

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, NOVEMBER 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 945 2407 Password: fyMdJrUR673 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=m9c1558ec3d0b6bca81361f46928a7ef9>

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. All written comments will be entered into the record as if given at the hearing / meeting and made available to the members of the Village Board for consideration but may not be read during the hearing / meeting.

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, November 7.

VII. CONSENT AGENDA:

- A. Approval of Minutes October 17, 2022, and October 19, 2022, Meetings.
- B. Accounts payable/payroll:
 - 1. October 14, 2022 Accounts Payable \$ 1,480,460.65
 - 2. October 21, 2022 Accounts Payable \$ 117,498.17
 - 3. October 28, 2022 Accounts Payable \$ 184,350.23
 - 4. October 25, 2022 Payroll \$ 252,398.17
 - 5. November 8, 2022 Payroll \$ 259,021.43

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

- C. Purchase replacement pump from Xylem Water Solutions USA, in an amount not to exceed \$20,741.50, for lift station seven.
- D. Purchase of Wastewater Utility Off-Highway Vehicle with trailer from John P. Lochen Company, Inc., in an amount not to exceed \$28,095.

VII. UNFINISHED BUSINESS

- A. Library Condenser Funding.

VIII. PUBLIC HEARINGS:

- A. None.

IX. NEW BUSINESS:

- A. Resolution 35-2022, Amendment Agreement for the Operation of the Mid- Moraine Municipal Court as it relates to the addition of the Town of Polk, Town of West Bend, and the Big Cedar Lake Protection and Rehabilitation District.
- B. Class B Temporary Beer License for St. Boniface Congregation, W204 N11968 Goldendale Road, Lent Fish Fry, February 24, March 3, March 10, 2023 from 4-7 p.m.
- C. Application for Public Grant Program, Christmas Tree Lot Sales, VFW Post 9202 Germantown, held parking lot W156N9666 Pilgrim Road, Hillcrest Center.
- D. Ordinance No. 20 –2022 Rezoning application to create a Planned Development District (PDD) with an underlying Rm-3: Multi-Family Residential Zoning District, Resolution No. 36-2022 adopting Conditions & Restrictions for the Meissner Planned Development District (PDD) and 2-Lot Certified Survey Map (CSM) to divide the property. Accurate Surveying & Engineering, Applicant for Elwood E. & Susan A. Meissner, Property Owners of N96 W16248 County Line Road and W162 N9630-32 Mayflower Drive.
- E. Football Field Usage Lease Agreement, January 1, 2023 – December 31, 2023, Hawks Football Program.
- F. Foth services agreement, not to exceed \$54,050 for rehabilitation and painting of water tower three on Mequon Road.
- G. Award of Bid Package #2 for the DPW Facility.
- H. DPW Facility and Project Update.
- I. Resolution 37-2022, Disallowance of Claim, Nancy Rydell.

- J. Resolution 38-2022, Disallowance of Claim, David Gogert.
- K. Data Recovery, The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved and then may reconvene into open session to take such action as it deems appropriate.

XI. ADJOURNMENT:

The next regular meeting of the Village Board will be on Monday, November 21, 2022, at 7:00 p.m. The 2023 Budget Public Hearing will be held on Monday, November 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
October 17, 2022**

CALL TO ORDER: The meeting was called to order at 7:40 p.m. by President Wolter.

ROLL CALL: Present: President Wolter, Trustees Baum, Hudson, J. Miller, R. Miller, Myers, Pieper, and Neureuther. Absent Excused: Kaminski. Also present: Administrator Kreklow, Braunschweig, Manager Uselding, Director Standridge, Director Ratayczak, and Manager Hirn.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

No report.

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

An additional listening session will be on Thursday at 6 pm and Monday October 24 at 6 pm.

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

Linda Schower from Bonnie Court came to the podium and spoke against the anti-crime referendum. She spoke against a raise in taxes. She asked for it to be on the agenda.

Melanie Smythe of Cedar Lane came to the podium and spoke about the hydrologists report about the upcoming water/sewer referendum.

Scott Hefle of Old Farm Road came to the podium and spoke about the Village's borrowing.

Ben Hubrich of Carrington Circle came to the podium and spoke positively about the Dheinsville Pavilion and Oktoberfest. He also commented positively on multi-family housing.

CONSENT AGENDA:

- A. Approval of Minutes October 3, 2022 Meeting.
- B. Accounts payable/payroll:
 - 1. October 7, 2022 Accounts Payable \$ 370,309.80
 - 2. October 11, 2022 Payroll \$ 259,997.99

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

- C. ARPA Fall Tree Planting Project in an amount not to exceed \$175,650 with Property Solutions Contracting.
- D. Resolution 28-2022, Esquire Court No Parking.
- E. Resolution 29-2022, Maple Road Industrial Park No Parking Sign Removal.

Motion (Myers/R. Miller) to approve consent agenda items A-E, except C. Request by Pieper to pull item C. Roll call vote carried unanimously.

Motion (Pieper/Hudson) to approve item C, ARPA Tree Planting Project. Discussion of the use of ARPA funding in other IT areas. This is to fund 550 trees. Discussion of use of funding for Library HVAC or IT. Discussion ensued that we are nine years behind in planting trees. Discussion ensued of recently donated trees. Discussion ensued of community organizations to volunteer. Discussion ensued of the beautification of the Village with trees. Pres. Wolter commented to put on the Economic Development agenda. There is \$100,000 allocated tree planting and maintenance.

Motion failed 5-3. Baum, J. Miller, Neureuther, Pieper, and Pres Wolter voted no. Hudson, R. Miller, Myers voted yes.

Hudson requested an opinion on what we can spend the Library building fund money on. Pres. Wolter requested Attorney Sajdak give an opinion on the fund.

UNFINISHED BUSINESS:

A. None.

PUBLIC HEARING:

A. None.

NEW BUSINESS:

A. Historical Society - Request of German Flag to be displayed at Dheinsville Fest Hall

Motion (Myers/Baum) to approve Historical Society - Request of German Flag to be displayed at Dheinsville Fest Hall. Director Standridge came to the podium and introduced the request. The veterans requested that the flag be smaller and lower than the American flag. This is to be inside on the rafters not on a pole. The VFW will assist and the historical society will pay for the cost.

Chris Yatchak commented to do a through research of flag etiquette.

Motion carried. Hudson voted no.

B. Capstone Development Company, Agent for CQ WI 2021, LLC, Property Owner – N128 W20955 Holy Hill Road. 2-Lot Certified Survey Map Application.

Motion (R. Miller/Hudson) to approve Capstone Development Company, Agent for CQ WI 2021, LLC, Property Owner – N128 W20955 Holy Hill Road. 2-Lot Certified Survey Map Application. Motion carried. Pieper voted no.

C. Resolution 30-2022, Resolution to Amend the Public Grant Program Policy.

Motion (Myers/R. Miller) to approve Resolution 30-2022, Resolution to Amend the Public Grant Program Policy. Motion carried unanimously.

Phil Cosson of Ehlers came to the podium and introduced each resolution and borrowing. Options with and without the police facility were reviewed.

The closure of TID 8 in 2030 will have a positive impact. There is an increase each year as the rates increase.

A portion of the building would be paid by the utilities and added the Library HVAC project. The HVAC project is amortized over ten years, rather than twenty years with the rest of the bond issue. TID 9 is included.

The options of the debt structure were reviewed.

All resolutions were reviewed.

This is authorizing the sale and preparing the official statement. The rating call scheduled with Moody's Investors for November 1st. The Bids will be on November 17th. These are parameter sales. We have the ability to delay the sale to the market.

The fund would be wired at the beginning of December. Can pull the sale if there is a market interruption.

The library HVAC system is not a maintenance project, it is an update to a fixed asset. We do not have to borrow for but can borrow based on options. It could be paid for out of reserves, or ARPA funds, the direction from the Village Board was to include with the bonding.

D. Resolution 31-2022, Initial Resolution Authorizing General Obligation Bonds in an amount not to exceed \$205,000 (Library HVAC Upgrades).

Motion (Myers/R. Miller) to approve Resolution 31-2022, Initial Resolution Authorizing General Obligation Bonds in an amount not to exceed \$205,000 (Library HVAC Upgrades). Discussion ensued of placing on the next Village Board meeting. Motion failed. Baum, Hudson, R. Miller, Neureuther, Pieper, Wolter vote no. Myers and J. Miller voted yes.

E. Resolution 32-2022, Initial Resolution Authorizing General Obligation Bonds in an amount not to exceed \$40,575,000 (DPW Building Construction).

Motion (Myers/Baum) to approve Resolution 32-2022, Initial Resolution Authorizing General Obligation Bonds in an amount not to exceed \$40,575,000 (DPW Building Construction). The Bond may be refinanceable in nine years. There is always the potential the project cost could escalate. There is a 10% contingency included. Discussion ensued of stabilization of the market supplies. Motion carried. Pieper voted no.

F. Resolution 33-2022, Initial Resolution Authorizing General Obligation Bonds in an amount not to exceed \$3,850,000 (TID No. 9 Project Costs).

Motion (Myers/Baum) to approve Resolution 33-2022, Initial Resolution Authorizing General Obligation Bonds in an amount not to exceed \$3,850,000 (TID No. 9 Project Costs). Motion carried. Hudson, Pieper, and J. Miller voted no.

- G. Resolution 34-2022, Resolution Authorizing the Issuance and Sale of Not to Exceed \$44,630,000 General Obligation Corporate Purpose Bonds, Series 2022E.

Motion (Myers/R. Miller) to approve Resolution 34-2022, Resolution Authorizing the Issuance and Sale of Not to Exceed \$44,425,000 General Obligation Corporate Purpose Bonds, Series 2022E. Motion carried. Hudson, Pieper, and J. Miller voted no.

- H. Village Internet and Firewall Contracts with Spectrum, Ethoplex, and Fortinet in an amount not to exceed \$64,513.

Motion (Myers/R. Miller) to approve Village Internet and Firewall Contracts with Spectrum, Ethoplex, and Fortinet in an amount not to exceed \$64,513. Discussion ensued of the labor for the installation of the firewalls and the need for redundancy. Discussion ensued of the corruption of data and the failures. Ethoplex uses our tower and why they use our towers. Discussion ensued of receiving additional bids.

Amendment Motion (Pieper/Baum) to amend and remove the firewall portion and look for addition bids for the firewall and send back to General Government and Finance. Motion carried unanimously.

- I. Report on Data Re-Entry and 2021 Audit Update.

Administrator Kreklow and Clerk Treasurer Braunschweig presented information on the re-entry of information.

- J. Report on Tyler – Munis Software Project Update.

Budget Manager Uselding came to the podium. He gave an update of the Tyler Munis Timeline. Utility Billing continues with the go live date of March 2023 and has not changed. 88 hours of training has had to be pushed back to January due to the re-entry of the data. The project timeline has not changed too much just pushed back. We are not using for transactions but we are configuring and using the new system.

ADJOURNMENT.

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

The next regular meeting of the Village Board will be on Monday, November 3, 2022, at 7:00 p.m.

Respectfully Submitted,
Deanna Braunschweig

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
October 19, 2022**

CALL TO ORDER: The meeting was called to order at 6:30 p.m. by President Wolter.

ROLL CALL: Present: President Wolter, Trustees Baum, Hudson, Myers, J. Miller, R. Miller, Neureuther, and Pieper (via Webex). Absent Excused: Kaminski. Also present: Administrator Kreklow, Braunschweig, Superintendents Hogan, Zimmerman, Director Smith, Director Retzlaff, and Directors Standridge, Chief Snow, and Chief DeLain, and Director Ratayczak.

MINUTES; October 12, 2022.

Motion (Baum/R. Miller) to approve the Minutes of October 12, 2022. Motion carried unanimously.

2023 BUDGET REVIEW INCLUDING CAPITAL FOR EACH DEPARTMENT:

Manager Uselding gave an overview of the levy.

A. Community Development – Building Inspection.

The Community Development building inspection budget was reviewed. The building inspection contracted service, Safe Built was reviewed. They receive 62% of the permit revenue and the Village receives 38% of the permit revenue.

The code enforcement position and economic development specialist intern position was reviewed. Discussion ensued of internships and the job description for the economic development specialist. Discussion ensued that citation revenue could offset a portion of the code enforcement position. On average, there is about five hours per month for Safe Built for code enforcement. Discussion ensued of the need for the code enforcement position to be filled for code enforcement reasons as a Village part-time employee to address problems in a quicker manner. Discussion ensued that the economic development would be scheduled and busy; the code enforcement officer would be on-call.

Discussion ensued that legislature is looking to revamp DSPS which will revamp building inspections and plan review.

Discussion ensued on a projection of a downturn in building construction projects.

Discussion ensued of upcoming developments and the 2050 plan. There is some growth in residential.

There is discussion with two developers for commercial residential space; currently waiting on zoning plans.

B. Community Development – Planning / Zoning.

The Community Development planning zoning budget was reviewed. The code enforcement position and economic development specialist intern position were included on this budget.

The Holy Hill District Master Plan, Freistadt District Master Plan, and Lannon @ County Line Gateway Neighborhood Master Plan are on the master plan.

The 2050 plan monies are set aside for the village center master plan and project.

The County monies of \$16,000 – \$20,000 are to assist with next generation housing development and zoning regulations rules are needed. The definition of next generation housing is evolving and changing. Discussion ensued of Vandewall and their development of the next generation housing. In 2017 the state adopted restrictions on development regulation. We are bound to review and approve applications under the rules that exist at the time the application was received. Village Center District is the first priority.

Discussion ensued of the 2050 plan requirements and the budget requirements.

The Holy Hill Gateway Boundary area is in need of land use, building size, berming, separation and set backs.

C. Municipal Development.

The municipal development budget was reviewed. \$8,000 is included for fireworks.

D. Library.

The library budget was reviewed. There was an increase of County Revenues of \$7,000. There is a building conceptual design for the second floor in the capital project. There is an increase in the part-time wages. Discussion ensued of the increase in part-time salaries. This includes vacation time for part-time wages. There are 15 regular part-time staff and 12 receive vacation, sick time, and bereavement leave. These employees do not receive health insurance benefits. Discussion ensued of the permanent part-time employees that receive pro-rated vacation, sick time, and bereavement leave. The library board determines this type of benefit for the library.

Discussion ensued of the Library second floor. It is in the capital plan. The projected constructure work is 2026.

The DPW building is projected to be completed in spring of 2024, then the Police Department would start at the end of 2024, then the library building second floor is projected to start in 2026. Discussion ensued that it is too soon to pursue the Library building conceptual design for the second floor.

Motion (Baum/Neureuther) to remove the Village's match of 25,000 for the Library building conceptual design for the second floor.

Discussion ensued of the different spaces needed for the library for noise control. Discussion ensued of the touring of other library's and their use of different spaces.

Discussion ensued that the Library is looking to a fundraising campaign. Discussion ensued of a marketing campaign.

Discussion ensued of the legacy building schedule and possible changes of the building concept design and put off a couple years.

Discussion ensued of putting off for one year or later next year.

Motion carried. J. Miller and Myers voted no.

Director Smith presented the five-year plan.

E. Library Board.

The Library Board Budget was reviewed.

F. Impact Fees.

The Impact Fees Budget was reviewed. The impact fees will be reviewed in 2023. Discussion ensued of the year to date of impact fees and use of the impact fees.

G. Historic Preservation.

The Historic Preservation Budget was reviewed.

H. Debt Service.

The Debt Service Budget was reviewed. The DPW debt service budget increase was reviewed.

I. TIDS.

The TID budgets were reviewed. TID 6 had no major changes. TID 7 had no major changes. TID 8 no major changes. TID 9 is new to 2023 and near the DPW building / building site.

J. Capital Budget.

The Capital Budget was reviewed. Discussion ensued of the interest rate.

K. Information Requested from Previous Committee of the Whole meetings.

The Capital Budget was reviewed. Discussion ensued of the interest rate and the use of rainy day fund for the capital borrowing for 2023.

Discussion ensued of the ARPA funding and asphalt paving.

Discussion ensued of the use of the rainy day reserves in place of borrowing for the projects including the asphalt road projects.

Discussion ensued of the Fire Station interior flooring needing replaced.

Discussion ensued of the water tenders.

Discussion ensued of stump grinders that are rented on a regular basis. Discussion ensued of the costs of the rental. Discussion ensued of owning one allowing for efficiencies of the operations. The number of stumps ground per year were questioned.

The sidewalk program was discussed and reviewed. The flood mitigation was money borrowed to have available to eliminate drainage issues. The monies remain in reserve until spent. The authorization it to spend the reserves. This is providing expenditure authority.

Motion (Baum/Pieper) to remove the \$45,000 for the sidewalk program. Discussion ensued of the Mequon Road and a piece on Maple. There is an overall sidewalk plan showing the existing

walks. Discussion ensued of outstanding development sidewalk projects. Discussion ensued of the division sidewalk, grant from Revere to Mequon, South of that would be responsibility of the Village. Could not complete the walk from Wendy Lane or the design on Mequon. Discussion ensued of the sidewalk from Wendy Lane.

Motion fails. Hudson, R. Miller, J. Miller, Myers, Neureuther, Pieper, and Wolter voted no. Baum voted yes.

Motion (Baum/J. Miller) to remove 500,000 from the asphalt paving from the capital budget, leaving 2.2 Million.

Amendment Motion (J. Miller) to use 500,000 from reserves to fund police and fire department positions. Motion failed for lack of a second.

Administrator Kreklow advised against the use of the reserve funds for permanent positions.

Original motion carried unanimously.

Discussion ensued of the replacement of the Kinderberg playground equipment. This is an inclusive playground that caters to people with disabilities.

L. Information Requested from Previous Committee of the Whole Meetings.

Discussion ensued of the printing of the recreational brochures. Discussion ensued of the legislative line item. Discussion ensued that the overtime for the police department would cover an officer. Discussion ensued that the overtime budget would still be needed. Discussion ensued of lateral police department hires.

Discussion ensued to add the Police Department and Fire Department Overtime on the next Public Safety meeting.

M. Parking Lot Items.

Motion (R. Miller/Hudson) to post pone the year end parking lot items until after the audit. Motion carried unanimously.

Discussion ensued of the recreation brochures and the majority of the surrounding communities print mailers several times a year.

PUBLICATION OF THE 2023 BUDGET PUBLIC HEARING NOTICE.

Motion (Baum/Hudson) to forward the 2023 budget to the Village Board and send for public hearing. Motion carried unanimously.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 8:30 p.m.

Respectfully Submitted,
Deanna Braunschweig
Village Clerk / Treasurer

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

MEETING DATE: Tuesday, November 1st, 2022

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Purchase Replacement Pump Lift 7

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

Late in July we suffered a complete failure of a pump at Lift 7. The pump was an original pump from the original Lift 7 which went online in 1993. Over its lifecycle it has been overhauled one time by Xylem Water and twice by Utility staff. It is no longer a cost-effective option to rebuild it again at 29 years of age. Replacement parts will cost \$17,827.92. A new pump with warranty will be \$20,741.50.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER__X__

RECOMMENDATION:

It is staff's recommendation to purchase (1) One Flygt NP-3135 20 horsepower submersible sewage pump to replace the failed unit from Xylem Water Solutions USA for the amount not to exceed \$20,741.50 With monies to come out of 60-180-184-3230 Electric Pumping Equipment. And to forward this recommendation on to the Village Board with a positive recommendation.

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.



Xylem Water Solutions USA, Inc.
Flygt Products

September 8, 2022

VLG OF GERMANTOWN
PO BOX 337
PO BOX 337
GERMANTOWN WI 53022-0337

N26 W23445 Paul Road
Pewaukee, WI 53072
Tel (262) 544-1922
Fax (262) 544-1399

Quote # 2022-PEW-0548
Project Name: Germantown 3153
Job Name:

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

3153

Qty	Part Number	Description	Unit Price
1	3153.095-0005	Flygt Model NP-3153.095 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 20 HP 1750 RPM motor, 462 impeller, 1 x 50 Ft. length of SUBCAB 4G16+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 18,576.75
1	651 08 00	BRACKET,SLIDING 3" CI	\$ 336.75
1	14-58 31 23	SPACER,BRACKET SLIDING	\$ 659.25
1	14-46 22 16	BOLT,ALLEN HEAD M12 X 60 316SS	\$ 24.75

3153 Price \$ 19,597.50

Total Price \$ 19,597.50

Freight Charge \$ 1,144.00

Total Price \$ 20,741.50

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the

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jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Schedule: Submittals are not applicable. Delivery lead times are XX weeks after order acceptance.

Terms of Payment: 100% N30 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Terms of Delivery: PP/Add Order Position

Validity: This Quote is valid for sixty (60) days.

COVID 19: Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

I hope that this information is helpful to you. Should you require additional information or have any questions, please do not hesitate to contact me.

Sincerely,

***Xylem Water Solutions USA, Inc.
Flygt Products***

Joshua Voigt
Sales Representative
Phone: 262/506-2343
Cell: 414/719-5567
joshua.voigt@xylem.com
Fax: 262/544-1399



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2022-PEW-0548
Customer Name: VLG OF GERMANTOWN
Job Name:
Total Amount: \$ 19,597.50
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____



PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2022-PEW-0124

Date: 8/26/2022

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Tag #: 4179

JobName:

Customer Information

Company Name: VLG OF GERMANTOWN

Address

PO BOX 337

PO BOX 337

GERMANTOWN WI53022

Contact:

Telephone: 262-253-7765

Telephone:

Fax:

Email:

Following is an estimate prepared for you regarding the repair of your Flygt pump.

Product Identification

Product Number:

Serial Number: 3152.091-9250027

Model:

Impeller Code: 432

HP: 20

Volts: 460

Phases: 3

Inspection Information

Inspected By: Noah Scheel

Motor Data: Wire Configuration: U1:White V1:Red W1:Black

Megger to ground: R 3.2 B 2.5 W 3

Resistance through cable: RB 0.79 RW 0.79 BW 0.79

Stator Condition: Fair

Shaft Condition: Unusable

Oil Condition: Unusable

Inspection Plugs:

Sensors:

☒ FLS

☐ CLS

☐ KLIX

☐ Bearing

☒ Cable

Hydraulic: Impeller/Propeller Condition: Fair

Volute Condition: Poor

Cable Condition: Good

Cable Length:





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2022-PEW-0124

Date: 8/26/2022

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Tag #: 4179

JobName:

Hydraulic Type: C

Installation

Type: P

☐ Control

Discharge Size: 6

☐ MFV

Primary Requirement: Media throughout pump

Repair/Service Requirements and remarks

Media intrusion throughout the pump. Both wear rings worn out. FLS bad. Rotor scored and grooved. Oil plug stripped out. Bearing housing cracked.

Parts, Labor and Other Charges

Parts:

Qty	PartNo	Description	Sell Price	Total Price
1	14-	Reface volute.	\$3,076.92	\$3,076.92
1	601 89 21	KIT,REPAIR BASIC+ 3152.091,181	\$3,878.00	\$3,878.00
1	426 84 00	TERMINAL BOARD UNIT	\$696.00	\$696.00
1	510 88 05	ROTOR UNIT	\$3,190.00	\$3,190.00
1	518 89 02	DETECTOR,LEAKAGE UNIT FLS	\$339.00	\$339.00
1	504 78 11	CABLE UNIT	\$198.00	\$198.00
1	345 25 02	RING,WEAR ROTATING 304	\$572.00	\$572.00
1	319 38 00	RING,WEAR STATIONARY STEEL/NBR	\$648.00	\$648.00
2	82 70 34	PLUG,M30 STEEL	\$41.00	\$82.00
1	510 82 01	HOUSING,BEARING CI	\$3,384.00	\$3,384.00
		Block Price		\$16,063.92
		Total Price		\$16,063.92

Labor and Other Charges:

Qty	PartNo	Description	Sell Price	Total Price
12	14-69 00 02	LABOR,SERVICE FLYGT Z3-TP MODELS:	\$135.00	\$1,620.00





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2022-PEW-0124

Date: 8/26/2022

Page 3 of 5

Tag #: 4179

JobName:

		3000,7000,8000			
1	14-69 00 21C	ENV FEE 11-50HP NO TAX	TP ENVIRONMENTAL	\$83.00	\$83.00
		FEE			
1	14-69 00 24A	SHOP SUPPLIES-MEDIUM PUMPS	TP MISC SUPPLIES	\$61.00	\$61.00
		FOR REPAIR			
		Total Price			\$1,764.00

Total Price: \$17,827.92

Product Replacement

Product Number:

Estimated Delivery: Weeks

Cost of New Unit:

Description:

Terms

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

A signed Purchase Order or approval below must be received before any repair work can begin.

If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.

Validity: This Quote is valid for thirty (30) days.

Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Terms of delivery: Freight PP/Add Actual

Terms of payment: Net 30 Standard

If this product is not repaired, a fee of 2 labor hours will be charged for labor required for the inspection performed. We will require a purchase order from you for these charges.

Warranty: Parts used for this repair carry a 12 month warranty.

Terms & Conditions: The Xylem Water Solutions USA, Inc. North American Terms and Conditions of Sale apply to this offer.



Flygt Products
N26 W23445 Paul Road , Pewaukee WI 53072
PH: (262) 544-1922
FX: (262) 544-1399





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2022-PEW-0124

Date: 8/26/2022

Page 4 of 5

Tag #: 4179

JobName:

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Noah Scheel

Phone:

Fax:

Email:



Flygt Products
N26 W23445 Paul Road , Pewaukee WI 53072
PH: (262) 544-1922
FX: (262) 544-1399





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2022-PEW-0124

Date: 8/26/2022

Page 5 of 5

Tag #: 4179

JobName:

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount shown above.

☐

Repair

☐

Replacement

Customer Name: _____

Date: _____

Customer Signature: _____

PO #: _____

Ship To:

☐

Will Pick Up

☐

Deliver

☐

Ship To

Ship/Delivery Address:

Bill To:

Taxable:

☐

Yes

☐

No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.



Flygt Products
N26 W23445 Paul Road , Pewaukee WI 53072
PH: (262) 544-1922
FX: (262) 544-1399



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

MEETING DATE: Tuesday, November 1st, 2022

AGENDA ITEM: New Business

ITEM TITLE: Consideration of purchase-Wastewater Utility OHV with Trailer

SUBMITTED BY: Timothy K. Zimmerman- Supt. Wastewater Utility

SUMMARY EXPLANATION:

We are presenting for your review the proposals for the Wastewater Utility OHV and Trailer which was included in the 2022 Wastewater Budget. Vehicle will be used for easement maintenance and inspections where it is not feasible or desirable to use a pickup truck.

John P. Lochen, Inc. –	Kubota RTV-X1100	\$28,095.00
Mid-State Equipment -	John Deere Gator 865M	\$36,369.02
Bobcat Plus, Inc. -	Bobcat UV34 Diesel	\$33,144.00

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

It is staff's recommendation to purchase (1) One Kubota RTV-X1100 with trailer and options as specified, from John P. Lochen, Inc. for the amount not to exceed \$28,095.00 and to forward this purchase request on to the Village board with a positive recommendation. Money is budgeted in the 2022 Wastewater Utility Budget Capital 60-180-184-3790 General Equipment.

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.

KECOUNTRY

Versatility & Performance. Front PTO attachment options for RTV-X1100.



Business of the Village Board

MEETING DATE: November 7th, 2022

AGENDA ITEM: Unfinished Business

ITEM TITLE: Library Condenser Funding Options

FROM: Matthew Uselding, Budget Manager

SUMMARY:

At the October 17th Village Board Meeting, the Board opted not to fund the library condenser replacement project through bond proceeds. Below are alternative funding options for the Board to consider. Any option that includes library capital would have to be approved by the Library Board.

	General Fund Reserves	ARPA	Library Capital Reserve	Total
Option 1	\$202,000	\$ -	\$ -	\$202,000
Option 2	\$ -	\$202,000	\$ -	\$202,000
Option 3	\$101,000	\$ -	\$101,000	\$202,000
Option 4	\$ -	\$101,000	\$101,000	\$202,000

RECOMMENDED ACTION

- Select one of the options as the funding mechanism for the Library Condenser Replacement Project

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 35-2022

**FIFTEENTH AMENDED AGREEMENT FOR THE OPERATION OF THE
MID- MORaine MUNICIPAL COURT**

WHEREAS, the Village of Germantown is entered into the Mid-Moraine Municipal Court;
and,

WHEREAS, the following communities are included in the agreement: City of Cedarburg, Village of Germantown, Village of Grafton, City of Hartford, Town of Hartford, Village of Fredonia, Village of Jackson, Village of Kewaskum, City of Mequon, Village of Newburg, Town of Polk, City of Port Washington, Village of Saukville, Village of Slinger, Village of Thiensville, Town of Trenton, and City of West Bend. And, WHEREAS, The Town of Polk, Town of West Bend, and Big Cedar Lake Protection and Rehabilitation District have requested to be added to the “Member Municipalities”.

NOW THEREFORE BE IT RESOLVED, that the Village of Germantown agrees to the addition Town of Polk, Town of West Bend, and Big Cedar Lake Protection and Rehabilitation District as listed in the attached agreement for the Mid-Moraine Municipal Court and the Mid-Moraine Municipal Court Agreement is hereby approved.

Introduced by: _____

Adopted: November 7, 2022

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

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

Business of the Village Board

MEETING DATE: November 7th, 2022

AGENDA ITEM: Mid-Moraine Municipal Court Agreement Amendment

ITEM TITLE: Inclusion of Town of Polk, Town of West Bend, and Big Cedar Lake Protection and Rehabilitation District

FROM: Matthew Uselding, Budget Manager

SUMMARY:

On October 4th, the Administrative Committee for the Mid-Moraine Municipal Court approved the Town of West Bend and the Big Cedar Lake Protection and Rehabilitation District requests to join the Mid-Moraine Municipal Court. The request to join to the Mid-Moraine Municipal Court from the Town of Polk was approved back on April 4, 2022. In order for new members to join the Mid-Moraine Municipal Court, all member municipalities must approve the amended agreement.

COST BREAKDOWN

- No financial impact

ATTACHMENT:

- Fifteenth-Amended Agreement

RECOMMENDED ACTION

- Approve amended agreement

~~FOURTEENTH~~FIFTEENTH-AMENDED AGREEMENT
FOR THE OPERATION OF THE
MID-MORAINÉ MUNICIPAL COURT
(§66.0301, *Wisconsin Statutes*)

This Agreement is entered into by and between the City of Cedarburg, Village of Germantown, Village of Grafton, City of Hartford, Town of Hartford, Village of Fredonia, Village of Jackson, Village of Kewaskum, City of Mequon, Village of Newburg, Town of Polk, City of Port Washington, Village of Saukville, Village of Slinger, Village of Thiensville, Town of Trenton, and City of West Bend, Town of West Bend, and Big Cedar Lake Protection and Rehabilitation District municipal corporations organized and existing under the laws of the State of Wisconsin hereinafter called the “Member Municipalities”. The Member Municipalities contract and agree as follows:

1. GENERAL. The Municipal Court shall be organized and shall operate pursuant to the *Wisconsin Statutes*, the ordinances adopted by the Member Municipalities, and the terms of this Agreement. In the event of conflicts, the provisions of the *Wisconsin Statutes* shall govern.
2. ORGANIZATION. Except for matters required by statutes to be determined by the respective governing bodies of Member Municipalities, the general operation of the court shall be by the Judge and the Court Administrative Committee.
3. COURT ADMINISTRATIVE COMMITTEE.
 - (a) **Composition**. The Court Administrative Committee shall be comprised of one representative of each Member Municipality, who shall be appointed by the mayor, president, or chairman of the Member Municipality, subject to confirmation by the municipality’s governing body. In order to assure participation and continuity of representation, each Member Municipality may provide for an alternate representative who shall act on committee matters in the absence of the representative. Neither the representative nor the alternative representative of a Member Municipality shall be a police officer for the municipality or an attorney representing the municipality.
 - (b) **Powers and Duties**. The Administrative Committee shall have general control over the operation of the court, except where such control is specifically granted to the Judge or the governing bodies by statute, in which case the Administrative Committee shall be a recommending agency. The Administrative Committee shall be responsible for the selection of the Clerk of the Municipal Court, subject to appointment by the Judge. The Administrative Committee shall recommend to the governing bodies for determination the salary of the Judge and the number and salary of the Clerks and/or Deputy Clerks. The Administrative Committee shall cause appropriate bank accounts to be established for the deposit of all fees, forfeitures, assessments, and costs paid into the court and shall adopt appropriate accounting procedures to ensure the proper handling of said funds. The Administrative Committee shall, with the assistance of the Clerk and Judge, prepare an annual budget for the operation of the court.
 - (c) **Procedure and Voting**. The Court Administrative Committee shall be governed by *Robert’s Rules of Order Revised*. A majority of the members of the committee shall constitute a quorum. A majority vote shall be required to adopt any motion or resolution.

- (d) **Voting Members.** The duly appointed and confirmed representative or alternate representative of each Member Municipality shall be a permanent voting member of the Court Administrative Committee.
- (e) **Officers.** The Officers of the Court Administrative Committee shall consist of a President, Vice President, Treasurer and Deputy Treasurer.
- (f) **Term.** Officers shall serve a term of ~~three~~ two years. No member may serve in the same office for more than one term, except the Treasurer and Deputy Treasurer who may serve for two consecutive terms. The term of office of each Officer shall begin on July 1 and end on June 30.
- (g) **Compensation.** Officers shall serve without compensation.
- (h) **Nominating Committee.** ~~On or before February 15 of each year, the~~ The President shall appoint a Nominating Committee consisting of three representatives on the Court Administrative Committee. The Nominating Committee shall endeavor to provide at least two candidates for each open seat, except the Nominating Committee need not find two candidates for a seat held by an incumbent that is seeking reelection.
- (i) **Election of Officers.** Officers shall be elected by the Court Administrative Committee at their Spring meeting.
- (j) **Vacancies.** Vacancies in any Officer position shall be filled by the Court Administrative Committee. Any person filling an unexpired term of an Officer may serve in that same capacity until June 30 when the term expires.
- (k) **Duties of the President.** The President shall preside at all meetings of the Court Administrative Committee; perform the duties customary to that office; appoint members of the standing committees; appoint such special committees as are necessary for the proper functioning of the Court Administrative Committee.
- (l) **Duties of the Vice President.** The Vice President shall act as President in the event of the President's absence or inability to serve and during any period in which the office of President is vacant. The Vice President shall become President after the President's term is completed.
- (m) **Duties of Treasurer.** The Treasurer shall act as Treasurer of the Court Administrative Committee; perform the duties customary to that office.
- (n) **Duties of Deputy Treasurer.** The Deputy Treasurer shall act as Treasurer in the event of the Treasurer's absence or inability to serve and during any period in which the office of Treasurer is vacant.

4. JUDGE’S SALARY. The salary of the Judge shall be set by a majority of the governing bodies of Member Municipalities of the Court Administrative Committee.
5. COURT PERSONNEL.
 - (a) **Clerk.** The selection of the Clerk of the Municipal Court shall be made by the Judge and Administrative Committee. The Clerk must be appointed by the Judge pursuant to *Wis. Stats.* §755.01 and §755.10.
 - (b) **Compensation.** The salary and fringe benefits of the Clerk and any other court personnel shall be established by a majority of the governing bodies of Member Municipalities of the Court Administrative Committee after recommendation of the committees.
 - (c) **Administration.** The Judge, Clerk and any other court personnel shall be employees of the Municipal Court.
6. FORFEITURES, FEES, PENALTY ASSESSMENTS, AND COSTS. All forfeitures, fees, penalty assessment, domestic abuse assessment, and costs paid to the Municipal Court under a judgment before the Municipal Judge shall be paid to the respective municipal treasurers within seven (7) days after receipt of the money by the Municipal Judge or other court personnel. At the time of the payment, the Municipal Judge shall report to the treasurers the title of the action, the offense for which a forfeiture was imposed, and the total amount of the forfeiture, fees, penalty assessment, domestic abuse assessments, and costs if any. The treasurers shall disburse the fees, costs, and assessment as provided in *Wis. Stats.* §§165.87(2), 167.31(5), 346.655(2), 814.65(1), and 973.055(2). All jail assessments paid to the Municipal Court under a judgment before the Municipal Judge shall be paid to the respective county treasurers within seven (7) days after receipt of the money by the Municipal Judge or other court personnel. The municipal portions of the court costs, as provided in §§814.65(1), shall be maintained in the Municipal Court operational account. Any excess revenue over budgeted expenditures shall be disbursed at the end of the fiscal year. All forfeitures shall be disbursed at least monthly to the Member Municipality for which judgment was entered.
7. BUDGET PROCESS.
 - (a) **Time and Approval.** The Clerk and the Judge shall submit a proposed budget to the Court Administrative Committee annually no later than November 15th of each year for the next succeeding year. Approval by a majority of all of the Administrative Committee members shall constitute approval of the budget.
 - (b) **Court Costs.** The local share of the court costs required to be collected pursuant to *Wis. Stats.* §814.65(1) shall be applied to the expenses of the court as determined in the budget. The local share shall not be credited to a Member Municipality’s account.

- (c) **Expenses.** The net expenses, whether denominated start-up expenses, capital expenditures, operating expenses, or otherwise, and including those charged under ¶5, after application of the local share of court costs, shall be paid by the Municipal Court, which shall in turn charge each of the Member Municipalities its share. Each Member Municipality's share shall be determined as follows:
- (1) For the year 1991, the shares shall be proportional to the populations of the Member Municipalities as estimated by the Wisconsin Department of Administration for 1989.
 - (2) For the year 1992, the shares shall be proportional to the populations of the Member Municipalities as determined by the 1990 federal census.
 - (3) For the year 1993, the shares shall be proportional to the populations of the Member Municipalities as estimated by the Department of Administration for 1992.
 - (4) For each year thereafter, the ~~Administrative Committee shall determine a minimum amount to be paid by each municipality. The balance total amount~~ of the expenses shall be paid proportional to the number of citations and complaints filed with the court by each Member Municipality during the current calendar year, except as otherwise specifically provided below. All Member Municipalities are required to pay at least 0.25% of the Court's total expenses.
 - (5) For the year 1996, the Village of Grafton shall pay 11.54% and the City of Port Washington shall pay 13.61% of the net expenses of the court. Thereafter, the shares of those municipalities shall be determined based on the number of citations and complaints filed as provided above. In addition to the amounts payable under this paragraph, the Village of Grafton shall pay to the court \$4,214.01 in three annual installments of \$1,404.67 each; and the City of Port Washington shall pay to the court \$4,232.67 in three annual installments of \$1,410.89 each. The additional payments shall be made by January 15th of each of the years 1996, 1997, and 1998.
 - (6) In addition to the amounts payable under this paragraph, the Town of Erin shall pay to the court \$1,053.65 in three annual installments of \$351.22 each; the Village of Germantown shall pay to the court \$5,265.04 in three annual installments of \$1,755.01 each; the Town of Hartford shall pay to the court \$1,152.32 in three annual installments of \$384.11 each; the Village of Saukville shall pay to the court \$1,333.77 in three annual installments of \$444.59 each; and the Town of Trenton shall pay to the court \$1,381.52 in three annual installments of \$460.51 each. The additional payments shall be made by January 15th of each of the years 1999, 2000, and 2001.
 - (7) In addition to the amount payable under this paragraph, the Village of Newburg shall pay to the court \$984.03 in three annual installments of \$328.01 each. The payments shall be made by January 15th of each of the years 2001, 2002, and 2003.

- (8) In addition to the amount payable under this paragraph, the City of Cedarburg shall pay to the court \$6,144.18 in three annual installments of \$2,048.06 each. The payments shall be made by March 15th of each of the years 2003, 2004, and 2005.
- (9) In addition to the amount payable under this paragraph, the Village of Fredonia shall pay to the court \$819.95 in three annual installments of \$273.32 each. The payments shall be made by March 15th of each of the years 2006, 2007, and 2008.
- (10) In addition to the amount payable under this paragraph, the Village of Thiensville shall pay to the court \$2,150.02 in three annual installments of \$716.67 each. The payments shall be made by March 15th of each of the years 2010, 2011, and 2012.
- (11) In addition to the amount payable under this paragraph, the City of Mequon shall pay to the court \$10,780.80 in three annual installments of \$3,593.60 each. The payments shall be made by March 15th of each of the years 2011, 2012, and 2013.

(12) In addition to the amounts payable under this paragraph, the Big Cedar Lake Protection and Rehabilitation District shall pay to the court \$409.26 in three annual installments of \$136.42 each; the Town of Polk shall pay to the court \$1,961.67 in three annual installments of \$653.89 each; and the Town of West Bend shall pay to the court \$2,377.80 in three annual installments of \$792.60 each. The payments shall be made by January 25th of each of the years 2023, 2024, and 2025.

8. LOCATION OF SESSIONS. Each Member Municipality shall provide a place for the Judge to hold court, or it may authorize him or her to hold court in another Member Municipality at a convenient place. Court sessions shall be held exclusively in each such place at least once monthly and, to the extent reasonably possible, at a convenient time for the Member Municipality bringing the action.
9. CONTRACT ADMINISTRATION AND AMENDMENTS. The affirmative vote of a majority of all the governing bodies of Member Municipalities shall be required to adopt any resolution pertaining to the operation of the court.
10. WITHDRAWAL. Any Member Municipality may withdraw from this Agreement by giving notice in writing to the Judge no later than August 31st of any year. Upon giving such notice, the Member Municipality's participation in the Municipal Court shall terminate at the end of said year.
11. ADDITIONAL MEMBERS. Additional municipalities may become Member Municipalities under such condition as may be determined by the Court Administrative Committee upon approval by the governing bodies of all the existing Member Municipalities.
12. TERM. This Agreement shall terminate as of April 30, 2051 for all Member Municipalities. Upon termination, any surplus of assets over expenses held by the court shall be distributed to the Member Municipalities in proportion to their contributions to the expenses of the court over the life of the Agreement. For purposes of this paragraph, Member Municipalities does not include those who withdraw under ¶10.

13. SURVIVAL OF OBLIGATIONS. The obligation to contribute to expenses under ¶7 and the right to receive distributions under ¶6 shall survive the withdrawal from or termination of the Agreement, except that a municipality which withdraws shall not be responsible for expenses incurred after its withdrawal.

This agreement as amended is effective on January ~~May~~ 1, ~~2021~~2023.

CITY OF CEDARBURG

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

VILLAGE OF FREDONIA

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF GERMANTOWN

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF GRAFTON

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

CITY OF HARTFORD

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

TOWN OF HARTFORD

Approved on: _____

By: _____
[Name], Chairman

Attest: _____
[Name], Clerk

VILLAGE OF JACKSON

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF KEWASKUM

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

CITY OF MEQUON

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

VILLAGE OF NEWBURG

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

TOWN OF POLK

Approved on: _____ By: _____
[Name], Chairman

Attest: _____
[Name], Clerk

CITY OF PORT WASHINGTON

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

VILLAGE OF SAUKVILLE

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF SLINGER

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF THIENSVILLE

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

TOWN OF TRENTON

Approved on: _____

By: _____
[Name], Chairman

Attest: _____
[Name], Clerk

CITY OF WEST BEND

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

TOWN OF WEST BEND

Approved on: _____ By: _____
[Name], Chairman

Attest: _____
[Name], Clerk

BIG CEDAR LAKE PRD

Approved on: _____ By: _____
[Name], Chairman

Attest: _____
[Name], Clerk

**VILLAGE OF GERMANTOWN
APPLICATION FOR PUBLIC GRANT PROGRAM**

Application Date: 10-18-22 **DEADLINE 60 DAYS BEFORE FIRST EVENT

Organization/Group Name: UFW POST 9202 GERMANTOWN

Address: _____

Phone: _____

Applicant

Name: JOHN WERER

Address: 6154 N 10002 MOONLITE DR.

Phone: 262-255-6216

Email: _____

Purpose or Mission Statement: CHRISTMAS TREE LOT SALES

EVENT #1: _____ Date(s) Of Event: 11-16-22, 12-1-22.

Event Description: FUND RAISER FOR UFW POST 9202.

Estimated Attendance: _____ Times of Event: 8A.- 7P.

Location of Event: LATITUDES PARKING LOT 6156 N 9666 Pilgrimage Rd Hillcrest Center

Permits, Licenses & User fee(s) requested for waiver: (list every permit, license and user permit separately along with fee(s) for each and attach application for each) _____

Temporary Use Fee

Tree donated. 11/17/2022

EVENT #2: _____ Date(s) Of Event: _____

Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

Permits, Licenses & User fee(s) requested for waiver: (list every permit, license and user permit separately along with fee(s) for each and attach application for each) _____

EVENT #3: _____ Date(s) Of Event: _____

Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

Permits, Licenses & User fee(s) requested for waiver: (list every permit, license and user permit separately along with fee(s) for each and attach application for each) _____

EVENT #4: _____ Date(s) Of Event: _____

Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

Permits, Licenses & User fee(s) requested for waiver: (list every permit, license and user permit separately along with fee(s) for each and attach application for each) _____

EVENT #5: _____ Date(s) Of Event: _____

Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

Permits, Licenses & User fee(s) requested for waiver: (list every permit, license and user permit separately along with fee(s) for each and attach application for each) _____

(If more space is needed for additional events, please attach additional pages.)

How will the event(s) benefit the Village of Germantown? _____

VFW Post 9202 Germantown organization or individual shall hold harmless, defend and indemnify the Village of Germantown and its officers, agents, officials, employees and volunteers from and against any and all liability, loss damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the organization's or individual's performance or work related to the event(s) or gathering(s) which are the subject of the grant award or any failure to comply with any obligations or conditions contained in the Public Grant Program, except such loss or damage which was caused by the sole negligence or willful misconduct of the Village.

Date: 10-18-2022

Signature

JOHN R. WEBER

Print Name of Signature

W154 N 1000 MOONLITE DR.

Street Address

GERMANTOWN WI. 53022

City, State & Zip Code

Additional information to be included with submission of application:

- ☐ Insurance submitted \$1,000,000 (minimum limit) – required for events having over 100 people in attendance. **Must also name the Village of Germantown as additional insured.**
- ☐ A budget stating projected expenses, revenues and funding source(s) specific to the event(s) or gathering(s), which projects a break-even or profitable event(s) or gathering(s) when calculated using the Grant request.
- ☐ Proof of non-profit status or like capacity
- ☐ Applications for or issued permits, licenses and use permits required for event.

PLEASE RETURN TO: VILLAGE OF GERMANTOWN
CLERK'S DEPARTMENT
N112 W17001 MEQUON ROAD, P.O. BOX 337
GERMANTOWN, WI 53022-0337
Phone: 262-250-4740 Fax: 262-253-8255

(Office use only)

Date received by Village Clerk: 10/18/2022

Date to Village Board: 11/3/2022

Approval by Village Board: (YES OR NO) _____ Date: _____

Verify which fee(s) listed on application were approved or note those which were not approved:

Date and signature of Clerk staff verification

Notification to Departments of fees waived: _____

(List Dept. and Amount, date and initials of Clerk staff notifying them)

Request to Finance Department for reimbursement to Organization/Individual of fees granted:

Date submitted, initials of person submitting request & amount requested

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: November 7, 2022

AGENDA ITEM: New Business [REZONING ORDINANCE & CERTIFIED SURVEY MAP]

ITEM TITLE: Elwood E. and Susan A. Meissner, Property Owners – N96W16248 County Line Road & W162N9630-32 Mayflower Drive; Applications to: Rezone 1.145 acres from Rm-3: Multiple-Family to Rm-3: Multiple-Family with a Planned Development District (PDD) Overlay; and a 2-Lot Certified Survey Map (CSM)

SUBMITTED BY: Emily Zandt, Associate Planner/Zoning Administrator

SUMMARY EXPLANATION:

Elwood and Susan Meissner are the property owners of a 0.607-acre parcel located in the northeast corner of the County Line Road and Mayflower Drive intersection. The 0.62-acre property contains two (2) separate multi-family dwellings. The original farmhouse, located on the south side of the lot, has been converted into three units. According to documents available in Village files, Mr. Meissner applied for and received permits to construct the duplex on the northern portion of the lot in 1976. The purpose for the proposal is to divide the property into two parcels so that each structure can be sold separately.

To accomplish this, the joint owners are requesting approval of a rezoning application and a 2-lot certified survey map (CSM) to divide the 0.607-acre residential property in compliance with current land use and zoning regulations that now apply to the property.

PLAN COMMISSION RECOMMENDATIONS:

APPROVE rezoning the property from the Rm-3: Multiple-family District to the Rm-3: Multiple-family District with a Planned Development District (PDD) overlay containing the following changes to the underlying Rm-3 District requirements as set forth in a formal conditions & restrictions resolution for the PDD:

- a. LOT AND BUILDING REQUIREMENTS
 - i. Principal Building Setbacks (minimum)
 1. Front/Street Yard:
 - a. N96W16248 County Line Rd 15.9 feet
 - b. W162N9632 Mayflower Dr 31.1 feet
 2. Side Yard
 - a. W162N9632 Mayflower Dr (north) 10.5 feet
 - ii. Accessory Building Setbacks (minimum)
 1. Rear Yard
 - a. W162N9632 Mayflower Dr (west) 6.6 feet
 - iii. Minimum Lot area
 1. N96W16248 County Line Rd 0.380 acres
 2. W162N9632 Mayflower Dr 0.227 acres
 - iv. Lot Width/Frontage at Street Yard Setback

Meissner

Page 2

#

- | | |
|-----------------------------|------------|
| 1. N96W16248 County Line Rd | 117.7 feet |
| 2. W162N9632 Mayflower Dr | 75 feet |

APPROVE the proposed 2-lot Certified Survey Map (CSM) to divide the 0.62-acre parcel owned by Elwood & Susan Meissner located on County Line Road and Mayflower Drive subject to the following conditions:

1. All technical issues and plan corrections identified by the Public Works Department consulting surveyor (see letter dated September 15, 2022) shall be addressed and reflected in a revised CSM submitted to the Village prior to Village Board action.
2. The CSM shall be revised to include the underlying Rm-3 District setback requirements or as established in the PDD conditions and restrictions resolution.
3. A note shall be added to the CSM that restricts access to the property from County Line Road.

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.

Elwood & Susan Meissner, N96 W16248 County Line Road and W162 N9632 Mayflower Drive.

The property owners are requesting approval of a rezoning application and 2-lot certified survey map in order to divide an existing .62-acre residential property containing two existing multi-family dwelling units. Associate Planner Zandt summarized the proposal.

Public Hearing opened at: 8:03 am.

- Ed Hurtz, W148 N9993 Rimrock Road, owns duplex across the street. Asked if lot 2 could be expanded into additional units. Trustee Baum said the process would need to be followed.
- Don Thoma, Accurate Surveying, explained the division is proposed because the owners are doing estate planning. He asked if it was necessary to put the setbacks on the CSM. Associate Planner Zandt explained when the exact setbacks for the buildings is known, those setbacks will need to be shown on the CSM as part of the PDD instead of the normal Rm-3 setbacks. Director Retzlaff stated the division is to accommodate the property owners desire to divide the property into two and not intended to allow a greater amount of development on either properties.

Public Hearing closed at 8:07 pm.

MOTION Laszewski second Nilles to Approve rezoning the property from the Rm-3: Multiple-family District to the Rm-3: Multiple-family District with a Planned Development District (PDD) overlay containing the following changes to the underlying Rm-3 District requirements as set forth in a formal conditions & restrictions resolution for the PDD:

a. LOT AND BUILDING REQUIREMENTS

i. Principal Building Setbacks (minimum)

1. Front/Street Yard:

- a. N96W16248 County Line Rd 15.9 feet**
- b. W162N9632 Mayflower Dr 31.1 feet**

2. Side Yard

- a. W162N9632 Mayflower Dr (north) 10.5 feet**

ii. Accessory Building Setbacks (minimum)

1. Rear Yard

- a. W162N9632 Mayflower Dr (west) 6.6 feet**

iii. Minimum Lot area

- 1. N96W16248 County Line Rd 0.380 acres**
- 2. W162N9632 Mayflower Dr 0.227 acres**

iv. Lot Width/Frontage at Street Yard Setback

- 1. N96W16248 County Line Rd 117.7 feet**
- 2. W162N9632 Mayflower Dr 75 feet**

MOTION carried unanimously.

MOTION Laszewski second Nilles to Approve the proposed 2-lot Certified Survey Map (CSM) to divide the 0.62-acre parcel owned by Elwood & Susan Meissner located on County Line Road and Mayflower Drive subject to the following conditions:

- 1. All technical issues and plan corrections identified by the Public Works Department consulting surveyor (see letter dated September 15, 2022) shall be addressed and reflected in a revised CSM submitted to the Village prior to Village Board action.**
- 2. The CSM shall be revised to include the underlying Rm-3 District setback requirements or as established in the PDD conditions and restrictions resolution.**
- 3. A note shall be added to the CSM that restricts access to the property from County Line Road.**

MOTION carried unanimously.

ORDINANCE NO. 20-2022

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP
OF THE VILLAGE OF GERMANTOWN ZONING CODE**

("Meissner Planned Development District",
Elwood E. & Susan A. Meissner, Property Owners)

THE VILLAGE BOARD OF THE VILLAGE OF GERMANTOWN, WASHINGTON
COUNTY, WISCONSIN, ORDAINS AS FOLLOWS:

SECTION 1. That the Zoning Code and zoning map of the Village of Germantown is amended by the creation of an Rm-3: Multiple-Family Planned Development District (Rm-3/PDD) to be known as the "Meissner Planned Development District" which shall include the following described property:

Tax Parcel: GTNV 344-038

Property Address: N96W16248 County Line Road
W162N9630-32 Mayflower Drive

Legal Description:

Part of Pilgrim Heights including Lot One (1), Block Two (2), of Pilgrim Heights, a Subdivision in the NW 1/4 of the SE 1/4 and part of the SW 1/4 of the SE 1/4 of Section 34, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the South Quarter corner of said Section 34; thence N 89°49'05" E, along the south line of said SE 1/4, 450.68 feet, to the intersection of the southerly extension of the west right-of-way line of Mayflower Drive as shown on said Pilgrim Heights, being the point of beginning of lands herein described; thence N 01°29'55" W, along said southerly extension and west right-of-way line, 280.17 feet, to the intersection of the west extension of the north line of said Lot 1, thence N 88°30'05" E, along said west extension and north line, 177.70 feet, to a 1.3 inch od iron pipe set; thence S 01°29'55" E, along the east line of said Lot 1 and its southerly extension, 281.15 feet, to the intersection of said south line of the SE 1/4; thence S 88°49'05" W, along said south line of the SE 1/4, 177.70 feet, to the point of beginning.

Containing 1.145 acres (49,873 square feet) more or less.

SECTION 3. This ordinance shall take effect and be in full force the day after its passage and publication, as provided by law.

Introduced by Trustee:

Adopted:

_____, 2022

Vote:

Ayes:

Nays:

Dean Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC Village Clerk

APPROVED AS TO FORM:

Brian Sajdak, Attorney

Published:

RESOLUTION NO. 36-2022

ADOPTING CONDITIONS AND RESTRICTIONS FOR THE MEISSNER PLANNED DEVELOPMENT DISTRICT ("MEISSNER DISTRICT")

WHEREAS, Elwood and Susan Meissner, property owners (hereinafter "Property Owners") applied for and were granted a Planned Development District (PDD) overlay rezoning to their 0.62-acre property in an Rm-3: Multiple-Family Zoning District in the Village of Germantown more particularly described on Exhibit A attached hereto (the "Meissner District"); 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, on October 10, 2022, the Germantown Plan Commission reviewed a proposal by the Property Owners to create the Meissner PDD and specific conditions & restrictions affecting the use and development of their property located at N96W16248 County Line Road & W162N9630-32 Mayflower Drive;

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Germantown hereby approves and adopts the following specific conditions and restrictions that shall apply to all development on and the use of property within the PDD:

1. **PURPOSE AND INTENT.** The Meissner Planned Development District is intended to facilitate the division of a legally non-conforming 0.607-acre parcel into two parcels, each containing an existing multi-family dwelling. The 0.607-acre property contains two (2) separate multi-family dwellings. The original farmhouse, located on the south side of the lot, has been converted into three units. According to documents available in Village files, Mr. Meissner applied for and received permits to construct the duplex on the northern portion of the lot in 1976. Creation of a PDD with an underlying Rm-3 Multiple-Family Zoning District was deemed to be the best approach to creating separate parcels without creating non-conforming parcels and structures. Except for the specific restrictions and allowances set forth below, it is intended that the two parcels within this PDD will be used and/or further developed consistent with the Rm-3: Multiple-Family District in the Zoning Code.
2. **GENERAL DEVELOPMENT PLAN (GDP).** The General Development Plan (Exhibit B) establishes the basic parameters for all existing and future development within the PDD, including the approximate size and orientation of buildings. While future development within the PDD shall be generally consistent with the GDP, future development allowed under the Rm-3 Zoning District is deemed to be allowed under the GDP for the Meissner District.
3. **UNDERLYING ZONING DISTRICT REGULATIONS.** Except as set forth in Section 5 below, all land uses, site development and building construction shall be in accordance with the specific requirements set forth in the underlying Rm-3: Multiple-Family Zoning District regulations and other applicable Zoning Code requirements for multi-family residential land uses.

4. **LOT, YARD AND BUILDING REQUIREMENTS.** Except as set forth below, all site development and buildings shall be constructed in accordance with the lot, building and other applicable bulk requirements set forth in the underlying Rm-3: Multiple-Family District and other applicable Zoning Code regulations:

a. **LOT AND BUILDING REQUIREMENTS**

i. Principal Building Setbacks (minimum)

1. Front/Street Yard:

- | | |
|------------------------------|-----------|
| a. N96W16248 County Line Rd | 15.9 feet |
| b. W162N9630-32 Mayflower Dr | 31.1 feet |

2. Side Yard

- | | |
|------------------------------|-------------------|
| a. W162N9630-32 Mayflower Dr | (north) 10.5 feet |
|------------------------------|-------------------|

ii. Accessory Building Setbacks (minimum)

1. Rear Yard

- | | |
|------------------------------|-----------------|
| a. W162N9630-32 Mayflower Dr | (west) 6.6 feet |
|------------------------------|-----------------|

iii. Minimum Lot area

- | | |
|------------------------------|-------------|
| 1. N96W16248 County Line Rd | 0.380 acres |
| 2. W162N9630-32 Mayflower Dr | 0.227 acres |

iv. Lot Width/Frontage at Street Yard Setback

- | | |
|------------------------------|------------|
| 1. N96W16248 County Line Rd | 117.7 feet |
| 2. W162N9630-32 Mayflower Dr | 75 feet |

5. **APPLICABILITY OF MUNICIPAL CODE.** Unless otherwise set forth herein, all other applicable zoning and development regulations contained in the Germantown Municipal Code (e.g. Shoreland-Wetland Zoning, Floodplain Zoning, Subdivision) shall apply to development and land use within the Meissner PDD. In the event a requirement, restriction or limitation set forth herein conflicts with a similar requirement, restriction or limitation found in another section of the Municipal Code, the most stringent requirement, restriction, or limitation shall apply.

Introduced by: _____

Adopted: _____, 2022

Vote: _____ Ayes: ____ Nays: ____

Dean Wolter, Village President

ATTEST:

_____, Village Clerk

EXHIBIT A
Meissner Planned Development District (Rm-3/PDD)
Boundary Legal Description

The Meissner District shall include the following described property and subsequent land division thereof:

Tax Parcel: GTNV 344-038

Property Address: N96W16248 County Line Road
W162N9630/32

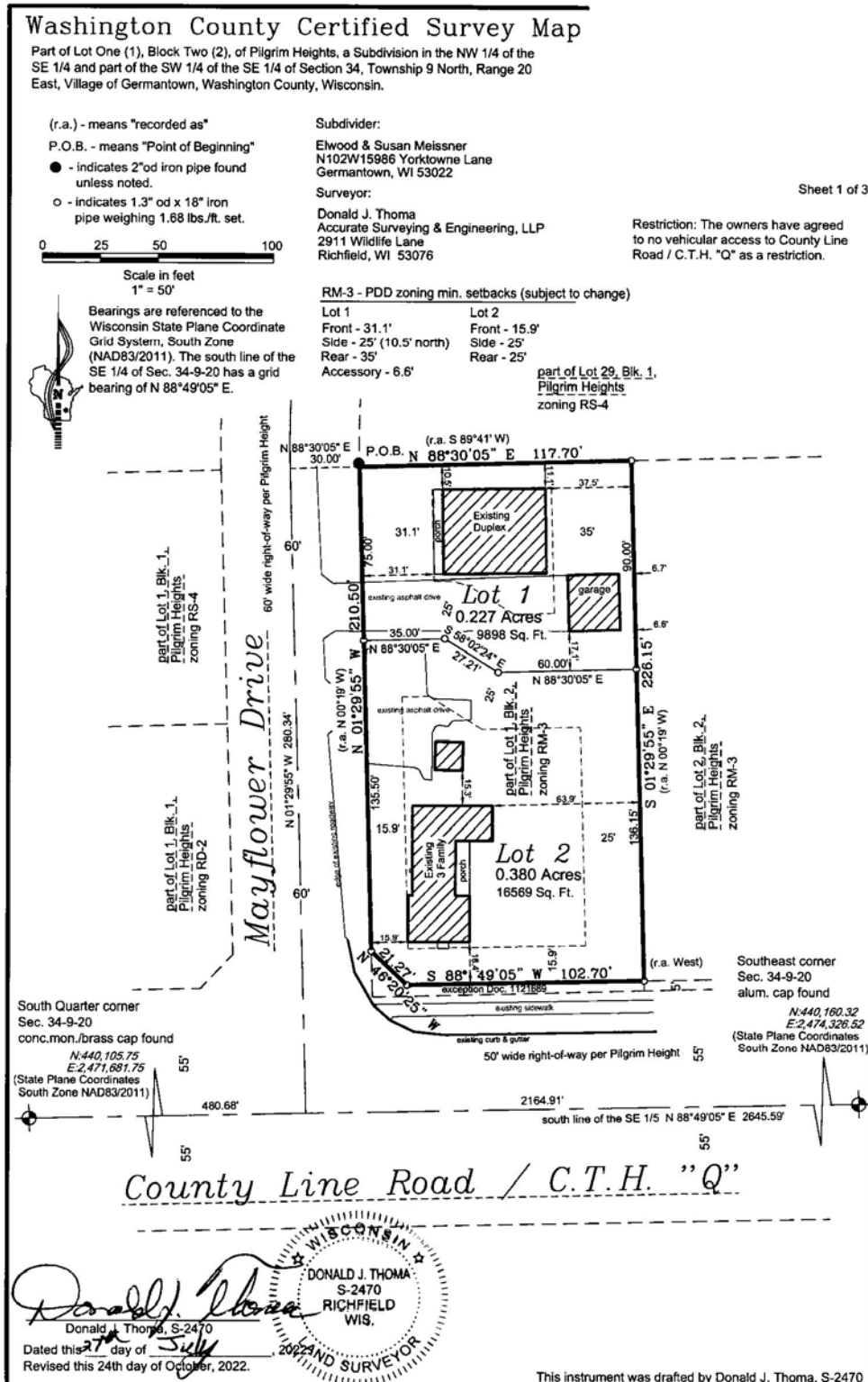
Legal Description:

Part of Pilgrim Heights including Lot One (1), Block Two (2), of Pilgrim Heights, a Subdivision in the NW 1/4 of the SE 1/4 and part of the SW 1/4 of the SE 1/4 of Section 34, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the South Quarter corner of said Section 34; thence N 89°49'05" E, along the south line of said SE 1/4, 450.68 feet, to the intersection of the southerly extension of the west right-of-way line of Mayflower Drive as shown on said Pilgrim Heights, being the point of beginning of lands herein described; thence N 01°29'55" W, along said southerly extension and west right-of-way line, 280.17 feet, to the intersection of the west extension of the north line of said Lot 1, thence N 88°30'05" E, along said west extension and north line, 177.70 feet, to a 1.3 inch od iron pipe set; thence S 01°29'55" E, along the east line of said Lot 1 and its southerly extension, 281.15 feet, to the intersection of said south line of the SE 1/4; thence S 88°49'05" W, along said south line of the SE 1/4, 177.70 feet, to the point of beginning.

Containing 1.145 acres (49,873 square feet) more or less.

EXHIBIT B
Meissner Planned Development District (Rm-3/PDD)
General Development Plan



REZONING & CERTIFIED SURVEY MAP (CSM) APPLICATIONS

10/10/22 Plan Commission Meeting

Accurate Surveying / Elwood & Susan Meissner

Village Planner Report

Germantown, Wisconsin

Summary

Don Thoma, Accurate Surveying & Engineering, applicant for Elwood & Susan Meissner, property owners, are requesting approval of a rezoning application, and 2-lot certified survey map (CSM) in order to divide an existing 0.62-acre residential property containing two (2) existing multi-family dwelling units on County Line Road & Mayflower Drive.

Location: N96W16248 County Line Road (Existing 3-family Residence)
W162N9632 Mayflower Drive (Existing 2-family Residence)

Applicant/

Property Owners: Don Thoma, Accurate Surveying Elwood & Susan Meissner
2911 Wildlife Lane N102W15986 Yorktowne Ln
Richfield, WI 53076 Germantown, WI 53022

Existing Zoning: Rm-3: Multiple-Family Residential

Proposed Zoning: Rm-3: Multiple-Family Residential w/ PDD Overlay

Adjacent Land Uses		Zoning
North	Residential	Rs-4
South	Residential	Menomonee Falls
East	Residential	Rm-3
West	Residential	Rd-2



Proposal/Background

Don Thoma, Accurate Surveying & Engineering, applicant for Elwood & Susan Meissner, property owners, are requesting approval of a rezoning application, and 2-lot certified survey map (CSM) in order to divide an existing 0.62-acre residential property containing two (2) existing multi-family dwelling units on County Line Road & Mayflower Drive.

The 0.62-acre property contains two (2) separate multi-family dwellings. The original farmhouse, located on the south side of the lot, has been converted into three units. According to documents available in Village files, Mr. Meissner applied for and received permits to construct the duplex on the northern portion of the lot in 1976. The purpose for the proposal is to divide the property into two parcels so that each structure can be sold separately.

CSM

The proposed CSM will create two lots, one for each residential structure. Proposed Lot 1 will contain 0.227 acres and the existing duplex and detached two-car garage. Proposed Lot 2 will contain 0.38 acres and the farmhouse (3-units) and detached accessory building.

Rezoning

In order to divide the parcel, a rezoning of the property from the current Rm-3: Multiple-family Residential District to a Rm-3 Planned Development District (PDD) is required in order to accommodate the existing structures and setbacks and to avoid creating non-conforming structures.

Staff Comments

The purpose for creating a PDD is to recognize existing conditions and avoid creating non-conformities, including building setbacks, lot width, and accessory building allowances. These structures and units already exist, and no further development is planned. The proposed lots meet the density requirements for the Rm-3 District.

The Public Works Department consulting surveyor who reviewed the CSM for code compliance has identified technical corrections and code requirements in a memo dated September 15, 2022. These items will need to be corrected prior to Village Board action on the CSM.

Washington County Highway Department requested a note be added to the CSM that restricts access to the property from County Line Road. This has been added as a condition of approval.

Village Staff Recommendation

APPROVE rezoning the property from the Rm-3: Multiple-family District to the Rm-3: Multiple-family District with a Planned Development District (PDD) overlay containing the following changes to the underlying Rm-3 District requirements as set forth in a formal conditions & restrictions resolution for the PDD:

a. LOT AND BUILDING REQUIREMENTS

i. Principal Building Setbacks (minimum)

1. Front/Street Yard:

- | | |
|-----------------------------|-----------|
| a. N96W16248 County Line Rd | 15.9 feet |
| b. W162N9632 Mayflower Dr | 31.1 feet |

2. Side Yard

- a. W162N9632 Mayflower Dr (north) 10.5 feet

ii. Accessory Building Setbacks (minimum)

1. Rear Yard

- a. W162N9632 Mayflower Dr (west) 6.6 feet

iii. Minimum Lot area

- | | |
|-----------------------------|-------------|
| 1. N96W16248 County Line Rd | 0.380 acres |
| 2. W162N9632 Mayflower Dr | 0.227 acres |

iv. Lot Width/Frontage at Street Yard Setback

- | | |
|-----------------------------|------------|
| 1. N96W16248 County Line Rd | 117.7 feet |
| 2. W162N9632 Mayflower Dr | 75 feet |

APPROVE the proposed 2-lot Certified Survey Map (CSM) to divide the 0.62-acre parcel owned by Elwood & Susan Meissner located on County Line Road and Mayflower Drive subject to the following conditions:

1. All technical issues and plan corrections identified by the Public Works Department consulting surveyor (see letter dated September 15, 2022) shall be addressed and reflected in a revised CSM submitted to the Village prior to Village Board action.
2. The CSM shall be revised to include the underlying Rm-3 District setback requirements or as established in the PDD conditions and restrictions resolution.
3. A note shall be added to the CSM that restricts access to the property from County Line Road.



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

collaborāte / formulāte / innovāte

September 15, 2022

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

SUBJECT: Elwood & Susan Meissner CSM Review

Certified Survey Map

Applicant or Owner: Elwood & Susan Meissner

Land Surveyor/Firm: Donald J. Thoma/Accurate Surveying & Engineering, LLP

1. Building setback lines are to be mapped and dimensioned.
2. In the Village of Germantown Plan Commission Approval change Dean Wolter's title to Chairman.

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.



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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.

Sincerely,

A handwritten signature in blue ink that reads "Burt J. Naumann".

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 8-2-22 Date 8/2/22

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

Donald J. Thoma

Accurate Surveying + Engineering
LLP, 2911 Wildlife Lane
Richfield WI 53076

Phone (262) 677-2120

Fax ()

E-Mail don@accuratesurveying.net

PROPERTY OWNER

Elwood E. + Susan A. Meissner

N102W15986 Yorktowne Lane
Germantown, WI 53022

Phone (262) 251-6329

SMEISSNER6@WI.N.COM

2

PROPERTY ADDRESS OR GENERAL LOCATION

N96W16248 County Line Road Germantown
W162 N9632 Mayflower Dr. "

TAX KEY NUMBER

GTNV-344038

3

PURPOSE OF LAND SPLIT

Estate Planning, to be able to sell
each Building separate.

Will the land split require rezoning?

Yes

From RM-3

To PDD

4

READ AND INITIAL THE FOLLOWING:

EM

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.

EM

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.

EM

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.

EM

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!

Donald J. Thoma 7-26-22
Applicant Date

Elwood E. Meissner 8/2/22
Owner Date



Village of

Germantown

Willkommen

FEES MUST BE PAID AT TIME OF APPLICATION

\$200 Plan Commission Consultation

\$1,085 Rezoning

\$1,240 PDD < 5 acres

\$2,095 PDD 5-20 acre site

\$3,460 PDD > 20 acre site

Date Paid: 8-2-22 Received by: [Signature]

REZONING & PDD APPLICATION

Pursuant to Section 17.51 of the Municipal Code

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

1

APPLICANT OR AGENT

Donald J. Thomas
Accurate Surveys & Engineering
2911 Wildlife Lane,
Richfield WI 53076
Phone (262) 677-2120
E-Mail don@accuratesurveys.net

PROPERTY OWNER

Elwood E. + Susan A. Meissner
N102W15986 Yorktowne Lane
Germantown WI 53022
Phone (262) 251-6329
E-Mail smeissner6@wi.rr.com

2

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

<u>N96W16248 County Line Road, Germantown</u>	<u>GTNU-344038</u>
<u>W162N9632 Mayflower Dr</u>	

3

REZONING REQUEST

FROM

RM-3

TO

PDD

4

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY - REQUIRED

Attach pages as necessary

See attached CSM + legal description

5

PURPOSE OF REZONING REQUEST

Briefly describe why the applicant is rezoning the property. Include a description of the proposed use, including any new construction and number of employees, if applicable.

Estate Planning, The ability to sell each building separately.

6

SUPPORTING DOCUMENTATION:

☒ *CSM*
 Plat of Survey (1:100) *(1:50)*

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

7

READ AND INITIAL THE FOLLOWING:

EM I understand that the Village is under no obligation to rezone property and that density and lot coverages provided in the Zoning Code are maximums. Actual build out will depend on myriad factors including topography and other natural conditions, surrounding neighborhood context and the detailed design of a project.

EM I understand that Village Staff, Plan Commission and/or Village Board may request additional information to properly evaluate this request and failure to provide such information may in itself be sufficient cause to deny the petition.

EM I am aware that this rezoning shall go into effect immediately upon the final approval of the Village Board and its execution of the rezoning ordinance

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

8

SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Elwood E. Messner *Elwood E. Messner*
 Applicant Date Owner

Susan A. Messner

Date
8-2-27

Washington County Certified Survey Map

Part of Lot One (1), Block Two (2), of Pilgrim Heights, a Subdivision in the NW 1/4 of the SE 1/4 and part of the SW 1/4 of the SE 1/4 of Section 34, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

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

P.O.B. - means "Point of Beginning"

● - indicates 2" od iron pipe found unless noted.

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

0 25 50 100

Scale in feet
1" = 50'

Bearings are referenced to the Wisconsin State Plane Coordinate Grid System, South Zone (NAD83/2011). The south line of the SE 1/4 of Sec. 34-9-20 has a grid bearing of N 88°49'05" E.

Subdivider:

Elwood & Susan Meissner
N102W15986 Yorktowne Lane
Germantown, WI 53022

Surveyor:

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

Sheet 1 of 3

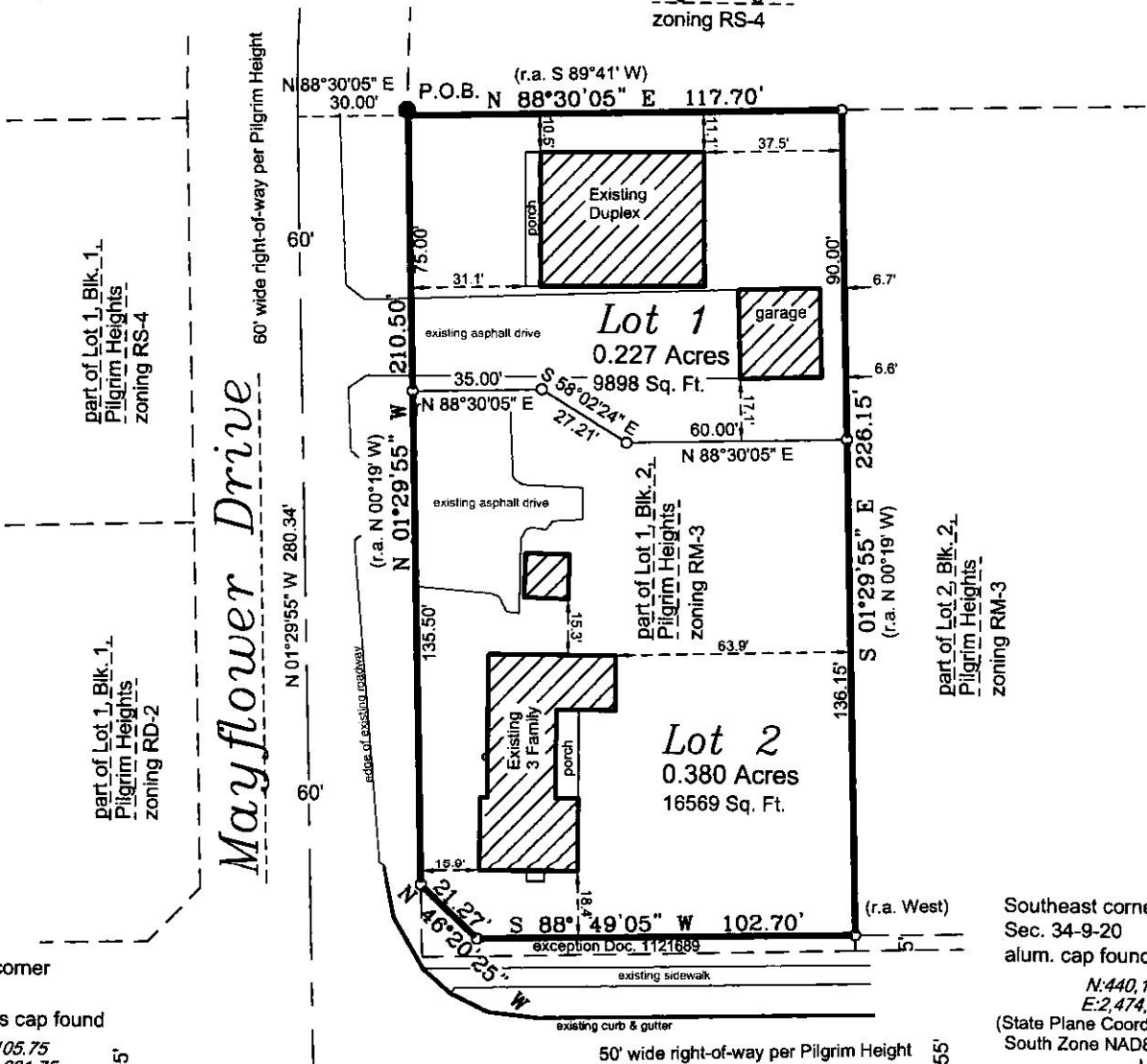
RM-3 - PDD zoning min. setbacks (subject to change)

Front - 35'

Side - 25'

Rear - 35'

part of Lot 29, Blk. 1,
Pilgrim Heights
zoning RS-4



South Quarter corner
Sec. 34-9-20
conc.mon./brass cap found

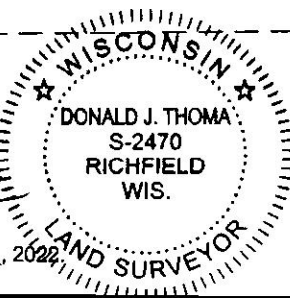
N:440,105.75
E:2,471,681.75
(State Plane Coordinates
South Zone NAD83/2011)

Southeast corner
Sec. 34-9-20
alum. cap found

N:440,160.32
E:2,474,326.52
(State Plane Coordinates
South Zone NAD83/2011)

County Line Road / C.T.H. "Q"

Donald J. Thoma, S-2470
Dated this 27th day of July, 2022



This instrument was drafted by Donald J. Thoma, S-2470

Washington County Certified Survey Map

Sheet 2 of 3

Part of Lot One (1), Block Two (2), of Pilgrim Heights, a Subdivision in the NW 1/4 of the SE 1/4 and part of the SW 1/4 of the SE 1/4 of Section 34, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

Surveyor's Certificate:

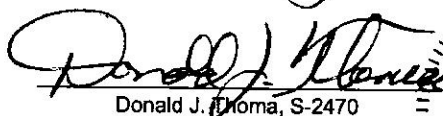
I, Donald J. Thoma, Professional Land Surveyor, hereby certify that by the direction of Elwood Meissner, I have surveyed, divided and mapped the land shown and described hereon, being part of Lot One (1), Block Two (2), of Pilgrim Heights, a Subdivision in the NW 1/4 of the SE 1/4 and part of the SW 1/4 of the SE 1/4 of Section 34, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows:

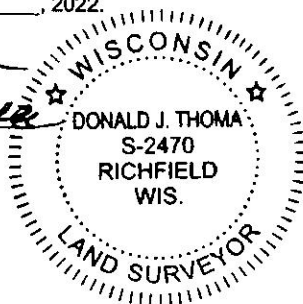
Commencing at the South Quarter corner of said Section 34; thence N 89°49'05" E, along the south line of said SE 1/4, 480.68 feet, to the intersection of the centerline of Mayflower Drive as shown on said Pilgrim Heights, thence N 01°29'55" W, along said centerline, 280.34 feet, to the intersection of the west extension of the north line of said Lot 1, thence N 88°30'05" E, along said west extension, 30.00 feet, to the point of beginning of lands herein described; thence continuing N 88°30'05" E, along said north line of Lot 1, 117.70 feet, to a 1.3 inch od iron pipe set; thence S 01°29'55" E, along the east line of said Lot 1, 226.15 feet, to the intersection of the north right-of-way line of County Line Road / C.T.H. "Q" as described in Document No. 1121689, recorded in the Washington County Registry; thence S 88°49'05" W, along said north right-of-way line, 102.70 feet; thence N 46°20'25" W, along said right-of-way line, 21.27 feet, to the intersection of the east right-of-way line of Mayflower Road; thence N 01°29'55" W, along said east right-of-way line, 210.50 feet, to the point of beginning.

Containing 0.6076 acre (26,467 square feet) more or less.

I further certify that I have fully complied with the provisions of sec. 236.34 of Wisconsin Statutes and Chapter 18 of the Village of Germantown Subdivision Control Ordinance in surveying, dividing, mapping and dedicating said lands, and that this map is a correct representation of the exterior boundaries of the land surveyed and the division of said lands.

Dated this 27th day of July, 2022.


Donald J. Thoma, S-2470



Owner's Certificate:

As owners of Lot 1 and 2, we hereby certify that we caused the land shown and described herein to be surveyed, divided and mapped as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required to be submitted to the following for approval:

Village of Germantown Plan Commission Village of Germantown Village Board (No Mortgage)

Elwood E. Meissner - Owner

Susan A. Meissner - Owner

STATE OF WISCONSIN)
WASHINGTON COUNTY)s.s

Personally came before me this ____ day of _____, 20____, the above named owners are to me known to be the same persons who executed the foregoing instrument and acknowledge the same.

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

My commission expires _____

Washington County Certified Survey Map

Sheet 3 of 3

Part of Lot One (1), Block Two (2), of Pilgrim Heights, a Subdivision in the NW 1/4 of the SE 1/4 and part of the SW 1/4 of the SE 1/4 of Section 34, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

Village of Germantown Plan Commission Approval:

This Certified Survey Map is hereby approved by the Planning Commission of the Village of Germantown on this ____ day of _____, 20__.

Dean Wolter - Chairperson

Laura A. Johnson - Secretary

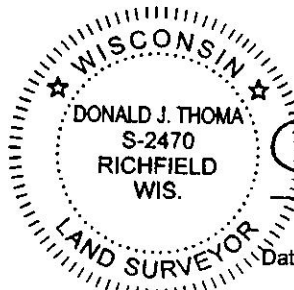
Village of Germantown, Village Board Approval:

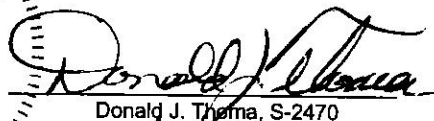
This Certified Survey Map, Part of Lot One (1), Block Two (2), of Pilgrim Heights, a Subdivision in the NW 1/4 of the SE 1/4 and part of the SW 1/4 of the SE 1/4 of Section 34, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, having been approved by the Planning Commission being the same, is hereby approved and accepted by the Village Board of Trustees of the Village of Germantown on

this ____ day of _____, 20__.

Dean Wolter - Village President

Deanna Braunschweig - Village Clerk




Donald J. Thoma, S-2470
Dated this ____ day of July, 2022.

Accurate Surveying & Engineering LLP

Land Surveying, Developing and Consulting

2911 Wildlife Lane, Richfield, WI 53076 Phone (262)677-2120

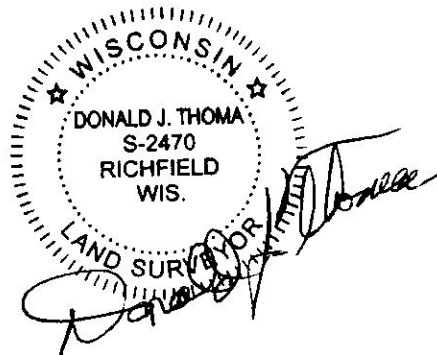
July 27, 2022

RE: Meissner legal descriptions for PDD area:

Part of Pilgrim Heights including Lot One (1), Block Two (2), of Pilgrim Heights, a Subdivision in the NW 1/4 of the SE 1/4 and part of the SW 1/4 of the SE 1/4 of Section 34, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the South Quarter corner of said Section 34; thence N 89°49'05" E, along the south line of said SE 1/4, 450.68 feet, to the intersection of the southerly extension of the west right-of-way line of Mayflower Drive as shown on said Pilgrim Heights, being the point of beginning of lands herein described; thence N 01°29'55" W, along said southerly extension and west right-of-way line, 280.17 feet, to the intersection of the west extension of the north line of said Lot 1, thence N 88°30'05" E, along said west extension and north line, 177.70 feet, to a 1.3 inch od iron pipe set; thence S 01°29'55" E, along the east line of said Lot 1 and its southerly extension, 281.15 feet, to the intersection of said south line of the SE 1/4; thence S 88°49'05" W, along said south line of the SE 1/4, 177.70 feet, to the point of beginning.

Containing 1.145 acres (49,873 square feet) more or less.



N 88°30'05" E 177.70'

1.145 Acres
49873 Sq. Ft.

S 01°29'55" E 281.15'

N 01°29'55" W 280.17'

N 88°49'05" E 450.68'

S 88°49'05" W 177.70'



Germantown Park and Recreation Department

N112W17001 Mequon Rd

P.O. Box 337

Germantown, Wisconsin 53022-0337

(262)250-4710 Fax (262)255-2920

Information Line (262)250-4711

Meeting Date: November 2, 2022
To: Village Board of Trustees
From: Gil Standridge, Parks and Recreation Director
RE: Approval Football Field Usage Agreement

On October 25th the Parks and Recreation Commission met and under old business listened to a proposal made by the Parks Director, Gil Standridge, to extend the Field Usage Agreement with the Hawks football program for one year at a cost of \$20 per player. The current lease agreement ends December 31st, 2022.

Normally these contracts are set for three years. But due to the fact that there may be some field grading going on that potentially could change the amount of fields available to the Hawks football program, it was decided to do a one year contract and reevaluate where the field maintenance was at in the fall of 2023 and how if anything it was affecting the Hawks football program.

The Parks Commission passed the lease agreement and increase fees.

The increase being asked per player from twelve dollars (\$12) per player to twenty dollars (\$20) per player is due to increase in the maintenance of the Friedenfeld Sports turf. See attached map of all the fields that Total Lawn Care provides maintenance for. The cost to maintain the fields has increased from \$2683 per year to \$7205 per year due to rising costs in chemicals, materials, transportation, inflation.

If passed this new lease agreement will start January 1, 2023 and end December 31st, 2023.

FACILITY USAGE AGREEMENT

This agreement entered into as of the date specified below by and between the **VILLAGE OF GERMANTOWN** (the “Village”), Washington County, Wisconsin and **GERMANTOWN HAWKS FOOTBALL** (“Hawks”), Germantown, Wisconsin:

In consideration of the mutual obligations, undertakings, promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **USAGE OF FIELD:**

The Village, for and in consideration of the covenants, agreements and conditions hereinafter stated, to be kept and performed by the Hawks Football League, hereby agrees to allow the Hawks to utilize the following premises for League games on the same terms and conditions the following described premises: Main Football Field, Field #2, Practice Field #3 and Practice Field #4 at Friedenfeld Park (See appendix A).

2. **RIGHT OF USAGE:**

The Village of Germantown Parks and Recreation Department will be in charge of scheduling the various sport fields located at Friedenfeld Park and will have priority in usage of the fields for recreation programs. The Hawks will be allowed to utilize the football field for games and practices from August through October of each year. If the Recreation Department offers a program during this three-month period they will give prior notice to Hawks as to the dates of said usage. The Village reserves the right to close the fields at any time for routine or preventative maintenance, poor or unsafe conditions and/or at other times when deemed in the best interest of the Village. The football fields may be utilized by the Village, in its sole discretion, for practices as well as other recreational uses, including without limitation, use by other applicants, associations, or teams ages 18 years and under.

3. **REPAIRS:** Hawks agrees that any repairs that need to be completed to the premises resulting from their use thereof shall be the sole responsibility of the Hawks Football, provided that the Village may, in its sole discretion, choose to complete any repair work on its own after providing cost estimates to Hawks prior to starting the work and invoice Hawks for the cost thereof. Such invoice shall be paid within 60 days of its issuance.

4. **TERMS:**

The term of this agreement is one (1) year and shall commence on January 1, 2023, and shall terminate on December 31, 2023 unless earlier terminated or renewed in accordance with this agreement. The Parks Department will re-visit this agreement in September 2023 after determining the condition of the fields due to possible grading and land improvements and the impact on what it will have on the current fields the Hawks football program uses.

5. **IMPROVEMENTS:**

It is understood and agreed that the premises will be used by the Hawks Football League for games, practices, storage, and related lawful uses and structures. The Hawks may, at its own expense, construct and install improvements and equipment on the premises to carry out its purposes and use thereof, provided that such work and equipment shall first be approved by the Village. Approvals are required by the Park and Recreation Director, Park and Recreation

Commission, Building Inspection and possibly Planning Commission and Village Board depending on project and improvements. Any permanent structures or improvements installed by Hawks Football shall become property of the Village, while any non-permanent improvements shall remain property of Hawks.

6. **FEES:**

Germantown Hawks Football will assess a \$20.00 fee for each participant playing in the league. The fee will be deposited in a non-reverting and non-lapsing fund to be used for preventative and routine maintenance and/or improvements at the Village's discretion. Routine maintenance will be performed according to the schedule outlined in Appendix B and shall be agreed upon by both the Village and Hawks.

7. **SPONSORSHIP:**

The Village reserves and retains all naming rights and all rights and privileges for sponsorships, advertising and promotions. In the event that this agreement relates to the scheduling of a tournament, camp or clinic, Hawks shall provide the Village with written notice of any event sponsors, including the name of the sponsors and other information that may be requested by the Village. Event sponsorships will be permitted unless such sponsorship conflicts with any other Village sponsorships.

8. **ASSIGNMENT AND SUBLETTING:**

The Hawk's Football League may not assign the usage of the football field or the premises or any part thereof to any other organization.

9. **COMPLIANCE WITH LAW:**

Hawks shall not commit any undue waste on the premises and shall conform with all applicable laws and ordinances respecting the use and occupancy thereof. Hawks shall not be required to make any alterations, additions or improvements to the premises, except such as may be required with respect to any additions or changes undertaken by the Hawks Club on the football field.

10. **LIABILITY:**

Hawks, on behalf of itself and its affiliates, successors, heirs and assigns, hereby releases and holds the Village and its officers, employees, representatives and agents harmless from any and all liability of any kind or nature occasioned by any act or omission within or on the Premises. Hawks further agrees to keep in full force and effect during the term of this agreement, a public liability insurance policy, written and issued by a responsible insurance company acceptable to the Village, insuring itself and the Village against injury to property, person, or loss of life arising out of the use and occupancy of the demised premises, with limits of at least \$100,000 property damage, \$500,000 for one person, and \$1,000,000 for any number of persons injured or killed in any one accident, and shall furnish the Village adequate and written evidence of such coverage annually.

11. **ADJUSTMENT AND DEFAULT:**

This agreement may be adjusted at any time upon the mutual written agreement of the parties. Further, this agreement may be terminated in the event of the default of any of the terms and conditions set forth herein provided that the Village has given written notice of such default to the Hawks Club and the Hawks has not corrected such default within thirty (30) days of

receiving notice thereof. In such event the Village shall provide an alternate site for the duration of said event.

Entered into this _____ day of _____, 2022.

VILLAGE OF GERMANTOWN

GERMANTOWN HAWKS FOOTBALL

Village President

President

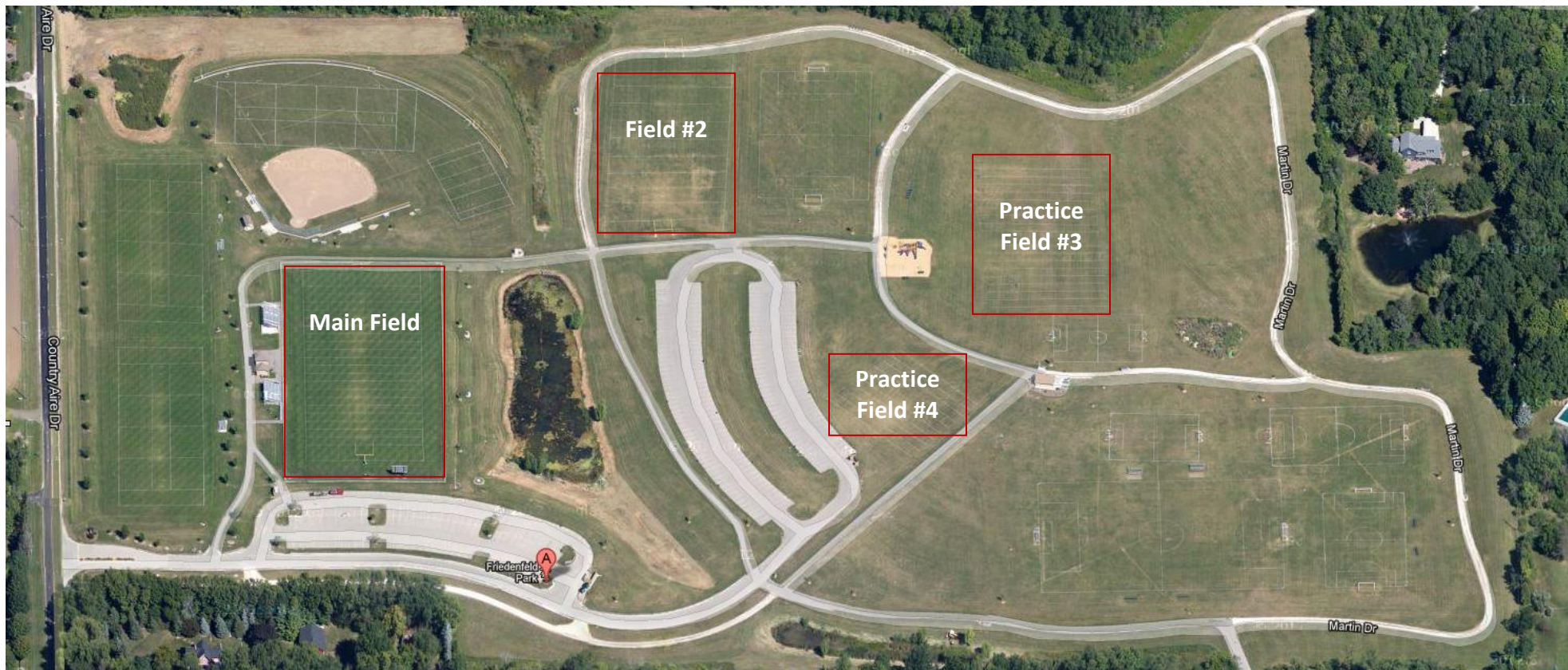
Village Clerk

Vice President

Park & Recreation Director

APPENDIX A

Friedenfeld Park Field Map



APPENDIX B

Hawks Football Friedenfeld Park Field Maintenance Schedule

Friedenfeld Sports Turf Maintenance - Hawks Football			
Maintenance	Recommended Frequency Per Yr	Cost Per Application	Total Cost Using Recommended Frequency
Aerating	1	\$309.00	\$309.00
Fertilizing	6	\$316.00	\$1900.00
Broadleaf Spray	2	\$237.00	\$474.00
Total Cost:			\$2,683.00

NOTE: Coverage figured for Main Field & Practice Field 2

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

MEETING DATE: November 1st, 2022

AGENDA ITEM: New Business

ITEM TITLE: Contract service agreement for Tower #3

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The village water utility requests approval for a services agreement by Foth Infrastructure & Environmental, LLC to provide contract bid documents for rehabilitation and painting at Tower #3 on Mequon Rd. Foth is our design firm for the new Tower on Gateway Crossing and retains our current design standards and specification. Scope of services include Preliminary design, plans and specs/DNR submittals, and bidding.
Total services agreement cost: \$54,050.00

ATTACHMENT: ORDINANCE____RESOLUTION____ OTHER ____

RECOMMENDATION:

Staff recommends approval of the Foth services agreement in the amount not to exceed \$54,050.00.
Funds will be used 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.



AGREEMENT FOR SERVICES

Project Title
(the "Project"): Water Tower No. 3

FOTH Project Number: 22G100.00

CLIENT Project Number:
(If applicable) _____

This Agreement for Services (hereinafter "Agreement") is made and entered into this 14th day of October, 2022, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **Village of Germantown**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: Village of Germantown

Address: PO Box 337, N122W17177 Fond du Lac Ave. Germantown, WI 53022

Phone No: (262) 253-8254

Email Address: phaugen@village.germantown.wi.us

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

Preliminary Design, Finalization of Plan/Specs, DNR Submittal and Bidding services as described in Exhibit A of this agreement.

Schedule: Services shall be performed according to the following schedule:

As agreed to by Foth and Client.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☐ Lump-Sum in the amount of \$.00

☐ Unit Cost/Time Charges (Standard Rates)

☒ Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ 54,050.00

☐ Other as stated here: _____

Special Conditions (if any): _____

The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

Signed: _____

Name (printed): _____

Title: _____

Date: _____

CONSULTANT

Signed: _____

Name (printed): Thomas J. Ludwig, PE

Title: State Operations Director

Date: _____

Signed: _____

Name (printed): Dale R. Broeckert, PE

Title: Senior Project Manager

Date: _____

AGREEMENT FOR SERVICES STANDARD TERMS AND CONDITIONS

1.0 Commencement of Services - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

1.1 Standard of Care - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

2.0 Client Responsibilities - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants. Such data and information shall include but not be limited to the following:

- a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.
- b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.
- c. Legal counseling services necessary for the Project including legal review of the construction contract documents.
- d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

2.1 Right of Entry - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

2.2 Client Authorized Representative - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

3.0 Fees and Payment

3.1 Invoice Payment Due - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

3.2 Failure to Pay. Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

3.3 Interest on Late Payments - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

4.0 Insurance/Limitation of Consultant's Liability - Consultant will maintain the following insurance coverages:

- a. Worker's compensation insurance pursuant to state law.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Professional liability insurance, if applicable, of \$1,000,000 per claim and in the aggregate.

4.1 Liability Limits - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement. Notwithstanding any language to the contrary, the total aggregate liability of Consultant, its employees, officers, directors, shareholders, agents, or sub-consultants, to all parties related to this agreement shall not exceed the greater of: (1) \$50,000.00, or (2) the amount of Consultant's fee for the Services on any individual work order issued under this Agreement that gives rise to a claim.

4.2 Waiver of Subrogation - Both parties hereby waive, and shall cause their respective insurers to waive, all rights of subrogation against the other party, their employees, officers, directors, shareholders, agents, or sub-consultants for damages caused by risks covered by insurance, except such rights as they may have to the proceeds of the insurance.

5.0 Indemnification - Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorney's fees and expenses, for third-party claims of bodily injury, sickness or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable, but only to the extent of the negligence. Nothing in this Section shall obligate Consultant to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct. Notwithstanding the forgoing, Consultant has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds the proportionate share of Consultant's finally determined percentage of liability as determined by a court of competent jurisdiction.

6.0 Hazardous Materials - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services,

Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.0 Design Without Construction Phase Services - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

8.0 Documents- Ownership of Work Product and Proprietary Information - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the Services and payment in full of all monies due to Consultant. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any electronic virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission. Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

9.0 Injury to Workers on Project Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

10.0 Probable Construction Costs Opinions - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

11.0 Site Visits - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct,

comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

12.0 On-Site Observation - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

13.0 Termination or Abandonment - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

14.0 Jurisdiction - This Agreement shall be governed by the laws of the State of the Project.

15.0 Dispute Resolution - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

16.0 Waiver - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17.0 Successors and Assigns - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

18.0 Severability - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

19.0 Force Majeure - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from a Force Majeure condition. Each party will take reasonable steps to mitigate the impact of any force majeure. If Consultant is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Consultant is responsible, the Contract Time(s) for performance as well as the Contract Price shall be reasonably extended by Change Order. By way of example, events that will entitle Consultant to an extension of the Contract Time(s) include acts or omissions of Client or anyone under Client's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God (Force Majeure Condition). For clarity purposes, labor shortages or supply chain disruptions resultant from epidemic or pandemic events are specifically to be considered grounds constituting a Force Majeure Condition. Labor shortages and inefficiencies, delays, escalation, or cost impacts resulting from labor shortages or supply chain disruptions associated with such an event shall be considered grounds for a Force Majeure Condition event and shall afford Consultant the opportunity for schedule and cost relief associated with such an event.

20.0 Entire Agreement - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

Exhibit A

Preliminary Design: Re-Inspection of Tower & Preliminary Plans/Specs

- Project Kick-off meeting
 - Foth/Jim Orr/Owner
- Re-inspection by Foth/Jim Orr to verify improvements needed
- Prepare preliminary plans & specifications through 90%
 - Site Layout & Staging Areas
 - Containment plans & disposal requirements
 - Lead/Chromium Provisions (if applicable)
 - Paint Overspray
 - Surface Prep & Coatings as recommended by Jim Orr
 - Structural Repairs/Modifications as recommended by Jim Orr
 - Safety provisions (OSHA, AWWA, WI DNR)
- Verify preliminary construction cost estimate

Finalize Plans/Specs

- Finalize Plans & Specification and Review with Owner/Jim Orr
- Complete and submit required DNR permitting items:
 - DNR Forms
 - DNR Review Plans & Specs
- Implement any DNR comments
- Finalize engineers cost estimate

Bidding

- Advertise bidding documents & post on Quest CDN
- Attend and facilitate a mandatory pre-bid meeting
- Respond an any bidder questions
- Issue Addendums as needed
- Tabulate bid results
- Provide recommendation of award letter to Owner

Preliminary Design: Site Scoping & Preliminary Plans/Specs	\$ 28,750
Finalize Plans/Specs & DNR Submittal	\$ 17,250
Bidding	\$ 8,050
Estimated Cost for Services Noted	\$ 54,050

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 37-2022

DISALLOWANCE OF CLAIM, NANCY RYDELL

WHEREAS, Nancy Rydell submitted a claim dated October 12, 2022; and,

WHEREAS, the Village Attorney has reviewed the facts and circumstances relating to the claim and recommended that the Village Board disallow the claim; and,

WHEREAS, Wis.Stat. 893.80 provides for the process by which the Village Board shall consider and handle claims made against the Village and its officers, agents and employees;

NOW THEREFORE BE IT RESOLVED by the Village Board of the Village of Germantown that the claim of Nancy Rydell dated October 12, 2022, is hereby disallowed.

BE IT FURTHER RESOLVED that the Village Clerk's office is directed, pursuant to Wis Stat . 893.80 (1g), to provide written notice of disallowance.

Introduced by: _____

Adopted: November 7, 2022

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

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

Clerk/Treasurer Department
N112 W17001 Mequon Road
P. O. Box 337
Germantown, WI 53022-0337

Addendum to Circumstances of Claim

On Sunday September 11th through Monday September 12th 2022, Germantown received over 5 ½ inches of rain. I returned home from work on Monday afternoon to find my basement flooded. I had over 6 inches of standing water throughout the basement. The finished portion of my basement was ruined to include drywall, carpeting, furniture, electronics and family photos and heirlooms. Additionally, my dryer and furnace were water damaged and have to be replaced. Both my primary and back up sump pumps were also ruined.

It was determined that the sump pump crotch overflowed due to a blockage of the sump pump discharge pipe. I contacted the village and Scott Anderson; the Highways Parks Buildings and Grounds Superintendent for Germantown came to my home to investigate the cause of the blockage. He discovered that when the village had replaced the curbing and associated storm sewer grate on the street in front of my home, they neglected to reconnect my sump pump discharge pipe into the sewer grate. Scott was very helpful and quickly found a firm to excavate and reconnect the discharge pipe that same day.

I have incurred significant costs for the removal of the water-soaked materials from the basement. The removals had to be completed quickly as I have a severe asthma condition that is aggravated by mold.

My basement and possessions have been ruined. My insurance will cover \$10,000.00 of the demolition, remediation and restoration. Damages as detailed below are substantially more than insurance will cover. It was clearly an oversight by the Village or their contractors to bury my discharge pipe and not reconnect it to the fitting on the storm sewer when they completed the curb repairs. I feel that I am completely blameless for this curbing construction mistake and I am filing this claim with the Village to pay for the damages not covered by my insurance.

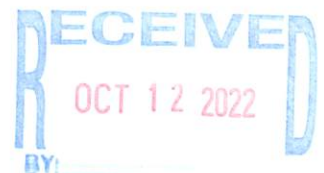
Cost of Damages

- Initial cleanup and disposal of water-soaked materials - \$ 2,000.00
- Clothes dryer \$ 674.15
- Furnace estimate \$ 5138.00
- Restoration of drywall, carpeting, furniture bath and
Sump pumps in the finished portion of my basement. \$22,500.00

Total Costs of Claim \$30,312.15

I hope we can resolve this claim as quickly as possible. Please feel free to contact me with any questions or if you need further information.

Sincerely,
Nancy Rydell
262-893-2226





W188N10707 Maple Rd
Germantown, WI 53022

Sales Order

Date: 9/17/2022

Sales Rep: Wikoff, Christopher J

Bill To	Ship To	Sales Order #
Nancy Rydell n101w15753 Council Bluff Dr Germantown WI 53022	Nancy Rydell n101w15753 Council Bluff Dr Germantown WI 53022	SO27-8234
(262) 893-2226	(262) 893-2226	Customer ID Nancy Rydell 2628932226

Qty	Description	Sell Price	Ext Amt
1	NGD4655EW Amana 6.5 CU FT, GAS, AUTO DRY, REVERSIBLE SIDE SWING DOOR - Air Vented - Dryer TL Matching MB3518839	\$549.00	\$549.00
1	USIP Grand Un-crate, set in place and haul away old unit. BUILT IN APPLIANCES ONLY: If Grand is not installing the new appliance, old unit must be uninstalled prior to be hailed away.	\$36.00	\$36.00
1	GDHU Grand Laundry Hookup: Dryers, gas dryer install	\$54.00	\$54.00
1	RECYCLE Grand General Labor: Remove and recycle old product, specify quantity	\$0.00	\$0.00

Subtotal	\$639.00
Total Tax	\$35.15
Total	\$674.15
Balance Due	\$0.00

Any items sold as real property improvement or that are otherwise exempt from Wisconsin sales tax shall include a recoupment of use tax.

Delivery Instructions	Customer #	Sales Order #	Order Total
del and set up user ready haul old if needed	Nancy Rydell 2628932226	SO27-8234	\$674.15
	Terms	Delivery Date	Account #
	Prepaid	9/22/2022	

In order to receive products or services on your order, the balance must be paid in full to schedule delivery.



Pennybag Property Management
 Matt Kaschel
 (414) 659-4040

Nancy Rydell
 N101 W15753 Council Bluff
 Drive
 Germantown, WI 53022

Date: 09/30/2022

Quantity	Item	Price	Total
	Replace Sump Pump in 6 inches of water		
	Demo basement		
	Insulate basement walls		
	Drywall basement walls & ceiling		
	Mud & texture basement walls		
	Paint basement walls & ceiling		
	Install 4 can lights		
	Tile & grout floor		
	Install new baseboard		
	Build bar		
	Demo & rebuild basement stairs		
	Total includes material & labor	Total	\$22,500.00

Comments:

Office Use Only:

Thank you for your business.





ANTIQUES

















**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 38-2022

DISALLOWANCE OF CLAIM, DAVID GOGERT

WHEREAS, David Gogert submitted a claim dated September 21, 2022; and,

WHEREAS, the Village Attorney has reviewed the facts and circumstances relating to the claim and recommended that the Village Board disallow the claim; and,

WHEREAS, Wis.Stat. 893.80 provides for the process by which the Village Board shall consider and handle claims made against the Village and its officers, agents and employees;

NOW THEREFORE BE IT RESOLVED by the Village Board of the Village of Germantown that the claim of David Gogert dated September 21, 2022, is hereby disallowed.

BE IT FURTHER RESOLVED that the Village Clerk's office is directed, pursuant to Wis Stat . 893.80 (1g), to provide written notice of disallowance.

Introduced by: _____

Adopted: November 7, 2022

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

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

Administration Department
N112 W17001 Mequon Road P.O. Box 337
Germantown, Wisconsin 53022-0337
Phone: (262) 250-4750 Fax: (262) 253-8255
www.village.germantown.wi.us



NOTICE OF CLAIM

Name: David Gogert
Address: 6926 W. Locust St.
Milwaukee WI 53210
Phone: 920-296-8677

Incident/Accident Information
Date: 8/04/22
Time: 12:30 a.m.
Place: Hwy 41 near ex't 54

CIRCUMSTANCES OF CLAIM

In the space below briefly describe the circumstances of your claim. (Attach additional sheets, if necessary.) For auto damages, attach a copy of police report, if any, and attach a diagram of the accident scene indicating north, south, east or west corners if the accident occurred at an intersection. For bodily injury, indicate nature of injury and whether or not medical attention was given and give the name of the physician. Also identify any witnesses to the incident/accident.

My vehicle was spiked while traveling southbound on
Hwy 41 resulting in the damages enclosed. I have included
all invoices and the police report card.

Signed: David R. Gogert

Date: 9/21/22

CLAIM

(NOTE: You are not required to make a claim at this time. As long as you have filed the above Notice of Claim you may file a claim with the Village at any time consistent with the applicable statute of limitations. However, in order for the Village to formally accept or deny your claim at this time, the following claim must be completed and signed.)

The undersigned hereby makes a claim against the Village of arising out of the circumstances described above in the amount of \$ 959.60.

To process this claim it is necessary to detail all damages being sought.

Signed: David R. Gogert Date: 9/21/22

Address: 6926 W. Locust St. Milwaukee WI 53210

CUSTOMER #: 125379
UNIT# MA19524

215134

RUSS DARROW METRO MAZDA

11330 W. Metro Auto Mall
Milwaukee, WI 53224
(414) 973-3939

www.russdarrowmetromazda.com

INVOICE

PAGE 1

DAVID RYAN GOGERT
6926 W LOCUST ST
MILWAUKEE, WI 53210-1240
DAVEGOGERT@GMAIL.COM

HOME: CONT: 920-296-8677
BUS: CELL: 920-296-8677

SERVICE ADVISOR: 86344 NICHOLAS AGUILAR

mazda

COLOR		YEAR		MAKE/MODEL		VIN		LICENSE		MILEAGE IN/ OUT		TAG			
WHITE		19		MAZDA MAZDA 3		JM1BPBNM1K1140437		AGE2256		66915/66915		T1475			
IN SVC. DATE		PROD. DATE		WARR. EXP.		PROMISED		PO NO.		RATE		PAYMENT		INV. DATE	
28SEP19 DL						18:00 04AUG22						CASH		04AUG22	
DATE OF REPAIR		DATE OFFERED BACK		OPTIONS: SOLD-STK:MA19524 DLR:61614 1) RL121002479721											
04AUG22		04AUG22													

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
AUG	CUSTOMER STATES	THREE OUT OF FOUR TIRES ARE FLAT. STATES THEY WENT					
UNIT#	MA	OVER A POLICE SPIKE STRIP. QUOTE FOUR NEW TIRES					
		MBT4 MOUNT AND BALANCE 4 TIRES					
DAVID RYAN GOGERT	86105	WIRTH, LUCAS LIC#: Y					
6926 W LOCUST ST	CPM						
MILWAUKEE	15509770000	GENERAL 215/45R18		194.99	194.99	584.97	
DAVEGOGERT	15509770000	GENERAL 215/45R18		1.00	1.00	1.00	
PARTS:	585.97	LABOR: 99.50 OTHER: 0.00				685.47	
B66915		MOUNT AND BALANCE OF FOUR NEW GENERAL TIRE COMPLETES					

COLOR	YEAR	MAKE/MODEL	*****			
B MAZDA VALUED CUSTOMER FULL CIRCLE INSPECTION						
WHITE 99P MAZDA VALUED CUSTOMER FULL CIRCLE INSPECTION						
IN SVC DATE	86105 WIRTH, LUCAS LIC#: Y					
ISPM						
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE B: 0.00
						(N/C)

*****DATE OF REPAIR*****									
C COMPLEMENTARY TRUVIDEO OF SERVICE									
TV COMPLEMENTARY TRUVIDEO OF SERVICE									
LINE OPCODE 86105 WIRTH, LUCAS LIC#: Y									
A CUSTOMER STATES ISPM									
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00									

DATE OF REPAIR	DATE OFFERED BACK	OPTIONS	SOLD-STK	DLR	INV
SHOP SUPPLY RECOVERY					
THANK YOU FOR GIVING US THE OPPORTUNITY TO BE					
OF SERVICE TO YOU. WE AT RUSS DARROW METRO					
MAZDA ARE COMMITTED TO YOUR SATISFACTION.					
IF YOU HAVE ANY QUESTION OR CONCERNS PLEASE					
CONTACT ZOE HULMAN AT 414-973-3939. WE LOOK					
FORWARD TO SERVICING ALL OF YOUR VEHICLE					
NEEDS!					

1	MAZDA	VALUED	CUSTOMER FULL CIRCLE INSPECTION						
2	WHITE	99P	MAZDA VALUED CUSTOMER FULL CIRCLE INSPECTION						
3	IN SVC DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE	
4	86105	WIRTH, LUCAS	LIC#: Y						
5	PARTS:	0.00	LABOR: 0.00	OTHER: 0.00			0.00		

DATE OF REPAIR	DATE OFFERED BACK	OPTIONS	SOLD-STK	DLR	INV
THANK YOU!					
Service Department Hours					
MONDAY - FRIDAY					
7:00 A.M. - 6:00 P.M.					
SATURDAY					
8:00 A.M. - 5:00 P.M.					
CALL FOR APPOINTMENT					
(414) 973-3939					
mazda					

MATERIAL: ALL PARTS NEW UNLESS SPECIFIED. U=USED R=REBUILT C=RECONDITIONED Y=RECYCLED STATEMENT OF DISCLAIMER: The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. CUSTOMER SIGNATURE	DESCRIPTION	TOTALS
	LABOR AMOUNT	99.50
	PARTS AMOUNT	585.97
	GAS, OIL, LUBE	0.00
	SUBLET AMOUNT	0.00
	ENVIRONMENTAL / SUPPLIES	39.97
	TOTAL CHARGES	725.44
	LESS INSURANCE	0.00
	SALES TAX	39.91
	PLEASE PAY THIS AMOUNT	765.35

Motor vehicle repair practices are regulated by chapter ATCP-132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

CUSTOMER COPY

110336

ROSKOPF'S SERVICE & TOWING LLC

N91 W14010 WARREN ST. • MENOMONEE FALLS, WI 53051

H.D. TRUCK
TOWING

TOWING: (262) 251-0600

WHEEL LIFT

FAX: (262) 251-1670

WINCHING

www.roskopf towing.com



FLAT BED SERVICE

DATE: 8/4/22 TIME: _____ REQUESTED BY: STARR ROSKOPF
 LOCATION: 415B NUF LAMEN RD
 YEAR 19 MAKE MARZDA MODEL 3 COLOR WHT
 REG: ALF-2256 VIN 5M21BPBHM1K1840437
 TOWED TO: RUS DAWSON MARZDA KEYS YES

HOLD PER: _____

AUTHORITY 22-12688 G.P.D.OWNER'S NAME: David GroenADDRESS: 6926 W. Locust ST. Milwaukee 53210PHONE: 420-296-8677 D.L.# _____

RELEASED TO: _____

SIGNATURE: David R. RoskopfPAYMENT MC 6631 8/4/22**TOW/SERVICE CLASSIFICATION****SPECIAL EQUIPMENT**☐ SLING/HOIST TOW☐ FLAT TIRE☐ UNDER LIFT☐ WHEEL LIFT☐ START☐ S/L ☐ D/L WINCHING☐ LOCK OUT☐ WRECK☐ SNATCH BLOCKS☐ RECOVERY☐ ARREST☐ SCOTCH BLOCKS☐ OUT OF GAS☐ _____☐ DOLLYS☐ ABANDONED☐ _____☒ FLATBED☐ _____☐ _____☐ SLINGS/CHOCKERS☐ DRIVER/TRUCK # 7105R

MILEAGE	TIME			
F	F	TOW-PP	150	CU
S	S	MILEAGE	35	CU
TT <u>10 x 3.50</u>	TT	SPECIAL EQUIP		
TT	TT	WINCHING		
	# DAYS @	STORAGE		
		SERVICE		
		ADV. CHARGES		
		2ND TOW		
		SUB-TOTAL	185	CU
		SALES TAX	5.25	
		TOTAL	190.25	

A FINANCE CHARGE OF 1 1/2% PER MONTH (18% A.P.R.) WILL BE
 ADDED TO THE UNPAID BALANCE AFTER 30 DAYS

NOT RESPONSIBLE FOR ANY DAMAGE TO VEHICLE WHILE BEING WINCHED TO ROAD OR BEING TOWED. NOT
 RESPONSIBLE FOR AFTER MARKET ACCESSORIES, TRAILER HITCHES, BUMPERS. NOT RESPONSIBLE FOR ITEMS LEFT IN
 VEHICLE. OWNER ASSUMES ALL LEGAL FEES IN ANY CLAIMS OR NON PAYMENT

DELUXE FOR BUSINESS 1-800-888-6327

Ref. No: G 984200239

Get Your Police Report at
CRASHDOCS.ORG

Germantown Police Department

8/4/22	22 12688
ACCIDENT DATE	POLICE REPORT NUMBER