's operational needs.

Commented [RPH10]: Given there is an explicit cap at 40 hours, I would remove this language as it is confusing. I also do not recommend empowering supervisors to arbitrarily cap compensatory time at a level lower than the threshold we set via policy, as that could lead to various issues.

Commented [RPH11]: The terminology used above is "Department Head," so I changed this for consistency purposes.

Commented [VG12]: Added

FLSA SALARY-EXEMPT SAFE HARBOR POLICY

The Village has created this Safe Harbor Policy for employees who are classified as exempt under the FLSA. This Policy's purpose is to:

- Announce our "good faith" commitment to comply with the regulations and our commitment to reimburse employees for any improper deductions;
- Clearly state and inform our employees of the procedures and exceptions surrounding permissible salary deductions;
- Define "actual practice" in relation to improper salary deductions; and
- Inform our employees of a complaint mechanism if the employee believes that their payhas been improperly deducted.

Our Good Faith Commitment

The Village is committed to complying with the pay practices governed by the Fair Labor Standards Act. If you have questions about this policy or the regulations defining this policy, please see the administrator. The Village will work with you to help you understand how the regulations affect you.

Permissible Salary Deductions

Being an exempt employee means you are not entitled to receive overtime pay regardless of how many hours you work each workweek. Exempt status also means you are guaranteed a salary of a "predetermined amount" for a designated workweek and the amount cannot be reduced because of variations in the quality or quantity of work that you perform in that workweek.

There are certain instances when the employer is allowed to deduct wages from an exempt employee's salary for a designated workweek. These permissible deductions are as follows:

- When an employee is absent from work for one or more full days for personal reasons, other than sickness or disability and the employee has no vacation or personal time

offremaining for the year;

- When an employee is absent from work for one or more full days due to sickness or disability if the deductions are made under a bona fide plan, policy, or practice of providing wage replacement benefits for these types of absences, such as Long Term Disability, and the employee has no vacation or personal time off remaining for the year;Proportionate part of an employee's full salary may be paid for time actually worked in the first and last weeks of employment;
- To offset any amounts received as payment for jury fees, witness fees, or military pay; Penalties imposed in good faith for violating safety rules of "major significance;" Unpaid disciplinary suspension of one or more full days imposed in good faith for violations of workplace conduct rules such as insubordination, sexual harassment, workplace violence, or any other violations as stated in this Manual; and
- Unpaid leave taken under the Family and Medical Leave Act; and As otherwise permitted by law

Actual Practice

Isolated or inadvertent improper deductions will not result in the loss of an employee's exempt status if the employer reimburses the employee. However, an "actual practice" of making improper deductions from salary will result in the loss of the exemption. During the time period in which improper deductions were made for employees in the same job classifications working for the same managers responsible for the actual improper deductions.

Factors that may suggest an actual practice of improper salary deductions include:

- The number of improper deductions, particularly as compared to the number of employee infractions warranting discipline;
- The time period during which the employer made improper deductions;
- The number and geographic location of both the employees whose salaries wereimproperly reduced and the managers responsible; or
- Whether the employer has a clearly communicated policy permitting or prohibiting improper deductions.

Filing a Complaint

Improper deductions are a serious violation of this Safe Harbor Policy. If you feel improper deductions have been made from your paycheck, please contact the Administrator immediately. Once notified, the Administrator will work with you to resolve the issue and reimburse you if an improper deduction had in fact been made.

If you feel the resolution offered by the Administrator is unsatisfactory or unlawful, you may file a complaint with the U.S. Department of Labor, Wage and Hour Division either by mail or in person.

CALL-IN PAY

A non-protective service employee called in to work in the event of an emergency occurring outside the employee's normal working hours, as determined by the employee's supervisor or department director, may receive 2 hours of pay as a minimum for work performed by the employee as a result of the call in and only if the employee is required to report to the onsite work location. Employees who are called in and perform authorized work but who do not report to a worksite, employees who respond and work adjacent to normal work hours, or employees performing scheduled work outside of the normal work hours will be paid only as

required by law. The Village's decision as to whether an employee should receive the two-hour minimum pay shall be final. Employees are required to perform any call-in responsibilities in the most-efficient manner possible in the interests of the Village. Employees are required to keep accurate time records of time worked for purposes of determining call-in compensation, if any is required by law. Employees must respond to calls from the Village or as required by the Village in a timely manner.

ON CALL PAY

Commented [VG13]: RE-Name Since Pagers are no longer used

An employee required to carry a telecommunication device and having on-call responsibility for a full workweek may receive additional compensation if authorized by the Village. The level of compensation, if authorized, will be set by the Village Board and administered by the Department Director. Employees responsible for carrying suchdevice shall be responsible for complying with call-in responsibilities.

LONGEVITY PAY

Department of Public Works employees who received a Longevity Pay benefit prior to December 31, 2011, will have their benefit level frozen at the dollar amount received by that employee in 2011. No other employee shall be eligible to receive longevity pay after January 1, 2012.

EMPLOYEE BENEFITS

EDUCATIONAL INCENTIVE PROGRAM

The Village believes in the personal and professional development of employees. Because of this, an Educational Incentive Program for full-time employees interested in enhancing or further improving themselves through continuing education has been designed.

1) The word employee(s) means all full-time, salaried, and permanently appointed employees of the Village including all supervisory, management, technical, clerical, and professional personnel in all Village departments exempting part-time employees, temporary or seasonal employees, elected officials of the Village, appointed officials, or members of the boards and commissions.

2) Employees may be reimbursed for up to one-half (1/2) of the per credit and/or tuition amount per semester for courses successfully completed in and enrolled in accordance with the terms of this policy.

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

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

a) Submittal of a request on a form (see attached Educational Incentive Program Form) furnished by the Village to the department director for review relative to course value to the Village and relationship of the course to the employee's current position with the Village.

b) The department director shall, upon his/her concurrence as to the appropriateness of the course, submit the request to the Village Administrator for consideration and approval or disapproval. Any such approval must be obtained prior to the employee enrolling in any course for which the benefits of this program are to be applied. The Village retains the sole right of approval and/or disapproval of any and all courses based on individual course relationship to the employee's current position with the Village.

5) All such approved courses shall be attended on the employee's own time and not during hours which the employee is scheduled for duty/work with the Village.
6) Credits herein referred to shall be defined as the value earned for each semester hour of course work completed (i.e. one credit equals a minimum fifteen semester hours) with a grade as set forth in Section 7.
7) All such approved courses shall be completed with a minimum grade of "C" or the numerical equivalent while the employee is employed by the Village for payment to be made under this policy. Payment will be made to the employee with submittal of a copy of a transcript.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Village may offer an Employee Assistance Program to employees and their families. This resource helps employee's take constructive action to resolve personal problems which affect job performance. Through an outside agency, the program provides professional, confidential assistance for problems such as mental, emotional, financial, legal, marital or family distress, career and employment-related difficulties, alcohol or chemical abuse or other concerns.

The EAP program also provides a means by which the supervisor can take action to address unsatisfactory job performance and to prevent the loss of an otherwise good employee. The supervisor's objective in making a referral to the EAP is that the employee may resolve the problem which has affected his or her work so that quality job performance is restored.

From the date of hire, the EAP is available to all full-time and part-time employees of the Village. It may also be utilized by family members, including dependent members of the household. The program provides professional assessment, referral and brief treatment (up to three visits) for a range of individual and family problems. An initial assessment, generally an hour long, is conducted within a day or two of the time the employee calls the EAP. (Crisis calls are handledimmediately.) Referral for appropriate services is made to an agency in the employee's community or one nearby.

Any employee who desires assistance with a problem may contact the EAP directly. The local EAP phone number is to be posted at every worksite for that purpose. The posting should also remind the employee to indicate that the contact is being made under the Village's Employee Assistance Program.

In instances where applicable, the Village's leave and health insurance benefits may be utilized for treatment or rehabilitation as provided in the Village's benefit program. Consideration will also be given for the use of personal leave of absence.
In an ideal situation, the employee who is experiencing personal or family problems will want to seek assistance before his or her work performance is affected, will be aware of the availability of the EAP and will make a self-referral to it or to another agency.
A supervisor may refer an employee to the EAP.

EMPLOYEE RECOGNITION PROGRAM

All full-time employees, regular part-time employees (covered under the Wisconsin Retirement System) and paid-on-call Fire Fighters / EMT's are eligible for the Village's Employee Recognition Program. Eligible employees must be employed with the Village for a minimum of five years continuous service. Fire Fighter / EMT years of service with the Germantown Fire Company counts towards the continuous service requirement.
This Employee Recognition Program is for years of service and is not based on merit, quality of work or popularity of an employee. This Program is to recognize employees for their dedication and years of service with the Village. This Program is divided into two (2) areas: Years of Service Recognition and Retirement Recognition.

1) Continuous Years of Service Recognition

After 7 Years	- Value $25After
15 Years	- Value $50
After 20 Years	- Value $75
After 25 Years	- Value $100
After 30 Years	- Value $125
After 35 Years	- Value $150

These awards will be presented to the employee by their Department Director or Supervisor.

2) Retirement Recognition

A plaque will be presented to the employee at a Village Board meeting, at or near the employee's retirement date. The Village Board will adopt a resolution recognizing the employee, noting the years of service with the Village.

EXPENSE REIMBURSEMENT

Expense Reimbursement – Meal Allowance, Lodging, Mileage

The Village will use the U.S. General Services Administration Per Diem Rate Guidelines to determine the amount of reimbursement due an employee for meal allowances for each full day of travel when they are engaged in approved training, conferences, or seminars. The meal rates differ by travel location. View the per diem rate for your primary destination to determine which meal rates apply. The meal rate will be the maximum allowance.

For any official travel destination, you must provide a receipt to substantiate your expense for lodging. You will not need a receipt for meals or incidentals as long as the date, location and function are clearly stated on the reimbursement request. Meals provided to the employee by either the place of lodging (example: continental breakfast) or the conference/seminar (example: business lunch) will not be reimbursed

Meal reimbursements, for overnight travel, will not be taxable to the employee.

Lodging will be paid in full by the Village. It is desirous to have the room paid for directly by the Village per credit card or direct bill. Please contact your direct supervisor or the Administration Office for assistance.

There are some restrictions as to how the allowance relates to breakfast and/or dinner. Breakfast is only covered if the employee is staying overnight the day before a conference or seminar. Dinner will not be covered the last day unless the employee is not expected home before 7:00 pm. (This extended day includes travel time.) Dinner will be covered for the first travel day if the employee is on route to their destination through the evening hours.

Commented [VG14]: Removed section that spoke about a mid day meal being reimbursed through payroll because that currently does not take place and is handled like any reimbursement.

Employees will be reimbursed at the Federal Mileage Rate for the use of their personal vehicle when authorized by their Department Director or Supervisor. Submit your request for reimbursement to your supervisor.

Expense Reimbursement – Elected Official

Elected Officials shall receive a monthly stipend to cover business related expenses as set out by resolution approved by the Village Board. The reimbursement may be an accountable plan or a non-accountable plan. The choice is the officials and can change at will.

Accountable Plan – Substantiation of the expense should be turned into the Village Clerk-Treasurer within 60 days of the month of which the check was issued. Accepted types of expenses for substantiation purposes include mileage, business phone expenses or business

meals. Meals must have a clear business relationship and shall not consist of only Village employees. Alcoholic beverages will not be reimbursed. Mileage to and from the Village can be included if the elected official has other employment which is primary. Personal use of a phone should be separated. An expense form should be completed showing the business nature and amount of the expense.
Reimbursement from an accountable plan is non-taxed unless the total of the receipts submitted are less than the monthly stipend. The amount of stipend that is more than the submitted receipt will be taxed through payroll.
Non-Accountable Plan – The elected official may choose not to substantiate the expense check. The monthly stipend will be issued through payroll and income taxes will be deducted.

GIFTS AND/OR ACKNOWLEDGEMENTS – EMPLOYEE OR OFFICIAL

The Village of Germantown will acknowledge the:

Death of Current Employee, Elected or Appointed Official – Up to $50 plus delivery charge, or in lieu of flowers, a monetary gift to a memorial of choice.

Death of Immediate Family Member – Up to $50 plus delivery charge, or in lieu of flowers, a monetary gift to a memorial of choice (Immediate family members are considered: spouse, parents, son, daughter, brother, sister, mother-in-law, father-in-law or grandparents)

< Current Employee

< Current Elected Official (President/Trustee)

Death of Former Elected or Appointed Official – Up to $50 plus delivery charge, or in lieu of flowers, a monetary gift to a memorial of choice.

Employees are free to take up a separate collection for a gift or flowers for current employees for a birth, death, marriage, birthdays, illness or injury.
If anyone becomes aware of a situation described above please contact the Village Clerk's office who will arrange for the sending of flowers and/or memorial.

INSURANCE – HEALTH, DENTAL & LIFE

The Village of Germantown provides eligible employees who are regularly working over 30 hours a week with a self-funded Preferred Provider Option (PPO) Medical Health Insurance Program, and a Dental Plan. Employees are required to contribute an amount or percentage of the monthly premiums as established by the Village Board or collective bargaining agreement. Please refer to the Village of Germantown Specified Plan Document (SPD) for further details. A choice of a family or single plan is available, with a full coverage basic plan as well as a High Deductible Health Plan. New employees shall become eligible for coverage on their first full day of employment.

An employee's health and dental insurance benefits end as of the last date of the month in which termination of employment occurs. Employees may be eligible for continued health insurance coverage after separation of service under the terms of applicable State and Federal law. Employees should contact the Administration Department if they have any questions regarding continuation of health or dental insurance benefits. The Village reserves the right to amend, discontinue, or otherwise terminate any health or dental insurance benefits offered at the Village's sole discretion and with or without notice to the extent permitted by law and to the extent permitted by the applicable plan provider(s).

Life Insurance is administered through and based upon participation in the Wisconsin Retirement System. The Village will pay the Basic Insurance Premium. Basic insurance offers the following benefits:

- Group term life insurance equal to 100% of the employee's previous

calendar yearearnings, rounded to the next higher thousand dollars.

- Accidental death and dismemberment benefits equal to the face amount of the Basicinsurance, up to age 65 (or age 70, if actively employed).

Information regarding eligibility criteria and additional tiers of insurance coverage, at the employee's expense, is available through the Administration Department.
All application forms and relevant information will be distributed upon hire.

After 10 years of continuous employment through the Village of Germantown, the Village, at its sole discretion and subject to the eligibility requirements of the health care plan, may offer retirees with an option to remain on the Village's health and dental insurance plans, provided the retiree: (1) retires in good standing (*i.e.*, provides the Village with at least two weeks' notice of retirement and does not retire in lieu of termination); and (2) the retiree pays the entire premiums associated with any such coverage equivalent to the applicable COBRA premium rate. The retiree is given 50% of unused sick leave at the date of retirement which is placed in a Retirement Health Account ("RHA") which may be used to pay for any premiums associated with these benefits. The Village reserves the right to amend, discontinue, or otherwise terminate any retiree health or dental insurance benefits offered at the Village's sole discretion and with or without notice to the extent permitted by law and to the extent permitted by the applicable plan provider(s).

WELLNESS PROGRAM

The Village has a Wellness and Health Management Program for its fulltime, and regular part-time employees. The program encourages the overall well-being of our employees by fostering a worksite culture that supports everyone's desire to make healthy lifestyle choices while helping to decrease heath care costs.

The employee should contact the Administration department for details.

DEFERRED COMPENSATION PLAN

The Village may offer a Deferred Compensation program that allows the employee to invest their own funds for future retirement. Federal and State income taxes are deferred until your assets are withdrawn. Employee contributions are made through payroll deduction. Several options for investment are presently available; however, the Village reserves the right to amend, discontinue, or otherwise terminate any deferred compensation plan(s) offered at the Village's sole discretion and with or without notice to the extent permitted by law and to the extent permitted by the applicable deferred compensation plan provider(s).

All full-time and regular part time employees are eligible. Please see the Administration Department for further details.

WISCONSIN RETIREMENT FUND

The Village of Germantown is part of the Wisconsin Retirement System administered by the State of Wisconsin. The program is a defined benefit plan with employee and employer contributions. The employee will be required to pay the employee portion as determined by WRS on a pre-tax basis. Employees are eligible as determined by the Department of Employee Trust Funds. Questions regarding eligibility, contribution, or vesting should be directed to the Administration Department.

Employees who are determined to be eligible to participate in the Wisconsin Retirement system will be provided information regarding enrollment upon hire or, if not eligible upon hire, upon achieving eligibility.

Commented [RPH15]: Erin: Given eligibility depends on when someone became a WRS employee, I recommend you simply state ETF determines eligibility. This will also allow the Village to avoid changing this later on if ETF establishes new eligibility guidelines moving forward.

SECTION 125 PLAN

This Plan, also known as a flexible spending plan, is available for employees to use pre-tax dollars to pay certain benefit expenses. Qualifying benefit expenses include:

- Medical, dental and vision care, health related supplies and services not covered byinsurance
- Daycare for a qualified dependent child or disabled spouse.

All full-time and regular part time employees who work 30 hours or more are eligible. The Village reserves the right to amend, discontinue, or otherwise terminate the Section 125 Plan offered at the Village's sole discretion and with or without notice to the extent permitted by law and to the extent permitted by the applicable plan provider(s). See the Administration Department for more information.

Commented [VG16]: Updated to Current Practices

CAREER DEVELOPMENT

PERSONNEL RECORDS

Each employee has a personnel file. Information retained in the personnel file includes personal information such as forms for federal and state taxes, enrollment forms for benefits, address changes, and specific work-related information such as application for employment, resume, performance evaluations, salary adjustments, job changes, and other designated records. An employee may request an opportunity to review the records in his or her personnel file that the employee has a lawful right to review by submitting a written request to the Village Administrator. Requests for inspection will be scheduled at a mutually convenient time and within the timeframes required by law. Employee files contain records maintained by the Village's Custodian of Records. Personnel files may not be taken outside of the custody of the Custodian.

The employer will use employee medical information only in a manner that is lawful, job-related, and consistent with business necessity. Employee medical information will be maintained in separate medical files and will be treated confidentially to the extent required by law. Normally, medical information may be disclosed to someone other than the employee in the following circumstances:

Supervisors and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations;

First aid and safety personnel may be informed, when appropriate, if the employee's medical condition might require emergency treatment; and

Certain government officials may be provided the information.

Employees should refer all requests for personnel information concerning applicants, employees, and past employees to the office of the Village Administrator. Employees are not permitted to provide references on behalf of the Village of Germantown. Pursuant to requests for references, the employer may choose to release only limited general information such as the position held and dates of employment. The employer may require the individual involved to provide a written consent, release and indemnity agreement before the employer will release additional information unless there are circumstances warranting otherwise.

It is important that each employee's personal information and decisions regarding benefit selection be accurate at all times. It is each employee's responsibility to notify the employer promptly of any changes to the employee's personnel file or personal contact information or family information used for insurance and tax purposes. In order to avoid issues to benefit eligibility, having W-2s returned or any other issue, employees must promptly notify, in writing, the office of the Village Administrator of any change in personal information including name, address, telephone number, marital status (for benefits and withholding purposes), names, addresses and phone numbers of the employee's spouse and dependents (for benefits purposes), beneficiary designations, and emergency contact information.

PROFESSIONAL ASSOCIATION MEETINGS/TRAINING/SEMINARS – EMPLOYER RELATED

All Village employees who attend professional association meetings, conferences, training sessions, institutions, workshops, seminars, or special classes during regular working hours and who receive prior approval, as specified below, will be considered for purposes of time reporting and payroll to be at work during the period of meetings, training and seminars. The hours of work are only for work-related topics and time. All training must be pertinent to the employee's current job with the Village.

Activities that are social in nature and not related to the job are not compensable time. Time spent on a “professional development” training or program will be evaluated by the Village to determine if it is compensable time.

In order to qualify for attendance at any professional association meetings, conferences, seminars, trainings or workshops, the employee must have on file with their supervisor and Support Services an Individual Performance Plan. Additionally, the employee must complete an Employee Training Request form that is submitted to their supervisor.

Prior approval of the department director or Village Administrator must be obtained before any of the association meetings, seminars or training are attended. The Individual Performance Plan must be completed annually prior to the budget process with a supervisor in order to qualify for professional training, association meetings or special classes.

The training and seminar program described herein is not part of and shall be considered to be entirely separate from the Village's Educational Incentive Program.

Commented [VG17]: Removed Training Period Section since we currently do not have a training period associated to village benefits.

LEAVES OF ABSENCE

FAMILY AND MEDICAL LEAVE POLICY

It is the policy of the Village of Germantown to provide family and medical leave as required by state and federal laws. This Policy does not necessarily incorporate all provisions of such laws directly into the Village's personnel policies. Posters summarizing federal and state FMLA laws can be found with other employment-related postings. In addition, you may contact Support Services if you have specific questions.

Leave taken under this Policy may be covered by federal law, state law, or both. The eligibility and entitlements are defined differently under federal and state law. When leave taken by an eligible employee under this policy is governed by both federal and state law, the more generous provisions will control in the event of a conflict. However, when leaves are governed by state or federal law, but not both, the applicable law will control under this policy. You should note that certain leaves may be covered by both state and federal law for only a portion of the leave. To the extent permitted by law, time off that is qualifying leave under the federal FMLA and under the Wisconsin FMLA, will run concurrently (i.e. at the same time) with leave granted under other Village policies.

You may be required to provide advance notice and certain information as set forth below to be eligible for leave under this Policy. You may also be required to submit leave requests in writing when circumstances and applicable law permit. After you provide the Village the required information, the Village will evaluate it and make a determination as to whether the absence qualifies as FMLA leave. The Village will notify you of its final determination. If you fail to provide the Village with the required information within the time specified, your absence will be unexcused. If the time off is FMLA qualifying, the leave will be designated as such and you will receive notice of the designation, along with information on the specifics of the leave, consistent with this policy. Use of other leaves provided by the Village for the reasons covered by law, will be treated as use of leave under this Policy whenever applicable law allows.

If it is determined that the leave does not qualify, then any absence shall be subject to the terms of the Village's attendance policy. The Village has the right to designate qualifying leave as FMLA whether or not the employee specifically requests it.

SECTION 1 – ELIGIBILITY REQUIREMENTS.

To be eligible for federal FMLA leave, you must have been employed by the Village for at least 12 months, must have worked at least 1,250 hours during the 12-month period immediately prior to the start of the requested leave, and must be employed at a worksite where 50 or more employees are employed by the Village within a 75-mile radius. To be eligible for leave under the Wisconsin FMLA, you must have been employed for more than 52 consecutive weeks and have been paid for at least 1,000 hours.

SECTION 2 – AMOUNT AND TYPES OF LEAVE AVAILABLE.

Under the guidelines set out in this Policy and in accord with the law, the Village will grant an eligible employee up to twelve (12) workweeks of unpaid federal FMLA leave within a rolling 12-month period for the following reasons:

- the birth or placement of a child for adoption or foster care
- to care for the employee's covered family member suffering from a serious health condition
- for the employee's own serious health condition
- for any "qualifying exigency" arising as a result of the employee's child, parent or spouse serving on active military duty in support of contingency operations.

In addition, if you are eligible for federal FMLA leave as defined in this policy, you may be entitled to take a total of up to twenty-six (26) workweeks of unpaid federal FMLA leave in a single twelve-month period, to care for a covered service member who has incurred a serious injury or illness in the line of duty. ("Military Caregiver Leave") During that twelve-month period, you will be entitled only to a combined total of 26 workweeks of federal FMLA leave for service member care and for any other federal FMLA purpose.

When a husband and wife both work for the Village, they are limited to an aggregate of 12 workweeks of federal FMLA leave for birth, adoption/foster care, care of a seriously ill parent, or a qualifying exigency. Up to a combined total of 26 weeks may be used to care for a seriously ill or injured military service member.

Federal FMLA leave will run concurrently, when applicable, with the total of ten (10) workweeks of Wisconsin FMLA leave which is specifically allocated over a calendar year as follows:

- Two (2) workweeks for an employee's own serious health condition.
- Six (6) workweeks related to the birth or adoption of a child; and
- Two (2) workweeks to allow an employee to care for a parent, parent-in-law,spouse, registered domestic partner or child due to their incapacity caused by a serious health condition.

Applicable Definitions:

"Domestic Partner" for this purpose includes only those individuals who were registered as domestic partners under Wisconsin Law before April 1, 2018.

"Child" under this paragraph includes a biological, adopted or foster child, a stepchild, legal ward, or a child for whom you have assumed the obligations of a parent and who is either under 18 years of age, or is unable to care for him or herself due to a physical or mental disability.

For purposes of Wisconsin FMLA only, "Parent" includes the parent of an eligible employee's spouse or registered domestic partner.

"Serious Health Condition" under this policy means an illness, injury, impairment, or physical or mental condition that involves any of the following:

1) Any period of incapacity or treatment connected with inpatient care
2) A continuing period of incapacity and/or any subsequent treatment relating to thesame condition that also involves continuing treatment by or under the supervision of a health care provider
3) Incapacity due to a chronic serious health condition that also involves periodic treatment by a health care provider.
4) Any period of incapacity due to pregnancy or prenatal care
5) A period of incapacity due to a permanent or long-term condition for which treatment may not be effective, but for which the employee or family member must be under the continuing supervision of a health care provider.
6) 6) Any period of absence to receive multiple treatments by a health care provider for a condition that would likely result in a period of incapacity in the absence of medical interventionor treatment.
7) In most cases, a short-term condition, such as a cold, flu, earache, upset stomach, or other minor ailment would not qualify as a serious health condition. It also does not include routine treatment, doctor or dental visits. Conditions for which cosmetic treatments are administered are generally not considered to be serious health conditions.

8) See Support Services to determine whether your request for leave qualifies under one of the above categories.

SECTION 3 – CALCULATING AVAILABLE LEAVE.

(1) To determine the amount of federal FMLA leave to which an employee is entitled for a *specific* leave request, the Village uses a rolling 12-month period looking backward from the start of the new leave to determine how much leave has been used in the preceding 12-month period. Each time an employee takes federal FMLA leave the remaining federal leave entitlement is the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

(2) Entitlement to Wisconsin FMLA leave is calculated based on what specific Wisconsin FMLA has been used in the calendar year.

(3) If an employee experiences a serious health condition and is eligible for benefits under the Village's Short-term Disability Plan, the Village will designate the employee's absence as FMLA leave. If an employee suffers a work-related injury that qualifies as a serious health condition, FMLA leaves provided under this Policy will be considered as taken along with the leave required under the worker's compensation laws.

SECTION 4 – LEAVE REQUEST PROCESS.

(1) Except in situations where an employee is unable to provide a written request because of the need for emergency health care, the employee is to provide Support Services with a written application for family or medical leave prior to the requested start of the leave.

(2) In cases where the need for the leave is foreseeable, the request is to be made at least 30 days prior to the beginning of the anticipated leave. In cases where the need for the leave does not become known more than 30 days in advance, the request is to be made as soon as the employee becomes aware of the need for leave. In all cases, the employee must comply with the Village's standard call-in procedures for absences. However, calling in sick, without providing additional information, is not sufficient notice of the need for FMLA leave.

(3) All requests must be submitted on an FMLA Request Form which can be obtained from Support Services. The Form must be fully completed including the beginning and ending dates of the leave. The employee must notify Support Services in advance if the date of return changes.

(4) An employee undergoing planned medical treatment or requesting intermittent or reduced schedule leave, is required to make a reasonable effort to schedule the treatment to minimize disruptions to the Village's operations. Failing to provide reasonable notice or work with your supervisor on the timing of the leave may result in the delay, denial or cancellation of FMLA leave.

(5) The Village may delay the taking of a requested leave until at least 30 days after the date the employee provides notice when the employee fails to provide proper advance notice, unless the employee was unable to comply because of the need for emergency health care or other reasonable excuse.

The employee who does not return to work at the end of the FMLA leave will be considered to have voluntarily terminated unless the employee was unable to return due to a continuing serious health condition, health care emergency, or other reasonable excuse. In that circumstance, the employee must provide advance notification to the Village of inability if practicable.

SECTION 5 – CERTIFICATION REQUIREMENTS.

(1) If leave is requested due to an employee's own serious health condition, the serious health condition of the employee's spouse, domestic partner, child or parent, or for military medical leave the Village requires that the leave request be supported by certification

issued by the employee's health care provider or the health care provider of the spouse, domestic partner, child, parent or next of kin. The Village reserves the right to have certified all information permitted by law. The Medical Certification Form can be obtained from Support Services.

(2) The employee must return the fully completed certification to Support Services within fifteen (15) days from the date the employee is provided the medical certification form. Failure to provide the Village with timely and responsive certification from a health care provider within fifteen (15) days of the Village's request for certification may result in denial of the leave. If you submit a certification which is insufficient or incomplete, the Village will require you to provide a corrected certification within seven (7) days.

(3) Where medical leave is involved, the Village may, at its expense, require the employee or a family member to obtain the opinion of a second health care provider chosen by the employer. If a dispute exists, a third opinion may be secured.

(4) The Village will require an employee to recertify the medical condition as allowed by law.

(5) The Village may require an employee to provide a fitness for duty certification prior to returning from a leave for the employee's serious health condition.

(6) Failure to provide timely certifications may result in denial or delay of the leave.

(7) If leave is requested for other non-medical purposes, the Village may require certification or additional documents pertinent to that leave request, such as a copy of the birth or placement documents, confirmation of a family, *in loco parentis* or domestic partner relationship or reflecting the military exigency purpose.

SECTION 6 – INTERMITTENT OR PARTIAL LEAVE

(1) An employee may take intermittent leave, whenever certified as medically necessary or otherwise required, to care for a qualifying family member with a serious health condition or their own illness, or for military-related leaves. Also, if the leave is for planned medical treatment and will be taken on an intermittent basis or by a reduced schedule, the employee is expected to schedule the treatment so as to create minimum disruption for the Village. The smallest increment for partial leave is the smallest measure of time that employees are able to take time for any non-emergency leave.

(2) Where the need for intermittent leave or leave on a reduced work schedule is foreseeable based on planned medical treatment, the Village may temporarily transfer the employee to an available equivalent position if the employee is qualified and the position better accommodates the recurring leave.

(3) Federal FMLA leave for the birth, adoption or foster care placement of a child may be taken intermittently or on a reduced leave schedule only with permission of the Village. An employee must request the leave and obtain written approval for such leave before the federal FMLA leave begins. When leave for birth or adoption is taken under the Wisconsin FMLA, the leave may be taken intermittently or on a reduced schedule as long as the employee works with the Village to schedule the leave so as to create minimum disruption for the Village. Federal FMLA leave related to birth, adoption or foster care must be used within one year of the birth or placement of the child. Requested intermittent or reduced schedule leave for any Wisconsin FMLA portion of leave related to birth or adoption must begin no later than sixteen (16) weeks after the actual birth or placement.

SECTION 7 – PAY STATUS AND SUBSTITUTION.

FMLA leave is generally unpaid. However, an eligible employee may request use of paid leave – "substitute" – accrued and available paid leave under certain circumstances during the time the employee is on FMLA leave:

(1) An employee may substitute any or all of the employee's accrued and available paid leave of any type provided by the Village during Wisconsin FMLA leave.

(2) When an employee is using solely federal FMLA leave for the employee's own serious health condition, the Village will require the employee to use the balance of the employee's sick, vacation, or personal leave during that period of federal FMLA leave.

When the employee is using solely federal FMLA leave for any leave except leave for the employee's serious health condition, the Village will require him to use accrued vacation or personal time balance. No employee may substitute use of sick accrual for any federal FMLA leave except that for the employee's own serious health condition.

(3) For FMLA leaves governed exclusively under federal law, the employee must meet all notice and eligibility policy requirements governing the paid leave, unless the Village specifically waives the provisions. If an employee fails to meet the paid leave policy requirements, the solely federal FMLA leave will be unpaid.

SECTION 8 – CONTINUATION AND ACCRUAL OF BENEFITS DURING LEAVE

(1) Coverage under any group health plan will be maintained for the duration of an eligible employee's leave at the same level and under the same conditions as if the employee continued to work. This means that in order to continue group health coverage during the employee's FMLA leave the employee must continue to pay the same share of the health insurance premiums as the employee did prior to leave. The Village will also continue to pay any portion of group health insurance premiums for coverage that it was responsible for paying immediately prior to the leave as required by law.

It is the employee's responsibility to make arrangements with Support Services for making premium payments for group health insurance during leaves. For employees using paid leave during FMLA, the employee's share of premiums will be paid through the Village's normal payroll deduction method. If an employee is on unpaid FMLA leave, the employee must make advance arrangements with Support Services to make timely payments.

(2) To the extent permitted by law, the Village reserves the right to require an employee to place up to eight weeks' health insurance premiums in escrow prior to leave, or to discontinue coverage if such premiums are received more than thirty days late.

(3) The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of the employee's leave.

(4) Benefits will not accrue during unpaid FMLA leave. However, if an employee uses accrued paid leave during FMLA leave, benefits will accrue as indicated by Village Policy during use of that paid leave.

SECTION 9 – LEAVE STATUS AND RETURN TO WORK

(1) While on continuous FMLA leave, the Village requires an employee to periodically confirm leave status and the employee's intention to return to work. Any employee who decides while on leave that he or she will not be returning to work at the end of the leave should immediately inform the Village.

(2) A returning employee must contact Support Services and his or her supervisor during business hours to confirm the employee's return to work date. Employees returning from FMLA leave should notify their supervisor/manager of their availability immediately upon being released to return to work by their health care provider.

(3) Employees able to return to work prior to their approved leave end date must notify Village Support Services preferably at least one (1) week, but no later than two (2) working days, prior to their new return date.

(4) If leave is due to the employee's serious health condition, s/he may be required to present certification of fitness for duty to Support Services upon returning to work.

(5) An employee returning from FMLA leave, will be entitled to reinstatement to the same job or an equivalent job with the same pay, benefits, and terms and conditions of employment as if the employee had continued working. However, this right to reinstatement will not apply if leave continues after the FMLA leave is exhausted or if the employee indicates that he or she will not return to work at the Village from FMLA leave. This policy does not entitle an employee to any right, benefit, or position of employment other than those to which the employee would have been entitled had the employee not taken leave. The Village reserves all rights concerning restoration of employment or denial of same under state or federal law.

FUNERAL – BEREAVEMENT LEAVE

Regular full-time employees may be authorized up to three (3) days off with pay for time lost in the bereavement of spouse, domestic partner (as defined under Section 40.02(21c), Wis. Stats.), parents, step-parent, son, daughter, step-child, brother, sister, mother-in-law, father-in-law, employees' grandchild or grandparents.

Regular part-time employees that work more than 20 hours a week,or at least 1,040 hours per year are eligible for bereavement leave on a pro-rated basis based on the benefits outlined for full time employees.

Commented [RPH18]: Consider limiting this to a specific definition to avoid abuse, such as the statutory definition set forth in Section 40.02(21c), Wis. Stats.

Commented [VG19]: Allow bereavement leave for part-time employees.

HOLIDAYS

Regular full-time employees (other than Library and Police/Fire Union personnel) shall receive the following as paid holidays:

1) New Year's Day
2) Friday before Easter
3) Memorial Day
4) 4th of July
5) Labor Day
6) Thanksgiving Day
7) Day after Thanksgiving
8) Christmas Eve Day
9) Christmas Day
10) New Year's Eve Day
11) Floating Holiday

Regular part-time employees who work more than 24 hours per week, or at least 1248 hours per year are eligible for holidays on a pro-rated basis based on the holiday benefits outlined for full time employees. The proration is based on prior year hours worked between October 1st and September 30th.

An annual calendar will be created by the Administrator indicating the specific dates in which the days will be observed. All new permanent full-time employees shall become eligible for holiday pay immediately. If any of the above-mentioned full day holidays falls on a Sunday, the following Monday shall be considered the holiday. If any of the above-mentioned full day holidays falls on a Saturday, the last regularly scheduled workday shall be considered to be the holiday. If the day before Christmas and the Day before New Year's Day fall on a Friday, the previous Thursday shall be considered the holiday; if they fall on a Sunday, the next Monday and Tuesday shall be considered to be the holiday. If the day before Christmas and the Day before New Year's Day falls on a Saturday, the holidays shall be taken on Friday and Monday.

For Police Department Communication Officers who work a holiday, remuneration for that holiday shall be made in the form of one (1) day's wage for each of the aforementioned holidays, paid to the employee on the first payday in November of each year.

Commented [EH20]: New Change Added holidays for regular part-time, removed 5 year requirement.

Included process of determining holidays.

To be eligible for holiday pay an employee must work the work day immediately preceding the holiday and the work day immediately following the holiday, unless the employee is already approved to be off such as a scheduled vacation, or pre-approved medical leave. If

an employee calls in sick on a day immediately preceding or following a paid holiday the employee shall present a valid medical excuse to receive pay for the holiday.

The Germantown Community Library Board will determine annually the library closed dates and will attempt to align with the Village paid holidays, including Floating holidays. If the library is open on a Village defined holiday or observed holiday, the eligible library employee will receive a floating holiday as a replacement. Those days shall be scheduled at the discretion and with the approval of the Library Director, taking into account the staffing needs of the department. The floating paid holiday must be taken in the same calendar year in which it is earned.

Commented [VG21]: Library Board Change

NURSING MOTHERS

The Village provides a supportive environment to enable mothers to express their milk during work hours. Breastfeeding employees who choose to continue providing their milk for their infants after returning to work shall receive:

- Reasonable break time to express milk during work hours. Such break time will be provided each time the employee needs to express milk for up to one year after the child's birth. Break time that may be needed beyond the usual break times may be unpaid if permitted by state or federal law, or the employee may elect to use vacation time or make up the time as mutually agreed upon with management.

- A private room to express milk will be provided. The room will be private and clean and have an electrical outlet.

Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date the breast milk was expressed. Any nonconforming products stored in the refrigerator may be disposed of by the Village. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm to such milk, for any reason, including improper storage, refrigeration, and tampering.

It is expected that nursing mothers will provide their own equipment for expressing milk, including breast pump and containers.

Employees who wish to express milk during the work day shall keep supervisors informed of their needs so that appropriate arrangements can be made for the employee and the Village.

VOTING LEAVE

The Village believes that every employee should have the opportunity to vote in any state or federal election (including general and special primary elections). Any employee whose work schedule does not provide him or her three consecutive hours to vote while polls are open will be granted up to three unpaid hours to vote. We reserve the right to select the hours you are excused to vote.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Notify your supervisor of the need for voting leave as soon as possible, before Election Day. When you return from voting leave, you must present a voter's receipt to your supervisor, as soon as possible. Failure to comply may require the use of paid leave time (to the extent permitted by law)

or may result in disciplinary action, up to and including termination of employment, or both.

Commented [VG22]: New Policies

JURY DUTY

Any full-time employee required to serve jury duty shall be paid their regular wages for up to one workweek (five calendar days) of service as a juror in a calendar year and shall turn over to the Clerk/Treasurer any monies, excluding mileage allowance, they shall receive as a result of such jury duty. Any jury duty beyond one workweek in a calendar year shall be considered an unpaid leave of absence. In order to receive payment under this Section, an employee must give the Village Administrator notice that they have been summoned for jury duty or subpoenaed as a witness and must furnish satisfactory proof that jury duty or witness service was performed on the day(s) for which they claim such payment. Police officers shall report their information directly to the Chief of Police. Any time an employee's attendance is no longer required for purposes of jury duty or witness service during their regularly scheduled work hours, they must return to work as soon as circumstances will reasonably allow.

Pursuant to Sec. 103.87 Wis. Stats., employers may not discharge an employee for being absent from work in order to appear in court pursuant to a subpoena to testify in a criminal case. If the case involves the employer, the employer may not dock the employee's pay.

Commented [EH23]: New change included Police officer language and wis. Stats.

LEAVE OF ABSENCE

The Village may grant unpaid personal and/or medical leaves of absence to employees. A request for a leave of absence must be made in writing by the employee, granting sufficient notice and shall contain the reason(s) why the employee needs a leave of absence. The request shall also state the date the employee intends to return to work. All requests must be made to the department director, who shall notify the Village Administrator. An employee on an unpaid medical or personal leave of absence may be able to return to his/her most recent position in the department if it is still available. If a similar position is open elsewhere in the Village, the employee may be considered for that opening. Employees may start at the same wage as when they left and will not be entitled to any increase that other employees may have received. No leave of absence shall be granted for the purpose of seeking other employment. Any benefit accrual time such as vacation, personal leave, or compensatory time accrued to the employee shall be exhausted before unpaid time will be allowed for any personal leave. Medical leaves of absence may follow the exhaustion of Family Medical Leave Act provisions with regards to paid and unpaid time allotment.

All leaves of absence shall go through the Village Administrator and General Government & Finance Committee to determine vacation, longevity credits, or pay increases if applicable, and time allotment for leave.

Prior to returning from a medical leave of absence, the employee shall be required to submit from his or her physician, satisfactory medical evidence of his/her ability to return to work.

Employees shall be eligible to maintain participation in the insurance plans offered by the Village during an authorized unpaid leave of absence by applying for and following COBRA provisions.

MILITARY LEAVE

It is the Village's policy that employees will be granted all military leave rights available under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state law.

At the time this Manual was drafted, USERRA rights included the right of any individual who is absent from employment because of a uniformed service obligation (in the Armed Forces,

Military Reserves, or National Guard) to reemployment and all concomitant benefits, as long as the following prerequisites are met:

a) If the individual was discharged, the discharge was honorable.
b) The individual provided without delay advance notice for the leave, except when advance notice is not possible due to military necessity.
c) The leave did not exceed the maximum total absence of a five years from the Village.
d) The individual has timely applied for reemployment. What is timely depends on the length of the service, as follows:

> Service less than 31 days: The individual must notify the Village of his or her return at the start of the next regularly scheduled work period, after having been home eight hours.
>
> Service 31 to 180 days: The individual must submit an application for reemployment not later than 14 days after completion of the uniformed service.
>
> Service more than 180 days: The individual must submit an application for reemployment not later than 90 days after completion of the uniformed service.

If you receive notice that you will be taking military leave, please contact the Village Administrator as soon as possible to discuss that leave

PERSONAL DAYS

Employees of the Germantown Police Department Communication's Officers' may receive three (3) personal days to be used at the employee's discretion, subject to the approval of the Chief of Police, or his designee. All personal leave days must be used within the calendar year. The days are constituted as time off and shall not be paid out nor used as additional compensation.

SICK LEAVE

Regular full-time personnel will be allowed to accumulate one (1) day of sick leave per month cumulative to a maximum of one hundred fifty (150) days. Police Department Management Personnel accrue a (10) hour daily equivalent. Employees shall become eligible for sick leave on the 1st of the month following one full month of employment.

Sick leave may be used if the employee's presence is required to attend to the illness or injury of a member of the immediate family. The immediate family for this purpose is defined as spouse, domestic partner (as defined under Section 40.02(21c), Wis. Stats.), parent or dependent child.

Regular part-time employees who work more than 20 hours per week, or at least 1040 hours per year are eligible for sick leave on a pro-rated basis. The proration is based on prior year hours worked between October 1st and September 30th.

The purpose of sick leave is to allow an employee to receive full pay while in the need of medical attention in order to get well and return to work. Sick leave may be allowed to be used for doctor or dentist appointments for the employee, if such appointment can only be made or arranged during regular working hours. The Village may require a person using sick leave to submit a doctor's certification of illness or injury, to include diagnosis, prognosis and anticipated date of return to work.

Employees shall be required to furnish a doctor's certificate or other evidence of illness after absence of three (3) consecutive work days. Weekends, vacation and holidays are not

counted either as a break in consecutive work days or as work days. Employees who claim sick leave benefits for reasons other than bona fide illness or injury are subject to disciplinary action, including termination of employment. Sick leave may be applied only to days that the employee is regularly scheduled to work. Employees may not be allowed to accumulate sick leave in excess of the maximum accrual of 150 days. Sick leave will be allowed to be taken after ninety (90) days of continuous employment. The Village reserves its right to require a fitness for duty examination conducted by the employer.

Employees who retire and are eligible to draw a Wisconsin Retirement System Annuity will have 50%, or other collectively bargained percentage, of their unused accumulated sick leave converted into dollars at the time of their retirement and forwarded to a third party to open a Retirement Health Savings Plan (RHS). The RHS is a tax- advantaged investment plan dedicated to funding healthcare costs. Medical expenses eligible for reimbursement consist of all medical expenses eligible under Internal Revenue Code Section 213, other than long term care expenses. Some of the benefits of an RHS include: tax- free contributions and tax-free investment growth; and tax free medical expense reimbursementincluding health care premiums.

Employees should contact the Administration Department for additional information.

SICK LEAVE ANNUAL BONUS

After an employee has attained the maximum accumulation of one hundred and fifty (150) days of sick leave, the employee will become eligible to accumulate sick leave, on an annual basis of up to twelve (12) days of sick leave If a required sick day was taken in accordance with this manual, the employee would be able to draw from this annual accumulation, however, for any remaining sick leave accumulated during that year the Village would grant vacation in accordance with the following schedule to be taken during the subsequent year.

12 days accumulated	- 5 days vacation
9-11 days accumulated	- 4 days vacation
7-8 days accumulated	- 3 days vacation
5-6 days accumulated	- 2 days vacation
3-4 days accumulated	- 1 day vacation
0-2 days accumulated	- 0 days vacation

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

VACATION

All regular full-time employees, (see exception below), are eligible for vacation as such:

After one (1) year of service	10 working days
After seven (7) years of service	15 working days
After fifteen (15) years of service	20 working days
After twenty (20) years of service	25 working days

Part-time employees who work more than 24 hours per week, or at least 1248 hours per year are eligible for vacation on a pro-rated basis starting and capped at (2) two weeks for all employees hired after January 2016.

Commented [VG24]: Included part-time employees vacation without five year requirement, but with cap.

Years of service are calculated on the basis of an employee's anniversary date of employment. Breaks in continuous service of two weeks or more of unpaid time will not be a

part of any vacation accrual. An employee who terminates employment prior to completing one year of continuous service shall not be eligible for any payment of accrued vacation. Vacation time must be taken in the year in the calendar year in which it is allotted. However, up to five (5) days of vacation may be carried over.

GUIDE TO EMPLOYEE RESPONSIBILITIES – WORKERS COMPENSATION

Report all injuries to your immediate supervisor. Obtain Worker's Compensation Claim Reporting Kit (envelope). Complete form WKC-12 – Employer's First Report of Injury or Disease. Must be completed within 24 to 48 hours and submitted back to your immediate supervisor so that it can be faxed to the worker's comp insurance carrier.

If you seek medical attention for work related injuries, you must tell the treating physician about the Village's "*Modified Duty/Return-To-Work Program.*" Cooperate with the treating physician by providing the information necessary to help determine how and when you can return to the job safely.

Give the treating physician the Medical Service Form and Attending Physicians Report (found in the Worker's Compensation Claim Reporting Kit) to complete.

Unless otherwise directed by your physician, you are expected to return to work on the same day as the accident or, if time prohibits, the following day. Provide the Medical Services Form, with restrictions if applicable, to your supervisor. You will not be allowed to perform any work duties without the signed form.

You must be aware of your medical restrictions at all times.

Complete the Modified Duty Work Agreement with your immediate Supervisor.

Do not attempt tasks that exceed your restrictions. If you have a question about the task(s) at hand and your restrictions, talk to your supervisor immediately.

If you feel that you can perform certain tasks that exceed current restrictions, talk to your physician and get new restrictions (in writing) that allow you to perform these tasks.

The medical restrictions are in effect 24 hours per day. Be careful during non-work hours to be sure that the restrictions are maintained. If you have hobbies or outside interests, talk to the treating physician about possible conflicts. Follow your physicians instructions.

Any employee who engages in activities that are inconsistent with medical restrictions and/or treatment patterns, whether on or off the job, is subject to possible disciplinary action.

Obtain Doctor's note for every appointment and submit with any paperwork to the Administration Department.

MODIFIED DUTY/RETURN-TO-WORK

The Village strives to promote a successful recovery from any work-related injury and has set up guidelines when an employee returns to work with restrictions. The opportunity for modified duty is reserved for those employees with temporary restrictions. Any corresponding reduction in job performance expectations is also only temporary.

The Village will accommodate, as much as reasonably possible, an employee's work restrictions for any work-related injury. The decision as to whether there is modified duty work available that is consistent with the employee's restrictions will be made on a case-by-case basis. The Village does not have any permanent modified duty positions. It is the employee's responsibility to be aware of their medical restrictions at all times and to communicate them to their department director or supervisor. Employees should not attempt tasks that exceed their restrictions. If an employee has questions about the task(s) at hand and his/her restrictions,

they should talk to their department director or supervisor immediately. Employees must also comply during non-work hours to ensure that restrictions are maintained.

The Village will review a modified duty assignment on periodic basis to determine whether to extend the light duty assignment beyond the initial time period and for how long. Any such decision by the Village will again be made on a case-by-case basis.

The Village counts the time that an employee with a work-related injury spends at a medical appointment, during their regularly scheduled hours, as time worked and, therefore, compensable. If an employee schedules a medical appointment outside of their regularly scheduled hours for a work-related injury, the time spent obtaining medical care is not considered compensable. However, an employee who is required to schedule a medical appointment outside of their regularly scheduled work hours for a work-related injury because the medical care provider does not have office/clinic hours that coincide with the employee's regular hours of work and not due to the convenience or preference of the employee, will be paid for the time spent obtaining the necessary care. Such time shall not result in the payment of overtime to the employee. Employees must work with and get approval from their department director or supervisors for compensable medical appointments.

When an employee returns to full duty, they must provide a physician's note with a full release to return to normal job duties.

EMPLOYEE CONDUCT AND CUSTOMER SERVICE

ATTENDANCE AND WORK SCHEDULES

Work schedules for employees vary throughout the organization. Scheduled hours of work are set by the Department Directors. Directors or Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, days of the week worked, as well as variations in the total hours that may be scheduled each day and week.

The employer places great emphasis on good attendance. Absence or tardiness places an extra burden on co-workers and undermines the efficient operation of the Village. Regular attendance is expected of every employee. It is each employee's responsibility to be on the job, on time each day, and fully able and ready to work. Although there are justifiable reasons to take time off from work, each employee's employment assumes his or her availability for work. Employees are expected to arrive at work on time, return from scheduled rest breaks and lunch breaks on time and to work until the job is completed or the employee is relieved from duty.

An employee who anticipates being absent or tardy must call in to report the absence or tardiness as soon as possible before their shift. Absenteeism or tardiness may lead to discipline, including discharge and may also be taken into consideration when the employer reviews each employee for wage changes or promotion. Two or more unexcused tardiness incidents constitute habitual tardiness or a pattern of tardiness and will be considered excessive.

The Village is always open for business, regardless of weather conditions, unless otherwise determined by the Administrator or his or her designee. Weather conditions may prevent employees from getting to work or cause them to arrive late. Employees are expected to make every reasonable effort to report to work during inclement weather. When severe weather conditions exist, it will be the responsibility of each employee to contact the employee's supervisor before the start of his or her shift if he or she is unable to report to work on time. Work time missed due to inclement weather is without regular pay for non-salaried employees. Employees may request to use vacation or personal leave time, but in the event of severe weather or other exigent circumstance, as determined by the employer, the employer's need for the employee's attendance to perform his or her duties will prevail.

Each employee is responsible for and required to accurately record his or her work time and break time each workday and each employee will be held accountable for failing to completely and accurately record his or her time. Each employee should record his or her timecard only. Each employee is responsible for accurately reporting his or her hours of work or use of paid time off. Each employee will be required to verify that the hours on the employee's timecard record are complete and accurate by signing the timecard. Errors must be immediately reported by the employee. Employees should never assume a supervisor or payroll clerk would notice or edit any time discrepancy, as this is the employee's responsibility. Hourly employees must not report in more than five minutes before the start or end of their shift unless such time has been previously authorized by a supervisor

All paid time off must be used before unpaid time off will be considered.

ASSOCIATION ACTIVITY – UNION

Employees shall conduct Association or Union business off duty unless granted permission by the Village Administrator.

COMMUNICATIONS AND CONFIDENTIALITY

Communication is a joint responsibility shared by the Village of Germantown and all employees. No information concerning the internal operations of the Village, including, but not limited to the release of records of the Village, may occur except through and with the permission of the Administrator or Village Clerk. If requests for information are received by employees, whether on or off duty, form any person, then the employee is required to politely decline to provide such information and to direct that individual to the Administrator or Village Clerk.

Because of an employee's responsibilities at the village, an employee may have access to confidential and sensitive information. This may include information concerning a resident's financial status, the Village's business practices including purchasing and negotiating strategies, and employee records. This sensitive information can not be disclosed to any personnel who do not have a legitimate business need to know such information or to persons outside of the Village without the determination of the Village Administrator or Department Directors designated by the Administrator. All employees are responsible for protecting the confidentiality of this information.

The Village's custodian of records is responsible for the disclosure of records pursuant to requests for records under Wisconsin's Public Records Law. Unless directed by the Village's custodian of records, employees shall not act as the Village's custodian of records or disseminate information. The Village's custodian of records is the Office of the Village Clerk.

The Village acknowledges the right of its employees, as citizens in a democratic society to speak out on issues of public concern. When those issues are related to the Village however, the employee's expression must be balanced against the interests of the Village. In situations in which the employee is not engaged in the performance of professional duties, the employee should state clearly that his or her expression represents personal views and not necessarily those of the Village.

CONCEALED CARRY

Possession of a handgun or other weapon will not be allowed in Village Buildings, vehicles or facilities or during the course of Village employment unless permission is granted by the Village Administrator**.** Employees with a valid concealed carry permit must keep their handgun or other weapon while working in the employee's own motor vehicle, in a case, unloaded and out of sight.

CONFLICTS OF INTEREST

The successful operation and reputation of the Village of Germantown and our employees and leaders is built upon the principles of fair dealing and ethical conduct of our employees. The Village's reputation for integrity and excellence requires careful observation of the spirit and letter of all applicable laws and regulations, as well as scrupulous regard for the highest standards of conduct, trust and personal integrity.

The continued success of the Village is dependent upon maintaining the public's trust and those with whom each employee serves. Employees will conduct business in accordance with the letter, spirit and intent of all relevant laws, and employees will refrain from any illegal, dishonest, or unethical conduct.

No public officer or employee shall use or permit the use of employer property for personal convenience or profit, except when such services are available to the public generally or are provided as policy for the use of such officer or employee in conduct of official business, as authorized by the employer.

No employee shall engage in any business transaction with the employer, or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his or her official duties or will tend to impair his or her independence, judgment or action in the performance of his or her official duties. Any employee who has a financial interest, including employment, in any business entity entering into, proposing to enter into or bidding on any transaction with the employer, or as part of his or her official duties will be making an official decision or recommendation affecting a business competitor, client or regular customer, shall disclose such interest to the Village Administrator.

No employee, including persons or firms engaged to provide professional services to the employer, shall represent, for compensation, private interests before the employer without disclosure of the relationship and explicit consent of the employer.

No employee shall disclose or use confidential information of the employer to advance the financial or other private interest of the employee or others.

No employee shall accept anything of value whether in the form of a gift, service loan or promise from any person, who, to the employee's knowledge, had a direct financial interest in any transaction or official business with the employer, which may tend to impair his independence of judgment or action in performance of his official duties.

DRESS CODE – PERSONAL APPEARANCE

Employees are expected to dress in a professional manner befitting their jobs with due consideration to the needs of the employer, the perception of the public, vendors, and fellow employees. All employees must be well groomed, unkempt appearance can offset many other fine qualities and can negatively reflect the employer's image. Department supervisors and directors may establish specific dress code requirements, including uniforms, for each department that are designed to reflect the professionalism of the workplace. All protective clothing must be worn during required activities and removed when leaving the designated work area.

Clothing with messages, other than messages authorized or approved by the employer, sweatpants, low-cut tops, torn or ripped clothing, tank tops, halter tops, "short" shorts, printed t-shirts, flip-flops, and any other clothing that may disrupt the workplace is unacceptable.

Employees who fail to dress in a professional manner will be expected to immediately change their appearance, and which may include returning home to change clothing or to groom and which shall be without compensation.

Specific Departments may establish policies regarding employee attire and possible reimbursement of costs up to a set amount for specific attire and as authorized by the Board. The decision of the Village as to whether reimbursement will occur shall be final.

ELECTRONIC MEDIA USE AND ELECTRONIC COMMUNICATIONS

PURPOSE

To better serve our citizens and give our workforce the best tools to do theirjobs, the Village of Germantown continues to adopt and make use of new means of communication and information exchange. This means that many of our employees have access to one or more forms of electronic media and services, including, but not limited to, computers, tablets (iPad), e-mail, telephones, cellular telephones, pagers, voice mail, fax machines, external electronic bulletin boards, wire services, on-line services, and the Internet (collectively "electronic media"). The purpose of this policy is to express the Village of Germantown's philosophy and set forth general guidelines governing the use of electronic media and services. By adopting this policy,

it is the Village of Germantown's intent to ensure the electronic communication systems are used to their maximum potential for business purposes and not used in a way that is disruptive, offensive to others, or contrary to the bestinterest of the Village of Germantown.

The Village of Germantown encourages the use of these electronic media and associated services because they can make communication more efficient and effective and because they are valuable sources of information. However, all employees and everyone connected with the Village of Germantown should remember that electronic media and services provided by the Village of Germantown are Village of Germantown property and their purpose is to facilitate and support Village of Germantown business. Inappropriate usage of the Village's electronic media can adversely affect the Village, interfere with the work of its employees, increase its costs, and even expose the Village to damage, liability, and security risks. No expectation of privacy in regard to use of the Village of Germantown's electronic media should be expected by the employee in any respect related to accessing, transmitting, sorting or communicating information via such media.

For purposes of this policy, "use" includes, but is not limited to, any storage, transmission, retrieval, creation, downloading, uploading, and deletion of communications, data, software, files, or other items involving or requiring the use or access of Village electronic media, whether from an on-site or off-site location, whether utilizing a device owned by the employee (i.e., personal laptop, thumb drive, etc.), or otherwise. An employee's use of the Village's electronic media constitutes acceptance of the Village's monitoring and disclosure of such use. Use of the Village's electronic media can be limited by the Village at any time for any reason. The Village may consent to the disclosure of information from use of electronic media or any other property, the Village may consent or authorize a law enforcement agency to search or review the Village's electronic media, and the Village may use such information for the Village's intentions and purposes.

No written policy can list every conceivable circumstance that relates to proper use. Village employees are professionals who are expected to exercise responsible professional judgment. The employer has complete and sole discretion to determine whether any use or access is inappropriate, even if the use in not expressly prohibited or addressed in this policy or rules. The Village may ask employees to stop any use it believes is improper. In addition, the Village may block access to any content it believes is not appropriate. Employees who do not adhere to this policy may be disciplined, which can include restriction of the electronic media use, discipline up to and including termination, and pursuit of any criminal or civil liability.
The following procedures apply to all electronic media and services that are:

- Accessed on or from Village of Germantown premises;
- Accessed using Village of Germantown electronic media and services or via Village of Germantown-paid access methods; or
- Used in a manner that identifies the individual as acting for or on behalf of the Village of Germantown; or in any way identifies the Village of Germantown.

ORGANIZATIONS AFFECTED
This policy applies to all the Village's employees, appointed and elected officeholders, volunteers, and contracted and consulting resources. When the termemployee is used within this policy, the rules and expectations of conduct also apply to these other users.

ACCESS and AUTHORITY
Each Department Head shall determine which employees in theirdepartment shall have access to the various media and services, based on business practicesand necessity and which shall have authority to communicate on behalf of the Village of Germantown.

The provisions of this Policy shall apply to the use of Village of Germantown-owned/provided electronic media and/or services from home or other locations off Village of Germantown premises. Village of Germantown-owned electronic media (e.g. laptops, tablets) may be removed from Village of Germantown premises solely for Village of Germantown work related purposes pursuant to prior authorization from the Department Head.

PROHIBITED USES OF VILLAGE ELECTRONIC MEDIA

Employees are prohibited from engaging in the following activities while using electronic media that is owned or provided by theVillage:

- Engaging in personal, non-Village related activities, including activities for gain or profit (e.g., consulting for pay or advertising or selling goods or services for personal gain), except asotherwise allowed under “Personal Use” below;
- Copying, disseminating, or printing copyrighted or other protected materials, which can include articles, images, games, and other software, in violation of the law;
- Accessing, sending, soliciting, displaying, printing, or otherwise disseminating material that is reasonably likely to harass, threaten, or embarrass others or that is obscene, defamatory,discriminatory, fraudulent, or otherwise inappropriate in a professional environment;
- Searching for, accessing, or transmitting content that is reasonably likely to be perceived as offensive or disparaging of others, including content that is sexually explicit, profane, pornographic, disrespectful, disparaging based on race, national origin, sex, sexual orientation, age, disability, religious, or political beliefs or any other legally protected basis;
- Engaging in illegal activities or using the electronic media for any illegal purposes, including initiating or receiving communications that would violate any laws or regulations;
- Engaging in activities that interfere with or disrupt the work of other employees or which are otherwise contrary to the Village's business interests;
- Except as specifically authorized, gaining access by using any access control mechanism (e.g., login name, password, etc.) not assigned to the user, or permitting anyone tohave access by using another person’s access control mechanism;
- Unless first authorized by the Village’s Administrator, downloading, transferring to or from, or deleting software or data from electronic media. Employees must never install downloaded software to networked storage devices without the assistance and approval or appropriate personnel.
- Unless first authorized by the Village’s Administrator, disabling, tampering with, or otherwise adjusting any anti-virus, anti-malware, or other similar software installed on theVillage’s electronic media.
- Engaging in any transaction or other conduct that, if done through other means other than through the use of electronic media, would not be authorized or lawful.
    - If an employee has a question about whether a particular use of the Village’s electronicmedia is proper, then he or she should contact his or her Department Head before engaging insuch use.

PERSONAL USE

Except as otherwise provided, electronic media and services are provided bythe Village of Germantown for employees' business use during Village of Germantown time.

Limited, occasional, or incidental use of electronic media (sending or receiving) for personal non-business purposes is permitted as set forth below:

- Personal use is limited to unpaid breaks, lunch or immediately before/after work;

- Personal use must not interfere with the productivity of the employee or his or her co-workers;
- Personal use does not involve any prohibited use set out in this policy;
- Personal use does not consume system resources or storage capacity on an ongoing basis;
- Personal use does not involve large file transfers or otherwise deplete system resources available for business purposes.

Village of Germantown telephones and cellular phones are to be used for Village of Germantown business. However, brief, limited, and incidental personal use is permitted during the workday. Employees should not have any expectation of privacy with respect to personal use of the Village of Germantown's electronic media or services, including use of Village telephones or cellular telephones.

ACCESS TO VILLAGE-OWNED/PROVIDED ELECTRONIC MEDIA
Employees utilizing Village-owned/-provided electronic media shall have no expectation of privacy in regard to useof such electronic media. An employee's use of the Village's electronic media constitutes acceptance of the Village's monitoring and disclosure of such use. Use of Village electronic media can be limited by the Village at any time for any reason. The Village may consent to thedisclosure of information from use of electronic media or any other property, the Village may consent or authorize a law enforcement agency to search or review the Village's technology, and the Village may use such information for its intentions and purposes.

ELECTRONIC COMMUNICATIONS SYSTEM POLICY PURPOSE
In addition to providing employees with electronic media, as defined above,the Village provides employees with access to various means of electronic communication so they may better perform their job-related duties (e.g., e-mail, instant messaging, Intranet, cell phones, pagers, etc.). The Village's electronic communications system includes all messages and data sent through or received through the Village's networks or technology either externallyvia the internet or internally and through the Village's technology (collectively the "electronic communications system"). The Village's electronic communications system is a valuable business asset. As such, appropriate usage by employees is critical.

Communications sent and received through the electronic communications system which relate to official governmental business, regardless of whether sent /or received during the business day, may constitute records under Wisconsin's Public Records Law and, therefore, constitute property of the Village. Additionally, other records, even personal in nature, may constitute records under Wisconsin's Public Records Law.

Employees shall have no expectation of privacy in their use of the Village's electronic communications system. The Village reserves the right to monitor and/or access its electronic communications system at any time and for any lawful reason. The use of such system constitutes an employee's consent to such monitoring and access, as well as compliance with this policy. Employees are prohibited from deleting any communication, document, or any other transmission of information deemed to constitute a public record under Wisconsin's Public Records Law. This prohibition applies to the deletion of public records contained on an employee's personal devices and accounts (e.g., laptops, cell phones, e-mail accounts, etc.). A safe rule of thumb for any employee is that the employee should presume any communication may be treated as a record for Public Records Law compliance purposes.

No written policy can list every conceivable circumstance that relates to proper use. The Village's employees are professionals who are expected to exercise responsible professional

judgment. The Village has complete and sole discretion to determine whether any use or access is inappropriate, even if the use is not expressly prohibited or addressed in this policy or rules. The Village may ask employees to stop any use it believes is improper. In addition, the Village may block access to any content it believes is not appropriate. Employees who do not adhere to this policy may be disciplined, which can include restriction of internet use, restriction of technology use, or discipline up to and including termination.

ORGANIZATIONS AFFECTED

This policy applies to all of the Village's employees, appointed and elected officeholders, volunteers, and contracted and consulting resources. When the term employee is used within this policy, the rules and expectations of conduct alsoapply to these other users.

MONITORING AND ACCESS TO EMPLOYEE E-MAIL

Employees should not have anyexpectation of privacy with respect to messages, files, or data sent, received, or stored on the Village of Germantown's electronic communications system. Electronic communications and files, like other types of correspondence and Village of Germantown documents, can be accessed and read by authorized employees or authorized individuals outside the Village of Germantown. Communications sent or received through the electronic communications system are subject to monitoring, access, auditing, interception, and disclosure by the Village at the Village's sole discretion and as permitted by law.

All communications sent or received through the electronic communications system may constitute a public record under Wisconsin's Public Records Law and, as a result, may be subject to disclosure under the law. Therefore, employees are prohibited from deleting any such communications so as to ensure compliance with the Village's retention requirements.

Electronic communications may reside on the electronic communications system in different recoverable forms (system backup, sent mail folders, spool queues, etc.). Employees should not assume that deleting a personal electronic communication removes all incidents of their existence. If there is a review of the information or an investigation, litigation, or other proceeding that requires or makes desirable the review or production of Employer records, it is likely that electronic communications will be requested and potentially disclosed.

Except as otherwise noted herein, the electronic communications system should not be used to communicate sensitive or confidential information. Employees should anticipate that an electronic communication might be disclosed to or read by individuals other than the intended recipient(s), since messages can be easily forwarded to other individuals and disclosure may be required or permitted by law.

The confidentiality of any electronic communication should not be assumed. Even when a communication is erased, it is still possible to retrieve and read that message. Employees should understand that electronic communication is a written form of communication, just like a paper letter. Though electronic communication is relatively spontaneous compared with regular mail, employees should take care to use the same level of discretion and forethought before executing electronic communications.

PASSWORDS AND ENCRYPTION

Access to certain electronic media and electronic communications systems may require the use of a log-in identification and password. All such log-in identifications and passwords may be assigned to an employee or may be created by the employee using such electronic media and shall be immediately filed in writing with the appropriate Department Head.

Each time an employee changes a log-in identification or password from that which is on file with the Department Head, the employee shall immediately file the new log-in identification and password with the Department Head. Whenever requested, employees are required to

cooperate with the Village for purposes of disclosing the log-in identification and password associated with electronic media or the electronic communication system. Log-in identifications and passwords constitute the property of the Village and, thus, failure to cooperate with the disclosure of such information may subject an employee to discipline, as well as pursuit of criminal or civil liability. Employees have no expectation of privacy in log-in identifications and passwords.

Unless otherwise authorized or consistent with this policy, employees are required to keep log-in identifications and passwords strictly confidential. Log-in identifications and passwords are never to be disclosed through non-confidential sources such as over the telephone, through electronic communications, or otherwise posted in public areas.

Unless otherwise authorized, employees are strictly prohibited from encrypting any data, software, files, or other information stored, received, sent, or otherwise transmitted on or through technology. Employees are likewise prohibited from installing any encryption software or programs on such technology. Employees with a business need to encrypt certain data, software, files, or other information are required to obtain written authorization from their Department Director before engaging in encryption. Any passwords and log-in information associated with an employee's encryption must be immediately filed with the appropriate Department Head, and any changes to such log-in information or passwords must be provided to the appropriate Department Head at the time of such change.

The practice of using passwords should not lead employees to expect privacy with respect to messages sent or received. The use of passwords for security does not guarantee confidentiality. Employees are responsible for creating a strong password and for changing passwords at regular intervals Employees will be provided with guidelines for creating a strong password and will be expected to follow such rules at all times. Failure to create a secure password may open the Village up to online attacks which are costly and time-consuming. Employees will be provided with training on electronic safety, including password creation and use.

PROHIBITED USES

Electronic communications should be courteous, concise, focused,and written or spoken in good business English. The same care should be used for drafting electronic communications as used for drafting any other professional written communication.

All electronic communications are unavoidably attributable to the Village. When composing electronic communications, employees should keep in mind that personal comments may be perceived as comments made on behalf of the Village.

Employees are strictly prohibited from engaging in any of the following activities while engaging in the use of the Village's electronic communications system:

- Engaging in personal, non-Village related business or entertainment on Village of Germantown time;
- Engaging in any of the activities outlined in "Prohibited Uses" under the Electronic Media Section above.
- Using another individual's electronic communications system account or identity without explicit authorization;
- Attempting to test, circumvent, or defeat security or auditing systems, without prior authorization;
- Accessing, retrieving or reading any electronic communication system messages sent to other individuals, without prior authorization from the Department Head; or
- Permitting any unauthorized individual to access the Village of Germantown's electronic communications system.

PERSONAL USE
The Village of Germantown allows limited, occasional, or incidentalpersonal use of its electronic communications system during lunch, unpaid breaks or immediately before or after work. However, personal use must not:

- Involve any prohibited use listed anywhere within this policy;
- Interfere with the productivity of the employee or his or her co-workers;
- Consume system resources or storage capacity on an ongoing basis; or involve large file transfers or otherwise deplete system resources available for business purposes.
- Incur charges or otherwise violate the terms and conditions of any contracts associated with the electronic communications system (e.g., sending pictures when a cell phone does not provide for a data package, etc.)
    - ONLINE SECURITY: Ransomware and phishing attacks are becoming more commonand employees should be vigilant against such attacks. In addition to regular training about internet and email security, employees should follow general safety rules:
- Employees should not open attachments from mysterious sources and prior to opening attachments from known senders, employees should carefully observe the content of the electronic communication and the spelling of the senders' electronic communication. When in doubt, employees should not open the attachment.
- Employees will never be asked via an electronic communication to wire money to anyone, nor will they be asked to purchase gift cards in bulk.
- Employees must follow the updating schedule for the software on their Village computers, phones, tablets and other electronic media, including system updates, softwareupdates and virus updates.
- Employees should avoid using public wi-fi systems on Village devices as much as possible.

CONFIDENTIAL INFORMATION
All employees are expected and required to protectthe Village of Germantown's confidential information. Employees shall not transmit or forwardconfidential information to outside individuals or companies without the permission of their supervisor and the Department Director.

The Village of Germantown also requires its employees to use electronic communications in a way that respects the confidential and proprietary information of others. Employees are prohibited from copying or distributing copyrighted material - for example, software, database files, documentation, or articles using the electronic communications system.

RECORD RETENTION POLICY PURPOSE
If related to official governmental business, all communications sent, received, stored, or transmitted on or through the electronic communications systems, whetherthrough the use of electronic media owned or provided by the Village or personal devices/accounts of a similar ilk, constitute public records under Wisconsin's Public Records Law. Likewise, if related to governmental business, all data, documents, or other information created, stored, or transmitted through or on electronic media owned or provided by the Villageconstitute public records under Wisconsin's Public Records Law. The retention and disclosure procedure, rules, and requirements surrounding such records are the same as those which apply to other records of the Village.

ORGANIZATIONS AFFECTED

This policy applies to all of the Village's employees, appointed and elected officeholders, and volunteers. When the term employee is used withinthis policy, the rules and expectations of conduct also apply to these other users.

PROCEDURES

Per Wisconsin's Public Records Law, whether a particular communication, document, file, etc. constitutes a public record is determined by its content, not its format. Thus, any communication, document, file, etc. that relates to official government business constitutes a record under Wisconsin's Public Records Law. Communications, documents, files, etc. that relate to purely personal matters may nonetheless constitute a record, either in whole or in part, depending on the totality of circumstances. As such, employees are prohibited from deleting communications, documents, files, etc. from Village- owned/-provided electronic media or the electronic communications system without first obtaining authorization from the Village's Clerk, Chief of Police, or their designees. Likewise, because communications, documents, files, or other types of information that relate to official governmental business constitute records under the Public Records Law, the Village reserves the right to monitor, access, audit, and disclose such communications, documents, files or othertypes of information to the extent permitted by law. Employees shall have no expectation of privacy with respect to such communications, documents, files, or other types of information, even if purely personal in nature, when using or accessing the Village's electronic media or electronic communications system.

Employees have an on-going obligation to cooperate in the production, inspection, and disclosure of all records in their possession, regardless of where such records are located, stored, or otherwise maintained, including when a public record is stored on an employee's personal electronic device or account. For this reason, employees are strongly discouraged from storing or maintaining records on personal electronic devices or within personal electronic communication systems. Failure to avoid the storage or maintenance of public records on one's personal electronic device or electronic communications system may require the employee to permit inspection of such device or communication system by the Village so that the Village may fulfill its legal obligations under Wisconsin's Public Records Law.

The determination as to whether a particular document, communication, or other piece of information constitutes a public record shall be at the sole discretion of the Village's Legal Custodian(s) (i.e., the Village Clerk, Chief of Police, or their designees). Likewise, the determination as to whether disclosure of a public record, either in whole or in part, is required under Wisconsin's Public Records Law shall be at the sole discretion of the Village's Legal Custodian(s).

If an employee has a question as to whether a particular document, communication, or other piece of information constitutes a record, or as to their obligations under this or the Village's records retention policy, then the employee should contact their Department Head before taking any action with respect to such potential record.

COMPONENTS OF AN ELECTRONIC COMMUNICATIONS RECORD

An electronic communications record is defined to include the message, the identities of the sender and all recipients, the date, and any non- archived attachments to the message. Any return receipt indicating the message was received by the sender is also considered to be part of the record.Other portions of the message, such as the metadata associated with it, may also constitute aportion of the record.

SAVNG AND ARCHIVING ELECTRONIC COMMUNICATION RECORDS
Electronic communication records to be retained shall be archived to an archival media, network drive orprinted out and saved in the appropriate file. Any officer, department head, division head, or employee of the Village of Germantown may request assistance from the Legal Custodian of records (the Village of Germantown Clerk or the Clerk's designee, except that the Chief of Police is Legal Custodian of Police Department records) in determining whether an electronic communication is a public record.

RESPONSIBILITIES FOR E-MAIL RECORDS MANAGEMENT

Legal Custodian: Electronic communication records of a Village of Germantown authority having custody of records shall be maintained by the Village Clerk or, if a record related to the Police Department, the Chief of Police.

Information Technology Consultant: If electronic communications are maintained in an on-line data base, it is the responsibility of the I.T. Consultant to provide technical support for the Village Clerk or Chief of Police as needed. When equipment is updated, the I.T. Consultant shall ensure that the ability to reproduce e-mail in a readable form is maintained. The Information Technology Consultant shall assure that e-mail programs are properly set up to archive electronic communications as required by the Village Clerk or Chief of Police.

PUBLIC ACCESS TO ELECTRONIC COMMUNICATION RECORDS
If a Department receives a public records request for release of an electronic communication, the Legal Custodian of the record shall determine if it is appropriate for public release, in whole or in part,pursuant to law, consulting the Village Administrator and or Village of Germantown Attorney, if necessary. As with other records, access to or electronic copies of disclosable records shall be provided within a reasonable time.

POLICY VIOLATIONS
Employees who do not adhere to any portion of this policy may be disciplined, which caninclude restriction of use with regard to electronic media or the electronic communications system or discipline up to and including termination or removal from office. Severe violations of this policy may also subject an employee to civil liability and criminal prosecution.

GRIEVANCE PROCEDURE

STATEMENT OF PURPOSE
The Village of Germantown has established this Grievance Procedure for a Village employee to utilize for matters concerning employee discipline, termination, or workplace safetycovered by this Grievance Procedure. This Procedure provides each employee with the individual opportunity to address concerns regarding employee discipline, termination or workplace safety matters, to have those matters reviewed by an Impartial Hearing Officer, and to appeal to the Village Board.

An employee shall use this Grievance Procedure for resolving disputes regarding employee termination, employee discipline or workplace safety issues covered by this Procedure. The Village Board expects the employee and management to exercise reasonable efforts to resolve any questions, problems or misunderstandings prior to utilizing the Grievance Procedure. An employee subject to a contractual grievance procedure shall follow the contractual grievance procedure to the extent those procedures cover the matters covered by the Grievance Procedure. An employee subject to statutory dispute resolution procedures shall be subject to those procedures to the extent those procedures cover the matters covered by the Grievance Procedure. This Grievance Procedure does not create a legally binding contract.

The Village of Germantown reserves all rights and this procedure does not create a contract of employment. Employees of the Village of Germantown are employed at-will and may resign with or without reason. The Employer may terminate the employment relationship at any time with or without reason and without violation of applicable law.

DEFINITIONS

"Termination". "Termination" means a separation from employment by the employer for disciplinary or quality of performance reasons. "Termination" does not include layoff, furlough or reduction in workforce, job transfer, non-disciplinary demotion, reduction or position elimination based on failure to meet qualifications, resignation, abandonment, retirement, nonrenewal of contract, death, separation as a result of disability, action taken pursuant to an ordinance created under s. 19.59(1m), or the end or completion of temporary employment, seasonal employment, contract employment, or assignment.

"Employee Discipline". "Employee discipline" means an employment action that results in disciplinary suspension with or without pay, disciplinary termination, or disciplinary demotion. "Employee discipline" does not include oral reprimands or warnings, written reprimands or warnings, performance improvement plans, performance evaluations or reviews, documentation of employee acts or omissions, administrative leave or suspension with or without pay, non-disciplinary wage, benefit or salary adjustments, changes in assignment, action taken pursuant to an ordinance created under s. 19.59(1m), or other non-material employment actions.

"Employee". "Employee" shall not include employees subject to a collective bargaining agreement addressing employee discipline, termination and workplace safety, statutorily appointed individuals identified specifically in statute as serving at the pleasure of an appointing authority, elected officials, and independent contractors.

"Workplace Safety". "Workplace safety" shall be narrowly construed and not construed to include basic conditions of employment unrelated to physical health and safety. "Workplace Safety" means conditions of employment related to the physical health and safety of employees, as long as such conditions are not enforceable under state or federal law, and includes safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risk. "Workplace safety" does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, sick, family, or medical leave, work schedules, breaks, termination, vacation, performance reviews, and compensation.

TIMELINES AND GRIEVANCE FORMAT

Verbal Grievance and Dispute Resolution. Within fourteen (14) calendar days of the termination, employee discipline or actual or reasonable knowledge of the workplace safety issue and prior to filing a written Grievance, the Grievant must discuss the dispute with the supervisor who made the decision. The supervisor and employee must informally attempt to resolve the dispute. The supervisor shall notify the Village Administrator of this meeting and the results of the meeting.

Written Grievance Submission. The employee must file a written Grievance within fourteen (14) calendar days of the termination, employee discipline or actual or reasonable knowledge of the workplace safety issue. The Grievance must be in writing and must be filed with the supervisor and with a copy to the Village Administrator. The Grievance shall contain a clear and concise statement of the pertinent facts, the dates the incidents occurred, the identities of the persons involved, documentation related to the Grievance in possession of the Grievant, the steps taken to informally resolve the dispute and the results of those discussions, all reasons why the actions of the supervisor should be overturned, if applicable, and the remedy that should be issued. A Grievance alleging a workplace safety issue shall identify the workplace rules allegedly violated, if applicable.

Administrative Response. Representatives of the Village's Administration shall meet with the Grievant within fourteen (14) calendar days of receipt of the written Grievance to discuss voluntary resolution of the Grievance. If those discussions do not resolve the Grievance, then the Administration will provide a written response to the Grievance within five (5) calendar days of the meeting. The written response shall contain a statement of the date the meeting between the Administration and the Grievant occurred, the decision to sustain or deny the Grievance, and the deadline for the Grievant to appeal the Grievance to an Impartial Hearing Officer. The written response shall be hand delivered or sent by certified mail to the Grievant.

Impartial Hearing. The decision of the Administration shall be final unless the Grievant files a written appeal requesting a hearing before an Impartial Hearing Officer. The written appeal shall be filed with the Village Clerk and Village Administrator within ten (10) calendar days of the date the Administrative Response is sent to the Grievant. The Impartial Hearing Officer shall file the written decision within fifteen (15) calendar days of the close of the hearing.

Appeal for Review. Either party may file a written request for review by the Village Board within ten (10) calendar days of receipt of the Impartial Hearing Officer's written decision. Either party may file a written request for reconsideration by the Village Board within ten (10) calendar days after the Village Board acts on the Impartial Hearing Officer's written decision and issues the Village Board's decision.

Decision of the Governmental Body. The Village Board shall make a decision regarding whether or not a meeting will be held within thirty (30) calendar days of the appeal or request for reconsideration. A decision by the Village Board will be made within sixty (60) calendar days of the filing of the appeal for review unless the Board extends this timeframe.

Importance of Timelines and Process. A Grievance will be processed pursuant to the established timelines. A Grievant may advance a Grievance to the next step if a response is not provided within the designated timeframes. A Grievant may not file or advance a Grievance outside of the designated timeframes. The Administration may advance a Grievance to the next step at the written request of either the Grievant or the Administration. The timelines may be modified by mutual agreement of the Grievant and Administration. The failure of the Grievant to follow the timelines and other requirements in this policy shall result in the Impartial Hearing Officer not having jurisdiction over this matter and shall terminate the Grievance Procedure for that Grievance. The Impartial Hearing Officer shall have the authority to determine whether the Impartial Hearing Officer has jurisdiction, which may be subject to review by the Village Board.

Scheduling. Grievance meetings and hearings will typically be held during the Grievant's off-duty hours. Time spent in Grievance meetings and hearings will not be considered as compensable work time.

Individual claim. Any Grievance filed regarding workplace safety must relate to issues personal to the Grievant filing the Grievance and may not relate to, without limitation by enumeration, safety or property of third parties. A Grievance filed regarding workplace safety must be filed by the Grievant claiming he or she has been personally affected by the alleged workplace safety violation.

HEARING PROCEDURE

Selection of the Impartial Hearing Officer. Following receipt of the appeal requesting a hearing before an Impartial Hearing Officer, the Administration shall provide the name of the person who shall serve as an Impartial Hearing Officer.

Pre-Hearing Conference and Timelines. The Administration, Grievant and Impartial Hearing Officer shall conduct a pre-hearing conference and select a date for hearing not more than forty-five (45) calendar days from the date of the appeal. The Impartial Hearing Officer shall assign dates for preliminary matters that may arise prior to the hearing.

Conciliation. Prior to the Hearing, the parties and Impartial Hearing Officer may engage

in conciliation meetings to resolve the dispute. In cases involving allegations of workplace safety, the conciliation meeting shall be mandatory and shall occur not more than ten calendar days after assignment to the Impartial Hearing Officer. The Impartial Hearing Officer's involvement in any conciliation process shall not disqualify the Impartial Hearing Officer from hearing and deciding the merits of any Grievance unless all parties agree to replace the Impartial Hearing Officer.

Representation. The Grievant shall have the right to representation during the Grievance Procedure at the Grievant's expense. The representative must not be a material witness to the dispute.

Record of Proceedings. The Impartial Hearing Officer shall conduct the proceedings and make a record of the proceedings. Following the issuance of the decision, the record shall be provided to the Village Clerk for preservation.

Burdens. The Grievant shall bear the burden of production and burden of proof. The rules of evidence shall not be strictly followed, but no factual conclusions may be based solely on hearsay evidence. Not less than ten days prior to the hearing, the Grievant and the Administration shall exchange lists of witnesses and documentary evidence that they intend to introduce at the proceedings.

Written Response. After receiving the evidence and closing the hearing, the Impartial Hearing Officer shall issue a written decision. The Impartial Hearing Officer may request oral or written arguments and replies. The written decision shall contain findings of fact, analysis and a recommendation for resolution. The Impartial Hearing Officer must answer the following question: Based on the preponderance of the evidence presented, has the Grievant proven the decision of the Administration was arbitrary or capricious?

Powers of the Hearing Officer. The Impartial Hearing Officer shall have the power to issue a written decision to the Grievance. The Impartial Hearing Officer shall have no power to compel any remedy, but the Impartial Hearing Officer may recommend a remedy. Remedial authority shall be subject to the determination and final approval of the Village Board and shall be addressed by the Village Board.

DECISION OF VILLAGE BOARD AND APPEAL TO VILLAGE BOARD

Review and Decision by Village Board. Upon appeal or recommendation for implementation of a remedy, a copy of the written decision and record shall be provided to the Village Board. The Village Board may decide, in each situation, whether it will review the record and written response of the Impartial Hearing Officer and make a decision, whether it will assign an Impartial Hearing Officer to create a recommendation for the Village Board's review, whether it will hold a new hearing and make an independent decision, whether it will exercise the Village Board's remedial authority, whether it will reconsider its decision or whether it will exercise other authority within the power of the Village Board. The manner and process of review is the sole choice of the Village Board.

Written Appeal or Request for Reconsideration. Prior to the Village Board making its decision, either party may file a written notice of appeal of the Impartial Hearing Officer's written response. The written notice of appeal shall contain a statement explaining the reasons for the appeal and a copy of the Grievance, the Administration's response to the Grievance, and the Impartial Hearing Officer's written decision. The written notice of appeal may not include information that was not presented at the Hearing. After an appeal to the Village Board is considered or after the Village Board issues the decision, either party may file a written request for reconsideration by the Village Board. The written request for reconsideration shall contain a statement explaining the reasons for reconsideration. The written request for reconsideration may not include information that was not presented at the Hearing. The written notice of appeal or request for reconsideration shall be filed with the President of the Village Board and with a

copy to the other party.

Additional Information. The Village Board may offer the Grievant and the Administration the opportunity to provide information to the Village Board in a meeting duly noticed for closed session or open session discussion. The Village Board may request written or oral arguments from each party.

Decision. All decisions of the Village Board involving the Grievance shall be by simple majority vote and in writing and filed with the Village Clerk within five days of the date of the final decision. A copy of the final decision shall be provided to the Grievant and the Administration and any request for reconsideration shall be filed within ten calendar days of the date the decision is issued. The Village Board's decision is final and is not subject to appeal.

LIMITATIONS OF THE SCOPE OF THE GRIEVANCE PROCEDURE

The scope of a Grievance that is subject to the jurisdiction of a governmental body or specific procedure by other Wisconsin Statutes shall be governed by those statutes and not the Grievance Procedure.

The scope of a Grievance that is subject to a grievance procedure in a collective bargaining agreement may not be brought forth under this Policy.

The scope of a Grievance that is subject to other policy or ordinance for formal or informal investigation or dispute resolution procedures may not be brought forth under this Policy.

Employees of the Germantown Community Library, under the direction Library Board, shall have its Grievance Procedure distributed to its employees upon hire or request.

POLITICAL ACTIVITY

As citizens, Village employees have the right to engage in political activities. Such activities may not take place on work time or Village property or otherwise interfere with the performance of the employee's job. While off-duty, employees may not engage in political activity in uniform.

RULES OF CONDUCT AND DISCIPLINARY PROCEDURES

Public service as an employee of the Village of Germantown is a privilege and not a right. The Village desires to employ individuals who will serve the public, who will protect and further the trust and confidence the public has placed in its servants, and who strive for professional growth and effective service.

High quality performance, honesty, respect, reliability, professionalism and good judgment are fundamentally required of each employee. Other standards of conduct exist in order to maintain an orderly and efficient working environment and for preservation of the public's trust in its public servants. The Rules of Conduct apply to all employees

The primary objectives for each employee are to protect and further the public's trust and confidence and to perform at a high-quality level so that our citizens, businesses, representatives of other entities, coworkers, and visitors receive high quality services from each employee. Conduct that is inconsistent with those objectives or in violation of policy or general expectations of professional conduct is forbidden and will subject the offending employee to discipline up to and including discharge. The employer has established these Rules of Conduct and its policies and expectations of conduct in furtherance of the effective operation of the village, to further these objectives, and for the employee to have a successful career.

No list of rules or types of unacceptable conduct can substitute for the sound and reasonable judgment expected of each employee. It is impossible to list every conceivable type of unacceptable conduct contrary to the interests of the employer. While it is impossible to list

all types of unacceptable conduct, the employer believes certain acts of misconduct, standing alone, warrant serious discipline up to and including discharge, such as the following:
Dishonest, misleading, or deceptive conduct
Circumventing the chain of command
Undermining the authority of a supervisor
Refusing or failing to follow an order or directive
Theft or misappropriation of employer property or the property of others, including theft of worktime, excessive time at break periods, misuse of sick leave or other designated leave, misrepresenting work time, or failing to accurately record work time
Failing to completely and accurately document relevant information
Leaving the job without permission
Causing or working unauthorized overtime
Failing to cooperate with others
Engaging in conduct that creates an unsafe work environment
Fighting, threats, intimidation or harassment of others
Damage or defacing of employer or employee property
Misuse or unauthorized use of employer property
Possession, use, or being under the influence of drugs or alcohol while on duty
Unauthorized or unlawful use or possession of a handgun or other weapon
Engaging in immoral conduct
Engaging in illegal conduct
Absence of two workdays without notice
Excessive absenteeism or tardiness
Failing to promptly report absence or tardiness
Working another job while absent
Disclosing confidential information to unauthorized sources
Loafing or sleeping on the job
Misuse of licenses, patents or copyrights while or work time or using work resources
Unauthorized solicitations or distributions
Failure to promptly report defective equipment or safety hazard
Failure to report injury or accident immediately
Horseplay or violation of safety rules
Engaging in conduct or activities which serve to lengthen the healing period for a work-related injury
Substandard quality or quantity of work, including deliberate reduction of output
Failure to complete assignments promptly and accurately
Smoking in unauthorized areas
Unprofessional appearance
Discourteous treatment of others
Profane or disrespectful conduct
Conducting personal business on Employer time or property, including promoting or selling any item or soliciting
Failing to fully comply with policies
Failing to comply with expectations of conduct communicated to an employee
Failing to report a possible violation of the rules or policy through the chain of command
The Employer reserves the right to modify this list at any time or determine whether any other conduct is contrary to the interests of the employer and warranting of disciplinary action up to and including discharge.

CORRECTIVE ACTION

The Employer treats all violations of policy, rules of conduct and general expectations of professional conduct very seriously. Violations of these policies, the rules, and general expectation of conduct can subject an employee to discipline, up to and including discharge.

The employer's corrective action program is designed to encourage individuals to be high quality employees and to remove employees from service who cannot or will not meet that high standard of performance. Some discipline is intended to be corrective in nature to allow the employee the opportunity to rehabilitate his or her conduct, and employee misconduct may call for severe forms of discipline such as suspension, transfer, demotion, terminations or other action.

In some cases, dismissal of an employee is appropriate because of the seriousness or continuation of unacceptable conduct. The appropriate level of discipline is determined by management on a case-by-case basis, and any pre-termination disciplinary measure may be passed over in favor of more severe discipline including termination of the employee. The Employer's use of any form of progressive discipline does not change any employee's status as an at-will employee or create any additional contractual rights.

Investigative and Administrative Leave

The Village will determine the scope, duration, and strategy of internal investigations. The employer reserves its right to place an employee on administrative leave, with or without pay. The determination of whether leave will be with pay or without pay is reserved to the Village Administrator. The employer may place an employee on administrative leave pending an internal investigation, pending disposition of a criminal matter, or for other reasons determined by management.

SECONDARY EMPLOYMENT

Employment with the Village of Germantown by regular full-time employees and part time employees scheduled to work more than twenty hours per week, should be considered the employee's primary employment. Secondary employment with other entities must not conflict, whether real or implied, with the duties of the employee. Police Department employees must receive permission from the Chief of Police to engage in secondary employment. The Village has prior call upon the services of its employees, regardless of any conflict with secondary employment. An employee who engages in secondary employment must clearly define himself or herself as an employee of the secondary employer and not act or treat himself or herself as an employee or agent of the Village of Germantown. The Village may terminate the employment of an employee whose secondary employment may interfere with the performance of his or her work, where a conflict, whether real or implied exists, where the interests of the Village are impacted as a result or where such employment or conduct negatively affects the image of the Village or employees. An employee shall not be permitted to conduct business of the secondary employer during any hours of which the employee is being paid by the Village or on its premises. An employee shall not be permitted to work for another employer while on a leave of absence or while absent for illness from the Village.

SEXUAL AND OTHER UNLAWFUL HARASSMENT, DISCRIMINATION, AND RETALIATION POLICY

PURPOSE

A fundamental policy of the Village of Germantown is that the work-place is for performing high quality work and to serve the interests of the Village and the public. All employees, officeholders, interns, volunteers, and paid on call staff must provide a workplace

free from unnecessary tensions and where employees and other persons as described herein behave courteously and professionally at all times. In particular, an atmosphere of tension created by conduct not related to work—including animosity caused by ethnic, racial, sexual, or religious remarks, unwelcome sexual advances, requests for sexual favors, or similar harassing or discriminating conduct—does not belong in the workplace.

The Village Board is committed to providing a professional work environment free from unlawful and unwelcome harassment, discrimination, or retaliation. This means that the Village will not tolerate any form of unlawful harassment, discrimination, or retaliation. This includes inappropriate conduct directed at an employee or applicant for employment because of his or her sex (including sexual orientation, gender identity, transgender status, and pregnancy), race, color, national origin, age, disability/handicap, religion, creed, genetic information or history, marital status, participation in the military reserve and veteran status, arrest and conviction record, use or nonuse of lawful products off the employer's premises during nonworking hours, or declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other legally protected characteristic.

The purpose of this policy is to provide procedures for preventing, reporting, investigating and resolving complaints of unlawful harassment, discrimination and retaliation. The Village condemns and will not tolerate, condone or allow unlawful harassment, discrimination or retaliation by any employee, elected or appointed officeholder, or non-employees who conduct business with the Village. The Village considers harassment, discrimination and retaliation of others for any reason based on one's protected status to be forms of serious misconduct worthy of discipline up to and including termination or removal, and other prompt and appropriate remedial response designed to end the prohibited behavior. The Village will take direct and immediate action to prevent such behavior and to remedy confirmed instances of unlawful harassment, discrimination and retaliation. Repeated violations, even if perceived as minor, will also result in significant levels of response. To fulfill this policy, the Village wants employees, applicants for employment and others to report this behavior and to cooperate in the Village's efforts to eradicate this behavior from the workplace.

This policy governs the Village's expectations involving unlawful harassment, discrimination or retaliation based on a protected status. For example, an employee may be dissatisfied with the decisions of supervisors regarding evaluations, compensation, discipline or other management decisions, such conduct that is unrelated to one's protected status is not governed by this Policy. Nonetheless, the Village believes that an unprofessional work environment for any reason is disruptive to the workplace and should not be tolerated. While this policy governs unlawful harassment, discrimination, and retaliation, the Village also cares about the interests of employees in other circumstances where an unprofessional environment exists, and in those circumstances, Employees are expected to raise those concerns directly to the employee's supervisor and work through the chain of command.

Individuals protected under this policy include all employees and applicants. Any unwelcome conduct that originates from a non-employee (e.g., elected and appointed officeholders, contractors or visitors) will be investigated in accordance with this policy under the authority of the Village Board issued through this Policy that has been approved by the Board.

UNDERSTANDING UNLAWFUL HARASSMENT, INCLUDING SEXUAL HARASSMENT, DISCRIMINATION, AND RETALIATION

Discrimination

Discrimination means treatment of a person in an illegal unjust or prejudicial manner based on protected status under the law where no reasonable distinction can be found between those favored and those not favored. For example, discrimination is any policy or action taken

related to recruiting, hiring, promotion, pay or training that results in an unfair disadvantage to either an individual or group of individuals who are considered part of a protected class.

Retaliation

Retaliation means to discriminate, harass, take tangible employment action against an employee, or otherwise punish or take adverse action against an employee because the employee filed a charge of discrimination, because they complained to the Village about harassment or discrimination on the job, or because the employee participated in an employment harassment or discrimination proceeding (such as an investigation or lawsuit).

Prohibited Harassment, including Sexual Harassment.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made, either explicitly or implicitly, a term or condition of employment; or
- Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's performance or creates an intimidating, hostile or offensive working environment.

Verbal sexual harassment includes, but is not limited to, sexual innuendos, degrading or suggestive comments, repeated pressure for dates, jokes of a sexual nature, unwelcome sexual flirtations, degrading words used to describe an individual, obscene or graphic descriptions of an individual's body, or threats that job, wages, assignments, promotions or working conditions could be affected if the individual does not agree to a suggested sexual relationship.

Non-verbal sexual harassment includes, but is not limited to, sexually suggestive or offensive sounds, whistling, catcalls, or obscene gestures, sexually suggestive or offensive objects or pictures, inappropriate usage of voicemail, e-mail, the internet or other such communications and actions as a means to express or obtain sexual material, comments, and printed or written materials, including offensive cartoons. This includes any material which inappropriately raises the issues of sex or discrimination or when an employee is treated differently than other employees when they have refused an offer of sexual relations or participation in harassing behavior.

Physical sexual harassment includes, but is not limited to, unsolicited or unwelcome physical contact of a sexual nature, which may include touching, hugging, massages, kissing, pinching, patting or regularly brushing against the body of another person.

Other forms of unlawful harassment or discrimination include, but are not limited to, persistent and unwelcome conduct or actions or conduct that is objectively unreasonable or offensive and that could result in a hostile or intimidating working environment based on one or more protected statuses according to applicable law. Conduct may be unwelcome despite participation by the offended employee and despite the fact that the offended employee does not tell the accused that the conduct is unwelcome.

Harassment or other inappropriate behavior can range from extreme forms such as violence, threats, or physical touching to less obvious actions like ridiculing, teasing, or repeatedly bothering colleagues or subordinates or refusing to talk to them. For example, harassment or other inappropriate behavior may include the following types of conduct:

- Derogatory or insensitive jokes, pranks, or comments;
- Slurs or epithets;
- Unwelcome sexual advances or invitations;
- Non-verbal behavior such as staring, leering, or gestures;
- Ridiculing or demeaning comments;
- Innuendos or veiled threats;

- Intentionally excluding someone from normal workplace conversations and making someone feel unwelcome;
- Intentionally withholding information from an individual in such a way that impacts their ability to perform their job
- Intentionally including or excluding any individual from workplace activities, assignments, promotions, raises or responsibilities based on their protected status or their refusal to participate in or tolerate sexual harassment
- Displaying or sharing offensive images such as posters, videos, photos, cartoons, screensavers, emails, or drawings that are derogatory or sexual;
- Offensive comments about appearance, or other personal or physical characteristics, such as sexually charged comments or comments on someone's physical disability;
- Unnecessary or unwanted bodily contact such as groping or massaging, blocking normal movement, or physically interfering with the work of another individual; or
- Threats or demands that a person submit to sexual requests as a condition of continued employment or to avoid some other loss and offers of employment-related benefits in return for sexual favors.

This list of examples is not exhaustive, and there are other behaviors that constitute unacceptable harassment under the policy. Any conduct described above may also be inappropriate outside the workplace if the conduct may adversely affect the work environment; this includes both work and personal email, text messages and social media posts. Similarly, a consensual relationship does not justify inappropriate displays of affection or other sexual statements or activities during working hours or any work-related functions. Any questions about whether particular conduct is prohibited under this policy should be discussed with the employee's supervisor or department director.

Harassment may be subtle, manipulative, and is not always obvious. It does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome and is personally offensive. Harassment can happen regardless of the individuals' gender, gender identity, or sexual orientation, and can, for example, occur between same-sex individuals as well as between opposite-sex individuals, and does not require that the harassing conduct be motivated by sexual desire. Harassment can be focused on someone's perceived desirability or lack thereof; sexual objectification- favorably or negatively- is unacceptable. Likewise, these same principles hold true for harassment based on other protected statuses where the offending party possesses the same or similar protected status as the target of the offending behavior.

The excuses of the offending party, while important, are not necessarily forgiving or tolerable. For example, "I was joking" or "I didn't mean it that way" are not defenses to allegations of harassment or inappropriate behavior. Nor is being under the influence of alcohol or other substances an excuse for violating this policy.

This policy applies to conduct at work and at work-related social events, office parties, off-site work-related activities, email, text messages, social media and other matters where the work environment is affected by such behavior. Employees and elected and appointed officeholders are expected to be particularly careful about what they say and do in these circumstances and when interacting with one another.

RESPONSIBILITIES

Responsibilities of All Employees and Officeholders

Each employee and officeholder is responsible for assisting in the prevention of unlawful harassment, discrimination and retaliation by the following acts:

- Refraining from conduct prohibited by this policy as defined above, including the participation in or encouragement of actions that could be perceived as harassment, discrimination or retaliation based on a protected status;
- Behaving courteously and professionally toward others both inside and outside work;
- Reading this policy and fully understanding and complying with its requirements;
- Immediately and thoroughly reporting acts of harassment, discrimination or retaliation or other prohibited conduct through the reporting procedure identified in this policy, whether it is personally experienced or if it is witnessed; and
- Encouraging any person who confides that he or she is being harassed, retaliated or discriminated against to report these acts and reporting these acts if they are observed but not reported.

Employees and officeholders are expected to cooperate fully in any investigation, whether or not they are directly involved in the incident. They shall not take any action that would discourage another person from reporting prohibited conduct or cooperating in an investigation of alleged prohibited conduct.

Responsibilities of Supervisors and Elected and Appointed Officeholders

Supervisors and elected and appointed officeholders are an essential part of cultivating and maintaining a workplace free of harassment. A higher standard of conduct applies to those in these positions. They are expected to know and enforce the rules and set a good example for all employees. To further the interests of this policy and promoting a harassment-free workplace, they shall be responsible for preventing prohibited activities as defined above by complying with the above-referenced responsibilities and by:

- Monitoring the work environment as practical for signs of harassment, discrimination, retaliation and other prohibited conduct;
- Informing employees of the types of prohibited behavior, and the procedures for reporting and resolving complaints of harassment, discrimination and retaliation;
- Stopping any observed behavior that may be prohibited conduct and taking appropriate steps to intervene and report behavior, whether or not the involved employees are within his or her line of supervision;
- Listening to employees' concerns and complaints. Complaints and questions are an opportunity to take action and correct a situation before it escalates. Ask the reporting employee what he or she wants to see happen next. Do not promise to honor the reporting employee's wishes, but do give them consideration. Do not promise confidentiality, due to the need to investigate properly. However, assure the employee that their complaint will be handled with as much confidentiality as practical for the reporting employee, witnesses and the accused; and
- Taking immediate action to prevent retaliation toward the complaining party or witnesses and to eliminate a hostile work environment where there has been a complaint of harassment, discrimination or retaliation pending the investigation.

Each supervisor and officeholder has the responsibility to assist any employee who comes to them with a complaint of harassment, discrimination or retaliation by documenting and filing a complaint in accordance with this policy. They are obligated to report harassment. Failure to carry out these responsibilities may be grounds for discipline, censure, or removal.

PROCEDURES

A. If the employee feels comfortable doing so, any employee experiencing or observing harassment, discrimination or retaliation is encouraged, but not required, to inform the perpetrator that his or her actions are unwelcome and

offensive and that the person should stop such behavior. This initial contact can be either verbal or in writing. The employee should document in writing all incidents in order to provide the fullest basis for investigation if needed.

B. Any employee who believes that he or she is being harassed, discriminated or retaliated against (for example, a target of offending behavior and a complainant) or who witnesses such conduct (for example, a witness who becomes a complainant) is expected to report the incident as soon as possible to any of the following persons so that preventative measures may be considered and taken to end any prohibited harassment, discrimination or retaliation, and so that appropriate investigative and corrective actions may be initiated:
   1. Village Administrator;
   2. Village Chief of Police;
   3. Village Clerk;
   4. Village Board President or Village Administrator, if such conduct is engaged in by an elected or appointed officeholder of the Village; and
   5. Village Board President, Village Clerk, or Chief of Police, if such conduct is engaged in by the Village Administrator.

   A supervisor who receives this information from a subordinate must report the information to the Village Administrator, Village Clerk, Village Board President, or the Chief of Police.

C. The Village will take appropriate steps to protect the complainant and target from further harassment and retaliation during the investigation process. Actions such as a schedule change, transfer or leave of absence could appear retaliatory, so it is important that the employer and the complainant or target work together to find an appropriate solution.

D. The Village will determine the appropriate course of action to promptly address the complaint, including any immediate remediation of the behavior. The Village may initiate its investigation or have the parties involved engage in conciliatory efforts to resolve the matter, if acceptable to the target of the offending behavior. The conciliation process is voluntary and seeks to resolve problems by allowing the affected parties to present their issues and then assisting them in arriving at effective, reasonable solutions agreeable to all. The conciliation process is not appropriate for all situations and will not resolve all issues. The conciliation process may be initiated before or after the employee has filed an internal complaint When solutions have been identified, management will follow up to ensure that the implementation has been carried out and is effective.

E. The Village Board may initiate an investigation and designate investigators for any matter involving allegations against a Board member, the Board President, the Administrator, or an appointed officeholder who is also not an employee. The Village Administrator, Chief of Police, Village Attorney, or the Board may initiate an investigation and designate investigators in other circumstances.

F. If an investigation is conducted, then the investigators will meet with the target of the offending behavior and other persons having information and document the facts surrounding the incident complained of, including the specific conduct complained of, the persons performing or participating in the conduct, any witnesses to the incident, the dates on which the incidents occurred, and other factual information. The investigators will immediately notify the Administrator, Village Attorney, or Board President, where applicable, if the complaint contains allegations that may rise to the level of criminal activity, such as battery, rape or

threats. The investigators will maintain appropriate records of the investigation. Upon completion of the investigation, the investigators will inform the complainant and target of the outcome of the investigation and will present a reporting of the investigation and its results to the Village Board and/or the Village Administrator. The confidentiality of the investigation will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances.

G. The Village will take prompt and effective remedial action designed to end the prohibited behavior, which may include appropriate responsive and disciplinary action, up to and including termination or removal. Responsive action may include, for example, training, referral to counseling, or reassignment, and disciplinary action may include, but is not limited to warning, reassignment, suspension, or termination or removal. If the Village does not employ the subject involved in the harassing or inappropriate conduct, then that individual will be informed of the Village's policy and appropriate remedial action will be taken. The actions taken cannot have the direct or indirect impacts of hurting the complainant's or target's career by forcing him/her to an inferior role within the organization.

Further, the Village will correct any adverse employment action an employee experienced due to conduct prohibited by this policy. In all cases, the Village will make follow-up inquiries to make sure the harassment, discrimination or retaliation has stopped. If an employee is not satisfied with the results, or if further harassment or other unacceptable conduct occurs, then the employee should promptly follow the reporting process identified above.

The complainant, target, or employees accused of harassment may file an appeal with the Village Administrator or the Village Board President if they disagree with the investigation or disposition.

RETALIATION

Retaliation against any employee for filing a harassment, discrimination or retaliation complaint, or for assisting, testifying or participating in the investigation of such a complaint, is prohibited by the Village and may be prohibited by state and federal law.

Retaliation is a form of misconduct. Any evidence of retaliation shall be considered a separate violation of this policy and shall be handled by the same complaint procedures established for harassment and discrimination complaints. Employees who are found to have retaliated against a complainant, target, or witness will subject themselves to severe discipline which shall be separate from, and in addition to, any discipline determined to be appropriate as a result of the Village's findings on the initial complaint. Because of the Village's commitment to prohibiting retaliatory behavior, employees and officeholders should expect that consequences for retaliation will be severe and likely resulting in discipline up to and including discharge or pursuit of removal.

This policy does not protect employees from being disciplined for filing frivolous or fraudulent complaints, or for untruthfulness, misleading behavior or lack of candor, nor does it protect them from personal sanctions stemming from defamation suits.

TRAINING

The Village will provide periodic and refresher training concerning the nature of harassment, discrimination and retaliation in the workplace and prohibitions on such actions

defined in this policy. Any employee who has any questions or concerns about this policy should talk with his or her supervisor or the Chief of Police or Village Administrator.

OUTSIDE AGENCIES

Employees also have the ability to promptly report any violations of law, including assault, rape, battery or other harm to appropriate criminal law enforcement authorities. Employees may also report their harassment, discrimination or retaliation claims to both State and Federal Agencies. Those contacts are as follows: The Equal Rights Division, Department of Workforce Development, 201 East Washington Avenue, P.O. Box 8928, Madison, WI 53708, Telephone: (608)266-6860; and the U.S. Equal Employment Opportunity Commission, 310 West Wisconsin Avenue, Suite 800, Milwaukee, WI 53203, Telephone: (414)297-1111.

SMOKE FREE WORKPLACE

All employees should be aware of the health hazards which are created by smoking. Therefore, smoking is permitted in designated smoking areas only. No smoking should take place in Village vehicles. The Village will follow all applicable State Statutes regarding smoking.

SOLICITATION

The solicitation of employees or distribution of materials to employees can often interfere with normal operations of the Village, reduce employee efficiency, annoy employees and citizens; and pose a threat to security. For these reasons, the Village limits solicitation and distribution on the premises.

Individuals who are not employees of the Village of Germantown are prohibited from soliciting employees or distributing materials to employees of the premises. This includes soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except by representatives of vendors or potential vendors as authorized by the Village Administrator), or any other similar activity. All visitors are strictly prohibited from entering non-public areas unless a supervisor grants permission.

Employees may engage in limited solicitation and distribution of materials to other employees, on the premises, subject to the following guidelines. Solicitation or distribution of materials is prohibited during work time of either of the individuals making or receiving the solicitation or distribution. “Working time” does not include an employee’s authorized lunch or rest period. Distribution of literature in a way that causes litter on the Village property is prohibited. Off-duty employees may not return to the premises to solicit or distribute materials to employees. Bulletin boards, newsletters, and other employer-provided group communication system are maintained solely for the Village to communicate information to and from employees, post notices required by law, and for other work-related purposes. Posting of unauthorized notices, photographs, or other printed or written material on those bulletin boards or other communication systems is prohibited. The Village may authorize a limited number of fund drives by employees on behalf of charitable organizations. Employee participation in such drives in completely voluntary. As a part of those charitable fund drives, the Village may permit a representative from the organization to make a presentation to employees. Employees seeking authorization for such a charitable fund drive should contact the Village Administrator. In addition, the employer has the right to monitor any allowed solicitation and distribution, and to modify or add to this policy as becomes necessary to minimize interference from work.

SOCIAL NETWORKING POLICY

PURPOSE

The Village of Germantown (the "Village") has an overriding interest and expectation in deciding what is "announced" or "spoken" on behalf of the Village through the use of social media. This policy establishes guidelines for the establishment and use of social media by the Village for conveying information about the Village and its events and activities. This policy also establishes guidance for employees acting in a personal capacity when using social media.

The Village's intent is to create a "government speech forum" or a "limited forum" devoted exclusively to the Village's postings to the public. Nothing in this policy shall be applied to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. This includes speech and expression protected under state or federal constitutions as well as labor laws or other applicable laws.

THE VILLAGE'S WEBSITE

The Village's website (*http://www.village.germantown.wi.us*) is the Village's primary and predominant internet presence. All of the Village's website content and social media sites that are posted by departments and offices will be subject to approval by the Administrator or designee. Social media use should complement rather than replace the Village's primary website. Only employees authorized by the Administrator are authorized to post content on the Village's website.

SOCIAL MEDIA PROVIDER TERMS OF SERVICE

Social media is defined as the various activities that integrate technology, social interaction, and content creation. Through social media, individuals or groups may create, organize, edit, comment on, combine, and share content. Social media providers offer web pages that provide a means for various forms of discussion and information-sharing, and include features such as social networks, blogs, video sharing, podcasts, wikis, message boards, and news media comment sharing/blogging. Social media providers are hosted by websites that authorize multiple users to establish, post content on, and operate their own individual social media profile. Technologies associated with social media often include picture and video sharing, wall postings, e-mail, instant messaging, and music sharing. Examples of websites that host social media profiles include, but are not limited to, Facebook (social networking); YouTube (social networking and video sharing); and Twitter (social networking and microblogging).

Each social media provider maintains a terms of use agreement for users. All posts and comments on any Village social media profile are bound by these terms and conditions. The Village reserves the right to report any user violation under the terms and conditions. This policy does not modify the terms and conditions established by the social media provider. Nor does the Village assume any responsibility or liability for decisions made by the social media provider involving the conduct or absence of conduct by the social media provider or by the user.

The terms and conditions of the social media provider represent a binding contract. No employee may execute such terms of service or enter into an agreement on behalf of the Village without authorization from the Administrator.

SOCIAL MEDIA POSTING

As a public entity, the Village must abide by certain standards to serve all constituents in a civil and unbiased manner. Only employees authorized by the Administrator are authorized to

post content on an authorized Village social media profile on behalf of the Village. The Administrator or their designated representative will maintain a list of social media profiles, including login and password information, approved for use by departments and employees for communicating the Village's business. Any social media profiles used by the Village, including any login information and passwords, are the property of the Village and not the property of an employee or other party. Any social media profile used by the Village must be capable of editing, removing, and archiving content from social media websites. The authorized employee will inform the Administrator or their representative of any administrative changes to existing social media profiles.

For each social media profile approved for use by the Village, the following documentation will be developed and adopted:

- A list of authorized employees who may manage the social media profile
- Operational and use guidelines
- Standards and processes for managing accounts on social media sites
- Branding standards
- Design standards
- Standards for the administration of social media sites

Authorized employees representing the Village on social media must conduct themselves at all times as professional and dignified representatives of the Village and in accordance with all policies, directives, and professional expectations.

Employees posting content on behalf of the Village must follow these guiding principles:

- Communications must be consistent with the goals, branding, mission, vision, and values of the Village.
- Communications must be factual and accurate and not reflect opinions or biases.
- Communicate meaningful, respectful entries that are on topic while also recognizing that postings are widely accessible and not easily retractable.
- Communications must be written in plain business English with proper grammar and vocabulary, and should avoid acronyms and jargon.
- Communications must comply with policy, directives, professional expectations, and respect for privacy, confidentiality, and applicable legal guidelines for external communication.
- Ensure that legal right exists to publish all materials, including photos and articles, and comply with all trademark, copyright, fair use, disclosure of processes and methodologies, confidentiality, and financial disclosure laws.
- If identifying yourself, then maintain transparency by using your real name and job title, and by being clear about your role regarding the subject. Write and post only about your area of expertise. Remember that your postings are your responsibility.
- Communications must never be for political purposes or in support of or opposition to political campaigns or ballot measures.
- Communications must never be for purposes of private business activity or commerce, or for personal motivation or sharing of personal opinion or commentary.
- Communications must not promote, foster, or perpetuate discrimination, harassment, or retaliation on the basis of race, creed, color, age, religion, gender, marital status, national origin, disability, or sexual orientation, or other protected status.
- Communications must not compromise the safety or security of the public, public systems, or public services.

Authorized employees posting on behalf of the Village may not post content to the Village's social media profiles or engage in social networking activities related to publishing the Village's

business during personal time. All social media activity must be made as part of the Employees regular work activity.

The nature of social networking promotes a great deal of interactivity, whereby users or organizations “like” or “follow” each other online. Official Village social media sites may “like” or “follow” the social media sites of local, state, and federal government organizations, generally recognized community and/or not-for-profit organizations, and organizations that provide public safety, promote tourism, industry, and economic welfare within the community, and businesses located within the corporate limits of Germantown. Official Village social media should not be used to “like” or “follow” any specific viewpoints, ballot measures, or controversial issues.

The employee’s name and title should be made available in the responsive comment.

REPORTING/REMOVAL OF SOCIAL MEDIA ACTIVITY

A post, like, or comment by a member of the public on any Village social media profile is the opinion of the commentator or poster only. Publication of a user’s post, a like, or a comment does not imply endorsement of, or agreement by, the Village or reflect the opinions or policies of the Village. The Village assumes no liability for any comment, like, or post made by another person.

If a forum allowing for two-way or multi-way communication is created, then an authorized employee may, with the approval of the Administrator, regulate comments or posts made by other persons on the Village’s social media profile as provided herein. The Village requires that authorized employee to immediately notify the Administrator or their representative if there is any posted material that may violate this policy, violates the terms of use of the social media provider, is illegal, or that potentially infringes the copyrights or other rights of any persons. The Administrator or their representative will investigate and address the potential violation. If the comment or post violates the terms of use established by the social media provider, then the authorized employee may notify the social media provider and report the post or comment. If a comment or post demonstrates or incites unlawful behavior, then the authorized employee may notify law enforcement authorities. If the comment or post contains any of the following content, the comment may be subject to removal or restriction by the Village:

- Obscene content;
- Content that is threatening or incites violence;
- Solicitation of commerce, including but not limited to, advertising of any non-Village-related event, or business or product for sale;
- Conduct in violation of any federal, state or local law;
- Content that promotes, fosters or perpetuates unlawful activity;
- Content that infringes the intellectual property rights of others;
- Content that is malicious or harmful software or malware;
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, gender identity, sexual orientation, lawful source of income or arrest/conviction record
- Comments in support or opposition to political campaigns, ballot measures, referendums, or any organized political activity or political links.

The Village should not deny access to the Village’s social media profile for any individual who violates the Village’s social media policy. The social media provider may, relying their terms and conditions and their discretion, block a user or remove content in violation of the terms and conditions, and nothing herein restrains the social media provider from such actions.

RECORD RETENTION

The Village must retain all social media content published by the Village for the purposes of public records retention as may be required by applicable law. Records required to be maintained pursuant to a relevant records retention schedule for the required retention period in a format that preserves the integrity of the record and is accessible. Any content removed by the Village based on these guidelines must be retained in accordance with the applicable retention schedule including the time, date and identity of the poster, when available.

OPEN MEETINGS LAW COMPLIANCE

All conduct by officials serving on a governmental body must comply with Wisconsin's Open Meetings Law. Officials should refrain from discussing business or action of the governmental body with one another while using social media. Authorized employees publishing on the Village's social media profile should not engage officials serving on a governmental body when engaging in the Village's social media activity.

EMPLOYEE PERSONAL CONDUCT

Like other members of the community, employees may use social media profiles not belonging to the Village for the employee's personal social media purposes. Employees must recognize that most uses of personal social media are still part of the public domain regardless of privacy settings and are easily replicated and published.

An employee's personal social media profile or use must remain personal in nature and not be used to share the Village's official government positions or views. In addition, employees should never use their Village e-mail account, login, or passwords in conjunction with a personal social media profile. Regardless of whether an employee identifies on a personal social media account that the employee works for the Village, employment with the Village is public record and members of the public may associate the employee with the Village. As such, employees must exercise care when posting and commenting on social media as personal views can be tied back to employment with Village.

Employees posting personal content on social media must follow these guiding principles:

- When commenting or posting on matters pertaining to the Village, the employee must make clear to other persons that the employee is speaking as a private citizen and not as an employee of the Village.
- Pause and think before posting with the understanding that postings are widely accessible, not easily retractable, easily shared and replicated.
- Personal activity must comport with the Village's policies, directives and expectations.
- Personal activity is the personal responsibility of the employee, including the consequences that flow from such activity.

Nothing in this policy is meant to prevent an employee from exercising his or her right to make a complaint of unlawful discrimination or other workplace misconduct through the proper processes, to engage in lawful protected concerted activity, or to express a personal opinion on a matter of public concern which may be balanced against the interests of the Village.

COMPLIANCE WITH POLICY

The Village reserves the right to monitor and analyze social media use to ensure compliance with policy, directives and expectations, to evaluate use, and to recommend and implement changes to use of social media, among other legitimate government interests. Failure to comply with this policy by any employee may result in disciplinary action up to and including termination of employment. Failure to comply with this policy by any officeholder may result in pursuit of any lawful action against any official in violation of policy.

VILLAGE OF GERMANTOWN SOCIAL MEDIA POLICY (*FOR POSTING ON SOCIAL MEDIA SITES*)

We welcome you and your comments to the Village of Germantown's Social Media pages. The purpose of this site is to present matters of public interest to Village of Germantown residents, businesses, visitors and other interested parties. You may submit your comments, but please note this is a moderated online discussion site. A comment posted by the member of the public on any Village of Germantown social media site is the opinion of the commenter only and publication of a public comment does not imply endorsement, nor reflect the opinions or policies of, the Village of Germantown.

Because communication via social media constitutes a limited public forum, the Village reserves the right to manage, restrict or remove any content, public comments, or other postings that is deemed in violation of this policy or any applicable law. Inappropriate comments are subject to deletion by the administrator of this account. If you do not comply with the terms of use outlined below, your message may be removed.

This forum is NOT monitored at all times but is primarily monitored during business hours. Do NOT use this forum to report emergency situations or time-sensitive issues.
All content of this page including comments is subject to public records law. When posting, please remember that if your post violates any of the below rules, it will be deleted:

- Content that is graphic, obscene or explicit.
- Content that is abusive, threatening, hateful or intended to defame anyone or any organization.
- Content that suggests or encourages illegal activity.
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, gender identity, sexual orientations, lawful source of income or arrest/ conviction record.
- Content posted by persons whose profile picture or avatar, username or email address contains any of the aforementioned prohibited content.
- Solicitations or advertisements, including but not limited to, promotion or endorsement of any private, financial, commercial or non-governmental agency.
- Content attempting to defame or defraud any person or private financial, commercial or non-governmental agency.
- Comments in support or opposition to political campaigns, ballot measures, referendums, or any organized political activity or political links.

TELECOMMUTING POLICY

Purpose

This policy establishes the guidelines Village of Germantown will use to select and manage those employees approved to telecommute on a limited basis.

Scope

Our work is focused on serving the residents of the Village of Germantown and requires the full public confidence and trust of members of the community. Various interests including the important irreplaceable gains from physical presence and face-to-face interaction with residents, community members and coworkers, protection and preservation of confidentiality, and furthering cohesive and collaborative efforts to work as a team member of the Village necessitate that there will be no position to work remotely where the employee could legitimately perform the important essential functions of the job. The Village recognizes that unique and narrow extenuating circumstances may arise where employees may temporarily

work remotely involving only certain positions and employees who are trusted and professionally capable to perform such responsibilities. This policy is meant as a guide for those who are temporarily allowed by the Village Administrator or Department Supervisor to telecommute—to work from home or other location—on an irregular basis due to extenuating circumstances.

POLICY GUIDELINES

This policy covers approved telecommuting or working remotely, such as working from a home or other off-worksite location, including using electronic communications, such as the internet, to connect with the primary place of employment.

CRITERIA FOR SELECTION

The Village always strives to provide equal opportunities to all employees when it comes to working situations. In some circumstances, telecommuting is a necessary and expected part of the position such as when a manager attends a conference and must work remotely from the conference, or when a manager is telecommuting when Village offices are closed. However, telecommuting is not conducive to every employee or position.

Keeping this in mind, the Village Administrator and Department Supervisor will review all reasonable employee requests to telecommute using the following criteria:

- Is the employee a good candidate for telecommuting? Do they possess the following characteristics?
    - Dependable
    - Trustworthy
    - Flexible
    - Self-motivated
    - Proven performance
    - Comprehensive knowledge of position
    - Do any performance or disciplinary histories suggest this responsibility is not a good fit for this employee?
- Can the duties of the position be successfully fulfilled through telecommuting? Does the position have:
    - Measurable work activities
    - Little need for face-to-face interaction with co-workers
    - Clearly established goals and objectives
    - Duties can be performed alone and away from a worksite
    - Equipment needed is limited and can be easily stored at the off-site location
    - Position is exempt from overtime requirements
- Are there extenuating circumstances for the request to telecommute? Examples would be:
    - Poor weather inconducive to a long unsafe commute
    - Personal illness or disability
    - Illness of spouse or child
    - Other personal needs that prevent in-person office attendance
- Barriers and distractions faced by the employee that may inhibit the performance of duties and efforts undertaken by the employee to remove or limit those barriers or distractions to ensure work is performed on time and at acceptable standards of quality.
- Disruption to Village operations and interests, disruption to coworkers, and maintenance of balance of assigned or expected workloads.

The ability to work remotely is a privilege, and the Village reserves the right to deny, limit, or revoke telecommuting privileges at the Village's discretion.

RESPONSIBILITIES

Position requirements and responsibilities will not change due to telecommuting. Workers face the same expectations in relation to professionalism, timeliness, work output and customer service, regardless of where the work is being performed. The amount of time an employee is expected to work in a given day will not lessen, although the exact scheduling of allotted hours will be left up to the discretion of the employee and the employee's direct supervisor. If an employee's physical presence is required at the Village's primary work location, then he or she is expected to report in person.

CONTACT WITH PRIMARY LOCATION

Employees approved for telecommuting are responsible for maintaining regular contact with their supervisor. The supervisor will act as the employee's primary contact at Village of Germantown. Both the employee and his or her supervisor are expected to work together to keep each other informed of any developments that occur during the workday.

Employees must have approval from their supervisor(s) to:

- Alter their defined work schedules.
- Move Village equipment to a new location.

OFF-SITE WORK AREAS

The Village has a legal responsibility to provide liability and workers' compensation coverage to its employees. Such legal responsibilities may extend only to authorized, off-site work locations during scheduled work time. The Village is responsible only for injuries, illnesses and damages that result directly from official job duties. As to any legal obligations under these insurance coverages, the Village will comply with applicable law and grants no additional coverage to employees authorized under this policy. The Village accepts no responsibility for employee personal property.

As the Village of Germantown could foreseeably be held responsible for an injury befalling an employee in their off-site work area, the Village reserves the right to inspect off-site locations for safety concerns. Such an inspection will always be planned in advance.

If employees have domestic responsibilities, they must attend to during scheduled working hours, they are expected to do so in a reasonable manner that will still allow them to timely and successfully fulfill their job duties.

OFF-SITE SECURITY

While positions that regularly deal with confidentiality and highly sensitive information may not be ideal candidates for off-site work, under certain circumstances such employees may be allowed to telecommute. In these situations, it is up to the employee to enforce a rigorous standard for ensuring the security of all sensitive information entrusted to them. Failure to do so will result in loss of telecommuting privileges and could result in disciplinary action. All employees who work off-site are obligated to provide secure network connections and should refrain from using unsecured WI-FI and hotspots. Secure internet connections are required.

EXPENSES

Working primarily off-site could result in expenses not directly addressed by this policy. If such expenses are necessary for their official duties as prescribed and benefit the sole interests of the Village, then the Village may choose to reimburse the employee for pre-authorized expenses. Since reimbursement is subject to management approval and is not guaranteed, potential expenditures should always be approved by the supervisor prior to the transaction being made.

EQUIPMENT

Employees approved for telecommuting will be supplied by the Village of Germantown with the equipment required to perform their duties on Village premises. The Village may, in limited circumstances, authorize additional equipment in order to work remotely. It must be kept in mind that:

- All equipment purchased by the Village remains the property of Village. All equipment is to be returned in a timely fashion should the employee cease telecommuting operations for any reason.
- Hardware is only to be modified or serviced by parties approved by Village.
- Software provided by Village is to be used only for its intended purpose and should not be duplicated without consent.
- Any equipment provided by Village for off-site use is intended for legitimate business use only.
- All hardware and software should be secured against unauthorized access. A secure router or hotspot may be required if one is not already in place at the off-site work location.

TELEPHONE PROTOCOL

Incoming telephone calls need to be answered promptly. Voice mail should only be used if you are away from your workstation or involved in a highly important task. Counter work takes precedence over incoming telephone calls. Personal calls and meetings need to be kept to a minimum and should not deter us from answering the telephone. Personal calls should be local only and will be kept to a minimum. All calls will be answered in a courteous professional manner.

VEHICLE USE

PERSONAL VEHICLE USE

An Employee who must use the employee's private personal vehicle for Village of Germantown use will be compensated at a rate as stipulated in the Village of Germantown's annual Salary Resolution as adopted by the Village Board, consistent with IRS Standards.

Unless otherwise authorized, all employees are expected to utilize Village fleet vehicles for trips while conducting Village affairs. If that is not possible, then permission from an employee's immediate supervisor must be secured in advance of use of one's own vehicle.

Use of one's own personal vehicle on Village business for trips out of the Metropolitan Milwaukee Area and Washington County must be approved by the respective department director and the Village Administrator. Use of Village vehicles for personal use is prohibited.

VILLAGE VEHICLE USE

Any person using a Village vehicle must have a valid driver's license.

Any person using a Village vehicle may not operate it under the influence of drugs or alcohol.

If an accident occurs the person driving the vehicle must report it and/or any damage done to the vehicle to the Village Administrator, if the Village Administrator is not available the accident shall be reported to the Finance Director, on the day it occurs.

The person using the vehicle is responsible for paying all bills and fines including parking violations.

Village vehicles are not to be used to travel to/from lunch or for any other personal convenience by any Village employee unless so approved by the department director or Administrator.

If an employee is engaged in work activities using a Village vehicle and such activity requires the employee to be in the field during the lunch period, it is permissible for the said employee to use the Village vehicle to travel to and from a restaurant in the nearby vicinity for the purpose of having lunch.

Village vehicles and/or equipment shall not be used for the personal benefit of any employee or organization. Furthermore, family members, friends, citizens or individuals shall not ride in Village vehicles unless approved by the Village Administrator.

Village vehicles/equipment shall not be used for any use other than municipal use unless authorized by the Department Director or Village Administrator.

24 HOUR VEHICLE USE

Police Chief, Police Department Motorcycle Officer, Fire Chief, Building, Grounds & Parks Superintendent, Highway Superintendent, Water Superintendent, Wastewater Superintendent, Police Canine Handler & Emergency Scene Response Vehicle

May use a Village vehicle assigned to them twenty-four (24) hours per day for all Village Department activities.

May use said vehicle outside of the Village limits for municipal purposes only

May use vehicle in the case of an extreme situation emergency to pick-up or transfer a family member, an explanation of said use must be forwarded to the Village Administrator within 48 hours.

May use a vehicle to attend conferences, seminars or training with concurrent travel by family members with approval by the Village Administrator

May not be used to take family or other persons to restaurants/recreational activities/school functions. Other means of transportation must be used.

Personal use Valuation & Reporting

1. Personal Use Valuation – Personal use of an employer-provided vehicle is a non-cash fringe benefit, so its value must be determined at least once per year. If the only use of an employee-provided vehicle is commuting to and from work, then the employer can use the commuting rule. The amount shall be reported as ordinary income for federal income taxes, state income taxes and social security taxes.

2. Whenever a Village vehicle is used to commute to and from work a record shall be made daily of each commuting trip on a form issued by the Finance Department. This form shall be submitted monthly to the Payroll Office by the 5th

day of the following month. Such logs shall be used to determine the value of using said vehicle, which value will be reported on the individual's W-2 form.

Law Enforcement & Fire/EMS Use Exemption – Qualified Nonpersonal-Use Vehicles

Personal Use Valuation does not apply to employees who are not subject to taxation by virtue of applicable state and federal law and the regulations contained in the Internal Revenue Code, as such may be amended from time to time. The following employees are permitted to drive a Village Vehicle to and from work without a personal use valuation:

Police Chief
Fire Chief
Canine
Handler
Emergency Scene Response Vehicle.
Motorcycle Officer

IRS ruling – A qualified non-personal-use vehicle is any vehicle the employee is not likely to use more than minimally for personal purposes because of its design. Qualified non-personal-use vehicles generally include all of the following:

Clearly marked police and fire vehicles
Unmarked vehicles used by law enforcement officers if the use is officially authorized

Other Qualified Nonpersonal-Use Vehicles

Pickup Trucks – a pickup truck with a loaded gross vehicle weight of 14,000 pounds or less is a qualified non-personal-use vehicle if it has been specially modified so it is not likely to be used more than minimally for personal uses. Any pickup truck which is clearly marked with permanently affixed decals or special painting and meets either of the following requirements:

1) is equipped with at least one of the following items:
    a. A Hydraulic Lift Gate
    b. Permanent tanks or drums
    c. Permanent side boards or panels that materially raise the level of the sides of the
        i. truck bed
2) Other heavy equipment (such as an electric generator, welder, boom, or crane used to towautomobiles and other vehicles
3) It is used primarily to transport a particular type of load (other than over the public highways) in a construction, manufacturing, processing, farming, mining, drilling, timbering, orother similar operation for which it was specially designed.
4) Vans - A loaded gross vehicle weight of 14,000 pounds or less and has been specially modifiedso it is not likely to be used more than minimally per personal uses. Example- clearly marked with permanently affixed decals or special painting and has a seat for the driver only (or the driver and one other person) and either permanent shelving has been installed that fills most ofthe cargo area or the cargo area is open and the van constantly carries merchandise, material or equipment used in the employers function.

VILLAGE HALL BOARD ROOM USE

The Village Hall Board Room may be used only for Village Board meetings and Committees of the Village Board. All other uses must be approved in advance by the Village Administrator.

WORKPLACE SAFETY

DRIVING RECORD CHECKS

Driving record checks shall be conducted of all personnel who drive Village-owned vehicles or equipment. These checks shall be conducted annually by the Germantown Police Department. Only licensed drivers shall be permitted to drive Village vehicles. Employees shall immediately notify their supervisor of any restrictions or change in their driver's license status.

DRUG AND ALCOHOL TESTING

The Village recognizes the use or abuse of illegal drugs or alcohol can have a significant impact on the workplace in terms of safety, worker's compensation claims, time off benefits, absenteeism and productivity. The Village is concerned about employees who use or abuse illegal drugs or alcohol. Therefore, the Village has established a drug and alcohol testing policy.

All employees are responsible for maintaining safe, healthy, and productive working conditions. Being under the influence of a drug or alcohol on the job poses serious safety health risks not only to the user, but also to all those who work with the user, and creates unacceptable risks for safe and efficient operations. Accordingly, it is the right, obligation and intent of the Village to maintain a safe and efficient working environment for all of its employees and to protect Village property, equipment and operations. With these objectives in mind, the Village has established the following policy with regard to the use, possession or sale of alcohol or drugs.

PRE-EMPLOYMENT SCREENING

The Village may require candidates for employment to take a screening test designed to prevent the hiring of individuals who presently use illegal drugs or who are under the influence of alcohol or drugs. Applicants for employment who are to be tested for the presence of alcohol or illegal drugs will be informed and will be requested to sign a consent form authorizing the test. If a candidate refuses to provide consent for the test or tests positive for illegal drugs or alcohol, then the candidate will no longer be considered for employment and any conditional offer of employment will be withdrawn.

ON THE JOB USE, POSSESSION OR SALE OF DRUGS OR ALCOHOL

Being under the influence of a drug or alcohol while performing Village business or while in a Village facility or using Village property is strictly prohibited. "Under the influence" means, for the purposes of this policy, that the employee is affected by a drug or alcohol or the combination of a drug and alcohol in any detectable manner. The symptoms of influence are not confined to those consistent with misconduct, or to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. A determination of influence can be established by professional opinion, a scientifically valid test, and, in many cases, by a layperson's opinion.

The use, sale, purchase, transfer or possession of any alcohol, illegal drug, or prescribed drug or narcotic not prescribed to that employee while at a Village facility or while performing Village business is prohibited. The presence of any detectable amount of any illegal drug or alcohol in an employee while performing Village business or while at a Village facility is strictly prohibited.

The use or being under the influence of any prescribed, over-the-counter, or otherwise legally obtained drug while performing Village business, or while at a Village facility or using Village property is prohibited if such use or influence may affect the safety of the employees, co-workers, members of the public, or the safe or efficient operation of the Village. An

employee must report such use of a legally-obtained drug to his or her supervisor. If the employee's supervisor determines that the employee does not pose a threat to his or her own safety or the safety of co-workers, and that the employee's job performance is not significantly affected by the drug, then the employee may continue to work. The Village will take steps necessary and reasonable to accommodate employees whose disabilities require them to take legal drugs.

Employees will be subject to disciplinary action, up to and including termination, for violations of this policy. Violations include, but are not limited to, possessing illegal or non-prescribed drugs and narcotics or alcohol at work; being under the influence of those substances while working; using them while working; or dispensing, distributing, or illegally manufacturing or selling them on Village premises and work sites. Employees should note that a violation of this policy can result in disciplinary action, up to and including termination, even for the first offense.

SEARCHES

Employees, their possessions, and Village-issued equipment and containers under their control are subject to search and surveillance at all times while at Village premises or work sites or while conducting Village business. Employees have no reasonable expectation of privacy in these items or areas. Searches of employees and their property may be conducted when there is reasonable suspicion to believe that the employee or employees may be in violation of Village policy, rules or directives. Employees are expected to cooperate in the conducting of such searches. An employee's consent to a search is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including termination, even for a first refusal.

EMPLOYEE DRUG AND ALCOHOL TESTING

Employees may be asked to take a test at any time to determine the presence of drugs, narcotics, or alcohol when the Village has reasonable suspicion to believe an employee is under the influence of drugs or alcohol. Employees that agree to take the test must sign a consent form, authorizing the test and the Village's use of the test results for purposes of administering its policy. It is a violation of this policy to refuse consent for these purposes or to test positive for alcohol or illegal drugs. Policy violations will result in discipline and may result in termination. The initial test is paid for by and is the property of the Village. Records of specific examinations, if required by law and regulation, will be made available to the employee, persons designated and authorized by the employee, public agencies, relevant insurance companies, the employee's doctor, or other persons designated by the Village.

RANDOM EMPLOYEE DRUG AND ALCOHOL TESTING

Specific departments may have internal policies and procedures regarding random alcohol and drug testing.

REPORTING REQUIREMENTS

Supervisors should report immediately to the Village Administrator any action by an employee who demonstrates an unusual pattern of behavior, including any traffic stop, complaint or accident by an employee in a Village-owned vehicle or while operating a vehicle while working. The Village Administrator or his designee will determine whether the employee should be examined by a physician or clinic or tested for drugs and alcohol. Employees believed to be under the influence of drugs, narcotics or alcohol will be required to leave the

premises. The Village Administrator or Department Director should be notified to arrange safe transit.

EMPLOYEE COUNSELING, LEAVES AND REHABILITATION

Employees who are experiencing work-related or personal problems resulting from drug, narcotic, or alcohol abuse or dependency may request, or be required to seek, counseling help. Participation and counseling, including Village sponsored or required counseling, will not have any influence on performance appraisals. Job performance and the conduct of the employee, not the fact that an employee seeks counseling, are to be the basis of all performance appraisals.

An employee who is abusing drugs or alcohol may request a leave of absence to undertake rehabilitation treatment. The employee will not be permitted to return to work until certification is presented to the employee's supervisor that the employee is capable of performing his or her job. Failure to cooperate with the agreed upon treatment plan may result in discipline up to and including termination. Participation in a treatment program or a request for leave, even if approved, does not insulate an employee from the imposition of discipline for the employee's conduct or violations of this or other policies and rules.

NON-DISCRIMINATION

The Village maintains that it will provide a drug free and alcohol-free environment for all of its employees. However, in doing so, it will not discriminate against any employee or applicant for employment as prohibited under Federal, State, or local laws. The Village will not discriminate against any employee or applicant for employment because of their condition as an alcoholic, because of their use of lawful products off duty and off the premises, because the individual was arrested for a drug or alcohol charge prior to becoming an employee at the Village (which arrest did not lead to a conviction), or because the individual was convicted of a drug or alcohol-related crime that is not substantially related to their job duties at the Village.

EMERGENCY CONTACT INFORMATION

All employees must provide emergency contact information for persons to be contacted in the event of a personal emergency. Emergency contact information is confidential and will not be made available to non-essential staff. Emergency contact information may not be used for any purposes other than its original intention.

All employees are required to supply emergency contact information when hired. It is each employee's personal decision as to whom he or she chooses to have as the emergency contact. In an effort to keep information current should an emergency arise, employees are required to keep their emergency contact information up-to-date.

EVACUATION OF VILLAGE HALL AND LIBRARY

When the Police Department determines that it is in the interest of the safety of the employees and visitors to Village Hall and the Library to either evacuate said buildings and/or notify employees to not show up for work, the following procedure shall be used.

Step No. 1: Police Chief Notifies Village Administrator or Village Clerk.

The Police Chief, or the officer in charge, shall immediately notify the Village Administrator or Village Clerk if the Village Administrator is not immediately available.

Step No. 2: Village Administrator Notifies Village Hall Department Directors, Library Director and Public Works Superintendents.

The Village Administrator or Village Clerk shall notify all of the department directors in Village Hall, Library Director and at least one of the Public Works

superintendents at the Public Works building who will see that all Public Works are notified.

Step No. 3: Department Directors Notify Their Employees

Upon Being Notified, Department Directors shall immediately instruct each of their employees to immediately report to Public Works building. If the employee has not yet reported to work, but will be reporting to work that morning, the employee shall be immediately notified to report to the Public Works building. Advise Village Administrator or Village Clerk if any remaining employees or other persons in the building are unaccounted for. Report any persons refusing to leave or other problems. Assist any physically handicapped individuals.

Step No. 4: Employees.

Employees should insure their supervisors are aware of the evacuation order and begin an orderly evacuation from the building. Employees should obey Police Officers at all times. Employees should take personal belongings only.

GENERAL EVACUATION OF ANY VILLAGE STRUCTURE – EMERGENCY

When employees are advised to evacuate the building, the employees should

Stop all work immediately

Contact outside emergency response agencies, if needed

Shut off all electrical equipment and machines, if possible

Walk to the nearest exit, including emergency exit doors

Exit quickly but do no run. Do not stop for personal belongings

Proceed, in an orderly fashion, to a parking lot near the building

Do not re-enter the building until instructed to do so

Employees must know the location of fire extinguishers, emergency exits and first aid kits and make sure they are accessible at all times.

PHYSICALS

Before beginning employment with the Village of Germantown, all regular employees working greater than 20 hours a week shall be required to have a physical examination by a physician selected by the Village. Department directors, at their discretion, may require other part-time or seasonal employees to take a complete physical examination prior to employment with the Village. The cost of the physical shall be paid by the Village. Failure to successfully complete such a physical may result in the withdrawal of the employment offer.

WORKPLACE VIOLENCE

The Village of Germantown prohibits workplace threats or violence. Acts or threats of physical violence, including intimidation, harassment, or coercion, which involve or affect personnel or property or which occur on the employer's property will not be tolerated.

Acts or threats of violence include conduct, which is sufficiently severe, offensive, or intimidating to alter employment conditions or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on Employer premises, regardless of the relationship between the Employer and the parties involved
- All threats or act of violence occurring off Employer premises involving someone who isacting in the capacity of a representative of the employer.
- Examples of conduct that may be considered threats or act of violence in violation of this Policyinclude, but are not limited to, the following:
- Hitting, touching, or physically harming an individual.

- Threatening an individual or their family, friends, associates, or property with harm. Damaging or threatening to harm employer property or the property of others.
- Making harassing or threatening communications.
- Harassing surveillance or stalking (following or watching someone). Unauthorized possession or inappropriate use of firearms or weapons.

Every employee is required to report incidents of workplace threats or act of physical violence or damage of property.

WORKPLACE SAFETY AND REPORTING INJURIES AND ILLNESSES

Job safety is very important to each employee and the Village of Germantown. Employees must conduct themselves carefully at all times. All employees must act in a safe manner and practice good safety procedures. Similarly, all work areas are to be kept clean and free from debris, and tools and equipment are to be kept clean and in good repair.

Any accident, hazards or potentially unsafe conditions of equipment are to be reported to an employee's supervisor immediately for action. If the unsafe condition can be corrected immediately as to avoid any additional hazard, then the employee should implement the corrective action.

Any employee who is injured or becomes ill while performing service related to his or her employment must contact their supervisor immediately and on the same day the injury or illness occur to report the incident. The report must be in writing and contain relevant facts. The employee should secure the necessary medical attention on the job site to the extent practicable. All employees are entitled to Worker's Compensation coverage as per State Law.

Worker's compensation is a form of accident and disability insurance to protect an employee in the event of a qualifying job-related injury or illness. Upon returning to work after a work-related injury, an employee may be required to provide certification from his or her treating physician verifying that the employee is able to safely and adequately perform his or her regular job functions.

END OF EMPLOYMENT

EMPLOYEE SEPARATION

There are many reasons an employee may be terminated or chose to terminate his or her employment with the Village of Germantown.

Resignation with Notice: If an employee decides to leave the Village, then the employee is expected to advise their department director in writing at least two (2) weeks prior to his or her date of departure so that an orderly transition can be made. Supervisory and management employees are expected to give four or more weeks' written notice. Department director notice should be made to the Village Administrator or Village President. The employee must return all Village property and records and complete required forms. The employee will be paid all owed compensation up to his or her final day of employment and any accrued but unused vacation. An exit interview may be conducted by the Administrator, a designee of the administrator or the department director. The employer reserves its right to terminate the employee before that date.

Resignation without Notice*:* If an employee decides to leave the Village and the employee fails to provide timely written notice as described above, then the employee's resignation will not be treated as "Resignation with Notice" and will result in the nonpayment of any accrued but unused vacation benefits. The employer reserves its right to terminate the employee before that date. The employee must return all Village property and records and complete required forms. The employee will be paid all owed compensation up to his or her final day of employment, but the employee will not be paid any accrued but unused vacation. An exit interview may be conducted by the Administrator, a designee of the administrator or the department director.

Termination: If the Village decides to terminate an employee for reasons other than for violating policies or rules, then the employee will be notified of the employer's decision. The employee must return all Village property and records and complete required forms. The employee will be paid all owed compensation up to his or her final day of employment and any accrued but unused vacation. An exit interview may be conducted by the Administrator, a designee of the administrator or the department director.

Termination for a Policy or Rule Violation: Should an employee be terminated for a violation of the policies and rules, then the employee will not be paid for any accrued but unused vacation benefits. The employee must return all Village property and records and complete required forms.

Reduction-In-Force: Any time a selection is to be made among employees for a reduction-in-force, consideration will be given to an employee's performance, knowledge, skill, ability, efficiency, reliability, attendance, and overall record.

An employee who resigns or who is terminated will receive his or her final paycheck on his or her next regularly scheduled payday and information regarding insurance continuation and other benefit plans.

LAYOFFS AND FURLOUGHS

Reductions in the workforce may occur through layoffs or furloughs, in addition to attrition or position elimination or modification. The employer will determine the departments, number of positions and persons impacted by the reduction in workforce.

In the event of a reduction in workforce through layoff or furlough, affected employees will be laid off or furloughed based on skills, abilities, qualifications, and the interests and needs of the employer. The employer may choose to solicit volunteers for the reduction in workforce.

ACKNOWLEDGEMENTS

EMPLOYEE ACKNOWLEDGMENT

I have received a copy of the Policy Manual. I have read and I understand its contents. I Acknowledge that it is my responsibility to ask questions about anything I do not understand. I understand that it is my responsibility to comply with all Employer policies, rules and expectations as set forth in this Manual, as well as policies, rules and expectations that the Employer may otherwise establish or change from time to time. I further understand and acknowledge that this Manual provides guidelines and information, but this Manual is not, nor is it intended to constitute, an employment contract of any kind. I understand that any contract or employment agreement must be authorized and approved by the Village Board at a duly noticed meeting. I acknowledge that I have not entered into any such individual agreement or contract by acknowledging receipt of this Manual or by following any of the provisions of this Manual. I understand that the contents of this Manual and my compensation and benefits may be changed by the Employer at any time, with or without notice to the extent permitted by law.

_____
Print Name

_____ _____
Employee's Signature Date

_____ _____
Supervisor's Signature Date

After you have read and signed this page, please detach the page from the Manual and return to your supervisor, who will submit to the Administration Department to be placed in your personnel file.

EMPLOYEE ACKNOWLEDGMENT

Police & Fire Union Employees

I have received a copy of the Policy Manual. I have read and I understand its contents. I acknowledge that it is my responsibility to ask questions about anything I do not understand. I understand that it is my responsibility to comply with all Employer policies, rules and expectations as set forth in this Manual, as well as policies, rules and expectations that the Employer may otherwise establish or change from time to time. I further understand and acknowledge that this Manual provides guidelines and information, but this Manual is not, nor is it intended to constitute, an employment contract of any kind. I understand that any contract or employment agreement must be authorized and approved by the Village Board at a duly noticed meeting. I acknowledge that I have not entered into any such individual agreement or contract by acknowledging receipt of this Manual or by following any of the provisions of this Manual. I understand that any contract or employment agreement must be authorized and approved by the Employer and Union to the extent required by law. I understand that the contents of this Manual may be changed by the Employer at any time, with or without notice.

_____
Print Name

_____ _____
Employee's Signature Date

_____ _____
Supervisor's Signature Date

After you have read and signed this page, please detach the page from the Manual and return to your supervisor, who will submit to the Administration Department to be placed in your personnel file.

AMENDMENTS AND/OR REVISIONS

April 2, 2012	Funeral- Bereavement Leave for regular part-time employee
April 18, 2016	Hiring, Promotions, Transfers and Assignments
July 2, 2018	Sexual and other unlawful harassment, discrimination and retaliation policy
January 7, 2019	Comprehensive Hiring Policy
March 4, 2019	Telecommuting Policy
May 6, 2019	Amendment to Family and Medical Leave Policy
May 6, 2019	Disability Accommodation Policy
October 7, 2019	Amendment to Technology Use and Electronic Communications Policy
October 7, 2019	Social Media Policy
November 4, 2019	Employee Individual Development Plan
December 2, 2019	Overtime Calculation
December 2, 2019	Sick Leave
January 18, 2022	Job Classification, Compensation, Benefits, Expense Reimbursement, Insurance, Wellness Program, Bereavement, Holidays, Nursing Mothers, Voting Leave, Jury Duty, Sick leave, Vacation, Responsibilities for e-mail records management

BUSINESS OF THE VILLAGE GERMANTOWN GENERAL GOVERNMENT AND FINANCE COMMITTEE AND VILLAGE BOARD

MEETING DATE: January 17th, 2022 and February 7, 2022

AGENDA ITEM: New Business

ITEM TITLE: KOA Hills Contract

SUBMITTED BY: Matthew Uselding; Budget Manager

SUMMARY EXPLANATION:

In December 2021, the Village Board approved a contract with Tyler Technologies for ERP software services. Given the current state of the utility billing system, staff has determined to implement the utility billing module of Tyler Munis first. Over the last several weeks staff assessed the internal capabilities and support needed to extract the legacy data from Harris MSI while maintaining the project timeline, scope, and budget. Due to the critical nature of staying on time with the utility billing implementation, staff has determined that assistance will be required to avoid serious delays and complications with data extraction. Based on prior experience, Tyler Munis recommended that the Village contract with KOA Hills for the Utility Data Extraction Process. Given the issues we are having with the MSI billing systems, staff is recommending contracting with KOA Hills to assist the Village with the Utility Billing portion of the data extraction.

COST BREAKDOWN

- Data Conversion – Utility Billing - $40,860

ATTACHMENT:

- KOA Hills Sales Quotation
- KOA Hills Scope of Work

RECOMMENDED ACTION

- Forward to the Village Board with positive recommendation

Data Conversion Assistance Scope of Work

Introduction

Data conversion is an important activity to improve data storage and retrieval processes, ensuring that data is converted with minimal effort, in a well-planned and organized manner. It is beneficial to use proven solutions and methods, so that users will be able to make an informed decision on the solution to be implemented for data conversion.

This effort will utilize a defined process to convert data from a legacy system format through flat file extracts to Tyler Technologies' system. Business rule logic will be applied to legacy flat file data as necessary for data conversion.

Modules Included

1. Munis
    a. General Ledger and Budget
        i. Accounting Actuals - up to 3 years
        ii. Budgets - up to 3 years
        iii. Projects/Grants
    b. Accounts Payable and Checks
        i. Vendors
        ii. Checks - up to 3 years
        iii. Invoices- up to 3 years
    c. Capital Assets
    d. Purchasing and Contracts (if needed)
    e. General Billing
        i. Customer standard
        ii. Bills - up to 3 years
        iii. Recurring invoices
    f. Payroll
        i. Accrual Balances
        ii. Accumulators - up to 3 years
        iii. Check History - up to 3 years
        iv. Earnings and Deduction history - up to 3 years
        v. Deductions
        vi. Standard
    g. Optional
        i. Certifications
        ii. Education

        iii. Position Control
        iv. Recruiting
        v. State Retirement Tables
2. Payroll
    a. Accrual Balances
    b. Accumulators
    c. Check History
    d. Earnings and Deduction history
    e. Deductions
    f. Standard
3. Recruiting (optional)
4. EAM
    a. Land
    b. Work Orders
    c. Assets
5. Energov
    a. Community Development
        i. Permits
        ii. Planning
        iii. Reviews
        iv. Code Enforcement
        v. Inspections
    b. Business Management
        i. Business License
        ii. Violations
        iii. Reviews
        iv. Land
6. Utility Billing
    a. Assessment
    b. Back Flow
    c. Balance Forward A/R
    d. Consumption History - up to 3 years
    e. Service Orders
    f. Services
    g. Standard

Project Scope

Koa Hills will work in conjunction with Tyler Technologies and the Customer to determine the data conversion plan, to convert the data for the above modules. The plan will outline the conversion of legacy data by extracting the data from the legacy system into the standardized Tyler format along with a plan to load data into the target system, in a repeatable and verifiable manner using our established data conversion methodology.

The Customer will choose the data window timeframe to convert into the Tyler systems. Converting current data rather than all historical data is recommended, due to potential data format modifications in the legacy system. The timeframe for the data to be converted into the Tyler systems should match the timeframe from the Tyler contract.

Koa Hills will lead the data mapping and will apply business rules to filter or modify data, as necessary. This process will proceed in an iterative manner, so that when new data is created in the legacy system it will flow easily during the conversion process.

Koa Hills will assist the Customer with data validation between systems, as needed once the data has been loaded into Tyler systems.

Project Plan

Koa Hills will:

1. Clearly define the scope of the project
2. Actively refine the scope through targeted profiling and auditing
3. Minimize the amount of data to be converted
4. Meet with the Customer to understand any data issues which may need special mapping
5. Map legacy data into new Tyler formats, as needed
6. Provide data clean-up services, as needed
7. Define a realistic timeline, based on knowledge of data issues
8. Secure sign-off on each stage from a senior business representative
9. Prioritize modules for conversion with a top-down, target-driven approach
10. Aim to volume-test all data in the scope as early as possible at the unit level
11. Allow time for volume testing and issue resolution
12. Segment the project into manageable, incremental chunks
13. Keep a total focus on the business objectives and cost/benefits throughout

Once a go-live date has been chosen, the data conversion will be broken up into prioritized work groups to facilitate manageable segments of the project. A data conversion tracking document will be created and shared, to facilitate the data conversion team's ability to achieve a successful go-live date.

The Tyler Technologies conversion team will upload the data provided and return modification requests to be applied during the following data load. The expectation is that the converted data per module will improve between iterations, so that 100% of the legacy data will be present in Tyler systems for validation.

As with all data conversions, the integration between the data owners and the technology team is critical for a successful project. Koa Hills will keep the lines of communication open and transparent throughout the process.

Roles and Responsibilities

Conversion task	Responsible Party
Data Conversion planning	Koa Hills, Tyler, Customer
Provide legacy system documentation	Customer
Data mapping	Koa Hills, Customer
Extract legacy data	Koa Hills, Customer
Run proofing reports in legacy system	Customer
Ensure data is in Tyler format	Koa Hills
Clean up data formatting	Koa Hills
Submit legacy data to Tyler	Koa Hills
Convert legacy data and deliver to client	Tyler, Koa Hills (for data imports)
Load Conversion data and review in Tyler system (test)	Customer, Koa Hills as needed
Refine legacy data and submit to Tyler (final)	Koa Hills
Convert legacy data and deliver to client (final)	Tyler, Koa Hills (for data imports)
Load Conversion data and review in Tyler system (final)	Customer, Koa Hills as needed
Final approval of converted data	Customer
Load data (final)	Customer, Koa Hills as needed

Assumptions

- Legacy system data will be converted from a single source. If there are multiple legacy systems, then additional professional services may be required.
- Koa Hills will have full access to the legacy system data
- Koa Hills will have full access to the legacy system user interface
- Koa Hills will have full access to Munis
- The Customer will provide legacy system database documentation (ex. Data dictionary, schemas, etc). If no documentation is available, then additional professional services may be required.
- All work will be performed remotely. Travel costs are not included and will be billed as incurred if travel is required.

Notes

The fees for the conversion assistance tasks outlined in this SOW are in addition to the conversion fees contracted for with Tyler. If the Customer would like to change the conversion scope from the original agreement, please contact your Tyler sales representative.

Quoted By:	Alban Michaud
Quote Expiration:	06/12/22
Quote Name:	Village of Germantown-ERP-KOA
Quote Description:	Data Conversion Assistance - KOA Hills Consulting

Sales Quotation For:
Village of Germantown
PO Box 337
Germantown WI 53022-0337

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Koa Hills - Data Conversion Assistance - Utility Billing	1	$ 40,860	$ 0	$ 40,860	$ 0	$ 0	$ 0
TOTAL				**$ 40,860**			**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 0
Total Tyler Services	$ 0	$ 0
Total Third-Party Hardware, Software, Services	$ 40,860	$ 0
Summary Total	**$ 40,860**	**$ 0**
Contract Total	**$ 40,860**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Koa Hills - Data Conversion Assistance - EnerGov	1	$ 44,160	$ 0	$ 44,160	$ 0	$ 0	$ 0
Koa Hills - Data Conversion Assistance - Finance	1	$ 25,800	$ 0	$ 25,800	$ 0	$ 0	$ 0
Koa Hills - Data Conversion Assistance - HCM	1	$ 13,980	$ 0	$ 13,980	$ 0	$ 0	$ 0
TOTAL				**$ 83,940**			**$ 0**

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.
Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Quoted By:	Alban Michaud
Quote Expiration:	06/12/22
Quote Name:	Village of Germantown-ERP-KOA
Quote Description:	Data Conversion Assistance - KOA Hills Consulting

Sales Quotation For:
Village of Germantown
PO Box 337
Germantown WI 53022-0337

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Koa Hills - Data Conversion Assistance - Utility Billing	1	$ 40,860	$ 0	$ 40,860	$ 0	$ 0	$ 0
TOTAL				**$ 40,860**			**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 0
Total Tyler Services	$ 0	$ 0
Total Third-Party Hardware, Software, Services	$ 40,860	$ 0
Summary Total	**$ 40,860**	**$ 0**
Contract Total	**$ 40,860**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Koa Hills - Data Conversion Assistance - EnerGov	1	$ 44,160	$ 0	$ 44,160	$ 0	$ 0	$ 0
Koa Hills - Data Conversion Assistance - Finance	1	$ 25,800	$ 0	$ 25,800	$ 0	$ 0	$ 0
Koa Hills - Data Conversion Assistance - HCM	1	$ 13,980	$ 0	$ 13,980	$ 0	$ 0	$ 0
TOTAL				**$ 83,940**			**$ 0**

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
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BUSINESS OF THE PUBLIC WORKS COMMITTEE & VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: Tuesday, February 1st, 2022

AGENDA ITEM: New Business

ITEM TITLE: 24-hour vehicle use for the Utility Foreman position

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION: The village water utility requests authorizing the 24/7 use of a work vehicle for the Water Utility Foreman positions. This request is due to the job description moving from an hourly non-exempt position to a salaried exempt position which requires 24/7 response. The village employee manual does not identify this position to allow for vehicular use.

Also, this request is to be consistent with the DPW Foreman positions that were recently changed.

ATTACHMENT: ORDINANCE_____RESOLUTION_____ OTHER __X___

RECOMMENDATION: Staff recommends amending the employee manual during the next revision to reflect the change and permission for the Water Utility Foreman position 24/7 vehicle use.

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.