MEETING:	**REGULAR MEETING OF THE VILLAGE BOARD**
DATE AND TIME:	**Monday, July 17, 2023 7:00 PM**
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 link:** https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mbac09c1bf900c82b3d4fd86d044402dc **Meeting number** 2551 746 8900 **Meeting password** RGfHMePh684 **Join by video system** 25517468900@villageofgermantown.my.webex.com **Join by phone** +1-408-418-9388 **Meeting number** 2551 746 8900

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:

VI. CITIZEN INPUT:

VII. APPOINTMENTS:

A. Park & Recreation Committee
Bridget Henk

B. Tourism & Economic Development Commission
Joletta Kerpan

C. Library Board
Joyce Nelson

VIII. UNFINISHED BUSINESS

IX. CONSENT AGENDA:

A. June 19, 2023 Minutes

B. June 26, 2023 Minutes

C. Resolution -2023, Disallowance of Claim, Christine O'Neill

D. Resolution -2023, Disallowance of Claim, Ashley Jacobs

X. NEW BUSINESS:

A. Facility Usage Agreement - Hat Trick Enterprises Inc., Germantown Soccer Club

B. Renewal of a "Class A" Fermented Malt Beverage, including cider and Intocixating Liquor License, for the period commencing July 1, 2023 and ending June 30, 2024 for Ajima Corporation, Rajan Shrestha, Agent, d/b/a **Holy Hill Road Shell**, N128 W21760 Holy Hill Rd, coolers, office, back storage.

C. Engberg Anderson Conceptual Design Presentation to the Village Board on July 17, 2023

D. Kinderberg Feasibility Study, Playground

E. Special Request for Brochure Funding

F. Resolution to Support Washington County Sharing 20% of the Sales Tax

G. 2024 Budget Preview

H. Village of Germantown - Status of the Richfield Intergovernmental Agreement (IGA) to Extend Wastewater & Water Utilities-Utility Route Recommendation (DISCUSSION & ACTION)

I. An Ordinance Creating Section 1.07(4) of the Municipal Code of the Village of Germantown Relating to the Village Administrator's Authority to Act in Certain Circumstances

XI. ADJOURNMENT:

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
INFORMATION PROFILE FOR
PUBLIC SERVICE APPOINTMENT CONSIDERATION

NAME: Bridget Henk **HOME/CELL PHONE:** 920-242-2252

ADDRESS: N100W14925 Windsong Cir E

CITY/STATE/ZIP: Germantown **BUSINESS PHONE:** 414-225-2229

E-MAIL ADDRESS (for Committee related contact use only): bridget.henk@gmail.com

Please *circle* the days and list times that you are **AVAILABLE FOR MEETINGS:**
MON-TUES-WED-THUR TIME: after 4:30 P.M.

RESIDENCY: Years in Village: 9

AREAS OF POSSIBLE INTEREST: Please mark your choices

- ☐ Utility Advisory Committee
- ☐ Plan Commission
- ☐ Board of Zoning Appeals
- ☐ Library Board
- ☐ Tourism/Betterment Committee
- ☐ Historic Preservation Commission
- ☐ Board of Review
- ☐ Police & Fire Commission
- ☑ Park & Recreation Commission
- ☐ Ethics Board
- ☐ Senior Center Advisory Comm.
- ☐ Economic Development Commission
- ☐ Building Const. Oversight Committee

Please indicate your reason for applying for this position***, any education or experience that would be relevant to the specific committee(s) you have requested*** and any other pertinent information that you feel would be helpful in selecting you for a position.

I am interested in becoming a member of the Parks and Recreation Commission. I am a professional engineer and am currently a Senior Project Manager for the Milwaukee Metropolitan Sewerage District. My primary role is writing Requests for Proposals for technical services and managing design contracts for various public infrastructure projects. Prior to my service with MMSD, I was the Assistant City Engineer for the City of Mequon where I served as the staff liaison for the Bike and Pedestrian Commission. I also regularly attended and presented at the Planning Commission and the Public Works Committee. In addition to my professional roles, I have a young daughter who participates in several of the Rec Department activities.

Return to: Office of the Village Clerk,
P. O. Box 337, Germantown, WI 53022-0337
dbraunschweig@village.germantown.wi.us

VILLAGE OF GERMANTOWN
INFORMATION PROFILE FOR
PUBLIC SERVICE APPOINTMENT CONSIDERATION

NAME: Joletta Kerpan **HOME/CELL PHONE**: 8477223791

ADDRESS: 1027 Winnebago Circle

CITY/STATE/ZIP: Hubertus, WI 53033 **BUSINESS PHONE:** 262-255-1812

E-MAIL ADDRESS (for Committee related contact use only): jkerpan@germantownchamber.org

Please *circle* the days and list times that you are **AVAILABLE FOR MEETINGS:**
MON-TUES-WED-THUR TIME: Mon - Thurs 5PM-7PM P.M.

RESIDENCY: Years in Village: 0

AREAS OF POSSIBLE INTEREST: Please mark your choices

- ☐ Utility Advisory Committee
- ☐ Police & Fire Commission
- ☐ Plan Commission
- ☐ Park & Recreation Commission
- ☐ Board of Zoning Appeals
- ☐ Ethics Board
- ☐ Library Board
- ☐ Senior Center Advisory Comm.
- ☑ Tourism/Betterment Committee
- ☑ Economic Development Commission
- ☐ Historic Preservation Commission
- ☐ Building Const. Oversight Committee
- ☐ Board of Review

Please indicate your reason for applying for this position***, any education or experience that would be relevant to the specific committee(s) you have requested*** and any other pertinent information that you feel would be helpful in selecting you for a position.

Applying to replace Lynn Grgich on these committees as I will be taking on the role of Executive Director of the Germantown Area Chamber of Commerce on 7/1/23.

Return to: Office of the Village Clerk,
P. O. Box 337, Germantown, WI 53022-0337
dbraunschweig@village.germantown.wi.us

MEETING:	**REGULAR MEETING OF THE VILLAGE BOARD**
DATE AND TIME:	**Monday, June 19, 2023 7:00 PM**
LOCATION:	**Germantown Village Hall Board Room** **N112 W17001 Mequon Road**

MINUTES

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.*
President Wolter called the meeting to order at 7:00

II. ROLL CALL:
Present: Trustee Jan Miller, Trustee Rick Miller, Trustee Bill Neureuther, Trustee Terri Kaminski, Trustee Phil Hudson, Trustee Dennis Myers, President Dean Wolter
Excused: Trustee Jolene Pieper, Trustee David Baum (8:20), Trustee Dennis Myers (9:55)
Also Present: Administrator Kreklow, Support Services Manager Hirn, Community Development Director Retzlaff, Public Works Director Ratayczak, and Attorney Sajdak

III. PLEDGE OF ALLEGIANCE:

IV. PRESIDENT'S REPORT:
President Wolter requested the public donate their time to volunteer on the 4th of July.

V. ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST COMMITTEE AND DEPARTMENT REPORTS:
Trustee Kaminski announced a meeting of the Public Works & Highway Committee on July 12th at 6:00 pm.
Trustee Rick Miller announced a meeting of the General Government & Finance Committee on July 17th at 6:00 pm.
Trustee Hudson announced a meeting of the Public Safety Committee on July 10th at 5:30 pm.

VI. CITIZEN INPUT:
Scott Hefle, Old Farm Road, thanked the current Public Works Director for his service and voiced concern about the method the Village uses to find a new Engineer/Public Works Director. Voiced concern about closed session items.

VII. APPOINTMENTS:

A. Board of Zoning Appeals

1. Lilibeth Yao

Motion: Approve as presented
Motioned By: Dennis Myers
Seconded By: Phil Hudson

Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller, Dean Wolter
No: None
Abstain: None

Motion Passed (Yes 8, No 0, Abstained 0)

VIII. <u>CONSENT AGENDA:</u>

Trustee Jan Miller requested to take out Item B. Resolution Adopting 2022 Compliance & Maintenance Annual Report (CMAR) WIDNR

Motion: Approve as presented
Motioned By: Dennis Myers
Seconded By: Phil Hudson

On roll call vote:
Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller, Dean Wolter
No: None
Abstain: None

Motion (Yes 8, No 0, Abstained 0)

A. June 5, 2023 Minutes.

B. Resolution Adopting 2022 Compliance & Maintenance Annual Report (CMAR) WIDNR

Trustee Jan Miller asked questions regarding current projects. Public Works Director Rataycak elaborated on projects within the annual report.

Motion: Approve as presented
Motioned By: Jan Miller
Seconded By: Rick Miller

On roll call vote:
Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller, Dean Wolter
No: None
Abstain: None

Motion (Yes 8, No 0, Abstained 0)

C. Grading Easement for Holy Hill Rd Reconstruction - Wetterau Easement

D. Capstone 41 Development - Public Watermain and Sanitary Sewer Easements

E. TDC Willow Creek LLC Development Easement

F. Award of Contract for Legend Avenue Culvert Replacement

G. Development Agreement - Dickman (Willow Creek)

H. Development Agreement - Keller/F-Street (Town Nine Industrial Park)

I. Amended Development Agreement - Capstone Building #2

J. The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of a "Class B" Fermented Malt Beverage and Intoxicating Liquor License for the period commencing July 1, 2023, and ending June 30, 2024:

1. **Barley Pop Brew Haus, LLC**, Jodi Kanzenbach, Agent, W4535 County Road A, Fredonia, d/b/a **Barley Pop Pub & Restaurant**, N116W16137 Church St First Floor, Basement Storage, outside beer garden located on North Side of Building and an additional 35'x39.10' on the Western Side of business. During July 4 parade beginning at 11 am outside extension from east end of building to western end to sidewalk.

2. WI Bier Stube LLC, Charles Hastings, Agent, N116W15841 Main Street, d/b/a **Von Rothenburg Bier Stube,** N116 W15863 Main Street. Basement keg cooler, 1st floor bar, includes outside fenced beer garden and garage extended to parking lot open until 10:00 p.m.

3. BSC Wisconsin LLC, Eric D Schroeder, Agent, N132W17573 Rockfield Road, Richfield, d/b/a **Big Sky Country Bar & Grill**, W204N11498 Goldendale Rd, Bar Area, Dining Area on First Floor, Banquet / Dining Area in basement, Office and 8' x 55' outside patio on side open until 10:00 p.m.

4. Black Dog Hospitality LLC, Jake Woller, Agent, N112W21209 Mequon Road, d/b/a **Bixenberg Tavern**, N112W21209 Mequon Road, NE Room of Building, 1st floor; East Patio; SE of Building on First Floor, and South Deck. Stored in Basement and Northeast side of Building on First Floor.

5. Blackstone Creek Golf Club Ltd, Troy Schmidt, Agent, N105W14467 Wilson Circle, d/b/a **Blackstone Creek Golf Club,** N112W17300

Mequon Rd, Clubhouse bar, golf shop, includes golf course property of 156 acres.

6. Blazin Wings, Inc, Allen Hart, Agent, d/b/a **Buffalo Wild Wings**, N96 W17990 County Line Rd Patio, dining, bar, and beer cooler in kitchen. Attached patio with hours restricted between 10:00 pm and 8:00 am Reserve.

7. Bubs on Main LLC, Scott Pecor Agent,10908 N Essex Drive, d/b/a **Bubs Irish Pub**, N116W16218 Main Street, Bar and Banquet, South Side Entry Ramp and Two Triangle Grassy Areas on Southeast side of building

8. Brinker Restaurant Corporation, James Linderman, 142 N Western Ave #J, Neenah, d/b/a **Chili's Grill & Bar**, N96W18640 County Line Rd; dining area and bar area, storage and five to go parking areas.

9. Das Barrel Room LLC, Mark Brooks, Agent, N52W14018 Aberdeen Dr, Menomonee Falls, d/b/a **Das Barrel Room**, W201N10466 Appleton Ave, Main Building Basement Bar, Storage Room, Dining Areas, Deck and Lawn off back of building.

10. Eastern Kettle Moraine Moose Lodge 1238, William Numrich, Agent, N88W17521 Christman Road, Menomonee Falls, d/b/a **E.K.M. Moose Lodge**, W198N10217 Appleton Ave, includes main building, kitchen, hall, and outside pavilion 22' x 20', and open area for Lodge picnics including buildings to be open until 10:00 pm, 480' x 525' grounds area.

11. Fawn Lane, LLC, Boro Buzdum, Agent, 7697 County Highway WW, West Bend, d/b/a **Buzdum's Pub & Grill,** W188N10515 Maple Rd First Floor and basement and patio and field.

12. Florian Park, Inc., Ryan Rahl, Agent, 311 Preserve Way, Colgate, d/b/a **The Florian,** N111 W18611 Mequon Rd three interior bars in two ballrooms, liquor storage room, beer cooler, includes outside premise Willow Path, Willow Gardens, and Willow Point on south end of Willow Pond to be open until 10:00 p.m. and outdoor designated smoking area to the north of property.

13. Germantown American Legion Post #1, Inc, James A. Heimann, Agent, 2584 Country Aire, Cedarburg, d/b/a **Germantown American Legion Post #1**, N120 W15932 Freistadt Rd, Hall, bar, lounge, walk in cooler, office storage.

14. Goldendale Legacy LLC, Emily Schaefer, Agent, 1510 Greentree Road, d/b/a **Broken Chandelier**, W204 N11912 Goldendale Rd. (First Floor, basement, includes horseshoe courts, path, outside fenced area to be open until 10:00 p.m., and outside front porch area)

15. Northridge Automotive Enterprises, Inc, David L Iverson, Agent, N166W19523 Ravens Way, Jackson, d/b/a **Ivee's at Main**, W157N11618 Fond du Lac Ave, 2300 square foot restaurant, and outside patio in front of building until 10:00 pm

16. Matteos AC LLC, Karla Coites, Agent, 761 S River Road #8, West Bend, **Matteo's**, W156 N11058 Pilgrim Rd, Bar Area, Dine In Area, Patio, Office, Hall and Kitchen

17. Barley Pop Brew Haus, LLC, Jodi Kazenbach, Agent, 709 S 2nd Ave, West Bend, d/b/a **The Precinct**, W161N11629 Church St Includes outside patio and additional 23'x35.9' beyond patio.

18. Robin L. Bird, LLC, Robin L. Bird, Agent, W188N13367 Maple Rd, Richfield, d/b/a **Sports Corner Bar & Grill**, W187N12793 Fond du Lac Ave includes main floor, basement, outside volleyball courts and smoking room to be open until 10:00 pm

19. ST1X Golf Entertainment Bar LLC, Robert Stafford, Agent, 13985 N Pine Bluff Rd, Mequon, d/b/a **Stix Golf**, W164N11271 Squire Dr

20. Tiny T's, Christine BrockmanW156N11625 Pilgrim Road, W156 N11638 Fond du lac, d/b/a **Tiny T's**, bar, basement, outside patio, 4th of July, sand area backyard behind building and to the side of the garage for summer / fall bags

21. Wolverine WI LLC, Charles Hastings, Agent, N116W15841 Main Street, d/b/a **WI Big Boy,** N116 W15841 Main St, keg cooler basement, upstairs liquor room, bar area, includes outdoor deck open until 10:00 pm

K. The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of "Class C" Wine License for the period commencing July 1, 2023, and ending June 30, 2024:

1. Latitude Café LLC, Shackar Levy, N87W15878 Belleview Blvd, Menomonee Falls, **Latitude Café'** LLC, W156N9635 Pilgrim Road, Wine in locked cabinet and dining area

2. Old Germantown LLC, Scott Sommer and Georgene Sommer, W148N12696 Pleasant View Dr, **Main Café**, Brewery, Outdoor Patio, Future Storage included in Storage Building to the East of Main Facility

L. The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of a Class “B" Fermented Malt Beverage License and “Class C” Wine License for the period commencing July 1, 2023, and ending June 30, 2024:

1. Brama’s Pizzeria LLC, Carrie Wegner, N116W12831 Elm Lane, d/b/a **Brama’s Pizzeria**, N112W16700 Mequon Road, Coolers, and bar area located on the West wall, rear of restaurant in locked storage room / office, parking lot area in front of restaurant.

M. The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of a “Class B” Winery License and Class “B” Fermented Malt Beverage License for the period commencing July 1, 2023, and ending June 30, 2024:

1. Apple Works Winery LLC, Kevin H. Behnke, Agent, W179N12536 Fond Du Lac Ave., d/b/a **Apple Works Winery/Behnke Estates**, W179N12536 Fond Du Lac Ave. Winery Store/Sales, and Tasting Room Pole Building; Wine Manufacturing and storage; Includes outdoor patio area and tent

N. The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of a "Class A" Fermented Malt Beverage, including cider, and Intoxicating Liquor License, for the period commencing July 1, 2023, and ending June 30, 2024.

1. Aldi Inc., Jessica Lomibao, Agent, 254 Nicks Way, Belgium, d/b/a **Aldi #67**, N96 W18838 County Line Rd. Single Story Brick Bldg., Grocery Store, Alcohol Beverages will be sold on the sales floor and stored in the backroom

2. Colgate Gas, Inc, Didar Singh, Agent, W150N7248 Paseo Lane, Menomonee Falls, d/b/a **County Line BP**, N96 W21962 County Line Rd, Shelves, Cooler, Beer Cave, Storage

3. Kwik Trip, Inc., Kimberly Kuecker, Agent, 320 N German St, Mayville, d/b/a **Kwik Trip 631**, W188N10963 Maple Rd storage coolers, Sales Floor and Behind Counter

4. Sendik’s Germantown LLC, Theodore Balistreri, Agent, 5566 N Diversey Blvd, Whitefish Bay, d/b/a **Sendik’s Food Market**, N112W15800

Mequon Rd, store, and storage, includes exterior parking stalls designated for on-line grocery pick up

5. Ultra Mart Foods, LLC., Kristi O'Connor, Agent, 9611 W Forest Home Ave, Hales Corners, d/b/a **Pick 'n Save 6357**, N112 W16200 Mequon Rd. Grocery and liquor store, includes exterior parking stalls designated for on-line grocery pick up. Displayed throughout the store.

6. Walgreen Co., Vickie Matt, Agent, 10174N9444 Devon Wood, Menomonee Falls, d/b/a **Walgreens #05427**, W156 N11261 Pilgrim Rd, 13,906 square foot building

7. NSM Enterprises LLC owned by Naheed Naseem, Naseem Abbas, Agent, N114W15775 Sylvan Ct, 20, d/b/a **Willow Creek BP**, W201 N10451 Appleton Ave, Behind the Counter, Back Office, Stock Area

8. Wal-Mart Stores East, LP, Alexey Hunt, Agent, 202 Royal Court, Appleton; d/b/a **Wal-Mart 1515**, W190N9855 Appleton Ave, 103,075 square foot building, 1,465 foot in front of building for display and storage, and outside parking lot specifically designated for online grocery pick up)

O. The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of a Class "A" Fermented Malt Beverage, including cider for the period commencing July 1, 2023, and ending June 30, 2024

1. Fleet Farm Group, LLC, Shawn Stockfisch, Agent, N173W20425 Crestview Dr, Jackson, d/b/a **Fleet Farm**, N9618200 County Line Road, on pallets/shelves and in back room

2. Speedway, LLC, Richard Eastham, Agent, 8290 W Orchard, West Allis, d/b/a **Speedway 4465**, W178 N9653 Riversbend Lane, Store, walk in cooler, sales area, storage / furnace room.

3. Speedway, LLC, Dawn Reith, Agent, N75W222586 Cherry Hill Rd, Sussex, d/b/a **Speedway 4495**, W164 N11233 Squire Dr, store, walk in cooler, sales area / storage furnace room.

P. Intergovernmental Agreement with the Germantown School District Regarding the School Resource Officer Program

IX. UNFINISHED BUSINESS

X. NEW BUSINESS:

A. Eric and Ashley Evans, W130 N11622 Harvest Ridge, Lot 1 in Harvest Hills Subdivision. Subdivision Plat Amendment to revise the Elm Lane access restriction to allow a driveway on Elm Lane.

Community Development Director Retzlaff discussed the project as reviewed in the memo. This request was also reviewed and recommended by the Public Works Director due to safety concerns. This was approved by the Plan Commission with one condition that the nearest point of the driveway not be closer than 120 feet to Elm Lane.

Mr. Eric Evans was present and spoke in support of the item.

Motion: Approve as presented
Motioned By: Dennis Myers
Seconded By: Terri Kaminski

Yes: Terri Kaminski, Phil Hudson, Dennis Myers, Rick Miller
No: David Baum, Bill Neureuther, Jan Miller, Dean Wolter
Abstain: None

Motion Failed (Yes 4, No 4, Abstained 0)

Trustee Keminski spoke in support of the plat amendment.
President Wolter discussed the historical concerns within the neighborhood regarding the traffic on Elm Lane. Discussion ensued.
Trustee Hudson made a motion to postpone this item to the next Village Board meeting and then withdrew the motion.
President Wolter suggested working with staff to bring a new option back to the board.

B. Increased cost for DOT project at Lannon & Maple Rds

The Public Works Director discussed the project, which is 90/10 funded by the state. The increased cost would be paid out of ARPA funds.

Motion: Approve as presented
Motioned By: Dennis Myers
Seconded By: Terri Kaminski

On roll call vote:
Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller, Dean Wolter
No: None
Abstain: None

Motion Passed (Yes 8, No 0, Abstained 0)

C. Appointment of Zachary Kessler as Germantown Village Clerk

Mr. Kessler was present and gave a history of his background. He was welcomed by the Board.

Motion: Approve as presented
Motioned By: David Baum
Seconded By: Rick Miller

On roll call vote:
Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller, Dean Wolter
No: None
Abstain: None

Motion Passed (Yes 8, No 0, Abstained 0)

D. Authorization to enter into a contract for recruitment services for a Public Works Director and Village Engineer.

The Village Administrator announced the Public Works Director's retirement and suggested utilizing a contracted service to search for a new Public Works Director and Village Engineer.

Trustee Hudson asked if it was a retainer. Kreklow said that this firm would be paid hourly through a contract..

Motion: Approve as presented
Motioned By: Dennis Myers
Seconded By: Terri Kaminski

On roll call vote:
Yes: Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller, Dean Wolter
No: None
Abstain: None

Motion Passed (Yes 7, No 0, Abstained 0)

E. Authorization to enter into a contract for interim Director of Public Works services.

Trustee Hudson mentioned his concern about using the same company as the recruitment firm. Trustee Jan Miller voiced her concern as well about using the same company for both. Kreklow reached out to Graef; however, they indicated that they would not be able to give the level of requested service.

Motion: Approve as presented
Motioned By: Dennis Myers
Seconded By: Rick Miller

On roll call vote:
Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Dean Wolter

No: Jan Miller
Abstain: None

Motion Passed (Yes 7, No 1, Abstained 0)

F. Facility Usage Agreement Between the Village of Germantown and the Germantown School District

Motion: Approve as presented
Motioned By: Dennis Myers
Seconded By: Rick Miller

On roll call vote:
Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Rick Miller, Jan Miller, Dean Wolter
No: None
Abstain: Bill Neureuther

Motion (Yes 7, No 0, Abstained 1)

G. Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District and the Village of Germantown for Acquiring Lands for Greenseams and Comprehensive Outdoor Recreation Plan.

Motion: Approve as presented
Motioned By: Dennis Myers
Seconded By: David Baum

Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller, Dean Wolter
No: None
Abstain: None

Motion Passed (Yes 8, No 0, Abstained 0)

I. Acquisition of Grosenik Property - N116 W15843 Main Street and W157 N11593 Fon du Lac Avenue. The Village Board may enter into closed session as per Wis. Stat. 19.85(1)(e) for the purpose of deliberating or negotiating, when competitive or bargaining reasons require a closed session and then re-enter open session to take such action as it deems appropriate.

Motion: Approve to switch items H and I as presented
Motioned By: David Baum
Seconded By: Dennis Myers

Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller, Dean Wolter
No: None
Abstain: None

Motion Passed (Yes 8, No 0, Abstained 0)

Motion: Approve entering into Closed Session including the Community Development Director,

the Village Administrator, and the Village Attorney
Motioned By: Dennis Myers
Seconded By: David Baum

On roll call vote:
Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller, Dean Wolter
No: None
Abstain: None

Motion Passed (Yes 8, No 0, Abstained 0)

Motion: Approve motion to enter into Open Session at 8:55 pm
Motioned By: David Baum
Seconded By: Jan Miller

Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller, Dean Wolter
No: None
Abstain: None

Motion Passed (Yes 8, No 0, Abstained 0)

Motion: Approve to direct staff to proceed as directed in closed session
Motioned By: David Baum
Seconded By: Terri Kaminski

On roll call vote:
Yes: David Baum, Terri Kaminski, Dennis Myers, Bill Neureuther, Rick Miller, Dean Wolter
No: Phil Hudson, Jan Miller
Abstain: None

Motion Passed (Yes 6, No 2, Abstained 0)

H. Agreement with Greystone Partners Inc. for redevelopment and property acquisition services. The Village Board may go into closed session as per Wis. Stat. 19.85(1)(e) for the purpose of deliberating or negotiating, when competitive or bargaining reasons require a closed session and then re-enter open session to take such action as it deems appropriate.

Trustee Baum was excused from the meeting at 9:45 pm.

Motion: Approve Approve entering into Closed Session including the Community Development Director, the Village Administrator, and the Village Attorney.
Motioned By: Dennis Myers
Seconded By: Phil Hudson

On roll call vote:
Yes: Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan

Miller, Dean Wolter
No: None
Abstain: None

Motion Passed (Yes 7, No 0, Abstained 0)

Motion: Approve motion to enter into Open Session at 8:55 pm
Motion: Approve to enter into Open Session.
Motioned By: Terri Kaminski
Seconded By: Rick Miller

Yes: Terri Kaminski, Phil Hudson, Bill Neureuther, Rick Miller, Dean Wolter
No: Jan Miller
Abstain: None

Motion Passed (Yes 5, No 1, Abstained 0)

Motion: Approve to direct staff to proceed as directed in closed session
Motioned By: Terri Kaminski
Seconded By: Phil Hudson

On roll call vote:
Yes: Terri Kaminski, Phil Hudson, Bill Neureuther, Rick Miller, Dean Wolter
No: Jan Miller
Abstain: None

Motion Passed (Yes 5, No 1, Abstained 0)

XI. ADJOURNMENT:

The meeting was adjourned by President Wolter at 10:20 pm.

MEETING:	**SPECIAL MEETING OF THE VILLAGE BOARD**
DATE AND TIME:	**Monday, June 26, 2023 7:00 PM**
LOCATION:	**Germantown Village Hall Board Room** **N112 W17001 Mequon Road**

MINUTES

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.*
President Wolter called the meeting to order at 7:00 p.m.

II. ROLL CALL:
Present: Trustee David Baum, Trustee Bill Neureuther, Trustee Terri Kaminski, Trustee Jan Miller, President Dean Wolter, Trustee Phil Hudson, Trustee Dennis Myers, Trustee Rick Miller, Trustee Jolene Pieper (arrived by
Also Present: Administrator Kreklow, Attorney Sajdak, Support Services Manager Hirn

III. PLEDGE OF ALLEGIANCE:

IV. PRESIDENT'S REPORT:
President Wolter promoted residents to volunteer for the 4th of July celebration.

V. ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST COMMITTEE AND DEPARTMENT REPORTS:
Trustee Kaminski announced the next public works & highway committee has been cancelled and the next meeting will be Wednesday August 2nd at 5:30 pm.
Trustee Rick Miller announced the next General Government & Finance would take place on Monday July 17th at 6:00 pm.
Trustee Hudson announced the next Public Safety Committee would take place on Monday July 10th 5:30 pm.

VI. CITIZEN INPUT:
Steven Wesolowski, W169 N10427 Pheasant Run, looked for clarification on what is expected as a member of the Utility Advisory Committee and voiced his concern about the process and noted that there was not a trustee who was also a member on the Public Works & Highway Committee currently on the board which is include in the Ordinances.

Melanie Smyth, Cedar Lane,spoke in favor of policies on development and not in favor of tax increment districts. Spoke against the decision the board made on the Evan's property.

Scott Hefle, Farm Road, spoke against the decision the board made on the Evan's property. Offered the Leadership Germantown Training to any of the current Board Members.

VII. CONSENT AGENDA:

Motion: Approve as presented
Motioned By: Bill Neureuther
Seconded By: David Baum

On roll call vote:
Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper, Dean Wolter
No: None
Abstain: None

Motion Passed (Yes 9, No 0, Abstained 0)

A. Cracker Barrel Class B Combo License Application

B. A Kid at Heart Class B Beer/Wine Application

C. 4th of July Fire Works Permit Application

D. 4th of July Parade Application

VIII. NEW BUSINESS:

A. Cancellation of July 3rd, 2023 Village Board Meeting

Motion: Approve as presented
Motioned By: David Baum
Seconded By: Jolene Pieper

Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper, Dean Wolter
No: None
Abstain: None

Motion Passed

IX. CLOSED SESSION:

Motion: Approve as presented to enter into closed session including Administrator Kreklow, Attorney Sajdak, and Washington County Economic Development Executive Director Christian Tscheschlok
Motioned By: Dennis Myers
Seconded By: David Baum

On roll call vote:

Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper, Dean Wolter
No: None
Abstain: None

Motion Passed (Yes 9, No 0, Abstained 0)

B. Development Agreement with Sterling Pharma Solutions. The Village Board may go into closed session as per Wis. Stat. 19.85(1)(e) for the purpose of deliberating or negotiating, when competitive or bargaining reasons require a closed session, and then re-enter open session to take such action as it deems appropriate.

Motion: Approve Returning into open session
Motioned By: Terri Kaminski
Seconded By: Dennis Myers

Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper, Dean Wolter
No: None
Abstain: None

Motion (Yes 9, No 0, Abstained 0)

Motion: Approve as presented
Motioned By: David Baum
Seconded By: Jolene Pieper

Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper, Dean Wolter
No: None
Abstain: None

Motion Passed

X. ADJOURNMENT:

President Wolter adjourned the meeting at 8:20 pm.

VILLAGE OF GERMANTOWN

RESOLUTION NO. __-2023

A RESOLUTION DISALLOWING THE CLAIM OF
CHRISTINE O'NEILL FOR VEHICLE DAMAGE

WHEREAS, Christine O'Neill filed a claim to the Village of Germantown for damage to her vehicle allegedly caused by street work on May 17, 2023; and

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

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

Introduced by: _____

Adopted:

Vote: Ayes:_____

Nays:_____

_____
Dean M. Wolter, Village President

ATTEST:

_____
Erin Hirn
Interim Village Clerk

Clerk/Treasurer Department
N112 W17001 Mequon Road
P.O. Box 337
Germantown, Wisconsin 53022-0337
Phone: (262) 250-4745
www.germantownwi.gov

Village of Germantown
Willkommen

NOTICE OF CLAIM

Name: Christine O'Neill
Address: W142N9758 Amber Dr, Germantown WI 53022
Phone: (262) 290-6653

Incident/Accident Information
Date: 5/17/23
Time: 11:00 AM
Place: Corner of Ridgefield & Sun Valley Trl

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.

Crew laying down fresh tar/pebbles. Waved me to drive on other side of road which I did. Road was not closed nor were there any signs about tar being laid. All four of my tires were destroyed & needed to be replaced immediately. My daughter (age 15) witnessed. Pictures sent via email to Larry

Signed: Christine O'Neill Date: 5/18/23

***

CUSTOMER #: 5657

132578

LEXUS OF MILWAUKEE

1433 W. Silver Spring Drive
Milwaukee, WI 53209
(414) 228-9000

CHRISTINE O'Neill
DOUGLAS BOWMAN
W142W9758 AMBER DRIVE
GERMANTOWN, WI 53022
HOME:262-290-6653 CONT:262-290-6653
BUS: CELL:262-290-6653

INVOICE

PAGE 1

SERVICE ADVISOR: 453 DMITRY KAPRALOV

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	18	LEXUS RX350L	JTJDZKCA3J2013139		62664/62665	TB601

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
14SEP20 DD			WAIT 17MAY23		0.00	CASH	17MAY23

R.O. OPENED	READY	OPTIONS:
11:43 17MAY23	14:48 17MAY23	DLR:64831

```
LINE OPCODE TECH TYPE HOURS                                    LIST      NET     TOTAL
A .REPLACE FOUR TIRES INCLUDES MOUNTING AND BALANCING - 235/55/20
      Bridgestone ECOPIA H/L 422 PLUS BW, CUSTOMER DROVE OVER FRESH
      ROAD TAR, ALL 4 TIRES ON THE CAR ARE COVERED IN THICK TAR.
   TIRE4 MOUNT AND BALANCE 4 NEW TIRES
         440    C                                              120.00   120.00
   WW4 WHEEL WEIGHTS                                             2.00     2.00
   TD4 TIRE DISPOSAL                                            10.00    10.00
      4 DT000-00227-BS OEM 235/55R20 BS                 305.00  276.00  1104.00
PARTS:   1104.00  LABOR:    120.00  OTHER:     12.00   TOTAL LINE A:    1236.00
 REPLACED WITH 4 NEW BRIDGESTONE TIRES BECAUSE OF TAR ON THEM.
         ***************************************************
B Alignment, Wheel - Four - Adjust
   FS02 Alignment, Wheel - Four - Adjust
         440    C                                              129.95   129.95
PARTS:      0.00  LABOR:    129.95  OTHER:      0.00   TOTAL LINE B:     129.95
 PERFORMED 4 WHEEL ALIGNMENT
         ***************************************************

*******************************************************************
ESTIMATE: 1,406.94              17MAY23 11:43  SA: 453
   CONTACT:
*******************************************************************
```

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***SHOP SUPPLY COSTS:** We have added a charge equal to 10% of the total cost of labor and parts, not to exceed $75.00, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DESCRIPTION	TOTALS
LABOR AMOUNT	249.95
PARTS AMOUNT	1104.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES *	51.99
TOTAL CHARGES	1405.94
LESS INSURANCE	0.00
SALES TAX	77.33
PLEASE PAY THIS AMOUNT	1483.27

Repairs Performed By (List mechanics/team leader and names of any subcontractors):

Names: _____

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.

Arbitration Agreement: Customer and the dealer agree that all claims, demands, disputes, or controversies of every kind or nature that may arise between the customer and dealer related to the servicing of the vehicle shall be settled by binding arbitration in accordance with the "Supplementary Procedures For Consumer - Related Disputes" rules of the American Arbitration Association then in effect, such arbitration shall be held in Wisconsin and judgement upon the reward rendered by the Arbitrator(s) may be entered by any court having jurisdiction thereof.

INT. _____

DealerCAP 2014 CDK Global, LLC (06-18) SERVICE INVOICE TYPE 2 - 25-2C - "AS-IS" WI 9698084C

CUSTOMER COPY

Lexus Complete Maintenance Care

LEXUS OF MILWAUKEE

CUSTOMER NAME: O'Neill, CHRISTINE YEAR/MODEL: 2018 RX 350 DATE: 05/17/2023

MILEAGE: 62664 VIN: JTJDZKCA3J2013139 REPAIR ORDER #: 132578

ASSISTANT SERVICE MANAGER: Dmitry Kapralov TECHNICIAN: Lee Kessler

INTERIOR / EXTERIOR

✓			Head Lights / Tail Lights / Turn Signals / Brake Lights / Hazard Warning Lights / Exterior Lamps
✓			Windshield Washer Spray / Windshield Wiper Condition
✓			Windshield Condition (Inspect for Cracks, Chips, or Fitting)
✓			Upholstery / Carpet / Floor Mats / Mirrors / Glass
✓			Emergency Brake Adjustment
✓			Horn Operation
✓			Fuel Tank Cap Gasket
			Air Conditioning Filter (if equipped)
			Clutch Operation (if equipped)

UNDER VEHICLE

✓			Shock Absorbers / Suspension
✓			Steering Gear Box / Linkage and Boots / Ball Joints / Dust Covers
✓			Muffler / Exhaust Pipes / Mountings
✓			Engine Oil and/or Fluid Leaks
✓			Brake Lines / Hoses / Parking Brake Cable
✓			Drive Shaft Boots / Constant Velocity Boots / U-Joints / Transmission Linkage (if equipped)
✓			Transmission / Differential / Transfer Case (Check Fluid Level, Fluid Condition and Fluid Leaks)
✓			Fuel Lines and Connections / Fuel Tank Band / Fuel Tank Vapor Vent System Hoses
✓			Inspect Nuts and Bolts on Body Chassis

UNDER HOOD

✓			Fluid Levels: Oil / Coolant / Battery / Power Steering / Brake Fluid / Washer / Automatic Transmission
✓			Engine Air Filter
✓			Drive Belts (condition and adjustment)
✓			Engine Coolant Protection System
✓			Cooling System Hoses / Heater Hoses / Air Conditioning Hoses and Connections
✓			Radiator Core / Air Conditioning Condenser (if equipped)

BATTERY PERFORMANCE

✓			Battery Terminals / Cables / Mountings
✓			Check Condition of Battery (Storage Capacity Test)

✓ Pass ☐ Recharge Retest ☐ Fail

FLOOR MAT PROPER INSTALLATION & CARE

✓			Verify that the correct driver's floor mat is installed.
✓			Explain proper driver's floor mat installation using the retaining hooks (clips).
✓			Explain floor mat care: Never install the driver's floor mat with the bottom-side up, do not place another floor mat(s) on top of an existing mat, and regularly verify the driver's floor mat is properly secure, e.g., after carwash, interior cleaning, etc.

BRAKE AND TIRE

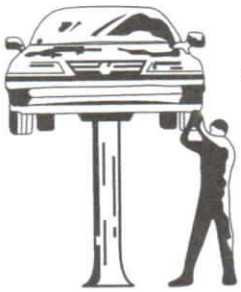
LEFT FRONT

✓			Brake Lining 9 mm
✓			Tire Tread 10 32nds"
✓			Wear Pattern NORMAL
	✓		Tire Pressure 36 psi

RIGHT FRONT

✓			Brake Lining 9 mm
✓			Tire Tread 10 32nds"
✓			Wear Pattern NORMAL
✓			Tire Pressure 36 psi

INSPECT BRAKE LINING



INSPECT TIRE WEAR

LEFT REAR

	✓		Brake Lining 5 mm
✓			Tire Tread 10 32nds"
✓			Wear Pattern NORMAL
✓			Tire Pressure 36 psi

RIGHT REAR

	✓		Brake Lining 4 mm
✓			Tire Tread 10 32nds"
✓			Wear Pattern NORMAL
✓			Tire Pressure 36 psi

COMMENTS/OR OTHER:

© 2012 Lexus Complete Maintenance Care

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: July 17, 2023

PLACEMENT: Action Item

ITEM TITLE: Resolution -2023, Disallowance of Claim, Ashley Jacobs

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Ashley Jacobs 5.15.2023
2. Resolution Disallowance Ashley Jacobs

RECOMMENDATION:

ACTION BY Committee:

Expenses #(919) 649-4875 Kris

submitted 9/14/23

Clerk/Treasurer Department
N112 W17001 Mequon Road
P.O. Box 337
Germantown, Wisconsin 53022-0337
Phone: (262) 250-4745
www.germantownwi.gov

Towing $189.90
Tires $396.30
Tire install + balance $113.94
Rim $147.42
Alignment + ball joints $341.54
Total $1,189.10

NOTICE OF CLAIM

Name: Ashley Jacobs
Address: N59W24450 Quail Run Lane
Sussex, WI 53089
Phone: (919) 770-5229

Inc
Date:
Time: 11:15 pm
Place: Holy Hill Road

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.

While driving through a construction zone in the dark without any street lights and heavy rainfall, the orange barrels were set in the middle of the two lane street and both lanes were open. I chose to drive on the left side of the barrels which should have been closed off due to the road was missing. While driving my car back to the right side, my left front and rear tire blew. A police officer came and provided call number 23-7276.

Signed: Ashley Jacobs Date: 5/15/23

****

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 $ [redacted] $1,189.10

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

Signed: Ashley Jacobs Date: 5/15/23

Address: N59W24450 Quail Run Lane, 53089

HOMERS TOWING & SVC
11412 W BROWN DEER RD
MILWAUKEE, WI 532241523
11125541001

ashier: Employee

ansaction **200411**
voice #: 8815

tal $189.00

REDIT CARD SALE $189.90
CA 8634

Retain this copy for statement validation

ation: Prill

Apr 2023 12:10:53A
39.90 | Method: EMV
A CREDIT
XXXXXXXXXX8634
ISTIN MARGARET JACOBS
erence ID: 311500501730
ID: 085234
: ****4663
: A0000000031010
NtwkNm: VISA
SNATURE VERIFIED

yment 60KMAZ30FF5KY

Clover Privacy Policy
https://clover.com/privacy

; REPORT

HOMER'S TOWING & SERVICE, INC.

(414) 355-4001

11412 W. Brown Deer Rd
Milwaukee, WI 53224

2680 Mayfield Way
Richfield, WI 53076

Name			Date 4-25-23
Address	City	State	
Home Phone	Insurance Company	Insurance Phone	
Business Phone	Year	Make	Model / Color
License	Mileage	VIN	

- START
- BATTERY
- FLAT TIRE
- GAS
- LOCKOUT
- WRECK
- TOW
- CARRIER
- FLAT BED
- INSURED

MILEAGE CHARGE	30 00
TOWING CHARGE	150 00
ROAD SERVICE CHARGE	
STORAGE CHARGE	
SUB TOTAL	180 00
TAX	9 90
TOTAL	189 90

AUTHORIZED SIGNATURE
X

I/D/E/A Inc., 1 Idea Way, Caldwell, ID 83605 • CALL TOLL FREE 1-800-635-9261 • Item No.1100410

survey.walmart.com
Thank
HXCHJDV8C

Walmart
285 Mgr:ANTHONY
APPLETON AVE
WI 53022
ST# 01565 OP# 05 TE# 90 TR# 09073
FEE 03700848 2.00 8.00 X
AT
HAZARD 38898913 .00 40.00 X
AT
03124592 15.00 60.00 X
300971 0.00 X
0.00 X
0.00 X
0.00 X
TOTAL 8.00
94
94

VALID
NO SIG

23 18:14
CHANGE DUE 0.00
ITEMS SOLD 16
1300 8973 0139 8

Walmart+
Become a member
for free 30-day trial

COMMERCIAL FORMS REORDER # H2000T 1-800-233-0771

C & W Auto
5505 Jorns Lane East
Sturgeon Bay, WI 54235
(920) 743-3385

04/27/2023 12:35

Sale

Trans #: 2 Batch #:

VISA Manual
**********8634 **/**

BASE AMT: $141.43

NON CASH ADJ $4.99
TOTAL AMT: $147.42

APPROVED
Resp: 317263
Code: 80100001
Ref #: M-Match
CVV Rsp: Z-Zip
AVS Rsp: Matches, Addr Doesn't

CUSTOMER COPY

Wittlin's Service
N92 W17387 ›leton Ave
Menomonee Falls, Wi. 53051
Phone: 262-251-4670 Fax: 262-437-0009

INVOICE
196934
Org. Est. # 360929

CAR CARE SINCE 1907

INVOICE

Print Date: 05/15/2023 **Work Completed: 05/15/2023**

JACOBS, ASHELY

Cellular: 919-770-5229
Cust ID : 31878

2014 Dodge - Avenger SXT - 3.6L, V6 (220CI) VIN(G)
Lic # : 431VXG - WI
Odometer In : 118,511
Unit # :
Odometer Out :
VIN # : 1C3CDZCG7 **EN145968**

Part Description / *Number*	Qty	Sale	Extd
Ball Joint Front Lower *410-258871*	1.00	54.96	54.96
Shop Supplies			7.87

Labor / Description	Extd
1 INSPECT FRONT END FOR DAMAGE SINCE CURB SHOT, ADVISE.	0.00
3 FOUR WHEEL ALIGNMENT	89.95
2 BALL JOINT - Remove & Replace - Lower, LEFT	172.50

YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.
1. I request an estimate in writing before you begin repairs_____
2. Please proceed with repairs, but call me before continuing if the price will exceed $_____
3. I do not want an estimate. _____

Payment will be made by □ Cash □ Check □ Credit □ Credit Card

[Payments -] PSpd 5.15.23

Labor:	**262.45**
Parts:	**62.83**
Sublet:	**0.00**
Sub:	**325.28**
Tax:	**16.26**
Total:	**341.54**
Bal Due:	**$341.54**

[Technicians : K, Mitchell]

Do you want the replaced parts you are entitled to? □ Yes □ No

Revision # 1, Previous Estimate Amount: 0.00, Additional Cost: 341.54, Revised Estimate: 341.54, Parts: $54.96 Labor: $262.45 Sublet: $0.00 Taxes & Fees: $24.13 Authorized by - JACOBS, ASHELY, Date - 5/12/2023, Time - 9:03 AM, Initiated By - Shop, Phone Number - Cellular: 919-770-5229

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

☐ This vehicle received without face to face contact.

_____
Shop Representative

Having authority to do so I hereby order the above products and services, parts, and labor and grant permission to you and/or your employees to operate the vehicle described for the purpose of testing and/or inspection. I agree to pay cash when the work is completed or to pay on the other terms satisfactory to you. Until paid in full, the amount owing on this work shall constitute a lien on the motor vehicle. If collection is made by suit or otherwise, I agree to pay storage and collection and reasonable attorney's fees.

Customer Sign: _____ Date: _____

Visit us on the web : www.wittlins.com

Our Email Address: ***WittlinsService@gmail.com***

Copyright (c) 2023 Mitchell Repair Information Company, LLC InvHrsWI GM101421

Walmart

Apr 25, 2023 order

Order# 2000108-52579722

Kumho LX Platinum KU27 All-Season Tire - 225/50R18 95W	Canceled	Qty 1	$93.91
Kumho LX Platinum KU27 All-Season Tire - 225/50R18 95W	Canceled	Qty 1	$93.91
Kumho LX Platinum KU27 All-Season Tire - 225/50R18 95W	Canceled	Qty 1	$93.91
Kumho LX Platinum KU27 All-Season Tire - 225/50R18 95W	Canceled	Qty 1	$93.91
Walmart New Tire Install	Canceled	Qty 4	$0.00

Subtotal	$375.64
Taxes	$20.66
Total	**$396.30**

Payment method **Ending in 3267**

Wittlin's Service
N92 W17387 leton Ave
Menomonee Falls, Wi. 53051
Phone: 262-251-4670 Fax: 262-437-0009

INVOICE
196934
Org. Est. # 360929

CAR CARE SINCE 1907

INVOICE

Print Date: 05/15/2023 **Work Completed: 05/15/2023**

JACOBS, ASHELY

2014 Dodge - Avenger SXT - 3.6L, V6 (220CI) VIN(G)
Lic # : 431VXG - WI
Odometer In : 118,511
Unit # :
Odometer Out :
VIN # : 1C3CDZCG7 **EN145968**

Cellular: 919-770-5229
Cust ID : 31878

Part Description / *Number*	Qty	Sale	Extd
Ball Joint Front Lower *410-258871*	1.00	54.96	54.96
Shop Supplies			7.87

Labor / Description	Extd
1 INSPECT FRONT END FOR DAMAGE SINCE CURB SHOT, ADVISE.	0.00
3 FOUR WHEEL ALIGNMENT	89.95
2 BALL JOINT - Remove & Replace - Lower, LEFT	172.50

YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.
1. I request an estimate in writing before you begin repairs_____
2. Please proceed with repairs, but call me before continuing if the price will exceed $_____
3. I do not want an estimate. _____
Payment will be made by ☐ Cash ☐ Check ☐ Credit ☐ Credit Card

[Payments -] Pspd 5.15.23

Labor:	**262.45**
Parts:	**62.83**
Sublet:	**0.00**
Sub:	**325.28**
Tax:	**16.26**
Total:	**341.54**
Bal Due:	**$341.54**

[Technicians : K, Mitchell]

Do you want the replaced parts you are entitled to? ☐ Yes ☐ No

Revision # 1. Previous Estimate Amount: 0.00, Additional Cost: 341.54, Revised Estimate: 341.54, Parts: $54.96 Labor: $262.45 Sublet: $0.00 Taxes & Fees: $24.13 Authorized by - JACOBS, ASHELY, Date - 5/12/2023, Time - 9:03 AM, Initiated By - Shop, Phone Number - Cellular: 919-770-5229

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☐ This vehicle received without face to face contact.

_____
Shop Representative

Having authority to do so I hereby order the above products and services, parts, and labor and grant permission to you and/or your employees to operate the vehicle described for the purpose of testing and/or inspection. I agree to pay cash when the work is completed or to pay on the other terms satisfactory to you. Until paid in full, the amount owing on this work shall constitute a lien on the motor vehicle. If collection is made by suit or otherwise, I agree to pay storage and collection and reasonable attorney's fees.

Customer Sign: _____ Date: _____

Visit us on the web : www.wittlins.com

Our Email Address: ***WittlinsService@gmail.com***

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Date: 04-26-2023

Keytag #: 81808

CPC #: 4005015159955012794

Walmart # 515, W190n9855 Appleton Ave, Germantown, WI 53022

Please note, your tires will be electronically registered for the name and address stated on this work order pursuant to law.

Kristin Jacobs	**Year:** 2014	**VIN:** 1C3CDZCG7EN145968	**Customer Arrival Time** 04-26-2023 04:26 PM
(919) 649-4875	**Make:** Dodge	**License:** ARE6780	**Service Completed Time** 04-26-2023 06:04 PM
N59w24450 Quail Run Ln	**Model:** Avenger	**Odometer:** 118,333	
Sussex, Wisconsin 53089	**Color:** Gray/Silver		

Service Description	Quantity	Price
Walmart.com	4	$0.00
Rotation + Lifetime Balance	4	$60.00 ($15.00 EACH)
Road Hazard Protection Warranty	4	$40.00 ($10.00 EACH)
Tire Hauler Fee	4	$8.00 ($2.00 EACH)

Service Total (Excluding Tax & Govt. Fees): $108.00

Merchandise Description	Quantity	Price
Walmart.com order	1	Prepaid
Walmart.com order	1	Prepaid
Walmart.com order	1	Prepaid
Walmart.com order	1	Prepaid

Merchandise Total (Excluding Tax): $0.00

Total (Excluding Tax & Govt. Fees): $108.00

Vehicle Checks & Services Performed

Scan existing DOTs	*NOT PERFORMED*	Install TPMS Service Pack	DECLINED-Drv front	Tire pressure check	CHECKED-Drv front, **32 PSI**
Replace tires	DECLINED-Drv front	Install TPMS Service Pack	DECLINED-Drv rear	Tire pressure check	CHECKED-Drv rear, **32 PSI**
Replace tires	DECLINED-Drv rear	Install TPMS Service Pack	DECLINED-Pass front	Tire pressure check	CHECKED-Pass front, **32 PSI**
Replace tires	DECLINED-Pass front	Install TPMS Service Pack	DECLINED-Pass rear	Tire pressure check	CHECKED-Pass rear, **32 PSI**
Replace tires	DECLINED-Pass rear	Balance tires	COMPLETE-Drv front	TPMS Relearn	COMPLETE-Drv front
Scan new DOTs	COMPLETE-Drv front, **H2KUYAT62422**	Balance tires	COMPLETE-Drv rear	TPMS Relearn	COMPLETE-Drv rear
Scan new DOTs	COMPLETE-Drv rear, **H2KUYAT62422**	Balance tires	COMPLETE-Pass front	TPMS Relearn	COMPLETE-Pass front
Scan new DOTs	COMPLETE-Pass front, **H2KUYAT62422**	Balance tires	COMPLETE-Pass rear	TPMS Relearn	COMPLETE-Pass rear
Scan new DOTs	COMPLETE-Pass rear, **H2KUYAT62422**	Lugnut torque	ENTER TORQUE-Drv front, **100**	Dispose of old tires	COMPLETE-Drv front
Mount Tires	COMPLETE-Drv front	Lugnut torque	ENTER TORQUE-Drv rear, **100**	Dispose of old tires	COMPLETE-Drv rear
Mount Tires	COMPLETE-Drv rear	Lugnut torque	ENTER TORQUE-Pass front, **100**	Dispose of old tires	COMPLETE-Pass front
Mount Tires	COMPLETE-Pass front	Lugnut torque	ENTER TORQUE-Pass rear, **100**	Dispose of old tires	COMPLETE-Pass rear
Mount Tires	COMPLETE-Pass rear	-			

Damages Noted Before Service	Type of Damage	Additional Comments
None	--	--

Technician Names	Customer Comments	Technician Comments
Service Writer/Greeter: Keith N. Tire tech: Darian S. Tire tech: Dearriss W. Tire tech: Darian S.	No locking lugnuts Customer opted in for road hazard.	Didn't do driver front because bent rim Put on spare

Continued on next page...

Date: 04-26-2023

Keytag #: 81808

CPC #: 4005015159955012794

Walmart #1515, W190n9855 Appleton Ave, Germantown, WI 53022

Please note, your tires will be electronically registered for the name and address stated on this work order pursuant to law.

Kristin Jacobs	**Year:** 2014	**VIN:** 1C3CDZCG7EN145968	**Customer Arrival Time** 04-26-2023 04:26 PM
(919) 649-4875	**Make:** Dodge	**License:** ARE6780	**Service Completed Time** 04-26-2023 06:04 PM
N59w24450 Quail Run Ln	**Model:** Avenger	**Odometer:** 118,333	
Sussex, Wisconsin 53089	**Color:** Gray/Silver		

Customer Service Agreement

I authorize the stated service to be completed with the necessary materials. I give permission to operate the vehicle.

I understand:

1. Walmart does not inspect tires to determine if they are safe or have been recalled. Tires are not examined for conditions that may affect safety (tread depth, cuts, punctures, cracking, bulges, or uneven tread wear).
2. Only the service(s) listed on the service order are performed.
3. During oil changes, Walmart only checks and adjusts tire air pressure.
4. Walmart does not check tire age or air pressure of the spare tire.
5. Customers should regularly confirm that their tires, including any spare, are properly inflated, have tread depth greater than 2/32" in all grooves, and have no cuts, punctures, cracking, bulges, or uneven tread wear.
6. Driving conditions will affect tire performance.

Customer Signature:

Date: 04-26-2023

Customer Notification and Disclaimer

Walmart may conduct complimentary courtesy checks based on your selection of service packages. Courtesy checks vary by service package and could include the following: checking of tire pressure, light bulb testing, fluid refills (washer, transmission, and power steering), battery check, interior vacuuming and checking of the wiper blades.

THIS PRICE FOR THE AUTHORIZED REPAIRS WILL NOT BE EXCEEDED IF THE MOTOR VEHICLE IS DELIVERED TO THE SHOP WITHIN 5 DAYS.
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.

HAVE YOUR LUG NUTS RETORQUED AFTER THE FIRST 50 MILES

VILLAGE OF GERMANTOWN

RESOLUTION NO. __-2023

A RESOLUTION DISALLOWING THE CLAIM
OF ASHLEY JACOBS FOR VEHICLE DAMAGE

WHEREAS, Ashley Jacobs filed a claim to the Village of Germantown for damage to her vehicle allegedly caused by street work on May 15, 2023; and

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

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

Introduced by: _____

Adopted:

Vote: Ayes:_____

Nays:_____

_____
Dean M. Wolter, Village President

ATTEST:

_____
Erin Hirn
Interim Village Clerk

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: July 17, 2023

PLACEMENT: Action Item

ITEM TITLE: Facility Usage Agreement - Hat Trick Enterprises Inc., Germantown Soccer Club

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. FACILITY USAGE AGREEMENT-SOCCER
2. Germantown Soccer Club Field Use agreement

RECOMMENDATION:

ACTION BY Committee:

FACILITY USAGE AGREEMENT

This Agreement entered into as of the date specified below by and between the **VILLAGE OF GERMANTOWN**, Washington County, Wisconsin (the "Village) and ***HAT TRICK ENTERPRISES INC., dba GERMANTOWN SOCCER CLUB****,* Germantown, Wisconsin (the "User").

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 hereby agrees to allow the User to utilize six (6) fields at Friedenfeld Park, one (1) field at Dheinsville Park, two (2) fields at Kinderberg Park, and one (1) field at Haupt Strasse Park (see appendix A) for league games and practices (the "Premises").

2. **RIGHT OF USAGE:** The Village's Parks and Recreation Department shall have charge of scheduling the various sport fields located at Friedenfeld Park, Dheinsville Park, Kinderberg Park, and Haupt Strasse Park and will have priority in usage of the fields for recreation programs. The User will be allowed non-exclusive use of soccer fields for games and practices during the spring (April – June) and fall (August – October) seasons. *The User will also be allowed to utilize Village Parks to sponsor a youth soccer camp or other soccer related activities subject to review and approval by the village.* 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 soccer fields may be utilized by the Village, in its sole discretion, for soccer practices as well as other recreational uses, including without limitation, use by other applicants, associations, or teams.

3. **REPAIRS:** User agrees that any repairs that need to be completed to the Premises resulting from User's use thereof shall be the sole responsibility of the User, provided that Village may, in its sole discretion, choose to complete any repair work on its own and invoice User for the cost thereof. Such invoice shall be paid within 60 days of its issuance.

4. **TERMS:** The term of this agreement is two (2) years and shall commence on *July 1, 2023 and terminate on June 30, 2025* unless terminated or renewed in accordance with this agreement.

5. **IMPROVEMENTS:** It is understood and agreed that the Premises will be used by the User for games and related lawful uses. The User 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 User shall become property of the Village, while any non-permanent improvements shall remain property of the User.

6. **FEES:** Germantown Soccer will assess a $20.00 fee for each participant playing in the league. *Germantown Soccer shall also pay to be determined fees based on actual use of Village soccer fields for club sponsored camp activities.* Fees will be deposited in a nonreverting 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 Germantown Soccer.

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, the User 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:** User may not assign this agreement or the usage of the Premises, or any part thereof, to any other organization.

9. **COMPLIANCE WITH LAW:** User shall maintain the playing facility and comply with the highest safety standards set forth by the User's governing body. Except as otherwise provided for within this Agreement and those changes undertaken at User's discretion subject to the terms herein, User shall not be required to make any alterations, additions or improvements to the premises.

10. LIABILITY: User, 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. User 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. **AMENDMENT AND DEFAULT:** This Agreement may be amended at any time upon the mutual written agreement of the parties. This Agreement may be terminated in the event of the default of any of the terms and conditions set forth herein provided that User has failed to correct such default following 30 days written notice by the Village to User.

Entered into this ___ day of **May, 2023**

VILLAGE OF GERMANTOWN ***HAT TRICK ENTERPRISES dba GERMANTOWN SOCCER CLUB***

_____ _____

Village President President

_____

Village Clerk

_____

Park & Recreation Director

Germantown Park and Recreation Department
N112 W17001 Mequon Road
P.O. Box 337
Germantown, Wisconsin 53022-0337

(262) 250-4710 Fax (262) 255-2920
Information Line (262) 250-4711

Date: May 17, 2023
To: Park and Recreation Commission
From: Gil Standridge, Park & Recreation Director
Re: Germantown Soccer Club Field Usage Agreement

For several years, affiliate agreements have been in place between the Village of Germantown and community youth athletic organizations. The Germantown Soccer Club (GSC) is a non- profit organization which serves over 400 youth annually. In August 2020, following review and recommendation by the Park & Recreation Commission, the Village Board approved a 2-year agreement with the GSC. This agreement will expire on June 30, 2023.

The field use agreement will be between the village and Hat Trick Enterprises Inc., a local non-profit corporation governed by a volunteer board of directors.

Due to rising costs for Total Lawn Care to maintain all the soccer fields used by the GSC, a per participant fee of $20 is incorporated to help address all the field maintenance necessary to improve field conditions. The fees paid are deposited in the Park and Recreation Facility Fund designated for use by the Village to help maintain the spaces used by the GSC.

Following review and recommendation by the Park and Recreation Commission, this agreement will be sent to the Village Board for approval.
Attachment: 2023-2025 Field Usage Agreement

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: July 17, 2023

PLACEMENT: Action Item

ITEM TITLE: Renewal of a "Class A" Fermented Malt Beverage, including cider and Intocixating Liquor License, for the period commencing July 1, 2023 and ending June 30, 2024 for Ajima Corporation, Rajan Shrestha, Agent, d/b/a **Holy Hill Road Shell**, N128 W21760 Holy Hill Rd, coolers, office, back storage.

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Holy Hill Road Shell

RECOMMENDATION:

ACTION BY Committee:

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. **Read instructions on page 3.)**

For the license period beginning: 07/01/2023 (mm dd yyyy) ending: 6/30/2024 (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☑ Village of ☐ City of } Germantown

County of Washington

Aldermanic Dist. No. _____ (if required by ordinance)

Check one: ☐ Individual ☐ Limited Liability Company ☐ Partnership ☑ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number	
456-1030815457-04	
FEIN Number	
TYPE OF LICENSE REQUESTED	**FEE**
☐ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☑ Class A liquor	$ 600
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 20
TOTAL FEE	$ 620.00

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Ajima Corporation	N128W21760 Holy Hill Rd, WI 53076

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Shrestha	Rajan		N74W13737 Appleton Ave Unit 107

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Shrestha	Rajan		N74W13737 Appleton Ave Unit 107
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name Holy Hill Road Shell Business Phone Number 262-628-1878
2. Address of Premises N128W21760 Holy Hill Rd Post Office & Zip Code WI, Richfield, 53076
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? . . . . . Yes ☑ ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Cooler & Store Floor, the office, Back Storage

5. Legal description (omit if street address is given on previous page): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ..... ☐ Yes ☑ No

   b. Are **charges** for **any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3**. ..... ☐ Yes ☑ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ..... ☐ Yes ☑ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ..... ☑ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ..... ☑ Yes ☐ No
   [phone (608) 266-2776]

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ..... ☑ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ..... ☐ Yes ☑ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? ..... ☐ Yes ☑ No
    (**Note:** Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Shrestha Rajan	President/owner	7/3/2023
Signature	**Phone Number**	**Email Address**
	920-266-5285	ajimacorporation@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
7/3/2023		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder**: If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: July 17, 2023

PLACEMENT: Presentation

ITEM TITLE: Engberg Anderson Conceptual Design Presentation to the Village Board on July 17, 2023

SUBMITTED BY: Trisha Smith, Library Director

SUMMARY EXPLANATION:

In August 2021, the Germantown Community Library Board formed a Strategic Planning & Facility Planning Committee with the goal of completing a Strategic Plan and reviewing the needs for a second floor expansion. Over the next few months, the committee meet to discuss needs current and future needs of the library and toured several library buildings.

The building redesign and second floor expansion will add an additional 15,000 square feet and expand space for:

- Library Collections
- Programming & Interactive Activities
- Staff Work Areas
- Storage
- Study & Meeting Rooms

It will also create a much needed divided separation between louder activities in the library due to children, teens and programming compared to patrons that require a quiet spaces for working, studying and reading.

In September 2022, the Germantown Community Library Board reviewed conceptual design proposals for a second floor edition from four architect firms and selected Engberg Andersen Architects. The Germantown Community Library Board also completed the 2023-2027 Strategic Plan in October of 2022.

This presentation is informational only in preparation for 2024 budget discussions. The library is looking to fund ½ of the estimated $45,000 through the Washington County Capital Fund and would require an equal match from Village of Germantown funding for the next budget year.

The Germantown Community Library Board is looking to complete conceptual design work for a second floor edition in 2024 in order to:

- Provide an estimated cost on construction design and construction

- Allow at least eighteen months for a multi-million-dollar fundraising campaign to secure private and corporate donors between conceptual design and building design
- Engage community members and potential donors in the process of redesigning and expanding the library
- Provide floor layouts and designs to include in fundraising
- Update library impact fees

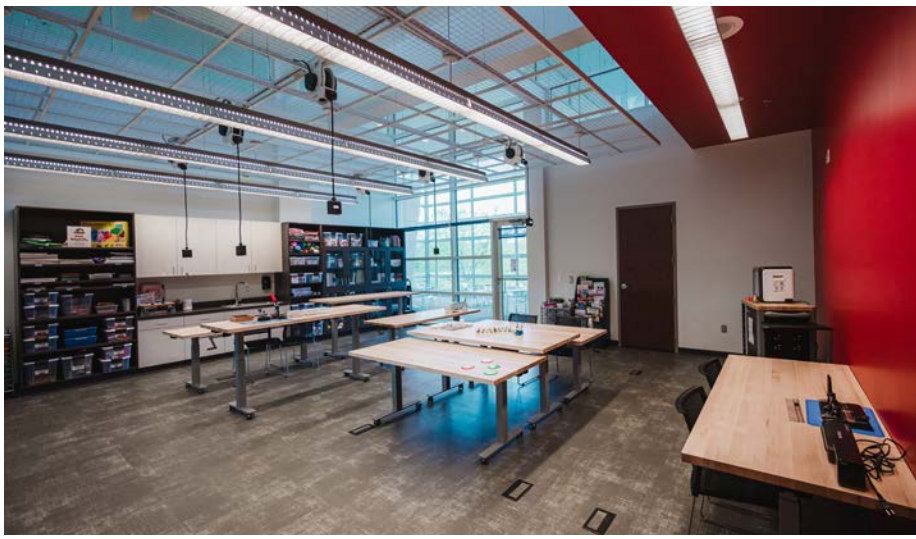
ATTACHMENT:

1. Engberg Anderson Conceptual Design Proposal

RECOMMENDATION:

None

ACTION BY Committee:



Germantown Public Library

ARCHITECTURAL SERVICES PROPOSAL LETTER

SUBMITTED BY:

ENGBERG ANDERSON ARCHITECTS

Bill Robison | (414) 944-9000 | billr@engberganderson.com

320 E Buffalo Street, Suite 500 | Milwaukee, WI 53202

APRIL 7, 2022

April 8, 2022

Germantown Community Library
N112W16957 Mequon Rd,
Germantown, WI 53022

Dear Director Smith and Assistant Director Lloyd,

Engberg Anderson is pleased to present our qualifications and proposal for a Conceptual Design Study of the Germantown Community Library. These types of planning projects, and subsequent building projects, have been the essence of our practice throughout our almost 35-year history. **With over 84 completed library projects, and over 200 library planning projects overall,** we have the objectivity and the range of experience to help you arrive at the best solution for your project. Achieving a long-term planning and design solution that best serves the users of the Germantown Community Library for the next 20 years will be the product of our close interaction with the library in a process that emphasizes:

- **Service-first approach:** Our analysis, program statements, and designs, though lively, attractive, and aesthetically varied, are all premised on careful consideration of emerging service patterns. Each element has a defined function that guides the placement and selection of open space, seating, collection, service points, and queuing. Any assessment of long-term performance begins with support for quality service.
- **User-focused environments**: Attractive individual and group spaces support various active and passive uses. Different user preferences help establish ownership and repeat visits for larger segments of the constituencies within the broader community. Our designs have won recognition from library, design, and community organizations throughout the Midwest.
- **Adaptability**: Future-friendly, accessible technology, mobile furnishings, and scalable planning allow the library to embrace ongoing changes in service delivery with minimal effort and expense. The library will continue to evolve, and we work to make you ready for change.
- **Transformative library experiences:** Our innovative Youth Services area at Barrington Area (IL) Library explores interactive learning and the role of "Play in the Library." Our new Teen Center and "Forge" (a maker space) at Menomonee Falls Public Library have significantly improved their youth and adult service offerings.
- **Inspiring spaces:** Libraries are the most used of all public buildings. We work to create environments that are expressive and supportive of a library's evolving mission and the community it serves. For example, PLA cited our Eastern Avenue Branch for Davenport (IA) as a Future Landmark Library for its role as a true community hub.
- **Long-term value:** We consistently incorporate the principles of institutional stewardship into our practice, all without compromising budget or function. Minor renovations to major expansions have manipulated space to increase staff effectiveness and support evolving service models.
- **Analytical planning:** We have a feasibility process that looks at the comparative performance of multiple concepts to ensure the long-term return on the community's investment. Although the central premise of your expansion is known, options and their effects on the rest of the library remain.

- **Successful funding strategies:** Be it public referenda, grants, major donations, or broad fundraising campaigns, we have a process that builds on national and local traditions, knowledge, and talents.
- **Collaboration:** Our incremental, iterative process allows developing and comparing well-thought-out master plan alternatives that embody the service concepts most relevant to Germantown. We test the individual merits and potential synergies of each conception and weigh the long-term service and aesthetic impact to ensure that you get the improvements you need and want.

Our consultants share many of these same values. For this project, we have chosen to partner with Harwood Engineering, a major member of the original design team for the GCL and knows both the structure and building systems well. Their specific knowledge will help us quickly understand the possibilities and limitations posed by differing design solutions. Additionally, their history with your building will allow our team to move to viable solutions swiftly. We have also brought Middleton Consulting onto the team to provide more accurate and complete cost estimating than any architect can on their own. Their knowledge of construction costs and scheduling implications, combined with a current and detailed understanding of the implications of supply issues in the current market, will give us complete comprehension of the costs of our design decisions. The result is a budget you can trust.

The approach described in this proposal is a starting point. Together, we can tailor this process to meet your specific needs. We commit to the collaborative sharing of experience and strategy to achieve your vision for your community and its library. We would welcome further discussion of your project, the process, and any other aspect of this proposal and look forward to the opportunity to work with you and your team.

Thank you for your consideration!

Bill

Bill Robison, AIA, NCARB, LEED AP
Partner

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Engberg Anderson Architects

Who We Are

Engberg Anderson, Inc was founded in 1987 and has been an active corporation for over 30 years. Our 50+ person firm of five partners, six principals, and professional staff bring together diverse architectural, interior design, and planning experience. From sensitive historic preservation projects to complex public and private community projects of a highly technical nature, we collaborate with clients to help them achieve their goals with inspired work that supports activities and institutions at the heart of a vibrant community.

A Full Range of Library Architecture, Planning, and Design Services

Capital Improvement Plans
Master Planning
Site Evaluation
Site Planning
Feasibility Assessments
Space Planning
Programming
Building Design
Interior Design
Sustainable Design
Zoning & Code Analysis
ADA Compliance
Historic Preservation
Fundraising Assistance
Construction Administration

Libraries that Adapt

As culture continues to change, so must the services a library provides. As demand for information continues to grow, a library must meet those demands. Future-friendly, accessible technology, mobile furnishings, and scalable planning allow the library to embrace ongoing changes in service delivery with minimal disruption and expense. Our team's planning approach considers spatial and technology adaptability the heart of successful library design. We are firm believers in the power of libraries to shape lives and appreciate the role of design in creating a transformative space.

Libraries that Inspire

Connecting people to staff, outside experts, and fellow citizens is the essence of the modern library. These links can be ideas, interaction, content creation, collaboration, education, recreation, or inspiration. Good facility design fosters all these activities. We believe buildings shape behavior. Open, engaging, and comfortable spaces with connections to the surrounding neighborhoods increase participation and user satisfaction. Environment and service are connected elements in defining a user's library experience.

A Smart Building + A Smart Community

A sustainable facility creates a smart community. Regardless of particular use, every building should be a wholly integrated project that optimally serves the client and the community. The art of building green lies not in the number of rooftop solar panels or LED light fixtures a building contains but rather in the ability to derive multiple benefits from one solution, including efficiency, patron comfort, and seamless integration. Green building is a successful blend of technology, environmental sensitivity, and financial resources with architectural planning and design.

PARTNERS
Bill Robison, AIA, LEED AP
Alexandra Ramsey, AIA
Joe Huberty, AIA, LEED AP
Mark Ernst , AIA, LEED AP
Eric Ponto

PRINCIPALS
Shaun Kelly, AIA, LEED AP
Sarah Ponto, NCIDQ
Timothy Wolosz, Assoc AIA
Jim Brown, AIA
Felipe Ornelas, Assoc AIA
Jeff Hanewall

STAFF
35 Architects, Designers & Interior Designers

LOCATIONS

Milwaukee
320 E Buffalo St, Ste 500
Milwaukee, WI 53202
(414) 944-9000

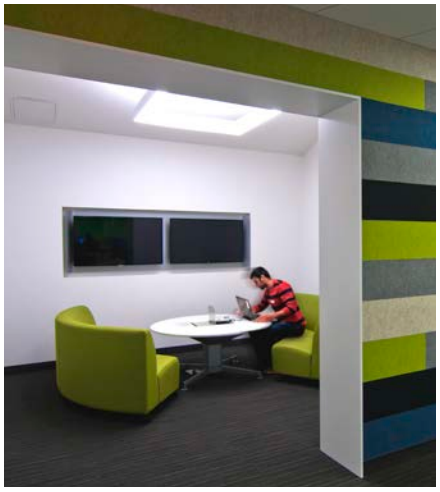
Chicago
8618 W Catalpa Ave, Ste 1116
Chicago, IL 60656
(847) 704-1300

Madison
305 W Washington Ave
Madison, WI 53703
(608) 250-0100

WEBSITE
www.engberganderson.com

8,543,922 sf

designed library space

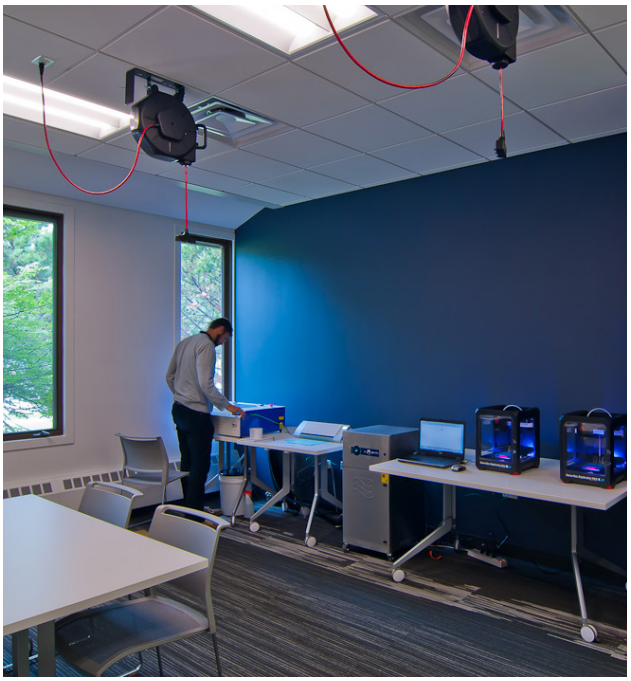


208

library projects

4,346,804 sf

renovated library space



Project Team

We have assembled a group of local professionals for your project based on directly related background and experience. We believe in consistent participation of project team members from the initial phases of a project through construction completion to ensure your project goals are met. The following individuals are the team members that will be with you throughout the span of your project.

Key Personnel | Team Roles

Bill Robison | Partner-in-Charge
As Partner-in-Charge, Bill will actively participate in and direct the design process. Along with project related administrative duties, he will attend all major meetings with the library staff and library board and lead potential community presentations. The ultimate responsibility for a successful project lies with him, and he will be an active leader throughout the entire project.

Eric Blowers | Project Manager
As Project Manager, Eric will be the primary contact person throughout all phases of the project. In this important role, he will lead all meetings and coordinate communications between the project team, consultants and stakeholder representatives. He will direct day-to-day administration services during the planning, design and construction phases of the project.

Sarah Ponto | Interior Designer
As Interior Designer, Sarah will be an integral member of the design team from preliminary design through installation of finishes and furnishings. Her responsibilities include space planning assistance, selection of interior finish materials, interior signage selection, custom millwork design and the selection and specification of furnishings and other equipment.

Team Organizational Chart

GERMANTOWN COMMUNITY LIBRARY

ARCHITECTURE | PROJECT MANAGEMENT

Engberg Anderson Architects

Bill Robison, AIA, NCARB, LEED AP
Partner-in-Charge

Eric Blowers
PM | Architectural Designer

Sarah Ponto, NCIDQ, ASID
Principal | Senior Interior Designer

SUBCONSULTANT TEAM

Harwood Engineering | MEP Services

Mary Piontkowski, PE, SE
VP I Structural Engineering PIC

Jose Franco, JR., PE
VP I Principal I MEP Manager

Thomas E. Petersen, PE, LEED AP
VP I Principal | Electrical PIC

Erik Kopp
SA I Senior Lighting Designer

Scott Gemske, DE
VP I Plumbing PM

Michael D. DeYoung, RCDD
Security | Telecommunications

Middleon Construction Consulting | Cost Estimating

Tom Middleton, CPE
President | Cost Estimator

Bill Robison

AIA | LEED AP | NCARB | PRESIDENT

Bill Robison joined Engberg Anderson in 1990 because he believed that the firm offered him the greatest opportunities for design creativity and professional growth. Having worked on various design and project management projects, he has had the great fortune to deliver award-winning designs for his clients. His experience includes corporate and retail clients, religious, hospice, and community buildings, focusing on public libraries. After 30 years with the firm, he's accepted the mantle of president. He was a clear choice because his attitude and approach have enabled the firm to sustain strong client relationships and retain and develop a talented team.

EDUCATION

University of Wisconsin-Milwaukee
Master of Architecture, 1990
Bachelor of Science - Architectural Studies, 1988

REGISTRATIONS

Registered Architect:
WI, OH, MI

National Council of Architectural Registration Boards (NCARB) Certified, 2009

LEED Accredited Professional (LEED AP)

ACTIVITIES | AFFILIATIONS

American Institute of Architects, Member

Wauwatosa Village BID
Board of Directors

RECOGNITION

American Institute of Architects
Henry Adams Medal for Excellence in Architecture, 1990

SELECT EXPERIENCE

Menomonee Falls Public Library, Menomonee Falls, WI
Creation of new Teen Center, relocation of local history and staff spaces, and improved tech lounge and maker lab, along with future upgrades to Children's department and Story Room, and finish and furniture upgrades to 53,000 sf library.

Waukesha Public Library, Waukesha, WI
10,000 sf renovation and 5,000 sf addition to the Children's Department, extensive first floor remodel including maker space, expanded meeting facilities and demonstration kitchen, renovation of Carnegie Local History Room, and renovation of exterior entrance, canopy and sun shades.

Beloit Public Library, Beloit, WI
Relocation of library to a former JC Penney store. The 63,000 sf space contains all public functions, along with space for expansion or an interim tenant within the first level, and staff spaces on the building's partial second level.

Frank L. Weyenberg Library of Mequon-Thiensville, Mequon, WI
18,000 sf addition and 12,000 sf renovation.

Gillett Public Library, Gillett, WI
Schematic design study with cost estimate to renovate the existing 5,000 sf library and plan for a 3,000 sf addition.

High Plains Library District, Centennial Park Branch Library, Greeley, CO
Renovation of 28,000 sf library.

Iowa City Public Library, Iowa City, IA
A renovation + expansion of 47,000 sf facility to 107,000 sf. The mixed-use facility integrates retail and office space fronting the city's downtown pedestrian mall.

Marathon County Public Library System, Wausau, WI
System-wide Master Plan and implementation for renovation of central library, including expanded teen space, technology areas and maker space, along with ADA and other needed improvements, and improvements at each branch.

Milwaukee Public Library, Tippecanoe Branch, Milwaukee, WI
Renovation of 14,000 sf branch library

West Bend Community Memorial Library, West Bend, WI
Renovation + expansion feasibility studies expanding current library from 30k sf to 74k sf.

Winfield Public Library, Winfield, IL
Study for replacement 28,000 sf library facility on existing site.

Appleton Public Library, Appleton, WI
Programming and schematic design to site analysis and selection for early studies of a stand-alone central library.

Eric Blowers

ARCHITECTURAL DESIGNER

Eric Blowers has started out his career strong with responsibilites for co-leading projects from Preliminary Design through Construction Administration. This includes design, overseeing the coordination of structural, mechanical, electrical, civil, and AV/L aspects of each project and leading routine client meetings throughout the design, construction document, and construction process.

EDUCATION

Judson University
Masters of Architecture 2015

Judson University
Bachelor of Arts - Architecture 2013

RELEVANT EXPERIENCE

Neenah Public Library, Neenah, WI
Interior space planning analysis and conceptual design

Menomonee Falls Public Library, Menomonee Falls, WI
Creation of new Teen Center, relocation of local history and staff spaces, and improved tech lounge and maker lab, along with future upgrades to Children's department and Story Room, and finish and furniture upgrades to 53,000 sf library.

Waukesha Public Library, Waukesha, WI
10,000 sf renovation and 5,000 sf addition to the Children's Department, extensive first floor remodel including maker space, expanded meeting facilities and demonstration kitchen, renovation of Carnegie Local History Room, and renovation of exterior entrance, canopy and sun shades.

McMillan Memorial Library, Wisconsin Rapids, WI
A 10,800 sf renovation of adult services within an existing library.

Talcott Free Library, Rockton, IL
Renovation and expansion of a 12,000 sf library to 14,000 sf.

Mukwonago Community Library, WI
Space needs assessment and renovation/expansion study for 36,750 sf library.

Marathon County Public Library, WI
System-wide master plan and design for renovation of the central library and eight branches.

Palatine Public Library, IL
Strategic facility plan to study transformation options for a 100,000 sf library and two branch facilities.

Ripon Public Library, WI
Facility condition report, space needs analysis and concept designs for potential renovation

Joliet Public Library, IL
Renovation of a Burnham Building library

UW-Milwaukee Golda Meir Archives & Special Collections
12,800 sf interior renovation composed of collections storage space, Reading Room, staff workspace and gallery

UW-Green Bay, Cofrin Library
Facility condition analysis, programming and concept design for a 163,000 sf, nine story mixed use building including the 89,200 sf library.

Sarah Ponto

NCIDQ | INTERIOR DESIGNER | PRINCIPAL

Sarah's award-winning interior design is about balancing cost efficiency and comfort to the living environment. As our senior interior designer, Sarah has had a hand in designing the interiors of the majority of our residential work. Working alongside the architects, our holistic process integrates interiors from the beginning. With a combination of creativity and practicality, Sarah fuses color, texture, lighting, finishes and furniture in inspiring ways, creating unique, aesthetically-pleasing interiors with an emphasis on simplicity, flexibility, sustainability and function.

EDUCATION
University of Wisconsin-Madison
Bachelor of Science -
Interior Design, 1991

REGISTRATIONS
National Council for Interior Design Qualification, 2002

American Society of Interior Designers (ASID)

AWARDS
Willow at Riverheath
The Daily Reporter
Top Project of 2020

St. James 1868
WCREW Project of the Year, 2020

The North End
Daily Reporter Top Projects Award
WCREW Impact Ingenuity Award

Gail Borden Public Library | Rakow
American Libraries' Design Showcase; Midwest Construction, Award of Merit Cultural

Waukesha Public Library | Children's Department
WI -American Society of Interior Designers (ASID) Educational/ Institutional Platinum Design Award; Midwest Construction Award of Merit; Interior Design/Tenant Improvement; American Libraries' Design Showcase

Milwaukee Public Library | Villard Square Branch
Daily Reporter Top Projects Award; MANDI (Milwaukee Awards for Neighborhood Development Innovation) Award; Milwaukee Business Journal Real Estate Awards

RELEVANT EXPERIENCE

Barrington Area Library, IL
Strategic renovations to modify aging collection-centered facility into a Destination Library with activity-focused spaces

Milwaukee Public Library System, Tippecanoe Branch, WI
14,000 sf interior remodel of existing library, entry way reconstruction and an addition of an exterior reading garden space.

Madison Public Library, Goodman South Branch, WI
Interior renovation of the teen and children's spaces at the existing library.

Reddick Public Library, IL
Transformative renovation of existing 20,500 sf library

Palos Heights Public Library, IL
Expansion and remodeling of 11,400 sf library to 25,000 sf.

Bay County Library System, MI
Auburn Branch Library, Bay City
Renovation/expansion of 12,000 sf branch library.
Sage Branch Library, Bay City
17,800 sf expansion, renovation and restoration of historic branch library

Cary Area Library, IL
Renovation to reposition collections, create clear pathways, and add a centralized Market Place and study rooms

Gail Borden Public Library District, Main Library, IL
Renovation of Circulation, New Books, Media and an Art Wall lighting display

Lemont Public Library, IL
Interior transformation project, 19,000 sf updating finishes, furnishings, lighting, power and technology

Waukesha Public Library, WI
Children's Services Addition + First Floor Renovation
10,000 sf remodel and 5,000 sf addition to the Children's Department + 33k sf renovation of the first floor.

Roanoke City Branch Libraries, VA
Williamson Road Branch Library
Programming, renovation and expansion of a 9,000 sf library to 11,000 sf.
Melrose Branch Library
Programming and design of a 13,000 sf branch library within an existing retail building.

Menomonee Falls Public Library, WI
Creation of new Teen Center, relocation of local history and staff spaces, and improved tech lounge and maker lab.

Sub Consultant Team

Harwood Engineering Consultants | MEP+FP

Who We Are

Harwood Engineering Consultants is a multi-disciplinary architectural engineering consulting firm specializing in building systems development. The firm is located in the Menomonee Valley in Milwaukee, Wisconsin sand has served the public and private sectors since 1973.

Project Team

Mary Piontkowski, PE, SE (IL)

Vice President | Engineering/Structural PIC

As a licensed professional engineer with over 17 years experience, Ms. Piontkowski has experience in designing healthcare, libraries, industrial, correctional, educational, religious, cultural, civic, and commercial facilities, along with high-end residential structures. She has extensive experience in preparing and coordinating contract documents, and has a strong working knowledge of applicable building codes and design standards for existing and proposed facilities.

José Franco, JR., PE

Vice President | Principal | MEP Manager

Jose has over 20 years of experience including renovations and new construction, ranging from simple to elaborate project scopes. José's projects have included the design of lighting power distribution, fire alarm and communication systems for government, commercial and religious facilities. José also oversees all the MEP and HVAC design coordination and management for Harwood.

Erik Kopp

Senior Associate | Senior Lighting Designer

Erik has designed lighting for a wide range of projects including libraries, high-end commercial and retail, schools and universities, healthcare facilities, municipal buildings, hotels, casinos, water parks, as well as houses of worship. With his architectural background, Erik understands the design intent of a project and how lighting can be integrated into the architecture.

Michael D. DeYoung, RCDD

Role on Project: RCDD Designer – Subconsultant to HEC

As part of the Current Electrical Services Team, Mike uses his depth of infrastructure and technology knowledge to help customers determine their specific needs and related design requirements. He has 30 years of experience in Telecommunications, Network Design & Services, Security Systems and Infrastructure Design.

Thomas E. Petersen, PE, LEED AP

Vice President | Principal | Electrical Principal In Charge

Tom's vast experience (over 36 years) includes hospital power emergency systems, marinas, industrial power systems, libraries, fire alarm and paging systems, waterparks, casinos, high rises, and all forms of building and campus electrical distribution.

Middleton Construction Consultants | Cost Estimating

Middleton Construction Consulting (MCC) is composed of highly skilled professionals who focus on Construction Cost Estimating and Owner Representation. Our objective is to help our clients complete their projects on time and on budget.

Our experienced staff of cost consultants possess all of the skills necessary to manage our clients' construction costs by providing timely and accurate cost estimates for any commercial construction project, large or small. MCC uses all of the latest software and technology to ensure accurate and timely delivery of our cost estimates. We use On-Screen Takeoff, BIM, and Revit models and our proprietary MC2 estimating software to deliver our cost estimates to our unique client bases.

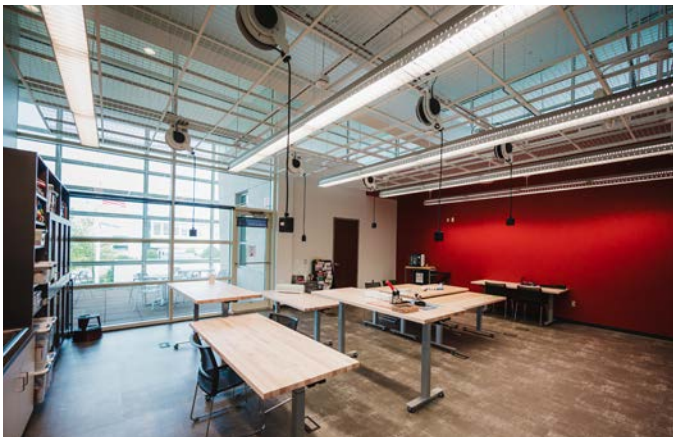
We work closely with the A/E team throughout the design process of all projects to ensure we have an intimate understanding of the project program and the client's needs. We work diligently early in the design process to identify any budget pitfalls and present design alternates and value engineering options to ensure that the project does not experience any delays in the design process. We understand the importance of budget and schedule to the project owner.

Project Team

Tom Middleton, CPE

President | Cost Estimator

Tom has 25 years of experience in estimating and general contracting in S.E. Wisconsin. He's completed multiple library facilities for state and municipal entities, and is a certified Professional constructor with the American Institute of Constructors.



Menomonee Falls Public Library | Teen Zone + The Forge

Menomonee Falls, WI

The Menomonee Falls Public Library, which opened 16 years ago, had adapted to accommodate the original building's design shortcomings. A lack of space designed explicitly for teens was a significant deficiency and hampered staff efforts to serve the community. By relocating staff space and the local history collection, the team created a vibrant new Teen Zone. Now patrons have rooms for study, collaboration, socialization, and, yes, gaming. Additionally, the space opens directly into an existing vending area, recognizing its most frequent users. Adjacent to this new teen area is the Forge, a flexible maker environment. The Forge has easily reconfigurable furnishings, ubiquitous power from pull-downs at the ceiling, and ample storage for all the staff's tools, tech, and materials. The community is welcome to use and explore, as the tag line reads: "Let's Make Things!". The space is already immensely popular with staff and patrons alike.

Status

Completed 2021

Size

10,800 sf

Estimated Cost

$12 million

Menomonee Falls Public Library | Children's Services Space

Menomonee Falls, Wisconsin

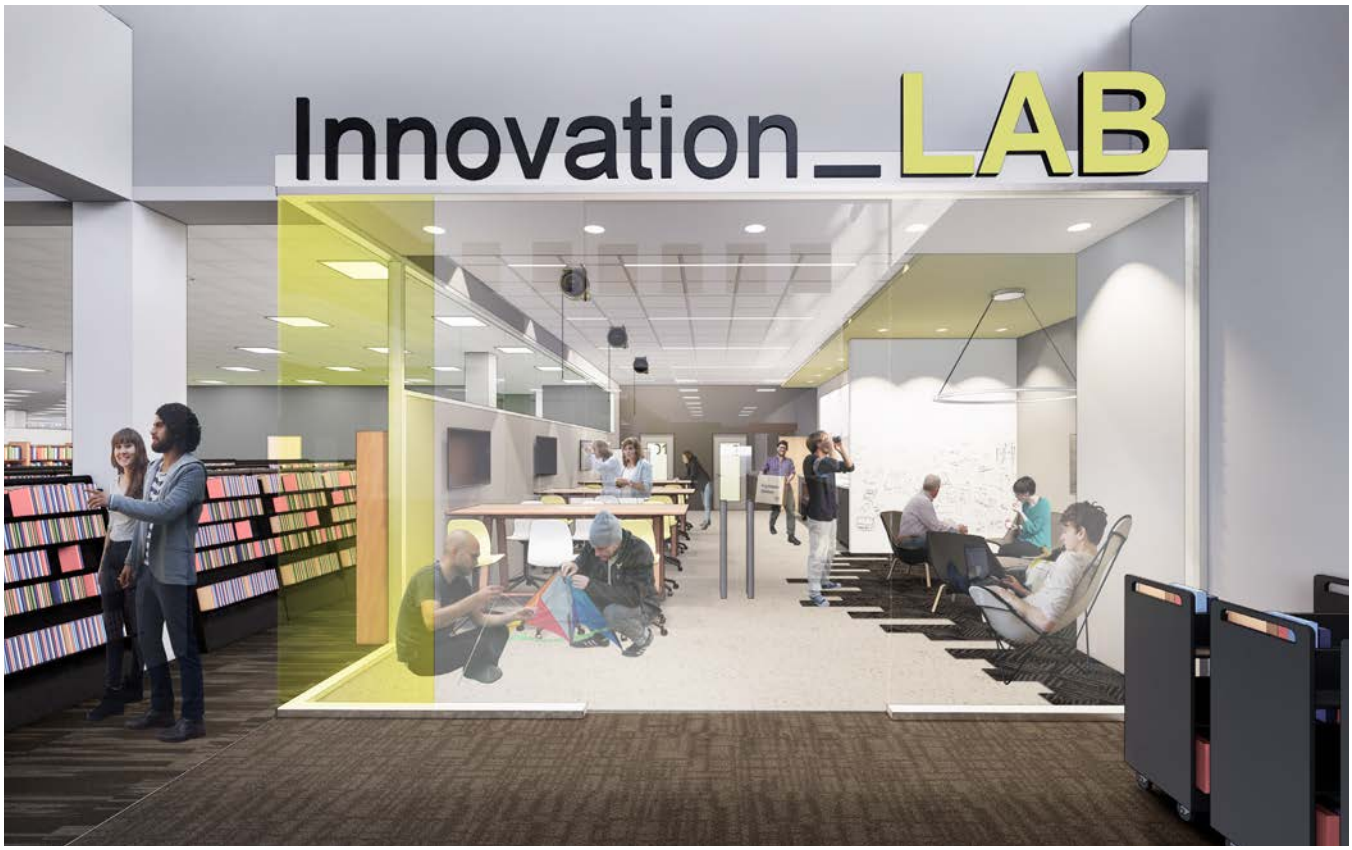
While designing the renovations to the MFPL second level Teen and Maker spaces, EA was also asked to take a fresh look at the original Children's Services space on the first level. A program room too small for most uses, a public service desk all but invisible to arriving users, and a much loved "tree" in the toddler area in need of some TLC were the highlights to be addressed. The new design features a program room with removable glass wall to permit expanded programming, a special seating area for caregivers and family members, a planned enclosure to better isolate the space acoustically from the adjacent circ desk, and yes, a redesign of the tree with a new canopy of felted greenery and special lighting will give this space a new appearance, more inviting and exiting for kids and their caregivers alike, and provide a flexible layout to better accommodate programming changes and inventions in the future.

Status

In Funding

Size

14,700 sf



Waukesha Public Library | First Floor Redesign

Waukesha, Wisconsin

Engberg Anderson developed a space plan for the most efficient utilization and modernization of the Library's current first floor. Planning and detailed cost estimates for the complete renovation take into account final design and updating both the interior and exterior structure, building systems, and interior. The new design updates WPL's facility into a more technologically functional and flexible environment.

Status

Study Completed 2020

Construction Completed 2022

Size

33,242 sf

Construction Cost

$3.7 million

Barrington Area Library

Barrington, Illinois

After a complete renovation, the Barrington Area Library is ready to meet the needs of the community head on. A new grand stair creates a beacon for the library which redefines the connection to the community. New collaborative spaces — like ***Smart Rooms, Media Labs, Maker Spaces, the Business Center, Internet Cafe and Reading Commons*** — expand library service to the 21st century and beyond.

A new Youth Services Department engages younger readers with interactive, museum-quality learning experiences, promoting active play, and offers a kid-friendly media lab.

Status

Completed 2014

Size

60,000 sf

Construction Cost

$8.5 million

Roanoke City Libraries | Williamson Road Branch

Roanoke, Virginia

EA is teamed with Enteros Design for the programming, design and construction of two branch libraries for the Roanoke City Libraries. The Williamson Road Branch Library was a 6,000 sf expansion of a 6,000 sf existing library, completely transforming the interior and replacing all building systems. The partnership between the Roanoke City Libraries and Goodwill is designed to provide coordinated services for the surrounding neighborhood. Williamson provides an active learning opportunitiy for learners of all ages; from pre-literacy interactives for toddlers to teen gaming areas, innovation labs to business centers. Engberg Anderson provided programming, library focused space planning and furnishings selection.

Status

Completed 2019

Size

6,000 sf

Construction Cost

$3,356,000

Roanoke City Libraries | Melrose Branch

Roanoke, Virginia

EA and Enteros Design teamed for the programming, design and construction of two branch libraries for Roanoke City Libraries. The Melrose Branch Library is the conversion of 12,000 sf of warehouse within a Goodwill Jobs Center into a branch library. The partnership between the Roanoke City Libraries and Goodwill provides coordinated services for the surrounding neighborhood. Both libraries provide active learning opportunities for learners of all ages; from pre-literacy interactives for toddlers to teen gaming areas, innovation labs to business centers. Engberg Anderson provided programming for both libraries, provided library-focused space planning and furnishings selection.

Status

Completed 2018

Size

12,000 sf

Construction Cost

$238,000

Lemont Public Library

Lemont, Illinois

The renovation and expansion of Lemont Public Library provides new and expanded services to the community. A new Learning Center features state of the art media, presentation, and learning technology, a demonstration kitchen, and flexible furnishings. New creative studios and increased study rooms serve both youth and adult users. Updated staff and administration spaces increase efficiency and allow for expanded library programs and services. Adult spaces have a new quiet, study area and technology zone, along with plenty of face-out collections. The renovated Youth Services Department promotes younger readers with interactive learning experiences, easily browsable collections, and state of the art storytime/craft room.

Status

Completed 2016

Size

24,100 sf

Construction Cost

$2.5 million

Crystal Lake Public Library

Crystal Lake, Illinois

Engberg Anderson has been working with Crystal Lake Public Library since 1994 beginning with a master plan for their future. The plan was revised in 2002 to expand the library to 72,000 sf. EA updated the plan in 2004, and we assisted the library with a site development and expansion study in 2011 and 2012.

We recently completed a strategic facility plan for their building, considering capital repairs, renovation, replacement, and expansion strategies. The path chosen from the facility plan was to renovate the current facility. A new drive-up service window is now available to the community, allowing for faster book drop-off. Additionally, patrons are now able to enjoy a renovated lobby, program area, circulation desk, and reading spaces.

Status

1994 Mater Plan

2002 Master Plan Update

2004 Master Plan Update

2011 Site Development

2012 Expansion Study

2021 Renovation

Size

40,000 sf

Rockford Public Library

Rockford, Illinois

As the primary resource for a variety of literacies within the city and surrounding communities, the Library is focused on creating environments that allow it to serve populations of diverse economic, social, racial, ethnic and cultural backgrounds. The Library is planned to acknowledge and embrace the needs of the local aerospace and healthcare industries as well as the local homeless community in a way that anchors downtown revitalization efforts, encourages stronger connections to area businesses and the riverfront, and draws families to a safe, welcoming, and invigorating library experience. All users will find spaces that meet their needs. The result is a lot of different seating environments – this is a place for people!

Partnering opportunities are driving the form of the facility. These partners include local colleges, museums, social services, arts groups, park district, and literacy council. Multi-purpose spaces, exhibit areas, and active learning environments for all ages and interests sit front and center along major arterials and the Riverwalk. Entries related to both the city and the river not only recall the heritage of the 1902 building, they speak to the connective nature of the library at an important crossroad in the city, a link between the east and west sides of the city, a place where identities can merge into a cohesive community spirit.

Status

In Progress

Size

68,000 sf

Milwaukee Public Library | Tippecanoe Branch

Milwaukee, Wisconsin

The Tippecanoe Branch underwent a complete interior remodel and various exterior updates to make the library more accessible to the community. The interior now offers better use of space by creating a multi-functional community room, independent study room, and a unique area for Teens to meet and socialize. In addition, the redesign allows staff to manage and monitor the library better. The reworking of its public entry includes a new canopy structure and reconfigured parking for better access to the building. Tippecanoe complements the rest of Milwaukee's Garden District by incorporating new landscaping accents and stormwater control elements.

Status
Completed 2015

Size
12,400 sf

Construction Cost
$3.4 million

Recognition
Mayor's Design Award, 2016; Daily Reporter Top Project of 2015

Project Approach

Strategic Library Planning Services

Engberg Anderson offers a wide range of library planning services designed to allow our clients to use their facilities to their fullest potential in support of service to their mission. The process, structured as a series of focused evaluations, allows libraries to select the appropriate answer to critical questions and combine them into a holistic Facilities Master Plan. Those key questions to answer are: What do we need? What do we have? and How do we best bridge the gap?

WHAT DO WE NEED?

A Needs Assessment provides an accurate estimate of the number of square feet required to meet the service needs of the population. It takes an understanding of the library's role in the community and the service population, including age, educational experience, and learning needs. Additionally, we need to review the continuing changes in library service and how those are currently or anticipated to be relevant in the community. We expect that much of this demographic and user data will be available from your current work with WiLS.

TASK 1 | BUILDING NEEDS ASSESSMENT

- Review the documentation developed with WiLS, including any GCC Mission Statement and Strategic/Long Term Plan.
- Interview key staff and board members to more fully understand the state of service in the area and expectations related to service goals established in the Strategic Plan and the broader vision of the library's position within the fabric of the community.
- Conduct meetings with staff and Board members to discuss the applicability of emerging trends in library services in the community. Identify those that resonate with your understanding of your users. On our walkthrough, you identified several known space needs that will likely come into play. For example, the community desires a dedicated and feature-rich teen space and an expanded space for children that includes space for active learning. The library also needs expanded seating and more room for storytime and related activities. We also spoke of the need for more and better sound-isolating study spaces, a flexible maker/tech space, better separation for computer users, both teen and adult, and some potential improvements to staff spaces, both on the floor and off.
- Review collection, shelving, and furniture data to understand capacity, ability to reuse or recondition, and components that may be lacking and needed
- Develop a building program that combines these elements, identifies space requirements, collection accommodations and seating, and relationships between and within existing and new spaces.
- Develop and agree on a refined set of project goals which used to measure the success of various options and the final design concept

At the completion of this step, the library will clearly understand the space needed to provide necessary and identified services to the anticipated population, thereby meeting its mission.

WHAT DO WE HAVE?

Building assessments have two components. The first is an evaluation of existing space, identifying effective and underachieving areas, and recommendations for possible re-purposing. The second is a review of the facility's physical condition, including interior and exterior construction. Once the two are combined, we have the best picture of the existing facility's opportunities and challenges.

TASK 2| BUILDING EFFECTIVENESS ASSESSMENT

In this step, we will quantify, observe and diagram the existing layout, condition, character, and effectiveness of the library building including:

- User Experience, Navigation, and Self-help
- Accessibility and Potential Barriers to patron and staff experience
- Service Points, Supervision, and Security
- Staff Efficiency & Workflow
- Technology, including computer access, AV and presentation, and support for user-supplied devices
- Acoustics & Lighting
- Structural Flexibility
- Under and Over Utilization of Space
- Suitability for Current and Anticipated Uses
- Building systems – performance, capacity for expansion, expected useful life and maintenance

Along with developing updated base drawings and a final inventory of shelving and furniture, this work will give us a clear understanding of the issues to be addressed and the opportunities and obstacles to doing so.

HOW DO WE BEST BRIDGE THE GAP?

The exploration of strategic facilities options is defined by the result of the Needs Assessment and any supplied knowledge of building condition or planned upgrades. This step typically includes one or more on-site workshops with various stakeholders to sort through various approaches to the need. We will study multiple options. The goal is to make the most of the space and resources available and to balance goals that may seem at times to compete.

TASK 3 | CONCEPTUAL OPTIONS

Identifying and defining the most suitable options progresses through three phases: explore, test, and detail. Each phase will focus on the specific issues at hand and incorporate critical feedback from the core planning team. A collaborative workshop will take maximum advantage of the creativity and knowledge of the assembled stakeholders. It will also ensure a clear understanding of the various design options and the potential benefits of each.

EXPLORE

A workshop fosters a collaborative space where participants are comfortable expressing their thoughts, aspirations, and concerns without restraint. The intent is to find and test as many options as possible, tossing out those less feasible and

beginning to focus design direction on the most viable. Toward the end of the process, participants will be asked to rate the options and identify the preferred group of options deemed most feasible and suitable for further investigation. At the end of the workshop, we typically reconvene with the core planning team to discuss what was heard throughout the day and confirm the direction and options to refine.

TEST

The team will determine the most viable options, further developing them for a more detailed review. Then, we will prepare conceptual building plans for these preferred options. Each concept may have worthy components identified and analyzed for their potential.

Similar to the Building Effectiveness Assessment above, concept designs will be compared to the previously identified goals and objectives.
Key issues to be discussed include:

- Connectivity and circulation
- Functional requirements of program elements
- Patron self-help, navigation, and clarity
- Flexibility and adaptability
- Staff efficiency, workflow, and service points
- Design innovation
- Sustainability

DETAIL

The selected design concept will likely be a conglomeration of the best options previously explored. Afterward, additional detail will be added to the plans, and furnishings will be tested to confirm the program fit.

Deliverables for this phase include:

- Preliminary floor plan and interior concepts, including furnishings and lighting
- Preliminary section(s) through the expanded interior to explain the spaces created and the vertical access to reach them
- Preliminary renderings to convey the design intent of interior spaces and any potential impact on the building exterior (if any)
- Structural line drawings to convey the floor infill and other structural concepts for estimating purposes, with a corresponding narrative
- Building system narratives to convey updates needed to existing systems or new components required to accommodate the expanded demand
- A project narrative, including thoughts on the sequence of implementation in the case of a multi-phased project if needed, finishes, and other details which will be essential to estimating the costs
- A look at the cost/benefit of temporary relocation of limited library services (which may speed construction) versus the operations, safety, and costs associated with a phased approach that keeps at least portions of the building open through construction
- An estimate of probable construction cost, taking into account all design

components, any alternates to be considered, phasing and schedule, and cost escalation based on projected construction start
- All collected data, design options, and process information to be included in an addendum

TASK 4 | DESIGN REPORT

The design team will submit a report to the board for review and approval. The concept will be adjusted as needed to meet all service, quality, and functional goals and, once approved, will set the requirements for the completed project. Finally, we will present to the Library Director and Board, provide the report in print and digital format, and create a PowerPoint for use in other presentations to elected officials or for fundraising purposes.

SCHEDULE

We propose a series of three workshops to accomplish the tasks described above. Each workshop includes separate meetings with the core planning team, other identified library staff, and the board at key points as needed. The final trip will consist of the report's delivery and presentation, as noted above. While typically 2-3 weeks apart, the schedule for these workshops will be set in consultation with the Library Director and key participants, working within staff schedules and Board meetings. The typical process will run from 12 to 15 weeks, including the final presentation.

A NOTE ON AN ADDITIONAL OPTIONAL PLANNING COMPONENT

In one of our conversations, you inquired about our partnership with David Vinjamuri and its application to the process proposed here. While many of the steps David takes to identify potential planning issues and the intuitive delivery of resources and services will be a part of our overall planning process outlined above, his inventory of existing spaces and analysis compared to benchmark facilities and retail examples can be added to our services. It would occur around the time of our first workshop. His typical process includes one full day on-site, followed by a video conference discussion and presentation of his results. An estimated fee for his services will be noted as an additional service later in this proposal, should you have interest in adding it. Our proposal should be considered thorough and complete whether or not you choose to add this service.

COMMUNICATION WITH KEY STAKEHOLDERS

There are typically two levels of stakeholders who provide input, creativity, and feedback while completing a Conceptual Design Study. First, there are library staff members, facilities team, and appropriate village staff, with whom we will conduct data collection and workshops.

Then there is the Core Planning Team, which, in this case, may comprise the Library Director, key members of the board, and perhaps a Village representative from Engineering or Facilities. Next, information is gathered, ideas are presented, and designs are tested and refined with members of both groups, but the Core Planning Team is the arbiter of final design and planning decisions which will form the final report.

In most library projects, staff input on initial project goals and design concept evaluation can sometimes be challenging, especially for those with the longest tenures at the current facility. We sometimes refer to that challenge as “getting past the imagination wall” that comes from having used a facility for a length of time, lack of exposure to other types of facilities, or new ways of providing service. In the case of staff, the “we’ve always done it this way” mentality can occasionally make it hard to step back and consider how the existing building design created inefficiencies in service. The building got in the way. Again, considering staff comfort levels, we can address this through tours of recently completed facilities (or with COVID safety in mind), with a review of drawings and images of the same. You may already have taken some of these steps in your planning process with WiLS.

Our combination of stakeholder workshops, each with a written agenda sent in advance, clear preparation for participants when needed, and written documentation throughout the process, allow us to keep projects on track. In addition, the process gives all participants the opportunity for input and feedback, especially for staff (Library and Village) and Board members, and a sense of ownership in the process. This feeling of ownership goes a long way to help move the project forward through Village funding or public fundraising support.

ONE LAST NOTE: PUBLIC INVOLVEMENT

While not requested as part of this RFP, it is possible, and often beneficial, to include some form of opportunity for public involvement in both the initial planning around services and design features, as well as a presentation of design concepts, either as they develop, or at the conclusion of this effort. Other less direct methods of public input, including surveys or written or online public updates, may be employed to solicit feedback and garner public support for the eventual project. While these components are not included in our initial fee, they can be discussed and added if desired by the Library and Village. If desired, we can scale them to the project resources and time available without increasing cost significantly.

Fee Proposal

Architectural Services for Conceptual Design Study Services for Germantown Community Library will be completed for a Not to Exceed fee of $44,300.00. The fee is broken down below by discipline for clarity. Should the efforts required of this project be completed in less time than anticipated, any savings will accrue to the Library and Village.

Engberg Anderson (Programming, planning, design, renderings, final report)	$25,500.00
Harwood Engineering (Structural, Mechanical, Plumbing, Electrical, IT)	$15,000.00
Middleton Construction Consulting (Estimating)	$ 3,800.00

Fee includes all services described in this response to RFP, included listed meetings and presentations, drawings and renderings, FFE inventory and planning, and Final Report.

Not included in our fees:

- Any Public workshops or presentations (Including the public in our presentation of the final report is assumed to be included if desired by GCC)
- Additional renderings or models beyond those listed in the RFP or described in this response
- Engineering or landscape services involving the building exterior or changes to the site which are not currently anticipated
- The including of a building analysis and study by partner David Vinjamuri is noted below as a reimbursable expense

Reimbursable Expenses

Our reimbursable expenses, billed at our cost, will include project related postage, architectural prints, photocopies, and final report production. We anticipate these costs to be no more than $630.00, assuming no more than 5 physical copies of the final report. These expenses are allocated as follows:

- 10 trips to Germantown ($28.00 each, includes architect and engineer visits)
- 5 Final Planning Reports with PDF copy ($50 each)
- Miscellaneous printing and postage

Optional visit, follow up meeting(s), analysis and report by David Vinjamuri, Not to Exceed $7000.00

Time & Materials Rate Schedule

The following are standard EA hourly rates that will apply to any requested and approved additional services.

Category	Hourly rate	Category	Hourly rate
Partner	$180	Project Designer	$110
Principal	$150	Interior Designer	$105
Senior Interior Designer	$130	Designer	$100
Senior Project Team Leader	$130	Project Production	$85
Project Team Leader	$120	Administrative/Graphics	$80
Project Architect	$115		

Engberg Anderson ARCHITECTS

MILWAUKEE
320 E Buffalo Street, Suite 500
Milwaukee, WI 53202

MADISON
305 W. Washington Avenue
Madison, WI 53702

CHICAGO
8618 W Catalpa Ave, Suite 1116
Chicago, IL 60656

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: July 17, 2023

PLACEMENT: Action Item

ITEM TITLE: Kinderberg Feasibility Study, Playground

SUBMITTED BY: Gil Standridge, Park & Rec Director

SUMMARY EXPLANATION:

ATTACHMENT:

1. Letter to Village Board- Playground Equipment

RECOMMENDATION:

ACTION BY Committee:

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:	July 17, 2023
To:	Village Board
From:	Gil Standridge, Park and Recreation Director
RE:	Approval to go with Lee Recreation for Kinderberg Playground equipment And ForeverLawn for Synthetic Turf for ground cover.

I am requesting from the Village Board to award Lee Recreation the contract to put in Burke Playground equipment at Kinderberg Park, replacing the twenty (20) year old equipment out of Building Improvements, 40-552-570-8210.

I sent out RFP to eight different playground equipment companies to provide quotes for an inclusive playground, what I hope will be a show case playground. Four companies who responded to the RFP with bids were Kompan, Minnesota/Wisconsin Playground Company, Midwest Playscapes, and Lee Recreation. Each of the companies had an opportunity to present their proposals to the Parks and Recreation Commission. Based on cost, research of the companies, past record of performance, and other factors; the Commission recommended to move forward with Lee Recreation. Lee Recreation will provide, assemble, and install the new playground equipment.

As a part of this review process, I worked with Lee Recreation on suppliers of synthetic turf for the park. Based on research of the industry and experience I would also request that the Village Board approves contracting ForeverLawn, Jeff Plazak, to install a synthetic turf, a product called Playground Grass Ultra to replace the wood chips used in the past. This is an essential part of creating an inclusive park and will assist in long-term maintenance of the splashpad and the surrounding grass.

I also would request that the Village Board approves Total Lawn Care to do the preparatory work, which includes putting in a 4” x 6” concrete curb around the perimeter with two sidewalk entrance walks into the playground area. The Concrete curb will hold the turf in better than sidewalk and it is several thousand dollars less in cost than a concrete walkway around the turf. The curb will also hold up much better to maintenance.

If this project is approved then a company called “Kids Around the World” will come on site and remove all the existing equipment above ground for no cost, understanding that we will donate the equipment, which Kids Around the World will place in a poverty stricken area either somewhere in the United States or possibly overseas. Any materials left underground will be removed by Total Lawn Care.

Most Germantown residents view Kinderberg Park as the “Show case” park in the village. The Park and Recreation commission worked with staff over several meetings to ensure the equipment presented would meet the public’s needs for this park, that accommodations were made to make this an inclusive

playground and looked at and recommended cost saving measures to use Village dollars wisely. The equipment being presented is considered show case equipment residents can use and be proud of for the next 20 plus years.

The Cost for the complete project including playground equipment, installation, preparatory work including curb, and synthetic turf is $409,729.

Thank you,

Gil Standridge
Parks and Recreation Director
Village of Germantown

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: July 17, 2023

PLACEMENT: Action Item

ITEM TITLE: Special Request for Brochure Funding

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Rec Brochure

RECOMMENDATION:

ACTION BY Committee:

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

June 26, 2023

To: Park & Recreation Commission

From: Patti Heinen, Recreation Supervisor

Re: Recreation Brochure

The Recreation Brochure is in the parking lot items for the 2023 Budget. At the June 19th GGF meeting it was decided to postpone any discussion on parking lot items until the 2022 audit is complete which will occur in August.

If our Fall/Winter brochure is to be printed and mailed it would need to go to the printer by July 25th.

Some points to consider include:

- Brochure is mailed out to over 15,000 households in summer, and 8,000 in Fall/Winter, Winter/Spring
- Brochure costs around $24,000 for 3 publications to help us generate close to 1 million dollars.
- Only 2 surrounding communities who produce 2 brochures have it online and they also print 1000 to have on hand

Summary of what other communities are doing:		**Population**
West Bend	prints and mails 3/year	32,000
Slinger	prints 2/year, no mail	5,550
Cedarburg	online 2/year, prints 400 to have on hand	11,475
Men Falls	prints and mails 3/year	35,924
Jackson	online 2/year, prints 1,000 to have on hand/for businesses	7,149
Hartford	prints and mails 3/year	14,251
Germantown	prints and mails 3/year	19,788

- We generate close to $3,000 in advertising, and even more for our various events that are sponsored.
- Most want to sponsor something that is printed and mailed out.
- Potential new sponsors are being turned off because it is not being printed/mailed.
- Our brochure is an education piece for the community and binds people to the community.
- If citizens don't have a book in hand, our fear is they will forgot about signing up.

- The busy mom in the community relies on the printed brochure, they refer to it over and over again to pick classes (brand credibility).
- Older citizens who do not rely on the internet like to have the printed brochure on hand.
- Older citizens who do not rely on the internet like to have the printed brochure on hand

Pros of print media

- Appeal to visual learners.
- Best for local targeting.
- Still gives a higher Return on investment than digital ads.
- Enable more visibility to small businesses.
- Produce a loyal customer base.
- Reaches multiple generations.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: July 17, 2023

PLACEMENT: Action Item

ITEM TITLE: Resolution to Support Washington County Sharing 20% of the Sales Tax

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Resolution-to-Support-Washington-County-Sharing-20%-of-the-Sales-Tax - VOG
2. Wolter to schleif
3. Wolter to schulteis
4. Wolter to Hartwig
5. Wolter to Merry

RECOMMENDATION:

ACTION BY Committee:

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. XX-2023

RESOLUTION IN SPPORT OF WASHINGTON COUNTY SHARING 20% OF THE SALES TAX REVENUES ANNUALLY AND EQUIPTABLY WITH MUNICIPALITIES

Whereas, only Wisconsin counties—not individual municipalities—have the authority to collect local sales tax, and in accordance to *Wis. Stats. 77.76(3),* counties are authorized to share all or a portion of sales tax revenues with municipalities within their boundaries; and

Whereas, in 2010, Washington County started collecting .5% sales tax revenues at $8.6 million, and currently retains 100% of these revenues; and

Whereas, the growth in sales tax revenues has been sustainable and significant, with Washington County projecting more than $17.2 million in 2023, a 6% increase over 2022, and this growth is on trend with the $13.3 million received in 2020, $15 million in 2021, and $16.2 million in 2022; and

Whereas, the need for local road improvement projects is greater than ever, and yet the cost of such projects is higher than ever; and

Whereas, in 2017 and 2019, former Mayor Kraig Sadownikow convened a group of town, city and village leaders to formally request that Washington County share sales tax revenues to help fund local road improvement projects; and

Whereas, in 2023, the Mid-Moraine Municipal Association led a countywide charge for towns, cities, and villages to include an advisory referendum question on the Spring Election ballot requesting that Washington County share sales tax revenues to help fund local road improvement projects; and

Whereas, during the Spring Election on April 4, 2023, electors in 15 Washington County municipalities (representing 85.9% of all electors), including the Village of Germantown, voted on the following Advisory Referendum: *"Washington County currently imposes a 0.5% sales tax throughout the county and none of these dollars are shared with the local municipalities. Municipalities are putting forth a proposal to the County for sharing sales tax revenues. Would you support an agreement where the County would annually share 20% of the revenues with the cities, villages, and towns to apply to local road maintenance and construction?";* and

Whereas, on April 4, 2023, Washington County electors made their voices heard loud and clear at the Spring Election with an overwhelming 76.76% (32,219) of voters across 15 municipalities, and 74.69% (5,995) of voters in the Village of Germantown, voting in favor of the Advisory Referendum; and

Whereas, if Washington County shares 20% of the sales tax revenues, $3,243,442 would be shared annually and equitably with the cities, villages, and towns for local road maintenance and construction, and, based on 2022 population data and equalized values, $521,019.86 would be allocated to the Village of Germantown; and

Whereas, Washington County is currently preparing its 2024/2025 biennial budget and, as 32,219 constituents (76.76%) strongly directed, 20% of the sales tax revenues shall be allocated to local municipalities.

NOW, THEREFORE BE IT RESOLVED, that the Village Board of the Village of Germantown, Washington County, Wisconsin, do hereby formally request that Washington County share 20% of the sales tax revenues annually and equitably to municipalities to be used for local road improvement projects; and

BE IT FURTHER RESOLVED, that this formal request of the Village Board calls for immediate action by Washington County to be included in the 2024/2025 Biennial Budget.

Respectfully submitted by Trustee Jan Miller

Adopted: _____, 2023Vote: Ayes: Nays: Absent:

_____
Dean Wolter, Village President

ATTEST:

_____
Erin Hirn, Interim Village Clerk

Village of Germantown
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

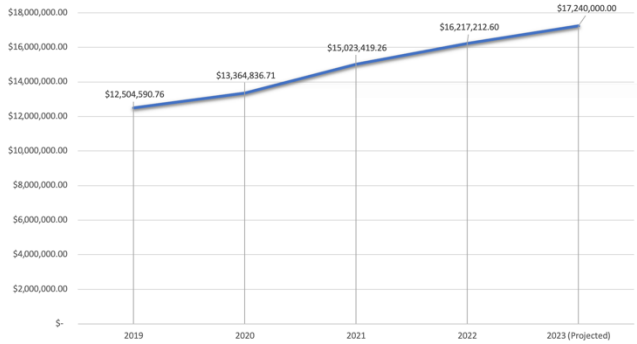
July 17, 2023

Dear Washington County Board Supervisor Jeffrey Schleif:

On Tuesday, April 4, Washington County electors made their voices heard loud and clear at the Spring Election when asked if the Washington County Board should share its annual sales tax revenues to fund local roads. An overwhelming **76.76% (32,219) voters** across 15 municipalities voted in favor of the Advisory Referendum for Washington County to Share the Sales Tax.

74.69% of constituents in the Village of Germantown and 81.03% of constituents in the Village of Jackson voted in support of Washington County to share 20% of its annual sales tax revenue with local municipalities. Based on 2022 sales tax data, the municipalities that you represent would receive the following funding for road improvement projects that are important to your constituents:

- Village of Germantown - $521,019.86
- Village of Jackson - $172,125.24
- Town of Germantown - $5,579.32
- Town of Jackson - $94,734.29



Washington County Sales Tax Revenues (2019 to 2023 projection)

As the Washington County Board prepares the next biennial budget, please consider this a formal request to share 20% of the sales tax revenues annually and equitably with cities, villages, and towns based on population and equalized values. If the County Board acts in accordance with this request—**a request supported by 76.76% of their constituents**—based on 2022 data, $3,243,442 would be infused equitably across local municipalities.

Sharing 20% of the sales tax **does not** need to result in a tax increase for Washington County residents. The County is projecting $17.24M from 2023 sales tax revenues. This is a 6% increase over 2022. This growth is on trend with the $13.3M received in 2020, $15M in 2021, and $16.2M in 2022. The gap created by sharing 20% with local municipalities will be closed in just over two years.

At the same time, Washington County received $26.4M in American Rescue Plan Act (ARPA) funding to spend by 2026. More than $9.23M of ARPA funding remains unallocated and could assist to cover one-time needs for the two years until the County is made whole and able to resume its sales tax revenue growth in concert with the municipalities. There is absolutely no need for a tax rate increase to residents. Sharing the sales tax back to the municipalities that generate it is the right thing to do for every town, village, and city in Washington County.

Your constituents have spoken. Please act on their behalf.

Thank you for supporting this request. We are happy to meet to discuss this topic further.

Sincerely,

Dean Wolter, President
Village of Germantown
262-250-4785
dwolter@germantownwi.gov

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July 17, 2023

Dear Washington County Board Supervisor Jodi Schulteis:

On Tuesday, April 4, Washington County electors made their voices heard loud and clear at the Spring Election when asked if the Washington County Board should share its annual sales tax revenues to fund local roads. An overwhelming **76.76% (32,219) voters** across 15 municipalities voted in favor of the Advisory Referendum for Washington County to Share the Sales Tax.

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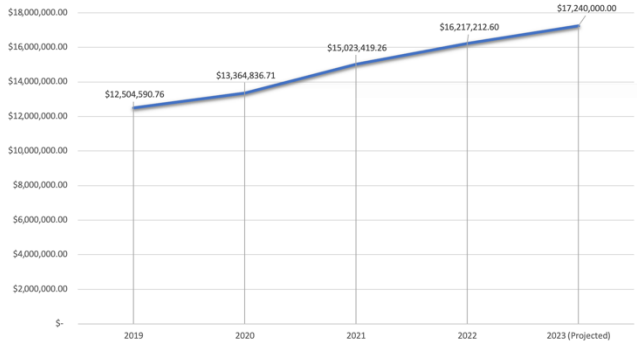

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Germantown, Wisconsin 53022-0337
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July 17, 2023

Dear Washington County Board Supervisor Robert Hartwig:

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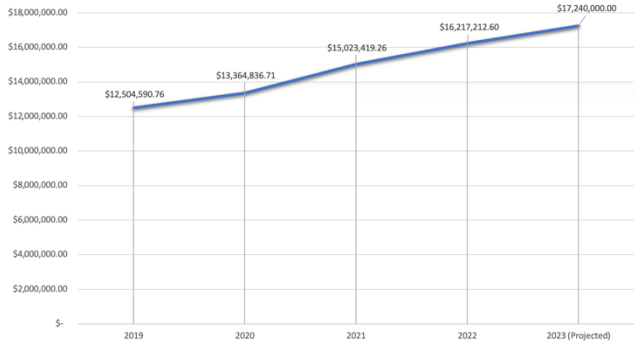

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July 17, 2023

Dear Washington County Board Supervisor Carroll Merry:

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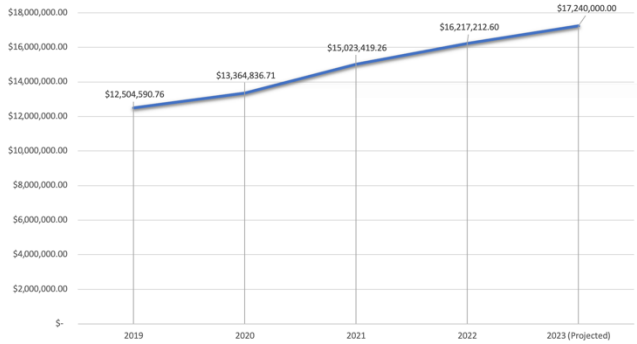

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Village of Germantown
262-250-4785
dwolter@germantownwi.gov

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: July 17, 2023

PLACEMENT: Presentation

ITEM TITLE: 2024 Budget Preview

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

RECOMMENDATION:

ACTION BY Committee:

INTERGOVERNMENTAL AGREEMENT (IGA) FOR THE PROVISION OF MUNICIPAL WASTEWATER & MUNICIPAL WATER TO THE VILLAGE OF RICHFIELD

7/10/23 Plan Commission Meeting

Germantown Community Development Department

Village Staff Status Report **Germantown, Wisconsin**

The purpose for this discussion is to update the Plan Commission on the status of implementing the "Intergovernmental Agreement for the Provision of Municipal Wastewater and Municipal Water Utility Service between the Village of Richfield and the Village of Germantown" (hereafter "the Richfield IGA") with respect to the activities and tasks currently underway to extend sewer & water utilities from Germantown to Richfield.

In February, 2023, we discussed the fact that the agreed to route for extending sanitary sewer & water services from Germantown to Richfield (generally depicted in Exhibit A of the IGA) extends from the intersection of Goldendale Road @ Freistadt Road to the west/northwest through the "Freistadt District" in Germantown and then northwesterly within the WSOR railroad right-of-way into Richfield, across Holy Hill Road west of US41 into the Northeast Corridor service area. In addition, an additional water service connection will extend from the intersection of Rockfield Road @ Gateway Crossing in the Germantown Gateway Corporate Park to the west in the Rockfield Road right-of-way, under US41, and into the Northeast Corridor service area (and loop back into Germantown following the same sewer route described above).

Since February, the Village's 2050 Plan has been amended to include the Sanitary Sewer Service Area (SSSA) expansion into the Village of Richfield and the Village's application to SEWRPC, DNR and MMSD to expand the SSSA has been approved.

(NOTE: a separate but related update of the MMSD 2050 Facilities Plan for the entire Village of Germantown Planning Area is still being prepared and is expected to be submitted for approval by MMSD, SEWRPC and WisDNR later this year).

Also, Germantown and Richfield staff have been meeting with property owners who will be directly impacted by the installation of sanitary sewer and water infrastructure through their property. In the coming weeks/months, easements and/or right-of-way will be acquired along the selected route(s) where the sewer and water facilities will be installed. Construction of the new sewer and water facilities to be extended is expected to occur in the spring of 2024.

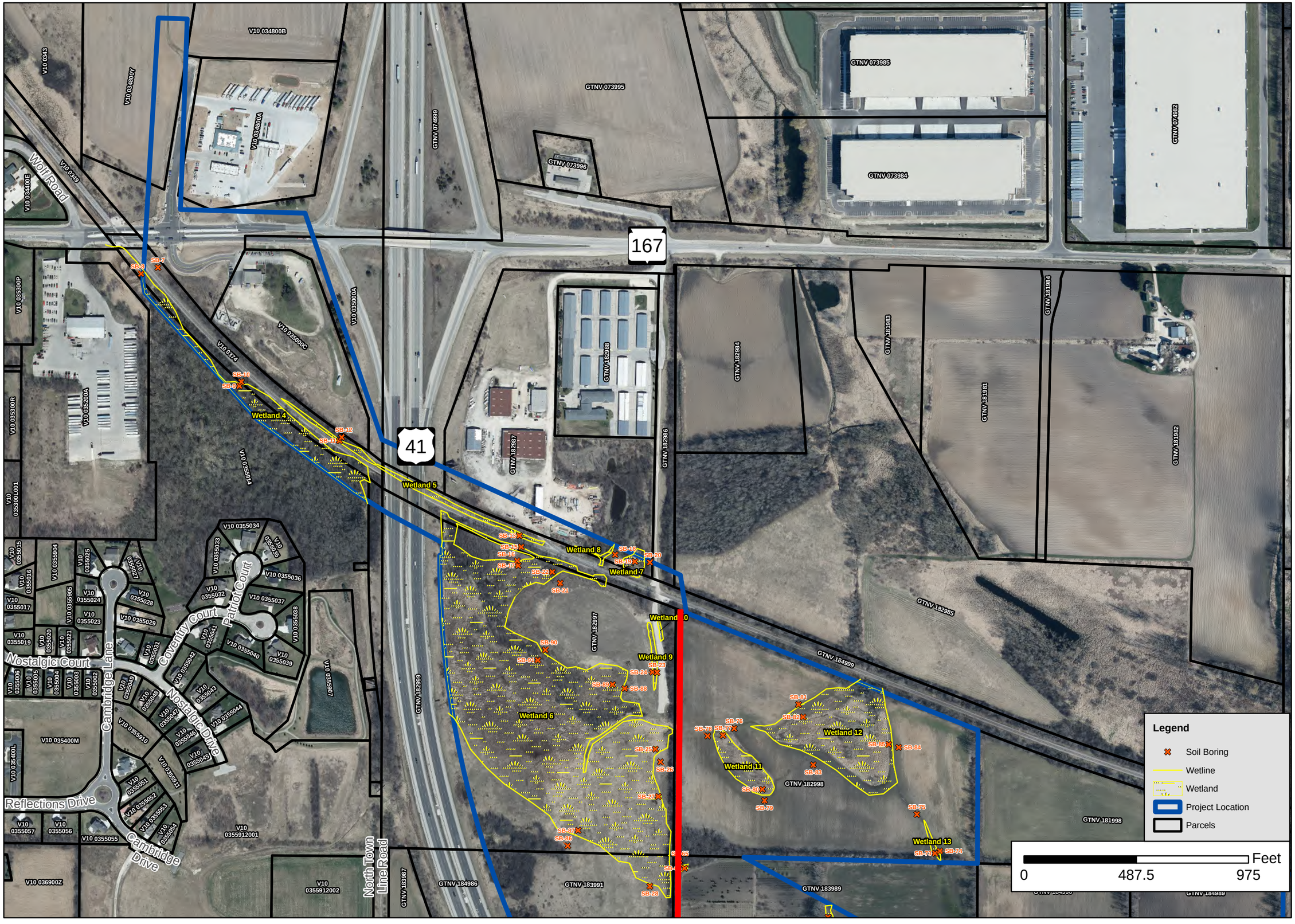
At this time, a final route has been determined and is being presented to the Plan Commission for review and formal recommendation to the Village Board as required under Chapters 61.35 and 62.23(5) Wis. Stats.

The attached aerial maps show the recommended route for both sanitary sewer and water through the Freistadt District. This route is similar to that which was presented back in February. The specific location/orientation of this route has been "fine-tuned" based on a recently completed wetland identification and delineation process conducted

by the Cedar Corporation, an independent engineering & environmental services firm retained by the Village of Richfield. In addition to being the route within which sanitary sewer & water infrastructure will be installed, the recommended route is intended to serve the dual purpose of accommodating the construction of a future public collector road through the Freistadt District to provide access to future property development.

Although the amount and location of wetland areas throughout the Freistadt District are extensive, the recommended route is intended to limit the potential impact on the wetlands and other environmentally-sensitive features in the area while providing a cost-effective utility route to (primarily) satisfy the requirements of the IGA and (secondarily) service the needs of future development planned for in the Village of Germantown.

Staff recommends that the Plan Commission approve the proposed route as shown in the attached aerial maps and forward a recommendation to the Village Board.



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Cedar CORPORATION

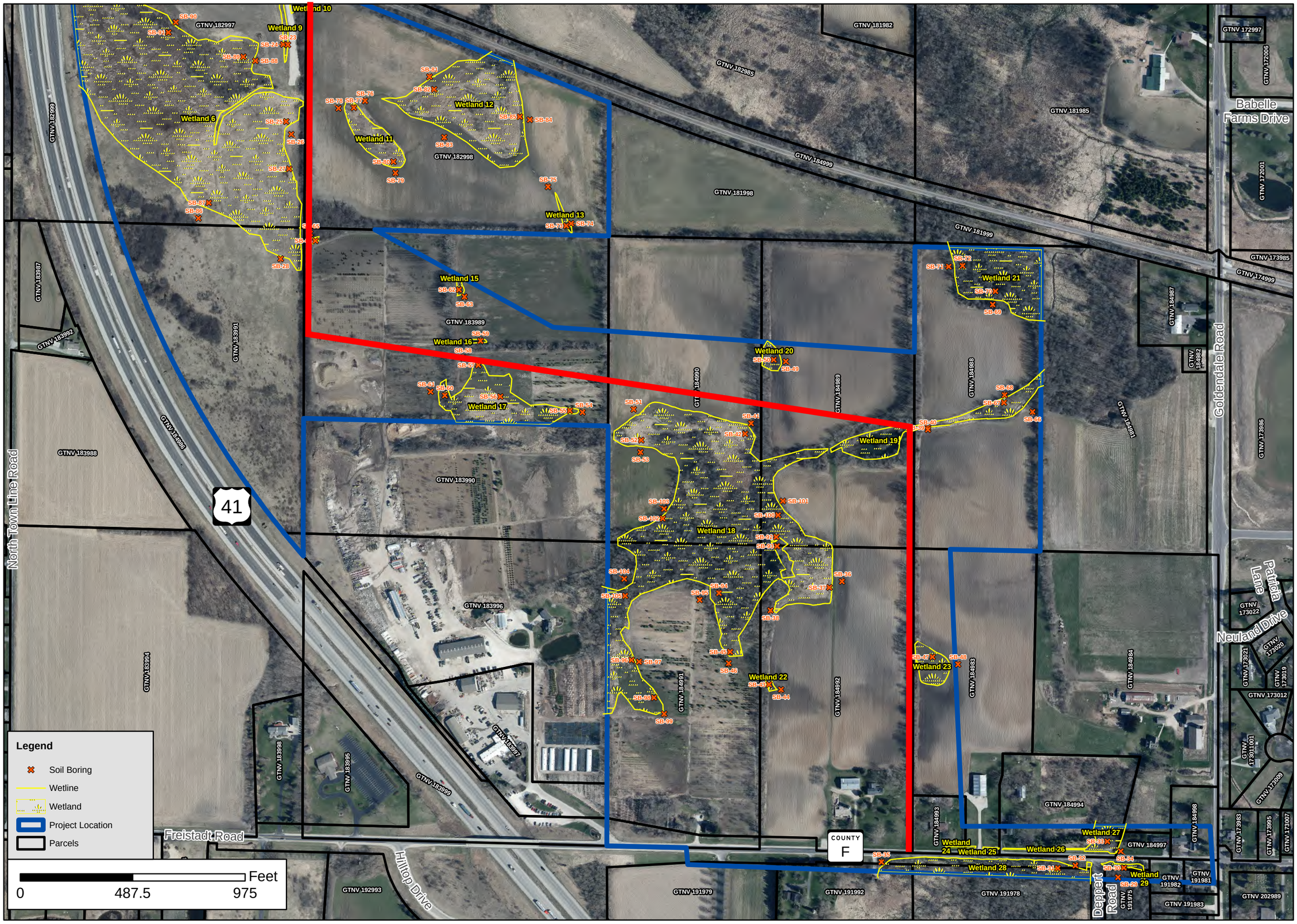
Surveyed Wetland Boundary Germantown Connection

VILLAGES OF GERMANTOWN & RICHFIELD, WASHINGTON COUNTY, WISCONSIN

JOB NO.
R5771-015

DATE
6/12/2023

APPENDIX
B-2



Surveyed Wetland Boundary Germantown Connection

VILLAGES OF GERMANTOWN & RICHFIELD, WASHINGTON COUNTY, WISCONSIN

Cedar Corporation

JOB NO.	R5771-015
DATE	6/12/2023
APPENDIX	B-3

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: July 17, 2023

PLACEMENT: Ordinance

ITEM TITLE: An Ordinance Creating Section 1.07(4) of the Municipal Code of the Village of Germantown Relating to the Village Administrator's Authority to Act in Certain Circumstances

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Ordinance re administrator authority

RECOMMENDATION:

ACTION BY Committee:

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

ORDINANCE NO. _____

AN ORDINANCE CREATING SECTION 1.07(4) OF THE MUNICIPAL CODE OF THE VILLAGE OF GERMANTOWN RELATING TO THE VILLAGE ADMINISTRATOR'S AUTHORITY TO ACT IN CERTAIN CIRCUMSTANCES

WHEREAS, section 1.07(4) of the Germantown Municipal Code specifies certain powers and duties of the Village Administrator; and

WHEREAS, recent experiences have identified situations where a department head may be called upon to exercise certain approval authority and would be unable to do so based upon a vacancy, absence, or physical inability to perform; and

WHEREAS, the Village Board desires to ensure that the Village continue to exercise its authority where necessary;

NOW, THEREFORE, the Village Board of the Village of Germantown do ordain as follows:

SECTION I: Section 1.07(4) of the Municipal Code is created to read as:

(4) DUTIES WHERE VACANCIES EXIST.

(a) Except as provided in (b), the Administrator is authorized to exercise the power of any department head to approve, authorize, sign-off, or the like which is granted to such department head by statute, code, or agreement where there is a vacancy in the department head position or the department head is absent or physically unable to exercise such power.

(b) The Administrator shall not exercise such power where:

1. The authority to exercise such power is granted to another individual by statute, code, agreement, or action by the Village Board;
2. The exercise of such power is limited to individuals holding specific licensing, certification, or other qualifications and the Administrator does not hold such license, certification or qualifications.

(c) In exercising any power under this section, the Administrator should consult with Village staff or outside consultants to guide the determination where appropriate.

SECTION II: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION IV: This ordinance shall take effect and be in force upon its passage and on the day after its publication.

INTRODUCED at a regular meeting of the Village Board of the Village of Germantown this 17th day of July, 2023, by Trustee _____.

PASSED AND ADOPTED by the Village Board of the Village of Germantown on this 17th day of July, 2023.

APPROVED:

_____
Dean M. Woltor, Village President

ATTEST:

_____
Erin Hirn, Acting Village Clerk