

MEETING: REGULAR MEETING OF THE VILLAGE BOARD
DATE & TIME: Monday, October 7, 2024 at 7:00 PM
LOCATION: Germantown Village Hall Board Room
N112 W17001 Mequon Road

Any member of the body and/or citizen may attend the meeting virtually through the WebEx platform, Meeting #:2551 455 8667 Password: ywM4qU5krp2 which can be accessed by phone at 408-418-9388 or by clicking the link below:
<https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m49bcd70fc98c6f1696315d2744b3586a>

Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration. Previously recorded VillageBoard Meeting Videos can be viewed at https://www.youtube.com/channel/UCOYp0EqELzTCa9X_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:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*
- VII. **CONSENT AGENDA:**
 - A. MINUTES: September 16, 2024
 - B. Award of the Old Farm and Main St Lift Station study professional services agreement to Ruekert & Mielke for \$50,000.00.
 - C. Award of the 2025 sewer lining contract to VisuSewer for \$140,633.50.
 - D. Award of the Village Hall access control system installation contract to O&W Communications for \$54,455.00.
 - E. Approval of an agreement with MLG for a sanitary sewer easement and land transfer for High Point Pass right-of-way.
 - F. Application for Temporary Class "B" Retailer's License - St. Boniface Church's Spaghetti Dinner on 01/25/2025
 - G. Application for Temporary Class "B" / "Class B" Retailer's License - St. Boniface Church's Trivia Night on 02/17/2025
 - H. Application for Temporary Class "B" Retailer's License - St. Boniface Church's Fish Frys on 03/07/2025, 03/14/2025, and 03/21/2025

VIII. UNFINISHED BUSINESS

- A. Discussion Regarding current Municipal Code for Solicitors, Canvassers, and Peddlers

IX. PUBLIC HEARINGS:

X. NEW BUSINESS:

- A. Presentation Regarding Economic Development Washington County
- B. Approval of a change order to JH Hassinger for Well 12 lining in the amount of \$154,580.20.
- C. Resolution to Adopt the Washington County All Hazard Mitigation Plan
- D. Rescheduling of November 4th Village Board Meeting to Accommodate November 5th Election Preparations
- E. Administrator Setting 2024 Performance Goals Update. The Village Board May Enter into Closed Session per Wis Stat § 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may reconvene into open session to take such action as it deems appropriate.

XI. ADJOURNMENT:

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)250-4745 at least 2 days prior to the meeting.

MEETING:	AMENDED REGULAR MEETING OF THE VILLAGE BOARD
DATE AND TIME:	Monday, September 16, 2024 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.*

Village President Dean Wolter called the meeting to order at 7:00 PM.

II. **ROLL CALL:**

Present: Trustee David Baum, Trustee Terri Kaminski, Trustee Rick Miller, Trustee Robert Warren, Trustee Jolene Pieper, Trustee Jan Miller, Trustee Phil Hudson, President Dean Wolter, Trustee Meg Cutts

Absent:

Excused:

Also Present: Village Administrator Steve Kreklow, Village Attorney Brian Sadjak, Village Clerk Donna Ott, Finance Director Matthew Uselding, Associate Planner Jordan Yanke, Public Works Director Matthew Mortwedt, Community Development Director Jeff Retzlaff

III. **PLEDGE OF ALLEGIANCE:**

IV. **PRESIDENT'S REPORT:**

President Wolter spoke regarding the flag ceremony held at Village Hall earlier in the evening to commemorate the retirement of Germantown native, Lt. Col. Alexander Keller, from the United States Air Force. He also encouraged participation at Oktoberfest at Dheinsville Park on September 28-29, 2024.

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

Trustees Kaminski, Rick Miller, and Hudson announced upcoming meeting dates and times.

- VI. CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*

Lynne Schauer Bednarz (W156N10121 Pawnee Ct) spoke regarding the budget.

Melanie Smythe (N140W17938 Cedar Ln) spoke regarding the Germantown School District member on the Plan Commission, Green Hills CUP, TID 9, HOAs for industrial storm water ponds, TID calculations, savings from a full engineering staff, and shortening Village Board meetings.

Scott Hefle (W159N10514 Old Farm Rd) spoke regarding TID 9 and Green Hills CUP.

Sarah Larson (W159N9737 Butternut Rd) spoke regarding Division Rd reconstruction and Bike Lane, RFP for professional services, open records, and the budget.

VII. CONSENT AGENDA:

Motion: Approve Consent Agenda Items A-I as presented

Motioned By: Trustee Baum

Seconded By: Trustee Rick Miller

Request: Pull Item E for Discussion

Requested By: Trustee Jan Miller

Motion: Approve Consent Agenda Items A-D, F-I

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 9, No 0, Abstained 0)

Motion: Approve Consent Agenda Item E

Motioned By: Trustee Pieper

Seconded By: Trustee Baum

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 9, No 0, Abstained 0)

A. Minutes: September 3, 2024

- B. Application for Appointment of Successor Agent: Aldi Store #67, N96W18838 County Line Rd; Agent for Consideration: Eli B Kinn
- C. Resolution No. 25-2024 - A Resolution Accepting Funds from the Washington County Municipal Grant Program; And an Authorization to Purchase Radios
- D. Public Works Engineering Division Development Handbook Update
- E. Development Agreement between the Village and Truck Country
- F. Sanitary Sewer System Facilities Plan Update
- G. Award of Public Works Engineering Division system furniture contract to Emmons Business Interiors (EBI) for an amount not to exceed \$35,338.11.
- H. Award of a 3-year building cleaning services contract to Vanguard Cleaning Systems for a total of \$562,752.00.
- I. Award of a 4-year contracted towel and mat service contract to ITU AbsorbTech for a total of \$49,206.83.

VIII. UNFINISHED BUSINESS

IX. PUBLIC HEARINGS:

X. NEW BUSINESS:

- A. Michael Anderson, Agent for Green Hills Industries LLC, and Klosett Investments and Mark Mason, Property Owners. Certified Survey Map and Conditional Use Permits for property located at N114 W18686 Clinton Drive in the Germantown Industrial Park.

Associate Planner Yanke presented details of the request for approval of a Certified Survey Map and Conditional Use Permits for the property located at N114W18686 Clinton Drive.

Motion: Approve as presented

Motioned By: Trustee Pieper

Seconded By: Trustee Hudson

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 9, No 0, Abstained 0)

- B. Resolution No. ____-2024; A Resolution Approving an Amendment to the Project Plan and Boundaries of Tax Incremental District No. 9.

Phil Coson of Ehlers presented information regarding the proposed resolution, including the history of TID 9 and further insight into the proposed amendment to the project plan and boundaries of TID 9.

Motion: Approve Resolution Adopting the Amendment of TID 9

Motioned By: Trustee Baum

Seconded By: Trustee Rick Miller

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, President Wolter

No: Trustee Cutts, Trustee Pieper, Trustee Hudson, Trustee Jan Miller

Abstain: None

Motion Carried by Roll Call Vote (Yes 5, No 4, Abstained 0)

- C. Resolution No. ____-2024; A Resolution Authorizing the Issuance and Sale of Not To Exceed \$2,790,000 General Obligation Promissory Notes, Series 2024B

Motion: Approve as presented, not to exceed \$2,790,000

Motioned By: Trustee Baum

Seconded By: Trustee Kaminski

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 9, No 0, Abstained 0)

- D. Selection of Division Road Reconstruction Alternative

Public Works Director Mortwedt provided background on the study that was done on Division Road:

- Traffic volumes based on projected growth did not justify widening the road. To a limited degree, there was a suggestion that eliminating some turning lanes could help widen the road, but this approach is not recommended at this time.
- Three approaches were presented at Public Information Meetings:
 - Mill and Overlay (shortest lifecycle and construction period; lowest cost: ~\$1.5M)

- Pulverize and Reconstruct (intermediate lifecycle and construction period; intermediate cost: ~\$2.5M)
- Full Reconstruction (longest lifecycle and construction period; highest cost: ~\$7.5M)
- A strong preference for the intermediate approach was made known at the first Public Information Meeting. The second Public Information Meeting focused on variations of the intermediate approach (side path width, additional side paths, on-road bike lanes, shoulder width, etc.).
- The Public Works and Highways Committee recommends the intermediate "pulverize and reconstruct" approach.

Motion: Approve Intermediate Approach

Motioned By: Trustee Pieper

Seconded By: Trustee Baum

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 9, No 0, Abstained 0)

E. 2024 Market Update Revaluation

Village Administrator Kreklow gave a presentation on the 2024 Market Update Revaluation:

- State Statute requires that assessed values are within 10% of market values within a certain amount of time. In 2023, Village assessed values were 23% lower than market value. The 2024 Market Update Revaluation will bring the Village into compliance with state law.
- An increase in assessed value does not necessarily mean an increase in your property tax bill. Properties that increased by more than 41% will pay a larger share of the total property tax levy. Properties that increased by less than 41% will pay a smaller share of the property tax levy.
- Changes in the property tax levy have the greatest impact on property tax bills. The Property Tax Levy is generally set by each taxing jurisdiction (Washington County, Germantown School District, MATC, and the Village of Germantown) as part of their annual budget process. With the passing of the Public Safety Referendum in April 2024, Germantown taxpayers will see an increase in their property tax bills this winter.
- Property owners who have questions or disagree with their assessment may contact the Assessor for an "Open Book" meeting.

F. Budget Priorities Survey Results

Village Administrator Kreklow provided the results of the Budget Priorities Survey:

- The survey was available from the beginning of August through Labor Day. 734 responses were received.
- The largest group of respondents indicated that they have lived in Germantown for more than 15 years.
- The most common service that has been used in the last 12 months is Streets/Roads. The least commonly used service is Fire/Paramedic.
- Police services were ranked as most important, while Recreation Trails/Bike Paths were ranked as least important.
- The quality of Village services was generally high-ranking. Road services were given a lower quality ranking.
- Generally, spending levels were ranked as "keep the same," with the exception of Roads, which received an "increase spending" ranking.
- 45% of respondents answered that property taxes were "a little too high." 30% answered that they are "just about right."

G. 2025 Budget

Finance Director Uselding provided a presentation for the 2025 Budget:

- Budget challenges include limited revenue options against increased demand for services, inflationary factors outside of Village control, and a competitive labor market.
- Budget priorities include investment in public safety, infrastructure, and community:
 - Public Safety: to incorporate the April 2024 Referendum, 10 additional Firefighters/EMS and 4 additional Police Officers will be added. This will allow for increased shift coverage and a decrease in overtime.
 - Infrastructure: an increase in funding for the 2025 Road Program will include the reconstruction of Division Rd. Other considerations include addressing stormwater deficiencies, improvements to the Library, and well upgrades.
 - Community: an effort to increase Library and Recreation part-time salaries was considered. This will allow the Library to restore their weekly hours from 52 to 59, and allow expanded Recreation programs with additional staffing.
- An Asset/GIS Manager in the DPW is the only new Village position being considered in this budget.
- A 3% performance bonus for non-union staff is also being considered.
- Projected revenues are expected to increase by 8.60% over 2024. Projected expenses are also expected to increase by 8.60%.
- The projected tax levy is expected to increase by 13.73% over the 2024 adopted levy.
- From the Village of Germantown, an average increase of \$251 is projected for 2025 resident tax bills. This does not include projected impacts from other tax jurisdictions.

- H. Discussion Regarding current Municipal Code for Solicitors, Canvassers, and Peddlers

Motion: Table Discussion Until Next Village Board Meeting

Motioned By: Trustee Pieper

Seconded By: Trustee Baum

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 9, No 0, Abstained 0)

- I. ***Appointment of Russ Ewert to the Plan Commission***

Motion: Approve Appointment of Russ Ewert to the Plan Commission

Motioned By: Trustee Pieper

Seconded By: Trustee Jan Miller

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 9, No 0, Abstained 0)

XI. **ADJOURNMENT:**

Village President Wolter adjourned the Village Board meeting at 9:22 PM.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 7, 2024

PLACEMENT: Action Item

ITEM TITLE: Award of the Old Farm and Main St Lift Station study professional services agreement to Ruekert & Mielke for \$50,000.00.

SUBMITTED BY: Timothy Zimmerman, Superintendent

SUMMARY EXPLANATION:

I am presenting a Professional Services Agreement between the Village and Ruekert and Mielke for completion of the detailed needs analysis for the Main St. and Old Farm lift stations and force mains. This study builds on the lift station capacities study and the draft facilities plan already presented to the PWHC and Village Board. The needs analysis study will identify what upgrades need to happen at each location based on anticipated development in the Village. It will serve as a guide for future capital improvement budgeting and project design and bidding. Please see the attached document for a detailed description of the tasks to be performed.

ATTACHMENT:

1. Zimmerman 20240910-Main and Old Farm LS Analyses Proposal (002)

STAFF RECOMMENDATION:

Award of a professional services agreement to Ruekert & Mielke for a detailed needs analysis of future Old Farm and Main St Lift Station improvements for \$50,000.00.

ACTION BY Committee:

Passed 4-0

September 10, 2024

Mr. Tim Zimmerman
Superintendent of Wastewater Utility/Recycling Coordinator
Village of Germantown
N122W17177 Fond du Lac Avenue
Germantown, WI 53022

Re: Main Street and Old Farm Lift Station and Force Main Study Proposal

Dear Mr. Zimmerman:

Thank you for the opportunity to provide this proposal for a detailed study of the upgrades needed at the Main Street and Old Farm lift stations and force mains.

Both lift stations are the wet well/dry well type with three pumps in the lower level of the structure adjacent to an in-ground concrete wet well. The generator and MCC are in separate rooms at the finished floor level. The lower level of the stations are constructed of reinforced concrete with the upper level having the brick and block type construction. Both stations were constructed in 1986. The Main Street lift station has a firm capacity of 6,250 gpm and the Old Farm lift station has a firm capacity of 7,400 gpm.

The force mains are both ductile iron with exterior polyethylene wrap. The Main Street lift station force main is 16-inch diameter and the Old Farm lift station force main is 20-inch diameter. The force mains were constructed in 1986.

This study will build on the Sanitary Sewer Lift Station Capacity and Upgrade Analysis report the Village completed in 2022 adding components and context from the draft Collection System Facilities Plan.

The recently completed Facilities Plan identified that the Old Farm lift station needs additional hydraulic capacity for the condition of Germantown full build out and with the addition of development in the Village of Richfield. One way to accomplish this is with the addition of a second force main that would either replace the original force main or be used in parallel with the original force main. If the original force main will continue to be used, the Village is interested in the cost of lining the pipe to protect it from the corrosive soils in the Village and to extend the pipe life another 40-50 years.

The Facilities Plan showed that the Main Street lift station does have adequate hydraulic capacity for the condition of Germantown full build out and with the addition of development in the Village of Richfield. However, similar to the Old Farm lift station, the Village is interested in lining the force main pipe to extend the life another 40-50 years. The Village may also want a second force main for redundancy.

In the 2022 Sanitary Sewer Lift Station Capacity and Upgrade Analysis, it was identified that the firm capacity at each lift station is based on a force main velocity in excess of 6 feet per second. This velocity is the common conventional upper-level limit in a force main to not have to consider the water hammer affect upon a sudden loss of power at the upstream lift station. With a sudden loss of power and potential separation of water column due to cessation of pumping at a high flow rate, the water column in the force main can separate and cause severe damage to the force main in multiple areas. The 2022 study recommended that a detailed transient analysis be conducted to identify if water hammer is a concern and if so, what measures can be provided to mitigate this potential condition. This analysis will be done as part of this project.

This project will:

1. Determine the best way to provide additional hydraulic capacity at the Old Farm lift station including force main considerations.
2. Determine the best way to provide redundancy and/or extend the force main life at the Main Street lift station.
3. Identify other needed lift station upgrades such as HVAC, plumbing, electrical, controls and pump upgrades.
4. Have alternates for a transient analysis at each lift station if it is deemed necessary.

The detailed Ruekert & Mielke, Inc. (R/M) scope of services includes:

1. Have a kickoff meeting. Discuss and confirm project objectives.
2. Review drawings set of the current lift stations and force mains.
3. Conduct a site visit at each lift station to inspect and assess the pumps, mechanical, electrical, controls, HVAC and plumbing conditions at each station. A preliminary assessment was conducted at each station in 2022, but that was mostly focused on hydraulic capacity.
4. Perform a hydraulic analysis at each station with a second force main, single larger force main or single smaller or replacement force main. The hydraulics with a reduced force main diameter due to a liner will be also assessed.
5. Coordinate with pump and pipe manufacturers and lining contractors.
6. Perform a transient analysis and identify measures to mitigate pressure surges in the pipeline upon a sudden loss of pumping. This will be an alternate item for the analysis at each lift station/force main.
7. Determine if the pump room at each lift station is large enough for larger pumps and/or motors.
8. Incorporate study items needed in the report to make the design and construction project eligible for Wisconsin Department of Natural Resources (WDNR) Clean Water Funding. This program provides a low-interest rate loan (as low as 55% of market rate) for the project and potentially principal forgiveness. Required study items include lift station upgrade alternates if applicable, a parallel cost estimate, and the project financial impact to rate payers.
9. Write a draft letter report of findings with a cost estimate. Include Clean Water Fund components of environmental assessment, parallel cost analysis and cost impact to rate payers.
10. Meet with the Village to discuss the draft report.
11. Make changes to the report based on Village feedback.
12. Submit the report to the WDNR.
13. Answer WDNR questions on the report and achieve WDNR approval.

Items Excluded:

1. Detailed design or bidding.
2. Structural analysis.

Subconsultants:

R/M will partner with a subconsultant for the plumbing and HVAC assessment at each lift station.

Mr. Tim Zimmerman
Village of Germantown
September 10, 2024
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Schedule:

Assuming Village approval by October 31, 2024, R/M proposes the following schedule:

Complete draft of report	December 27, 2024
Meet with Village to discuss draft report	January 17, 2025
Send report to WDNR	February 7, 2025
Answer WDNR questions and achieve WDNR approval	March 31, 2025.

Fee:

R/M proposes a lump sum fee of \$50,000 for this project. The cost for the transient analysis at each lift station is approximately \$3,500. If it is determined that a transient analysis is not required for one or both stations, this cost will be deducted from the total contract amount.

The above-described professional services will be provided to you in accordance with the attached three-page **RM Standard Terms & Conditions (Consulting Services)** dated January 1, 2024, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

We look forward to working with you on this project.

Respectfully,

RUEKERT & MIELKE, INC.

David W.
Arnott

Digitally signed by David
W. Arnott
Date: 2024.09.10
16:01:00 -05'00'

David W. Arnott, P.E. (WI, IL)
Team Leader/Senior Project Manager
darnott@ruekert-mielke.com

DWA:sjs

Enclosures

cc: Jared Wegner, P.E., Ruekert & Mielke, Inc.

MAIN STREET AND OLD FARM LIFT STATION AND FORCE MAIN STUDY PROPOSAL
Village of Germantown
and
Ruekert & Mielke, Inc.
Dated September 10, 2024

CLIENT NAME:

Village of Germantown

By: _____

Title: _____

Date: _____

ENGINEER:

Ruekert & Mielke, Inc.

By:  _____

Steven C. Wurster, P.E.

Title: Senior Vice President/COO

Date: September 10, 2024

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Designated Representative:

Name: David W. Arnott, P.E.

Title: Team Leader / Senior Project Manager

Phone Number: (262) 953-3086

A. Standards of Performance

The standard of care for all Consultant services performed or furnished Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Designated Representatives

With the execution of this Agreement, Consultant and Client shall designate specific individuals to act as Consultant's and Client's representatives with respect to the services to be performed or furnished by Consultant and duties and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Consultant

Invoices will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to Client by Consultant monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice therefore, the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven days written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges. Consultant's standard hourly rates are subject to annual adjustment.

D. Ownership and Reuse of Documents

All documents and services prepared or furnished by Consultant pursuant to this Agreement are instruments of service, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse) whether or not the Project is completed. Consultant grants Client a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Client shall be at Client's sole risk; and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Client or by others acting through Client.

E. Permits and Approvals

It is the responsibility of the Client to obtain all necessary permits and approvals for the Project. Consultant will assist the Client in obtaining permits and approvals as mutually agreed to in writing.

F. Opinions of Probable Cost

Consultant's opinions of probable construction cost (if any) are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by Consultant. If Client requires greater assurance as to probable construction costs, then Client agrees to obtain an independent cost estimate.

G. Client and Third Party Provided Information

Consultant shall have the right to rely on the accuracy of any information provided by Client and third parties. Consultant will not review this information for accuracy.

H. Access

Client shall arrange for safe access to and make all provisions for Consultant and Consultant's subconsultants to enter upon public and private property as required for Consultant to perform services under this Agreement.

I. Construction Observation

Consultant will observe the work as agreed to for general compliance with the construction documents. Consultant shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any contractor. Consultant has no stop work authority. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Consultant.

J. Environmental

The parties acknowledge that Consultant's services do not include any services related to unknown or undisclosed Constituents of Concern. Consultant assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

K. Termination of Contract

1. Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
2. Client may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Client with 30 days written notice.
3. Consultant may terminate this Agreement for cause with 7 days written notice (a) if Consultant is requested to furnish or perform services contrary to Consultant's responsibilities as a licensed professional, (b) if Consultant's services are delayed or suspended for more than 90 days for reasons beyond Consultant's control, (c) if payment due Consultant remains unpaid for 90 days, or (d) as the result of the presence of undisclosed Constituents of Concern. Consultant will have no liability to Client on account of any termination by Consultant for cause.
4. In the event of any termination, Client shall pay to Consultant all amounts owing to Consultant under this Agreement, for all work performed up to the effective date of notice.

L. Insurance

Consultant will maintain insurance at a minimum in the amounts following. Insurance certificates will be provided if requested by Client.

- General Liability \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate
- Auto Liability \$1,000,000 Combined Single Limit
- Workers Compensation Statutory
- Employers Liability \$1,000,000 Each Accident / \$1,000,000 Each Employee / \$1,000,000 Policy Limit
- Umbrella \$1,000,000 Occurrence / Aggregate
- Professional Liability \$1,000,000 Per Claim / Aggregate

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, and subconsultants in the performance of Consultant's services under this Agreement.
2. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, employees, and subconsultants from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement.
3. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, Consultant, and all other negligent entities and individuals.
4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Client and Consultant in paragraph N. "Limit of Liability," of this Agreement.

N. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Consultant or Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the total amount of \$1,000,000, or the Consultant's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

O. Consequential Damages

To the fullest extent permitted by law, Client and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, consultants and subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

P. Third Party Beneficiaries

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or the Consultant. Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder. Client agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

Q. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

R. Hold Harmless

Consultant's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce the Consultant's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, or costs associated with or arising out of such reduction in services.

S. Consultant's Services

Consultant's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

T. Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the right to terminate this Agreement in accordance with the Termination provision hereof.

U. Delays

Consultant shall not be liable for any loss or damage arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; pandemics, failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. If the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

V. Entire Agreement

This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

W. Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant as a generally accepted business practice shall not be considered an assignment for purposes of this Agreement.

X. Dispute Resolution

Client and Consultant agree to negotiate all disputes between them in good faith for a period of 60 days from the date of notice, prior to invoking mediation. Subsequent to negotiation, Client and Consultant agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation. Client and Consultant agree to participate in the mediation process in good faith and on a confidential basis.

Y. Governing Law

This Agreement will be governed by the laws of the state in which the project is located.

Z. Definitions

1. Contractor - Any person or entity (not including the Consultant, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Client's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

2. Constituent of Concern – any substances, including without limitation asbestos, asbestos-containing materials, toxic or hazardous substances, PFASs, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable state, provincial or federal statutes), pollutants, viruses, bacteria or pathogens of any kind, or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

END OF DOCUMENT

Page 3 of 3 pages

(Ruekert & Mielke, Inc. Standard Terms and Conditions)

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 7, 2024

PLACEMENT: Action Item

ITEM TITLE: Award of the 2025 sewer lining contract to VisuSewer for \$140,633.50.

SUBMITTED BY: Timothy Zimmerman, Superintendent

SUMMARY EXPLANATION:

I am presenting the bid for the 2024 water crossing cured in place pipe (CIPP) bids for an area in the Germantown Business Park and the Northeast Interceptor Sewer. As discussed at last year's budget meeting, this project is being undertaken to minimize or eliminate potential damage to the sewer line and the downstream appurtenances associated with it should the existing pipe become compromised. The sewer line runs underneath the pond which stores millions of gallons of water, and as such, if it were compromised, would quickly overwhelm down stream facilities which would end up resulting in a SSO (sanitary sewer overflow) which is prohibited by the State and EPA. This project was bid, and we obtained bid pricing from one qualified contractor for the work as follows:

Visu-Sewer	Pewaukee, WI	\$133,633.50
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ATTACHMENT:

- 1.
2. 2024 Water Crossing CIPP

STAFF RECOMMENDATION:

Award the 2024 Water Crossing CIPP contract to Visu-Sewer in the amount of \$133,633.50 with a ten percent contingency of \$7,000.00 for a grand total of \$140,633.50 from wastewater utility account 60-180-183-3140.

ACTION BY Committee:

Passed 4-0



Village of Germantown GIS

DISCLAIMER:

This map is not a survey of the actual boundary of any property this map depicts.

The Village of Germantown Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



Village Of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4700



SCALE: 1 = 151'

Print Date: 7/16/2024

	Line Segment	Length (l.f.)	Diameter	Condition	Access Location	Material	Video Number		
1	SA252-001-SA252-002	279.4	24	GOOD	NE Interceptor Easementnt	PVC - SDR-35			
2	SA252-002 - SA252-003	405.9	24	GOOD	NE Interceptor Easementnt	PVC - SDR-35			
3									
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BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 7, 2024

PLACEMENT: Action Item

ITEM TITLE: Award of the Village Hall access control system installation contract to O&W Communications for \$54,455.00.

SUBMITTED BY: Scott Anderson, Superintendent

SUMMARY EXPLANATION:

As reflected in the 2024 Buildings & Grounds capital budget, \$52,000.00 was allocated to install an access control system at Village Hall. The proposed system would match the access control installed at the new DPW facility.

This access system will begin to replace the antiquated key systems currently used within village buildings. The system will offer far greater security benefits to Village Hall, while monitoring and recording access to sensitive areas within the building. System users will be identified and allowed access by using their smart phones, or other technology. The remote access system can be conveniently updated to grant and remove access within the system software. This will eliminate future expenditures related to missing keys.

During the DPW construction process, great discussion took place around using the Bosch system that was specified. The Police and Fire departments were included in these discussions to ensure that the needs of those facilities were considered as the Village develops the system to other facilities. As part of the 2025 budget, the Village Board will see a similar request to expand the system to the library facility.

Due to a minor overage in cost, compared to the budget, outlined below are the recommendations to cover the remaining costs.

Buildings & Grounds project capital budget:	\$52,000.00	40563000-591200
Parks Department capital budget:	\$2455.00	40564000-592300

O&W Communications worked with the Village on several projects, including the building monitoring upgrade and the DPW access control system installation. They are an authorized Bosch vendor, and we recommend maintaining our relationship as the primary vendor to install and service our access control system. There are several reasons working with one vendor is preferred for security systems:

1. It limits the number of people involved with and familiar with the workings of our system.
2. It allows for the systems to be installed by the same technicians across all facilities, providing consistency across the buildings.
3. They often maintain remote access to the system for troubleshooting.
4. There is a single point of contact for resolving issues.

ATTACHMENT:

1. Germantown Village Hall AC Proposal 9.26.24

STAFF RECOMMENDATION:

Award of the contract for Village Hall access control system installation to O&W Communications for an amount not to exceed \$54,455.00 from accounts 40565000-591200 and 405640000-592300.

ACTION BY Committee:

Passed 4-0

Date: 9/26/2024

To: Scott Anderson
Katie Rodger
Village of Germantown Highways, Parks, Buildings and Grounds.
N112W17001 Mequon Rd,
Germantown, WI 53022

RE: Village Hall Keyless Entry Add

Scope:

Access Control/Keyless Entry System:

Based on the recommendations, we are proposing extending the Bosch Mobile Access system as installed at DPW. The controllers will be housed in an enclosure located in either the Computer/Data Room (Room 121) or the Mechanical Room (Room 150). Bluetooth readers will be mounted on the side of the door handle. The readers will recognize authorized credentials from a smartphone (or a fob if desired). One of the readers (located at **Door 145B**) will have a **built-in keypad** for an alternate means of activation.

Electric Strikes will be installed on all doors except for two locations where it's not possible.

- Double Door 101B & 103 (no mullion or door hardware to install a strike) will require a magnetic lock. Maglock doors will need to have a Request to Exit Motion (REX) so that it releases the maglock as you approach the door, as well as a Push to Egress Button (in case the REX fails to release the door). In addition to this, it will need to interface with the EST1 fire alarm panel to release the maglock upon a fire alarm (code required).



The system will be interfaced with the Bosch Intrusion System (Upgrade Included within this proposal) so that exterior doors as well as interior doors with Door Position Switch (DPS) will monitor left opens as well as forced opens. Additional integration will need to be defined, such as automatic disarming with a card read (after hours) - **this scope will need to be developed and would be billed on a T & M Basis.**

The system will be connected to your network (necessary switch/ports to be provided by Germantown), allowing for easy credential management and tracking for outside contractors, service providers and suppliers.

Exterior Door – Magnetic Locks & ARD-Select-BOM Bosch Bluetooth Reader. Add REX and Emergency Push to Exit with Pneumatic Timer as well as interface with FA to automatically release the maglock upon a fire alarm. Utilize the existing DPS/Cable (monitor forced and left opens)

1. Door 100 (Exterior vestibule – double door)

Provided an option to install an Electric Latch – this would eliminate the need for the Emergency Push Button and the Fire Alarm Interface.

Exterior Doors - Electric Strike & ARD-Select-BOM Bosch Bluetooth Reader, Add REX and Utilize the existing DPS/Cable (monitor forced and left opens)

2. Door 145B (Employee Entrance, Exterior Vestibule -- Use the BOMK Reader w/Keypad for this door) *mechanical push button lockset*
3. Door 165

Interior Door - Magnetic Locks & ARD-Select-BOM Bosch Bluetooth Reader. Add REX and Emergency Push to Exit with Pneumatic Timer as well as interface with FA to automatically release the maglock upon a fire alarm. No Door Position Switches.

4. Door 103 (double door)

Interior Doors – Electric Strike, ARD-Select-BOM Bosch Bluetooth Reader, Door Position Switch (DPS) & REX (REX will bypass the DPS when exiting the room, monitor forced and left opens on AC System only – will not cause a burglar alarm)

5. Door 121 (Computer)
6. Door 124 (Vault)
7. Door 101 (interior office entrance) *(mechanical push button lockset)*
8. Door 163 (interior office entrance) *(mechanical push button lockset)*

Interior Doors – Electric Strike & ARD-Select-BOM Bosch Bluetooth Reader (keyless entry)

- | | |
|--------------|--------------|
| 9. Door 102 | 21. Door 129 |
| 10. Door 104 | 22. Door 132 |
| 11. Door 107 | 23. Door 133 |
| 12. Door 108 | 24. Door 134 |
| 13. Door 109 | 25. Door 135 |
| 14. Door 115 | 26. Door 138 |
| 15. Door 117 | 27. Door 139 |
| 16. Door 118 | 28. Door 140 |
| 17. Door 123 | 29. Door 150 |
| 18. Door 125 | 30. Door 155 |
| 19. Door 126 | 31. Door 158 |
| 20. Door 128 | 32. Door 159 |

Adding on to the DPW Software "Plus" License – Building must be on the same network to be able to utilize the DPW License. Please note that we did not include the (2) 32-Door Expansion Software – this will be required in order to add these (38) access doors.

Bill of Materials:

Quantity	Manufacturer	PART #	EQUIPMENT DESCRIPTION
4	Bosch	APC-AMC2-4R4CF	Bosch RS485 Controller 8 Door
31	Bosch	ARD-Select-BOM	Bosch Bluetooth Reader
1	Bosch	ARD-Select-BOKMK	Bosch Bluetooth Reader w/Keypad
1	Altronix	AX-TROVE1BL1	Trove1 Wall mount cabinet blank
1	Altronix	AX-TROVE3BL3	Trove3 Wall mount cabinet blank
3	Altronix	AX-AL1024ULXB2	Altronix 10A 24 V Power supply
4	Altronix	AX-ACM8	Access Power Controller, 8 Fused Relay Outputs Board
6	Power Sonic	BAT-1270F1	Battery 7AH for Cell Communicator
2	HES	HE-800010403	HES 8000C-12/24D-630 8000C Series Complete Pac Electric Strike Kit for Latch Bolt Locks, Includes 801 and 801A Faceplates, Satin Stainless Steel
28	HES	HE-850010401	HES 8500-12/24D-630 Electric Strike Body, Fire-Rated, Compact, 12/24VDC, 0.24/0.12A, 5/16" Depth, Satin Stainless Steel, for 8500 Series Electric Strike
4	Assa Abloy	AC-600S	Alarm Controls 600S Single Magnetic Lock, 600lbs., Clear Anodized
8	Bosch	DS-DS150I	High Performance Request-to-Exit Motion Sensor Sounder, Light Gray
4	GI	GI-1841WGB	Door Position Switch 1" WG
2	Alarm Controls	TS-14N	Request to Exit Button with Pneumatic Timer on Narrow 1-3/4" Wall Plate, 1-1/2" Green Push Button, Single Gang, 302 Stainless Steel
Lot			Necessary Plenum Cable

Our proposal includes materials, installation, programming, check-out and training

Clarifications:

- Door Expansion Software (quoted separately) will need to be purchased in order to expand the software beyond DPW (Booster Station, Well #12 & Village Hall software need).
- If Mechanical Push Button Locksets are no longer desired for Doors 101, 163 and/or 145B, then Germantown will need to work with a locksmith to replace the door hardware.
- Network Switch or (6) IP Addresses to be provided by Germantown (located in Computer Room)
- Relay for Fire Alarm Interface to be provided by Germantown for Door 103 & Door 101B. Door 101B would not need this, if the option is chosen. Please contact Guetzke & Associates (Edwards Dealer) to provide this service/pricing.

- 120 Volts to be provided by Germantown for our power supplies – locations needed: Computer 121, Mechanical Rm 150, above the ceiling in the main vestibule 100b.
- The scope of work for this project includes reusing existing wiring/devices (Exterior Doors DPS). If any problems are exposed or identified and devices and/or cabling needs to be replaced, then this would be extra. Work completed during normal business hours 8AM to 5PM, Monday through Friday.
- Quotation does not include tax. If tax exempt, please provide tax exempt certificate with purchase order
- Quotation is valid for (30) days.
- One-Year Warranty Included
- Fire Stopping: Fire rated caulking to be provided and installed by others.
- Demo Work, including patching and painting.

Total Cost: \$51,905.00 plus tax

Option:

Door 101B (no mullion available) -- in lieu of magnetic locks, install a Quiet Motorized Latch Retraction Kit, Power Supply, and Power Transfer Cord. Please know this is much cleaner solution that requires less integration, thus less parts to fail.

Additional: \$2,550.00 plus tax

Overall Clarifications:

Please reference the following supporting documents that will be sent with this proposal:

- Germantown Print indicating the doors to have Keyless Entry

If you have any questions, please call me.

Sincerely,

Natalie Cyr

Sales Director
O & W Communications
ncyr@owcommunications.com
Office: 920-457-8640 x330
Mobile: 920-371-1220

If approved, please sign below and e-mail or fax back the entire quote. If required, please forward a purchase order with the signed quote. Purchase Orders must reference our quote.

Signature:

This proposal is hereby accepted, and O & W is authorized to proceed with the work.

2040 North Avenue
Sheboygan, WI 53083
Phoned: 920-457-8640
Fax: 920-457-8645

www.owcommunications.com



Signature

Date

Name of Company

PO #

TERMS & CONDITIONS: This proposal is issued under and governed by [O & W Terms and Conditions of Sale](#)

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 7, 2024

PLACEMENT: Action Item

ITEM TITLE: Approval of an agreement with MLG for a sanitary sewer easement and land transfer for High Point Pass right-of-way.

SUBMITTED BY: Kevin Driscoll, Village Engineer

SUMMARY EXPLANATION:

In July, the Public Works and Highways Committee recommended and the Village Board approved a design to extend High Point Pass south of Holy Hill Road to the railroad tracks. This road design for High Point Pass includes sanitary sewer and water main work, and fulfills requirements of the Development Agreement with the Truck Country. The Truck Country site is adjacent to the MLG property, where the new road, High Point Pass, will bisect the two site developments. Truck Country is west of High Point Pass, and MLG is east of High Point Pass. See attached map.

Following a series of correspondence between Village Staff and MLG representatives, the attached agreement has been drafted by the Village Attorney for MLG's consideration. The MLG agreement includes a land transfer that accommodates the construction of High Point Pass from Holy Hill Rd to the railroad. The agreement also creates an easement for public sanitary sewer on the MLG parcel. The draft agreement is attached.

High Point Pass road construction includes water main and sanitary sewer. Water will be extended through High Point Pass. Sanitary sewer will be extended through the MLG property. Exhibits identifying the proposed sanitary sewer alignment are in the agreement. Water alignment is independent of the MLG agreement.

This agreement does not include direct compensation to either party, but does allow MLG or its successors the right to freely connect to the sanitary sewer on their property and allow them driveway access to High Point Pass.

The schedule for this work is to finalize the sanitary sewer design this fall, advertise for bid this winter, construct utilities this winter, and construct the road in spring 2025.

ATTACHMENT:

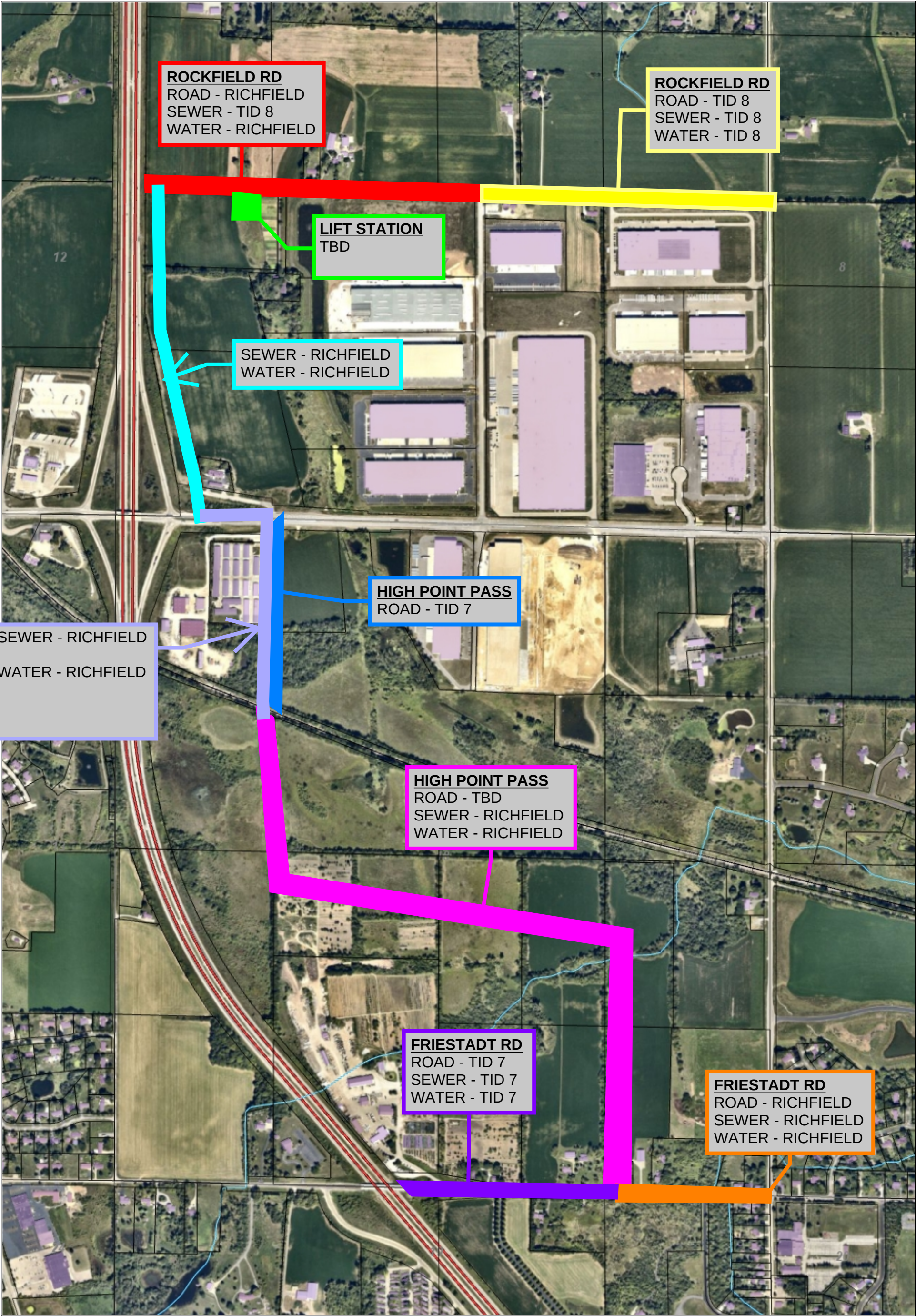
1. Ex. A - HOLY HILL FRIESTADT AREA - Updated MAP
2. Ex. B - High Point Pass - MLG Utility Easement and Dedication

STAFF RECOMMENDATION:

Approval of the agreement with MLG for a sanitary sewer easement and land transfer for High Point Pass right-of-way.

ACTION BY Committee:

Passed 4-0



Village of Germantown GIS

DISCLAIMER:

This map is not a survey of the actual boundary of any property this map depicts.

The Village of Germantown Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



Village Of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4700



SCALE: 1 = 1000'

Print Date: 1/31/2024

Document Number	SANITARY SEWER MAIN EASEMENT AND ROW DEDICATION Document Name	Recording Data Name and Return Address Village of Germantown ATTN: Kevin Driscoll PO Box 337 Germantown, WI 53022 Parcel Identification Number GTNV 182-984
THIS SANITARY SEWER MAIN EASEMENT AGREEMENT AND ROW DEDICATION ("Easement Agreement") is granted by MLG/RMS LIMITED PARTNERSHIP, a Wisconsin limited liability partnership ("Grantor"), and the Village of Germantown, a Wisconsin municipal corporation ("Grantee"). <u>RECITALS</u> A. Grantor is the owner of certain real property in the Village of Germantown, Washington County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the "Property"). B. Grantee has requested that the Grantor grant a perpetual easement (the "Easement") over certain portions of the Property as such portions are described and illustrated on the attached and incorporated Exhibit B (the "Easement Area"). C. Grantee has further requested that the Grantor dedicate certain lands on the western edge of the Property for the purposes of the establishment of a new public road as described and illustrated on the attached and incorporated Exhibit C (the "ROW Dedication"). <u>AGREEMENT</u> IN CONSIDERATION of the foregoing recitals, the mutual covenants and agreements with this Easement Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows: 1. Grant of Easement. Grantor grants to Grantee a perpetual non-exclusive easement with the right, permission, and authority to construct, reconstruct, install, maintain, operate, supplement, enlarge, replace, relocate, inspect and/or remove a public sanitary sewer main and related fixtures, equipment, and appurtenances that may be required, together with the right of ingress and egress for the purpose of this grant over the Easement Area. 2. Dedication to Right of Way. Grantor hereby quit claims and dedicates to the Grantee the lands contained in the ROW Dedication, together with the rents, profits, fixtures and other appurtenant interests therein, for public roadway purposes. Grantee hereby accepts such dedication, to the extent such acceptance is required pursuant to Wis. Stat. § 236.29. 3. Indemnification. Grantee shall indemnify Grantor from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Easement Agreement may be suffered or sustained by any person or entity in connection with Grantee's physical presence on the Property, regardless of the cause of the injury, except to the extent caused intentionally or by the negligence or misconduct of Grantor or its agents or employees. This indemnification does not extend to any claims related to or stemming from the existence of the sewer facilities on the property including, but not limited to, sewer backups and the like. In the event of an injury caused by Grantor, its agents or employees, Grantor shall indemnify Grantee from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Easement Agreement may be suffered or sustained by any person or entity in connection with such actions. However, nothing contained within		

**THIS TRANSFER IS EXEMPT FROM FEE
UNDER WIS. STAT. § 77.25(2g).**

this Easement Agreement is intended to be a waiver or estoppel of the Grantee or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to those contained within Wis. Stat. §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Grantee or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

4. **Duty to Defend.** Grantor hereby warrants that it has legal title to the Property and the lands which are subject to this Easement Agreement, and that the undersigned has lawful authority to grant this Easement on Grantor's behalf. Grantor shall defend Grantee in its exercise of rights granted under this Easement Agreement against any defect in title to the Property and the lands which are subject to this Easement Agreement, or the right of Grantor to make the grant contained herein.

5. **Consistent Uses Allowed.** Grantor reserves the right to use the Easement for purposes that will not interfere with the Grantee's full enjoyment of the easement rights granted in this Easement Agreement except that Grantor agrees to restrict the use of the land in the Easement Area as follows:

a. The Easement Area will only be put to uses consistent with this Easement such as lawn areas, planting and harvesting crops, driveways and small, easily removable structures that will not interfere with access to the sewer main and related facilities or appurtenances.

b. No obstruction of access to the sewer or water main and related facilities or appurtenances shall be created in the future and that no building, trees or other structures or items that may interfere with inspection, maintenance or repair shall be located in the space over and within vertical planes located on both sides of the Easement Area.

c. The surface grade elevation of the Easement Area shall not be raised or lowered more than four (4) inches without the prior written approval of the Village of Germantown Village Engineer.

6. **Restoration of Surface.** Grantee shall perform such maintenance, repairs or replacement to the sewer main as it shall deem necessary and appropriate in the course of regular and customary operations or as may be necessitated by an extraordinary or emergency situation. Upon completion of any such work, Grantee shall backfill to the approximate pre-existing grade. Grantor, its successors and assigns (including tenants) shall be responsible for the restoration of any and all topsoil, turf, other landscaping and/or surface pavement that is disturbed as a result of such work undertaken by Grantee.

7. **Removal of Obstructions.** Unless immediate removal is necessitated by extraordinary or emergency circumstances, Grantee shall notify Grantor in writing of any obstructions within the Easement Area that need to be removed due to such obstruction's interference with the rights granted herein, including any interference with the structure and operations of the sewer main facilities installed in the Easement Area. Upon receipt of such written notice, Grantor shall have seven (7) days to remove such obstruction at Grantor's sole expense. In the event such obstruction is not removed, Grantee may remove such obstruction and charge the cost for removal of the same to the Grantor. Any unpaid costs shall be assessed against the real estate as a special charge pursuant Wis. Stat. § 66.0627.

8. **Connection to Sewer Main Facilities.** In consideration of the grant of the sanitary sewer main easement, the dedication of right-of-way, and the covenants herein contained, Grantor and Grantee agree that Grantor, in and upon developing the Property, may freely install laterals and connections to and utilize all improvements installed by Grantee pursuant to this Easement Agreement in accordance with the Municipal Code of the Village of Germantown. In hooking-up or connecting to the municipal sanitary sewer system, Grantee shall levy upon Grantor only charges of general applicability to and for utilization of the Village of Germantown sanitary sewer main facilities and improvements. No special or unique tax, special assessment, tap fee, connection charge, capitalization, recovery fee, reclamation charge or any other charge not generally levied upon one connecting to the municipal sanitary sewer systems shall be assessed to or against Grantor or the Property in connection with such hook-ups.

9. **Public Roadway Access.** In consideration of the grant of the sanitary sewer main easement, the dedication of right-of-way, and the covenants herein contained, Grantor and Grantee agree that Grantor, in and upon developing the

Property, shall be allowed access point/driveway to the public roadway installed in the ROW Dedication. No access to the Property will be allowed to/from Holy Hill Road.

10. **Covenants Run with Land.** All terms and conditions in this Easement Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Grantor and Grantee and their respective successors and assigns. The parties named as Grantor in this Easement Agreement and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Easement Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property. Grantor shall cooperate with Grantee in recording any instrument deemed necessary by Grantee to address the provisions of Wis. Stat. § 893.33(6).

11. **Non-Use.** Non-use or limited use of the easement rights granted in this Easement Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Easement Agreement.

12. **Governing Law.** This Easement Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

13. **Entire Agreement.** This Easement Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Easement Agreement and duly recorded in the office of the Register of Deeds of Washington County, Wisconsin.

14. **Notices.** All notices to either party to this Easement Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

15. **Invalidity.** If any term or condition of this Easement Agreement, or the application of this Easement Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Easement Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

16. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Easement Agreement.

17. **Enforcement.** Enforcement of this Easement Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

[SIGNATURE PAGES FOLLOW]

MLG/RMS LIMITED PARTNERSHIP

Its: _____

COUNTY OF _____)

On this the _____ day of _____, 2024, personally appeared, before me, the undersigned officer, _____, signer and sealer of the foregoing instrument, who acknowledged that he/she executed the same for the purposes therein contained as his/her free act and deed.

My commission: _____

Page 34 of 112

ACCEPTANCE BY VILLAGE OF GERMANTOWN AS GRANTEE,

Dated this _____ day of _____, 2017.

VILLAGE OF GERMANTOWN

Dean M. Wolter, Village President

ATTEST:

Donna Ott, Village Clerk

STATE OF WISCONSIN)
) ss.
WASHINGTON COUNTY)

Personally came before me this _____ day of _____, 2024, the above-named Dean M. Wolter and Donna Ott, to me know to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My commission: _____

[THIS SPACE INTENTIONALLY BLANK]

CONSENT OF MORTGAGEE

I, _____ of _____, mortgagee of Tax Key # GTNV 182-984, do hereby consent to the Easement by MLG/RMS Limited Partnership, owner of a portion of said land, to the Village of Germantown, Washington County, Wisconsin, and hereby subordinates its mortgage described above to the Easement.

WITNESS the hand and seal of said mortgagee this _____ day of _____, 2017.

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this the _____ day of _____, 2024, personally appeared, before me, the undersigned officer, _____, signer and sealer of the foregoing instrument, who acknowledged that he/she executed the same for the purposes therein contained as his/her free act and deed.

Notary Public, State of _____

My commission: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Lot 1 of Certified Survey Map No. 6506 as recorded in the Washington County Register of Deeds office as Document No. 1335168, in the Northeast 1/4 of the Northwest 1/4 of Section 18, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, State of Wisconsin.

Tax Key #GTNV 182-984

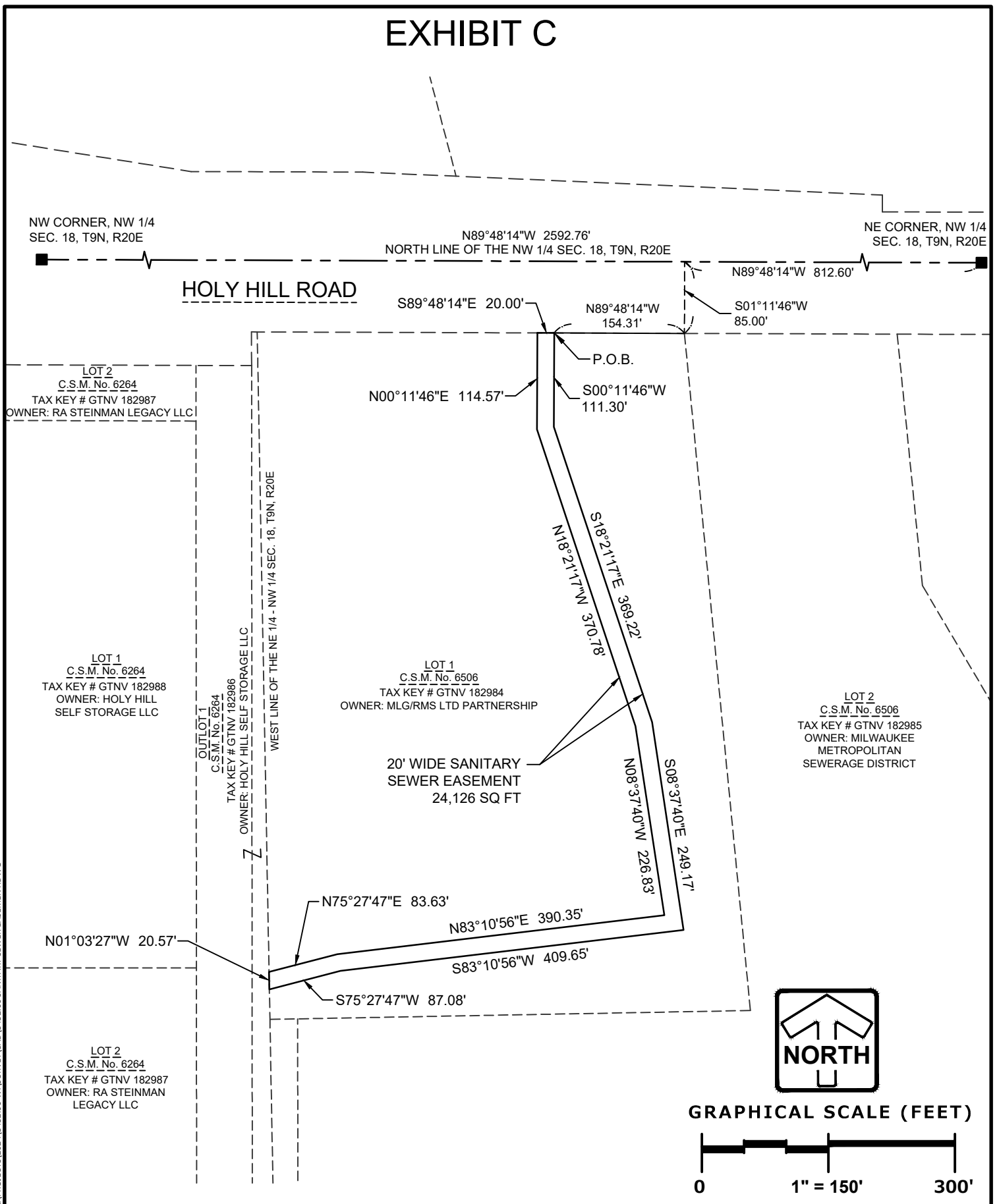
EXHIBIT B

THE EASEMENT AREA

Being a part of Lot 1 of Certified Survey Map No. 6506 as recorded in the Washington County Register of Deeds office as Document No. 1335168, in the Northeast 1/4 of the Northwest 1/4 of Section 18, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, State of Wisconsin, described as follows:

Commencing at the northeast corner of said Northwest 1/4; thence North 89°48'14" West along the north line of said Northwest 1/4, 812.60 feet; thence South 01°11'46" West, 85.00 feet to the south right-of-way line of Holy Hill Road; thence North 89°48'14" West along said south right-of-way line, 154.31 feet to the Point of Beginning; thence South 00°11'46" West, 111.30 feet; thence South 18°21'17" East, 369.22 feet; thence South 08°37'40" East, 249.17 feet; thence South 83°10'56" West, 409.65 feet; thence South 75°27'47" West, 87.08 feet to the west line of the Northeast 1/4 of said Northwest 1/4; thence North 01°03'27" West along said west line, 20.57 feet; thence North 75°27'47" East, 83.63 feet; thence North 83°10'56" East, 390.35 feet; thence North 08°37'40" West, 226.83 feet; thence North 18°21'17" West, 370.78 feet; thence North 00°11'46" East, 114.57 feet to the south right-of-way line of Holy Hill Road; thence South 89°48'14" East along said south right-of-way line, 20.00 feet to the Point of Beginning. Containing 24,126 square feet.

EXHIBIT C



Z:\PROJECTS\2024\5432.00-WI\SURVEY\CAD\5432.00 SANITARY SEWER EASEMENT.DWG

SANITARY SEWER EASEMENT

08-21-2024

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

PEG JOB# 5432.00WI

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

EXHIBIT C

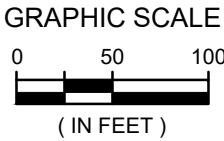
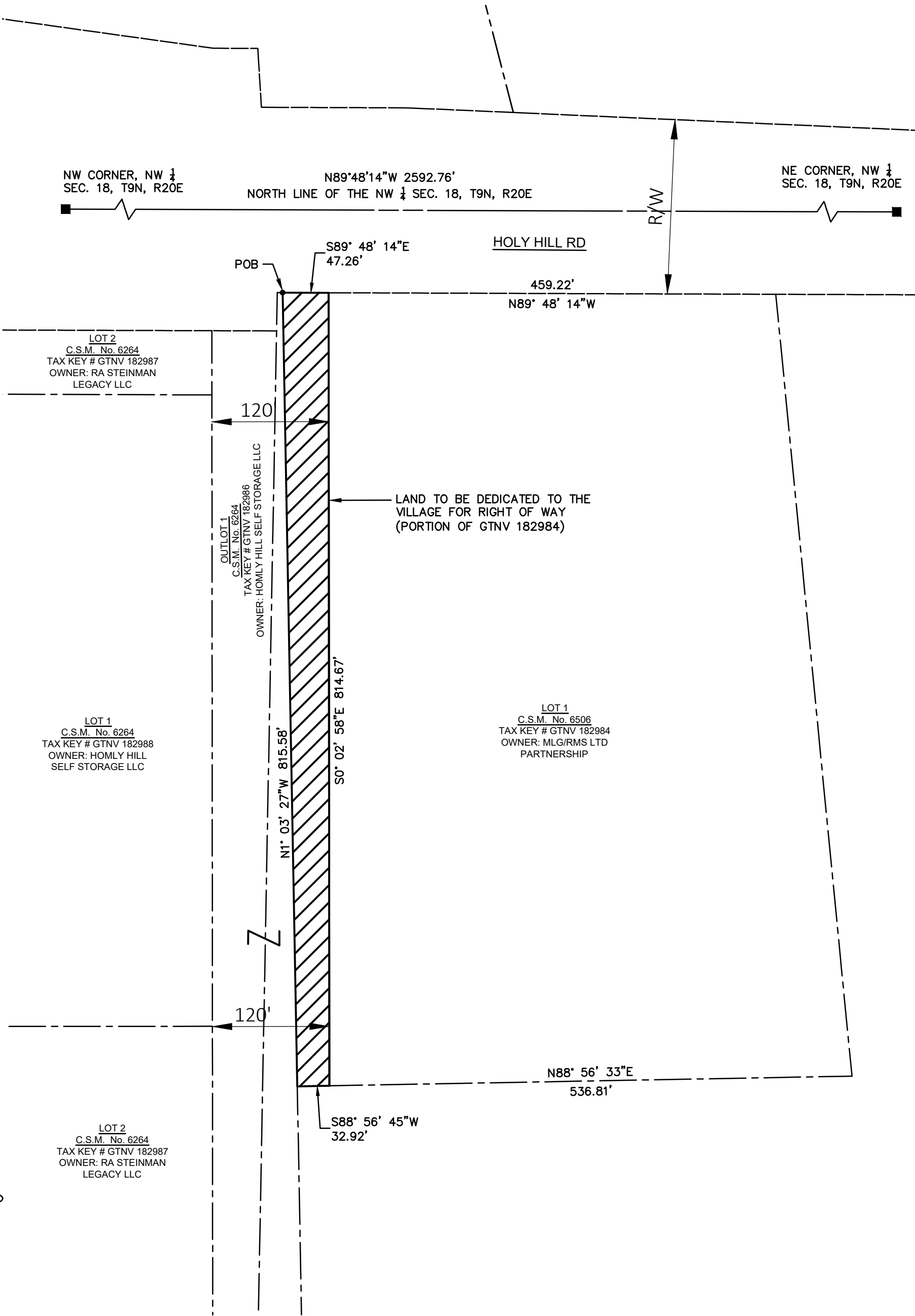
ROW DEDICATION

Being a part of Lot 1 of Certified Survey Map No. 6506 as recorded in the Washington County Register of Deeds office as Document No. 1335168, in the Northeast 1/4 of the Northwest 1/4 of Section 18, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, State of Wisconsin, described as follows:

Commencing at the northwest corner of said lot 1 of Certified Survey Map No. 6506; thence South 89° 48' 14" East along the north lot line of said lot and the south right of way line of Holy Hill Road, 47.26 feet; thence South 00°02'58" East, 814.67 feet to a point on the south line of said lot 1; thence South 88° 56' 45" West, 32.92 feet along the south lot line of said lot to the west lot line of said lot 1; thence North 01° 03' 27" West, 815.58 feet along said west lot line to the Point of Beginning and the northwest corner of lot 1 of Certified Survey Map No. 6506 and the south right-of-way line of Holy Hill Road.

Containing 32,673 square feet.

VILLAGE OF GERMANTOWN
MLG LAND TRANSFER EXHIBIT



raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 7, 2024

PLACEMENT: Action Item

ITEM TITLE: Application for Temporary Class "B" Retailer's License - St. Boniface Church's Spaghetti Dinner on 01/25/2025

SUBMITTED BY:

SUMMARY EXPLANATION:

St. Boniface Church is requesting a Temporary Class "B" Beer License for their event on January 25, 2025. All paperwork has been completed and submitted in full to the Clerk's Office. Additionally, St. Boniface has already submitted application(s) for Temporary Operator's licenses for this event.

The Police Department and Fire Department were provided the application for review and did not have any comments.

ATTACHMENT:

1. St Boniface Spaghetti Dinner - Beer only - 01.25.25_Redacted

STAFF RECOMMENDATION:

Pending any additional information from the Police or Fire Departments, Staff recommendation is approval of the request for a Temporary Class "B" Beer License for St. Boniface Church's Spaghetti Dinner on 01/25/2025.

ACTION BY Committee:

Temporary Alcohol Beverage License

Municipality

License(s) Requested	Fees	
☐ Temporary "Class B" Wine ☒ Temporary Class "B" Beer	License Fees	\$ 10.00
	Background Check	\$ <u> </u>
	Total Fees	\$ <u>10</u>

Part A: Organization Information			
1. Organization Name St. Boniface Congregation			
2. Organization Permanent Address W204N11968 Goldendale Road			
3. City Germantown		4. State WI	5. Zip Code 53022
6. Mailing Address (if different from permanent address)			
7. FEIN 39-0808521		8. Date of Organization/Incorporation 01/01/18	9. State of Organization/Incorporation WI
10. Phone [REDACTED]		11. Email [REDACTED]	
12. Organization type (check one) ☐ Bona Fide Club ☒ Church ☐ Fair Association/Agricultural Society ☐ Veteran's Organization ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.			
13. Is this organization required to hold a Wisconsin Seller's permit? ☐ Yes ☒ No			
14. Wisconsin Seller's Permit Number (if applicable)			

Part B: Individual Information			
List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary. Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).			
Last Name	First Name	Title	Phone
Petrie	Michael	Vice President	[REDACTED]
Keller	Peter	Treasurer, Secretary	
Jaeckels	Nathan	Treasurer, Trustee	

Continued →

Part C: Event Information			
1. Name of Event (if applicable) Spaghetti Dinner			
2. Dates of Operation 1/25/25		3. Hours of Operation 4 to 8 pm	
4. Premises Address W204N11968 Goldendale Road			
5. City Germantown		6. State WI	7. Zip Code 53022
8. County Washington	9. Governing Municipality ☐ City ☐ Town ☒ Village of: Germantown		10. Aldermanic District
11. Organizer of Event (if not the named applicant) Carolyn Gall		12. Email and/or Phone Number for Organizer of Event [REDACTED]	
13. Organizer Website www.stbonifacewi.org		14. Event Website www.stbonifacewi.org	
15. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages and records are sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. Spaghetti dinner will take place in our parish center gym. Food will be served from our kitchen, patrons will take their food to the gym where tables will be for them to gather. Alcohol will be sold at one station only, in the gym. <i>Sold in gym Storage in gym Records kept in rectory/admin office</i>			

Part D: Attestation		
Who must sign this application?		
• one officer or director of the nonprofit organization		
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant organization and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.		
Last Name Petrie	First Name Michael	M.I. J
Title Vice President	Email [REDACTED]	Phone [REDACTED]
Signature <i>Michael J. Petrie</i>		Date 9-25-24

Part E: For Clerk Use Only	
Date Application Was Filed With Clerk	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk	

Alcohol Beverage
Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

St. Boniface Congregation

2. Business Trade Name or DBA

St. Boniface Congregation

3. Entity Type (check one)

☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization**Part B: Individual Information**

1. Last Name

Petrie

2. First Name

Michael

3. M.I.

J

4. Relationship to Business (Title)

Vice President

5. Email

6. Phone

7. Home Address

8. City

9. State

10. Zip Code

11. Date of Birth

12. Drivers License/State ID Number

13. Drivers License/State ID State of Issuance

Part C: Address History1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years

64

Months

5

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 1

City

State

Zip Code

Previous Address 2

City

State

Zip Code

Previous Address 3

City

State

Zip Code

Previous Address 4

City

State

Zip Code

Previous Address 5

City

State

Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State

County

State

County

State

County

State

County

WI

WI

WI

WI

State

County

State

County

State

County

State

County

WI

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature <i>Michael J. Petree</i>	Date <i>9-25-24</i>
---------------------------------------	------------------------

Alcohol Beverage
Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

St. Boniface Congregation

2. Business Trade Name or DBA

St. Boniface Congregation

3. Entity Type (check one)

☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization**Part B: Individual Information**

1. Last Name

Jaeckels

2. First Name

Nathan

3. M.I.

J

4. Relationship to Business (Title)

Trustee-Treasurer

5. Email

6. Phone

7. Home Address

8. City

9. State

10. Zip Code

11. Date of Birth

12. Drivers License/State ID Number

13. Drivers License/State ID State of Issuance

Part C: Address History1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years

25

Months

3

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address	City	State	Zip Code
[Redacted]			
Previous Address 2	City	State	Zip Code
Previous Address 3	City	State	Zip Code
Previous Address 4	City	State	Zip Code
Previous Address 5	City	State	Zip Code

Previous Address 1

City

State

Zip Code

Previous Address 2

City

State

Zip Code

Previous Address 3

City

State

Zip Code

Previous Address 4

City

State

Zip Code

Previous Address 5

City

State

Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
[Redacted]							
State	County	State	County	State	County	State	County

State

County

State

County

State

County

State

County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

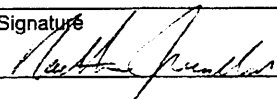
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date 9/24/2024
--	-------------------

Alcohol Beverage
Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

St Boniface Congregation

2. Business Trade Name or DBA

St. Boniface Congregation

3. Entity Type (check one)

☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization

Part B: Individual Information

1. Last Name

Keller

2. First Name

Peter

3. M.I.

M

4. Relationship to Business (Title)

Trustee - Secretary

5. Email

6. Phone

7. Home Address

8. City

9. State

10. Zip Code

11. Date of Birth

12. Drivers License/State ID Number

13. Drivers License/State ID State of Issuance

Part C: Address History

1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years

Months

60+

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address	City	State	Zip Code
Previous Address 1			
Previous Address 2			
Previous Address 3			
Previous Address 4			
Previous Address 5			

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

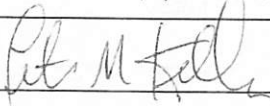
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature



Date

9/25/24

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 7, 2024

PLACEMENT: Action Item

ITEM TITLE: Application for Temporary Class "B" / "Class B" Retailer's License -
St. Boniface Church's Trivia Night on 02/17/2025

SUBMITTED BY:

SUMMARY EXPLANATION:

St. Boniface Church is requesting a Temporary Class "B"/ "Class B" Beer and Wine License for their event on February 17, 2025. All paperwork has been completed and submitted in full to the Clerk's Office. Additionally, St. Boniface has already submitted application(s) for Temporary Operator's licenses for this event.

The Police Department and Fire Department were provided the application for review and did not have any comments.

ATTACHMENT:

1. St Boniface Trivia Night Beer and Wine - 02.17.25_Redacted

STAFF RECOMMENDATION:

Pending any additional information from the Police or Fire Departments, Staff recommendation is approval of the request for a Temporary Class "B" / "Class B" Beer and Wine License for St. Boniface Church's Trivia Nigh on 02/17/2025.

ACTION BY Committee:

Temporary Alcohol Beverage License

Municipality

License(s) Requested	Fees	
☒ Temporary "Class B" Wine ☒ Temporary Class "B" Beer	License Fees	\$ 10.00
	Background Check	\$ <u> </u>
	Total Fees	\$ <u>10</u>

Part A: Organization Information		
1. Organization Name St. Boniface Congregation		
2. Organization Permanent Address W204N11968 Goldendale Road		
3. City Germantown	4. State WI	5. Zip Code 53022
6. Mailing Address (if different from permanent address)		
7. FEIN 39-0808521	8. Date of Organization/Incorporation 01/01/18	9. State of Organization/Incorporation WI
10. Phone [REDACTED]	11. Email [REDACTED]	
12. Organization type (check one) ☐ Bona Fide Club ☒ Church ☐ Fair Association/Agricultural Society ☐ Veteran's Organization ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.		
13. Is this organization required to hold a Wisconsin Seller's permit? ☐ Yes ☒ No		
14. Wisconsin Seller's Permit Number (if applicable)		

Part B: Individual Information			
List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary. Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).			
Last Name	First Name	Title	Phone
Petrie	Michael	Vice President	[REDACTED]
Keller	Peter	Treasurer, Secretary	
Jaeckels	Nathan	Treasurer, Trustee	

Continued →

Part C: Event Information

1. Name of Event (if applicable) Trivia Night			
2. Dates of Operation 2/17/25		3. Hours of Operation 6 to 11 pm	
4. Premises Address W204N11968 Goldendale Road			
5. City Germantown		6. State WI	7. Zip Code 53022
8. County Washington	9. Governing Municipality ☐ City ☐ Town ☒ Village of: <u>Germantown</u>		10. Aldermanic District
11. Organizer of Event (if not the named applicant) Carolyn Gall		12. Email and/or Phone Number for Organizer of Event [REDACTED]	
13. Organizer Website www.stbonifacewi.org		14. Event Website www.stbonifacewi.org	
15. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages and records are sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. Trivia Night will take place in our parish center gym. Adults will play games at tables as teams. Alcohol will be sold at one station only, in the gym. <i>Sold in gym</i> <i>storage: gym</i> <i>records: kept in rectory/admin office</i>			

Part D: Attestation

Who must sign this application? • one officer or director of the nonprofit organization		
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant organization and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.		
Last Name Petrie	First Name Michael	M.I. J
Title Vice President	Email [REDACTED]	Phone [REDACTED]
Signature <i>Michael J. Petrie</i>		Date <i>9-25-24</i>

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk	

Att # 121-005 chk 92724 lam

Alcohol Beverage
Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

St. Boniface Congregation

2. Business Trade Name or DBA

St. Boniface Congregation

3. Entity Type (check one)

☐ Sole Proprietor☐ Partnership☐ Limited Liability Company☒ Corporation☐ Nonprofit Organization**Part B: Individual Information**

1. Last Name

Petrie

2. First Name

Michael

3. M.I.

J

4. Relationship to Business (Title)

Vice President

5. Email

6. Phone

7. Home Address

8. City

9. State

10. Zip Code

11. Date of Birth

12. Drivers License/State ID Number

13. Drivers License/State ID State of Issuance

Part C: Address History1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years

64

Months

5

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 1

City

State

Zip Code

Previous Address 2

City

State

Zip Code

Previous Address 3

City

State

Zip Code

Previous Address 4

City

State

Zip Code

Previous Address 5

City

State

Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State

County

State

County

State

County

State

County

State

County

State

County

State

County

State

County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
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Signature <i>Michael J. Petru</i>	Date 9-25-24
--------------------------------------	-----------------

Alcohol Beverage
Individual Questionnaire

Date

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Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

St. Boniface Congregation

2. Business Trade Name or DBA

St. Boniface Congregation

3. Entity Type (check one)

☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization

Part B: Individual Information

1. Last Name

Jaeckels

2. First Name

Nathan

3. M.I.

J

4. Relationship to Business (Title)

Trustee-Treasurer

5. Email

6. Phone

7. Home Address

8. City

9. State

10. Zip Code

11. Date of Birth

12. Drivers License/State ID Number

13. Drivers License/State ID State of Issuance

Part C: Address History

1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years

25

Months

3

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 1

City

State

Zip Code

Previous Address 2

City

State

Zip Code

Previous Address 3

City

State

Zip Code

Previous Address 4

City

State

Zip Code

Previous Address 5

City

State

Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State County

State County

State County

State County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

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Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

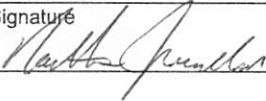
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Signature



Date

9/24/2024

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Individual Questionnaire

Date

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Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

St Boniface Congregation

2. Business Trade Name or DBA

St. Boniface Congregation

3. Entity Type (check one)

☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization

Part B: Individual Information

1. Last Name

Keller

2. First Name

Peter

3. M.I.

M

4. Relationship to Business (Title)

Trustee-Secretary

5. Email

6. Phone

7. Home Address

8. City

9. State

10. Zip Code

11. Date of Birth

12. Drivers License/State ID Number

13. Drivers License/State ID State of Issuance

Part C: Address History

1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years

Months

60+

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address	City	State	Zip Code
Previous Address 1			
Previous Address 2			
Previous Address 3			
Previous Address 4			
Previous Address 5			

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

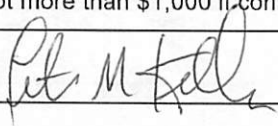
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

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Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date 9/25/24
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BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 7, 2024

PLACEMENT: Action Item

ITEM TITLE: Application for Temporary Class "B" Retailer's License - St. Boniface Church's Fish Frys on 03/07/2025, 03/14/2025, and 03/21/2025

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. St Boniface Fish Fry -Beer only - 3.7.25, 3.14.25, 3.21.25_Redacted

STAFF RECOMMENDATION:

St. Boniface Church is requesting a Temporary Class "B" Beer License for their events on March 7, March 14, and March 21, 2025. All paperwork has been completed and submitted in full to the Clerk's Office. Additionally, St. Boniface has already submitted application(s) for Temporary Operator's licenses for this event.

The Police Department and Fire Department were provided the application for review and did not have any comments.

ACTION BY Committee:

Pending any additional information from the Police or Fire Departments, Staff recommendation is approval of the request for a Temporary Class "B" Beer License for St. Boniface Church's Fish Frys on 03/07/2025, 03/14/2025, and 03/21/2025.

Temporary Alcohol Beverage License

Municipality

License(s) Requested	Fees	
☐ Temporary "Class B" Wine	License Fees	\$ 10.00
☒ Temporary Class "B" Beer	Background Check	\$ —
	Total Fees	\$ 30.00

x3 days

Part A: Organization Information		
1. Organization Name St. Boniface Congregation		
2. Organization Permanent Address W204N11968 Goldendale Road		
3. City Germantown	4. State WI	5. Zip Code 53022
6. Mailing Address (if different from permanent address)		
7. FEIN 39-0808521	8. Date of Organization/Incorporation 01/01/18	9. State of Organization/Incorporation WI
10. Phone [REDACTED]	11. Email [REDACTED]	
12. Organization type (check one) ☐ Bona Fide Club ☒ Church ☐ Fair Association/Agricultural Society ☐ Veteran's Organization ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.		
13. Is this organization required to hold a Wisconsin Seller's permit? ☐ Yes ☒ No		
14. Wisconsin Seller's Permit Number (if applicable)		

Part B: Individual Information			
List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary. Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).			
Last Name	First Name	Title	Phone
Petrie	Michael	Vice President	[REDACTED]
Keller	Peter	Treasurer, Secretary	
Jaeckels	Nathan	Treasurer, Trustee	

Continued →

Part C: Event Information

1. Name of Event (if applicable) Lent Fish Fry			
2. Dates of Operation 3/7/25, 3/14/25, 3/21/25		3. Hours of Operation 4 to 8 pm	
4. Premises Address W204N11968 Goldendale Road			
5. City Germantown		6. State WI	7. Zip Code 53022
8. County Washington	9. Governing Municipality ☐ City ☐ Town ☒ Village of: Germantown		10. Aldermanic District
11. Organizer of Event (if not the named applicant) Carolyn Gall		12. Email and/or Phone Number for Organizer of Event [REDACTED]	
13. Organizer Website www.stbonifacewi.org		14. Event Website www.stbonifacewi.org	
15. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages and records are sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. Each fish fry event will take place in our parish center gym. Food will be served from our kitchen, patrons will take their food to the gym where tables will be for them to gather. Alcohol will be sold at one station only and will be served in the gym only. <i>Sold: gym</i> <i>Stored: gym</i> <i>Records: rectory/admin office</i>			

Part D: Attestation

Who must sign this application? • one officer or director of the nonprofit organization		
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant organization and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.		
Last Name Petrie	First Name Michael	M.I. J
Title Vice President	Email [REDACTED]	Phone [REDACTED]
Signature <i>Michael J. Petrie</i>		Date <i>9-25-24</i>

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk	

Alcohol Beverage
Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

St. Boniface Congregation

2. Business Trade Name or DBA

St. Boniface Congregation

3. Entity Type (check one)

☐ Sole Proprietor☐ Partnership☐ Limited Liability Company☒ Corporation☐ Nonprofit Organization**Part B: Individual Information**

1. Last Name

Petrie

2. First Name

Michael

3. M.I.

J

4. Relationship to Business (Title)

Vice President

5. Email

6. Phone

7. Home Address

8. City

9. State

10. Zip Code

11. Date of Birth

12. Drivers License/State ID Number

13. Drivers License/State ID State of Issuance

Part C: Address History1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years

64

Months

5

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 1	City	State	Zip Code
Previous Address 2	City	State	Zip Code
Previous Address 3	City	State	Zip Code
Previous Address 4	City	State	Zip Code
Previous Address 5	City	State	Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
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2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature <i>Michael J. Petri</i>	Date <i>9-25-24</i>
--------------------------------------	------------------------

Alcohol Beverage
Individual Questionnaire

Date

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1. Legal Business Name (individual name if sole proprietor)

St. Boniface Congregation

2. Business Trade Name or DBA

St. Boniface Congregation

3. Entity Type (check one)

☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization**Part B: Individual Information**

1. Last Name

Jaekels

2. First Name

Nathan

3. M.I.

J

4. Relationship to Business (Title)

Trustee-Treasurer

5. Email

6. Phone

7. Home Address

8. City

9. State

10. Zip Code

11. Date of Birth

12. Drivers License/State ID Number

13. Drivers License/State ID State of Issuance

Part C: Address History1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years

25

Months

3

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

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State

Zip Code

Previous Address 2

City

State

Zip Code

Previous Address 3

City

State

Zip Code

Previous Address 4

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Zip Code

Previous Address 5

City

State

Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State County

State County

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Continued →

Part D: Criminal History

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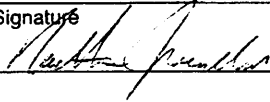
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Signature



Date

9/24/2024

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Individual Questionnaire

Date

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Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

St Boniface Congregation

2. Business Trade Name or DBA

St. Boniface Congregation

3. Entity Type (check one)

☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization

Part B: Individual Information

1. Last Name

Keller

2. First Name

Peter

3. M.I.

M

4. Relationship to Business (Title)

Trustee - Secretary

5. Email

6. Phone

7. Home Address

8. City

9. State

10. Zip Code

11. Date of Birth

12. Drivers License/State ID Number

13. Drivers License/State ID State of Issuance

Part C: Address History

1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years

Months

60+

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

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Previous Address 2			
Previous Address 3			
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Continued →

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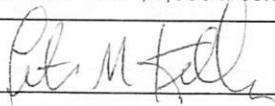
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Signature



Date

9/25/24

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 7, 2024

PLACEMENT: Discussion

ITEM TITLE: Discussion Regarding current Municipal Code for Solicitors,
Canvassers, and Peddlers

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

STAFF RECOMMENDATION:

ACTION BY Committee:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 7, 2024

PLACEMENT: Presentation

ITEM TITLE: Presentation Regarding Economic Development Washington County

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

The Executive Director of Economic Development Washington County (EDWC) will be making a presentation on the organization and activities in the Village of Germantown.

ATTACHMENT:

1. EDWC_GermantownVillageBoard_Presentation_FINAL_2024-10-07

STAFF RECOMMENDATION:

No action is necessary.

ACTION BY Committee:



YOUR GROWTH. OUR PASSION.

Germantown Village Board



October 7th, 2024

Public & Private Sectors Unite to Maximize Resources & Impact

Germantown a 2005 Founding Community Partner



 **EDWC**
BUSINESSREADYWI.ORG
ECONOMIC DEVELOPMENT/WASHINGTON COUNTY

2005-2009

 **Business Ready Wi.com**
ECONOMIC DEVELOPMENT WASHINGTON COUNTY

2010-2017

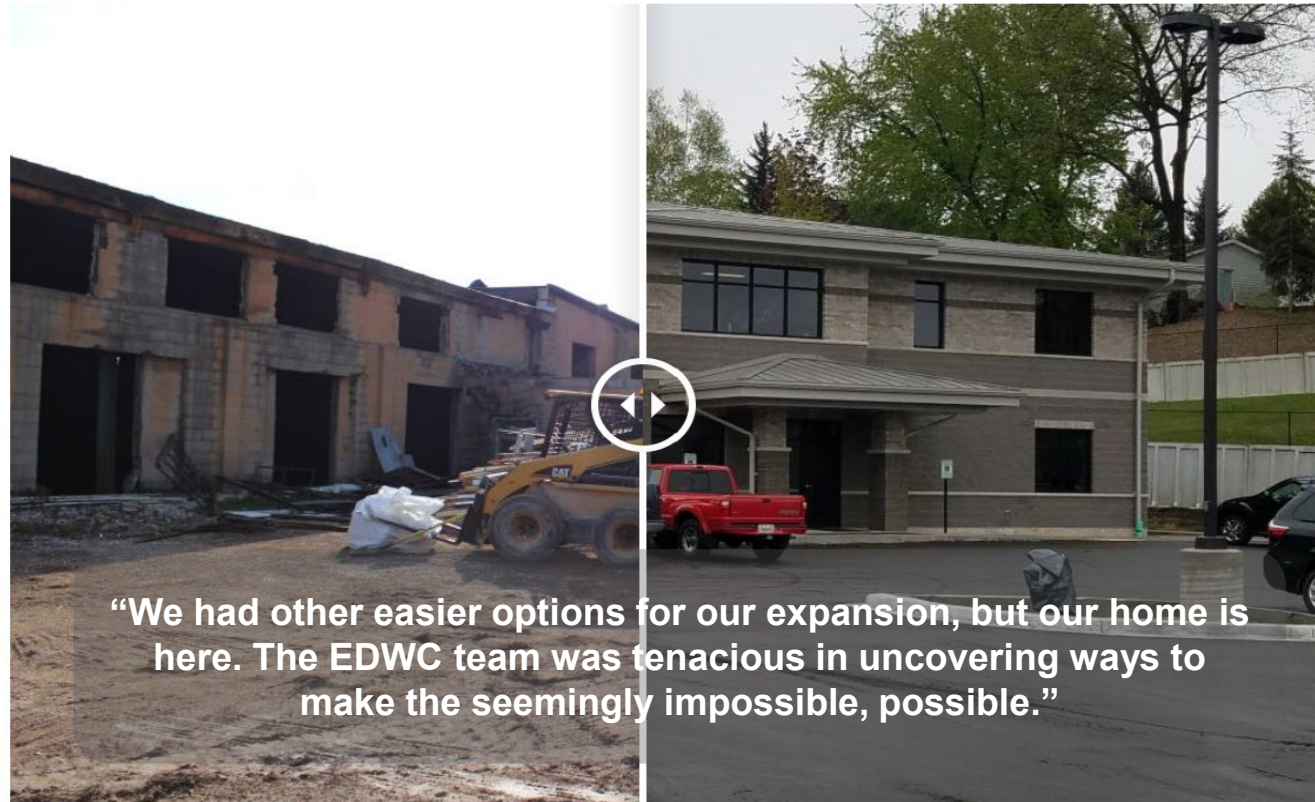
e.d.w.c
YOUR GROWTH. OUR PASSION.

2018-Today



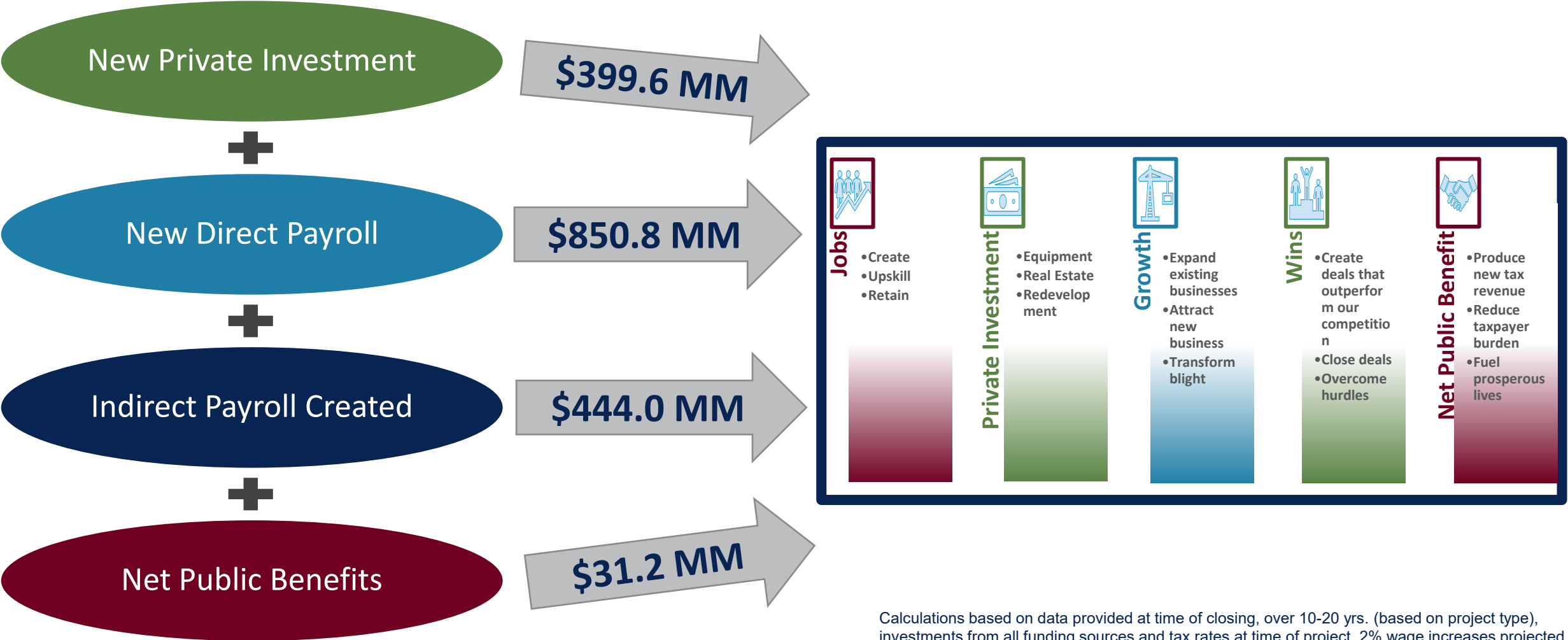
“Fuel growth businesses and industries for the creation of quality jobs and economic prosperity countywide.”

UNCOVERING “WHAT MATTERS”



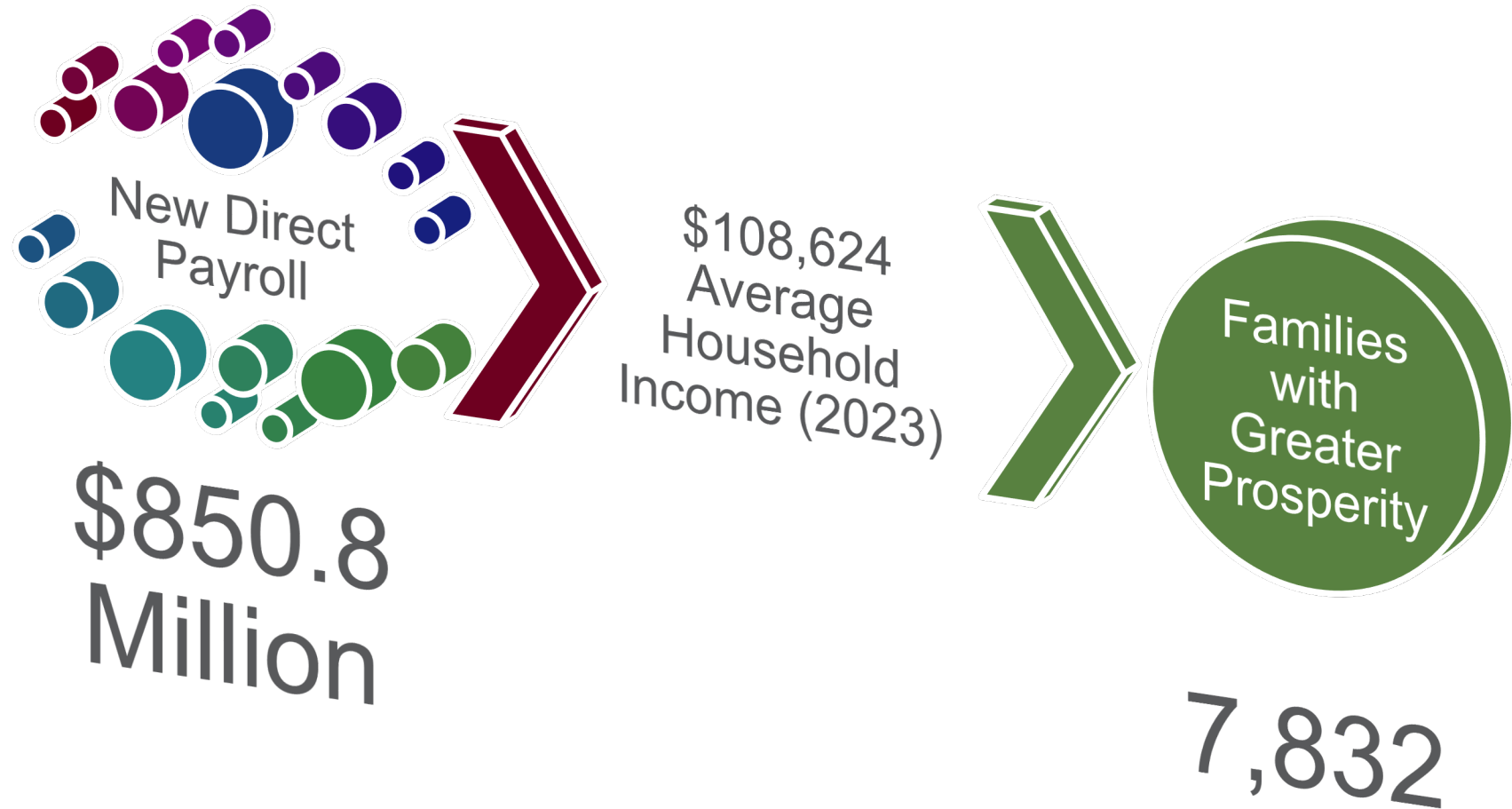
Quote: Steve Kreuser, COO, E.H. Wolf and Sons, regarding transforming an abandoned forge into their new HQ

Estimated Economic & Fiscal Impact of EDWC Projects Since 2008 Based on Loans Made of \$17,162,579

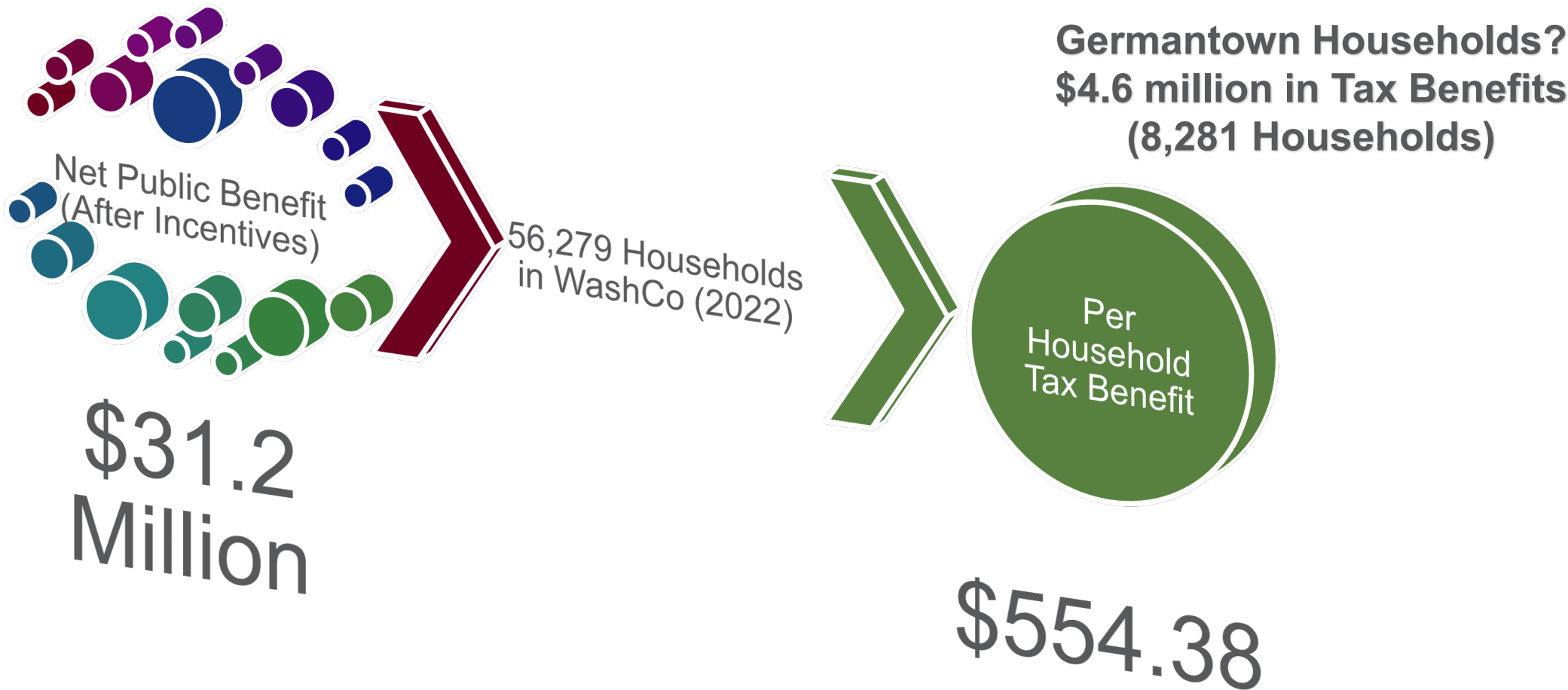


Calculations based on data provided at time of closing, over 10-20 yrs. (based on project type), investments from all funding sources and tax rates at time of project. 2% wage increases projected.

Impact & Transformation: Prosperity



Impact & Transformation: Reducing Taxpayer Burdens



Doing the Hard Stuff

Leveraging Existing Spaces for Higher & Better Uses



Saxony Village – Germantown, WI

SRP Success Since 2015 ... And Counting

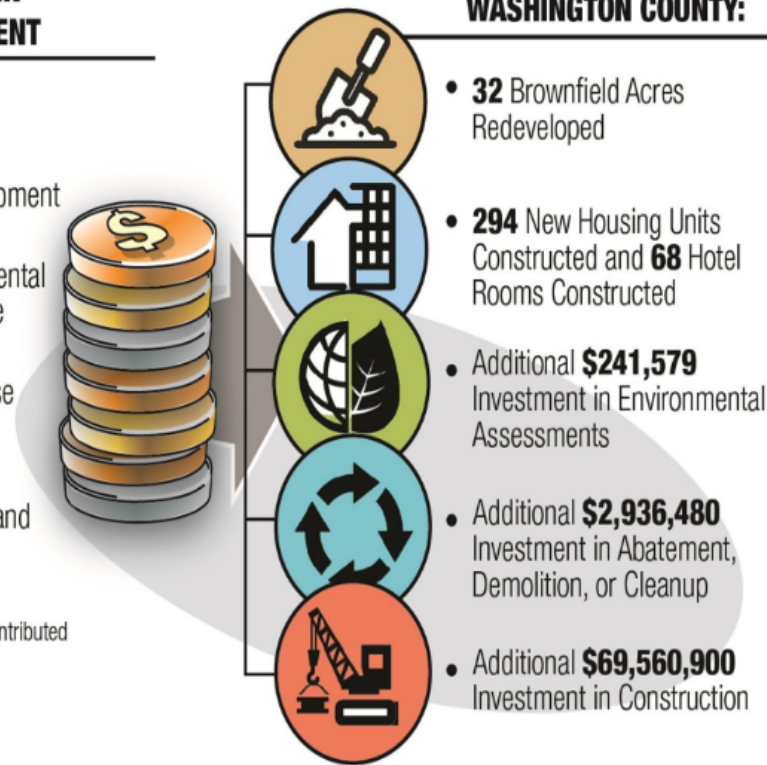
**\$1,199,000 IN
SRP INVESTMENT**

- Site Inventory and Prioritization
- Community Redevelopment Plans
- Phase I & II Environmental Assessments and Site Investigations
- Remedial Action/Reuse Planning
- Community Outreach
- Program Leadership and Administration

*Total value of in-kind dollars contributed to-date: \$346,311

VANDEWALLE & ASSOCIATES INC.

**IMPACT FOR
WASHINGTON COUNTY:**



How EDWC Gets Work Done...Differently



Fuel for Each Segment	How We Do It	Unparalleled Expertise	Tools We Use
Capital	Seamlessly lead, manage and execute from estimating to structuring to closing	Reverse-engineered incentives; proforma to optimal combination; deal-structuring	\$20M portfolio; TIF; loan segments; IP of our “project” proforma workbook
Consulting	Uncover “what matters,” analyze options, build opportunity, secure results	See into, through and around nearly all sides of a project; build win-win	IP of our “business park” proforma workbook; agreement templates; network
Workforce	Leverage data, technologies and existing workers to build a pipeline for businesses	Focus on tactics with immediate impact; forge solutions where none exists	Lightcast; Employee Net Promotor Score Service; Next Gen Housing; network
Analytics	Simplify complex datapoints into actionable intel; find patterns in seeming “chaos”	“Work” the “right” databases to uncover insights others don’t find or see	Lightcast; ESRI Business Analyst; ImpactDashboard; Moody’s Real Estate



Capital



Fueling Businesses and Prosperous Lives



Impact Loans Making a Difference in Our Communities

What Matters...Prosperous Lives.



Microloan Pilot Hits its Mark: Mainstreet and Rural Businesses “Go Forward” Launch in October

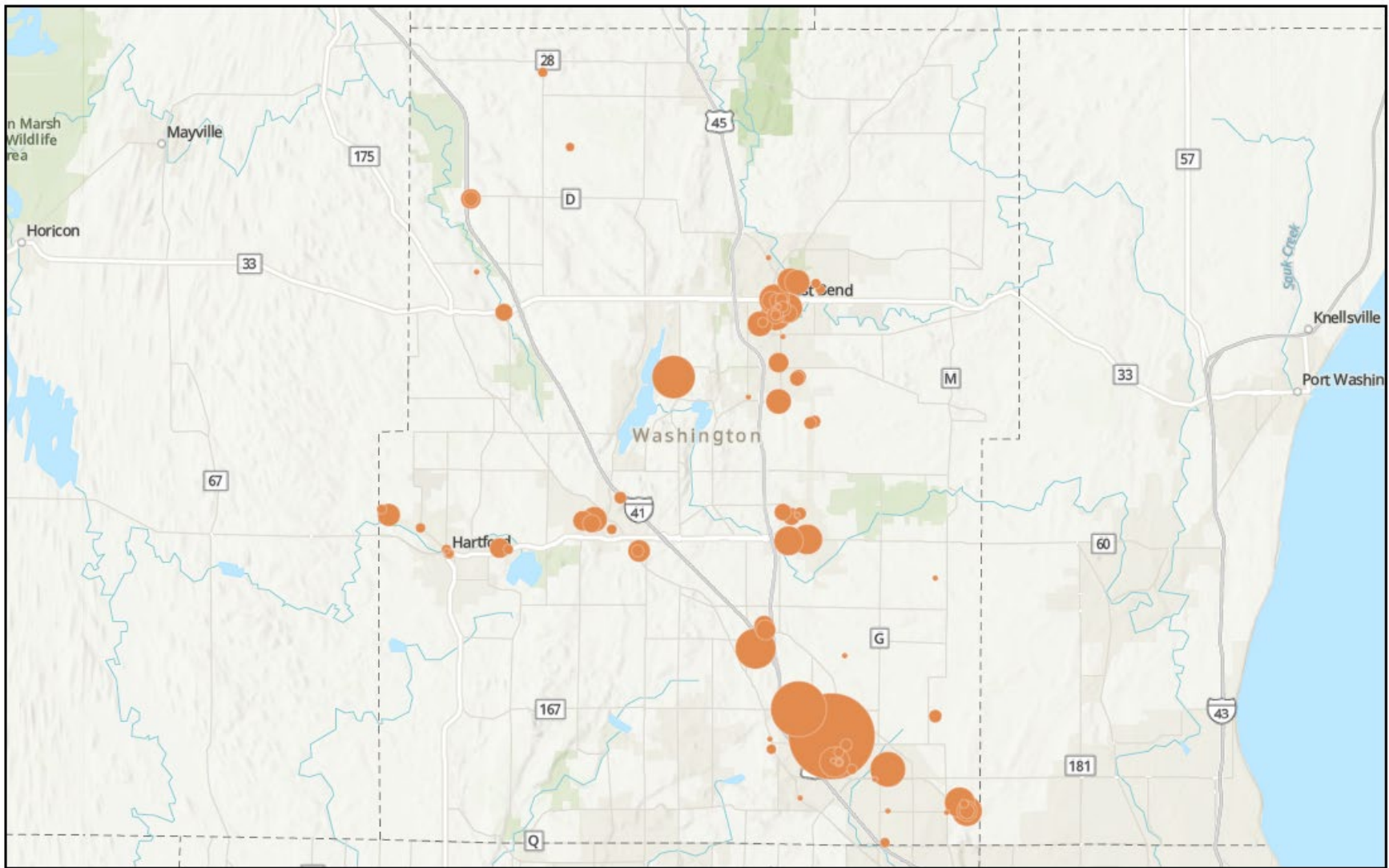


- Received 17 applications.
- Approved 16 applications.
- Disbursement of \$320,000 in \$20,000 increments.

Easy Access Financing for
Washington County Businesses



“My experience with EDWC was incredible! Great communication, and funding was quick!
Appreciate all that
you do for your local businesses!”
– Karmen, WashCo Small Biz Loan Recipient

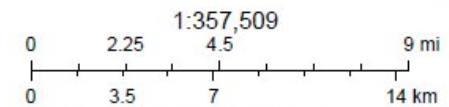


8/19/2024

EDWC Loans Made Through 2024

- 10,000
- 50,000

- 100,000
- 500,000
- 1,000,000



Esri, NASA, NGA, USGS, County of Washington, WI, Esri, TomTom, Garmin, SafeGraph, FAO, MET/NASA, USGS, EPA, NPS, USFWS

Impact Fund at Work in Germantown...*Old Germantown* That Is



Video clip courtesy of Discover Mediaworks



Scott and Georgene Sommer discussing their plans for a new on farm business in 2019 with EDWC at their dining room table prior to receiving Impact Fund start-up dollars.

Workforce

Fueling Businesses and Prosperous Lives





Real Workforce Attraction & Retention

Application Phase

Category	Total Applications	In Process	Approved	Declined	Withdrawn	Expired
Number	106	0	71	1	7	27
Percent	100%	0%	67%	1%	7%	25%

Demographics

Category	Total Applications	Resident	Non-Resident	Total Applicants	Private Employer	Public Employer	WashCo Employee
Number	106	69	37	159	140	18	1
Percent	100%	65%	35%	100%	88%	11%	1%

Closing Phase

Category	Total Approved Applications	Total Budgeted Funds	Funds Dedicated	Disbursements	Funds Disbursed	Funds Available
Number	71	\$2,110,000	\$220,000	60	\$1,175,550	\$714,450
Percent	100%	100%	10%	85%	56%	34%

Customer Experience

Category	Total Responses	Average Rating (1 to 10)	Promoters	Passives	Detractors	NPS*
Number	18	9.8	17	1	0	94
Percent	30%		94%	6%	0%	

*Surveys are sent to every recipient after they close on their home.
Net Promotor Scores (NPS) can range from -100 to +100. Scores of greater than 0 are considered acceptable. Average performing companies score less than +10 while scores from high performing companies fall between +50 and +80. Anything above +80 is considered outstanding performance.

Consulting

Fueling Businesses and Prosperous Lives



Calculating ROI for taxpayer investments...structuring deals for dividends back to the community



Translating Expertise Into Results that Matter



EDWC built the business plan and is leading the marketing of a high-profile commercial parcel located in Jackson TID #7.



PROPERTY HIGHLIGHTS

- ✓ 5.76-acre commercial planned development
- ✓ 4.5 acres still available
- ✓ B-1 Zoning: Community Business District
- ✓ Shared driveway and signage with ample parking
- ✓ No requirement for onsite stormwater management
- ✓ Located across from new Municipal Complex

ALL WITHIN 15 MILE RADIUS

- 92,812 Residents
- 39,080 Households
- \$80,679 Median Household Income
- 43.4 Median Age
- 3,776 Businesses

			SALE		LEASE		
	SIZE (AC)	MIN. DIV. (SF)	ASKING PRICE	\$/ACRE	SPACE AVAILABLE (SF)	MIN. DIV. (SF)	LEASE RATE
LOT 2	1.55	1.55	\$154, 800	\$100,000	10,000	2,500	NEGOTIABLE: PROPOSAL UPON REQUEST
LOT 3	3.02	1.00	\$301,600	\$100,000	20,000	5,000	
TOTAL	4.56		\$456,400		30,000		



Analytics



Fueling Businesses and Prosperous Lives

Custom GIS Based Buildings & Sites Database

Connecting business growth needs to buildings in Germantown that can meet them

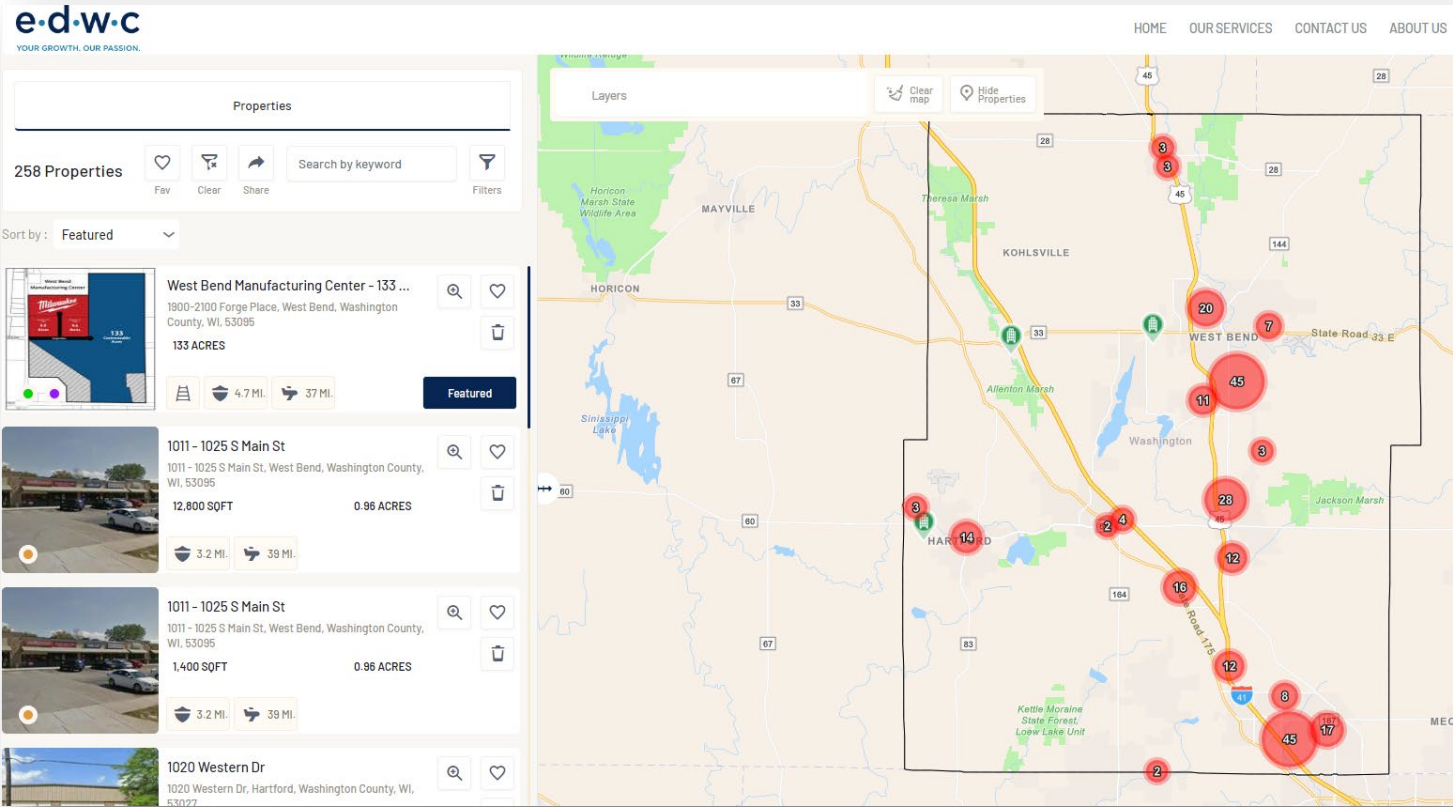
From: Poole, Trent @ Milwaukee <Trent.Poole@cbre.com>
Sent: Monday, August 5, 2024 2:39 PM
To: Christian Tscheschlok <tscheschlok@edwc.org>
Cc: Poole, Austin @ Milwaukee <Austin.Poole@cbre.com>
Subject: RE: Fw: Maple Dr. location. Interested

Christian- thanks for the introduction.

On Fri, Aug 2, 2024 at 6:08 PM Christian Tscheschlok <tscheschlok@edwc.org> wrote:

Good evening Trent!

“I would like to introduce you to Joe of ---. Joe is interested in the 11770 Maple Road (Germantown) location you have listed. He found your building on our Sites and Buildings Selection Tool and would appreciate being able to take a look at it. Here is a direct link to your property from our tool: <https://tinyurl.com/y4zzexhp>



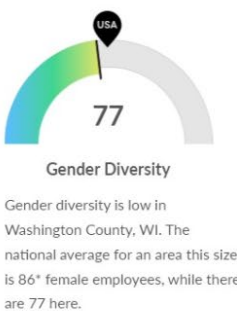
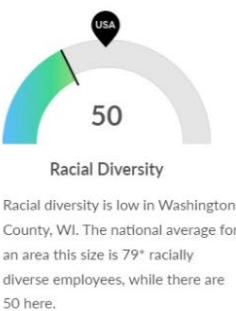
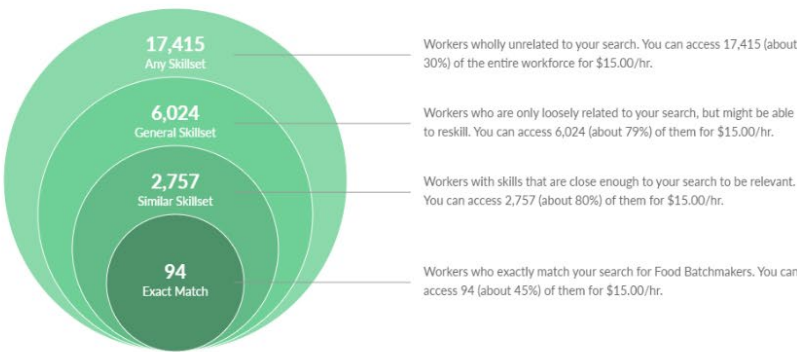
Workforce Analytics - LightCast

Using real-time workforce intelligence to help Germantown companies compete in the war for talent.

At **\$15.00/hr**, your available workforce is 2,757 Food Batchmakers & similar workers.



Workforce availability @ \$15.00/hr ranges from **94** to **17,415** depending on skills match.



Occupation	Workers Making ≤ \$15.00/hr
Fast Food and Counter Workers	1,306
Waiters and Waitresses	650
Bartenders	415
First-Line Supervisors of Food Preparation and Serving Workers	191
Dining Room and Cafeteria Attendants and Bartender Helpers	95
Food Batchmakers	94
Food Service Managers	6

Municipal Subscriptions

Competitor
40 credit hours
Cost: \$7,256 (\$181.40 per credit)
Leader
60 credit hours
Cost: \$10,567 (\$176.12 per credit)
Disruptor
100 credit hours
Cost: \$16,466 (\$164.66 per credit)



Upgrades to the Subscription Model

Take-Aways After Two Years

1. Utilized EDWC more than ever and in more creative ways than in years past
2. Focused on credits...two approaches
 1. Spend them down
 2. Save them for a rainy day
3. Despite menu, some still didn't invest time to consider how they could support their development objectives
4. Overage and underage was pronounced for some both years
5. No complaints on overage but a couple of asked about rolling over underage

“Unused Credit” Discount

1. Subscribers with unused credits may “roll” them over via a discount off the following year’s subscription fee.
2. The discount will be prorated at the current year’s per credit rate.
3. You must stay at the same level or higher to be eligible for a roll over discount
4. You can only roll over the current year’s unused credits for a discount

Germantown Subscription

Municipality	2023 Subscription Credits Purchased	% of 2023 Credits Used YTD	2024 Subscription Credits Purchased	% of 2024 Credits Used YTD
Germantown	60	211%	60	20%

Municipality	2024 Level	Current Term Standard Fee	Previous Year Unused Credits	Discount	Revised 2024 Cost
Germantown	Leader	\$ 10,566.56	(66.87)	\$ -	\$ 10,566.56



e.d.w.c

YOUR GROWTH. OUR PASSION.

Thank you, Germantown, for being a valued subscriber!

...

APPENDIX

Background Materials from EDWC's 2023 Work with Your Development Commission



Germantown Economic Development Commission

Roots



PURPOSE (ORDINANCE)

“Stimulate and encourage **economic development** in the Village.”

STRUCTURE (ORDINANCE)

- **Membership:** 7 voting members who must be Germantown residents, business owners or community leaders. Two shall be Village Board members.
- **Terms:**
 - Village Board Members – shall serve during their term of office
 - Non-Board Members – 3 years; appointment at annual organizational mtg
- **Duties:**
 - Formulate and administer Village’s economic development program
 - Recommend an annual budget for its activities
 - Advise the Board on economic development matters as called upon
 - Engage in policy deliberations and make recommendations to Board

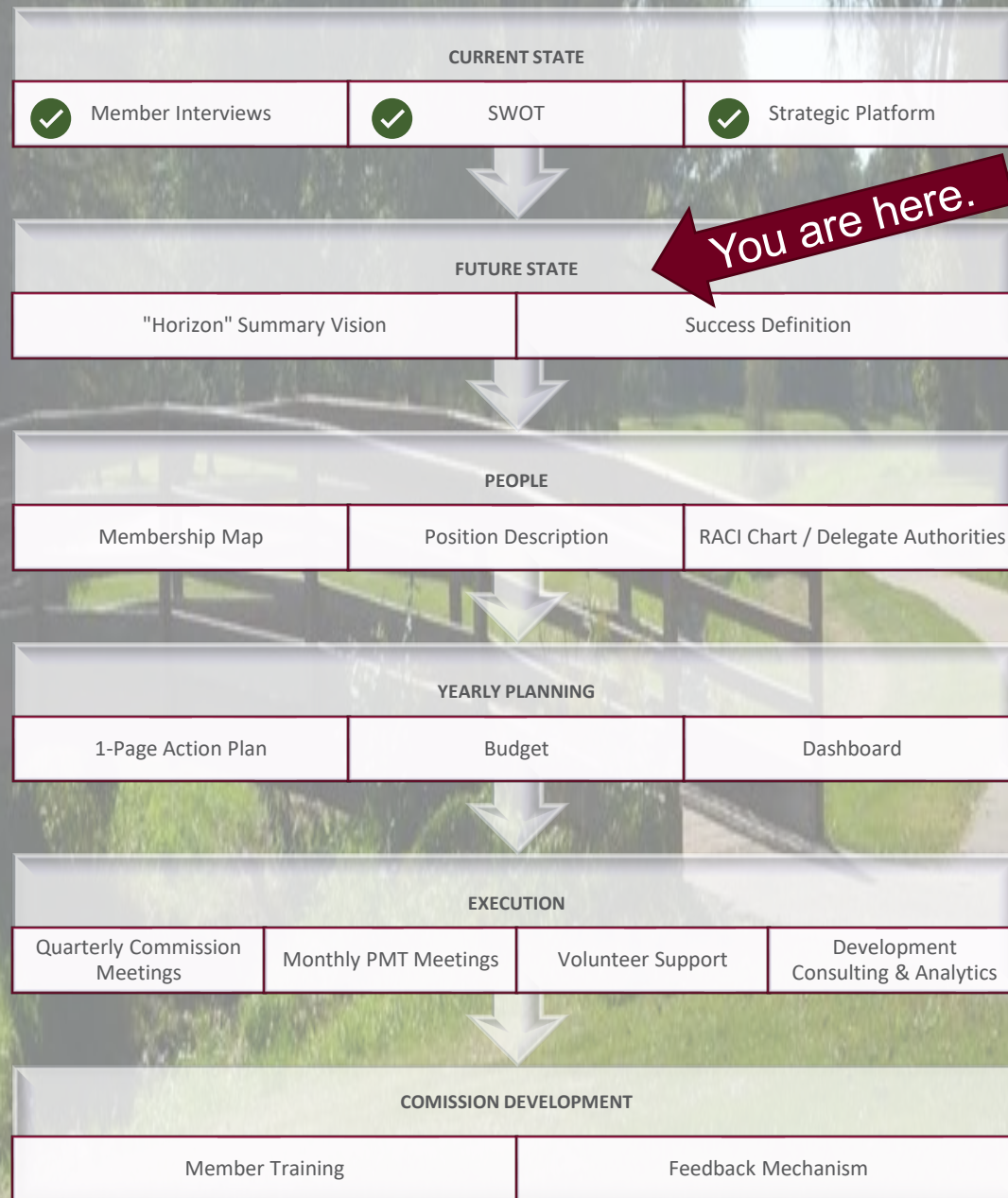
WHY WE’RE EVOLVING

- **Lack of clarity around mission & consensus on direction**

Members are not cohesively aligned around a shared approach and defined strategy that engages the commission in meaningful work to achieve desired economic development
- **Not fulfilling currently chartered duties**

Meetings have been limited in scope and frequency. Consequently, the commission’s true delegated authority is uncertain and impact on economic development nominal.

Ignite Process



Village Board Approved Foundation for EDC's Future



What type of role does the Commission want to have? (Decision Time)

Advise

- **Time Commitment** – Quarterly Meetings
- **Role** – Consultative Approach, Advisor to V. Administrator & Staff
- **Authority** – Planning Commission and V. Board are decision makers

Lead

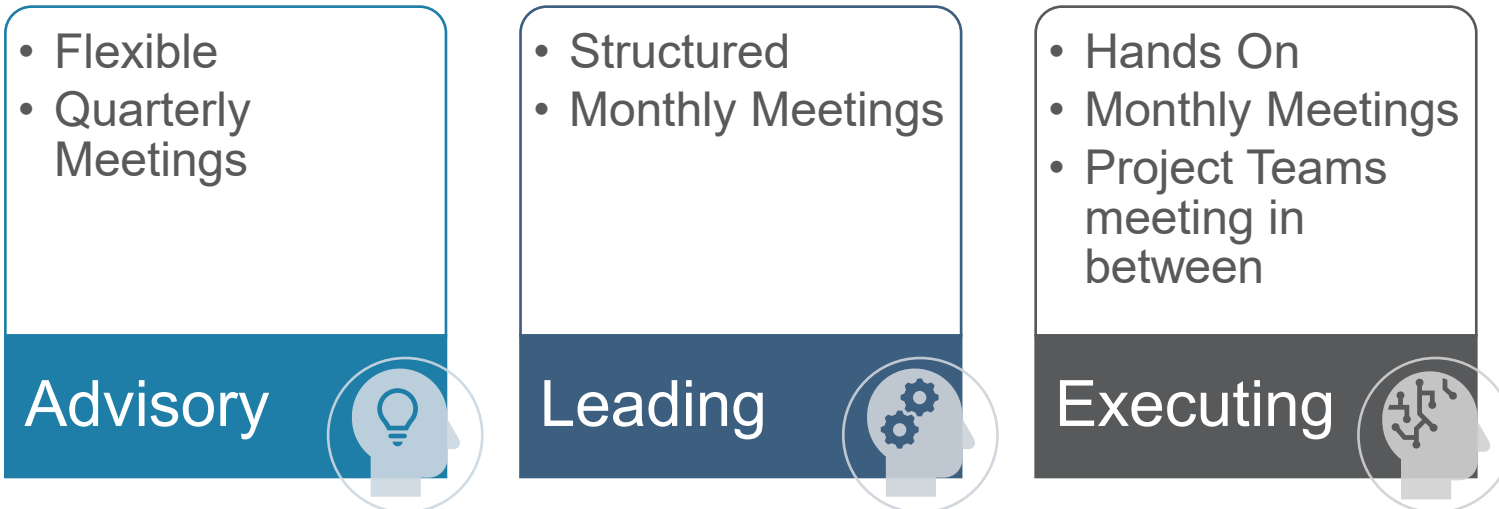
- **Time Commitment** – Monthly Scheduled Meetings
- **Role** – Provide support and guidance for V. Administrator & Staff
- **Authority** – Reports to the V. Board on progress, recommendations

Execute

- **Time Commitment** – Monthly Scheduled Meetings w/ additional Project Team meetings in between
- **Role** – Evaluating success, using metrics to measure progress and outcomes
- **Authority** – Decision making capabilities to execute on allocating resources, planning projects

Based on “Role” decision...

What is the meeting cadence going forward?



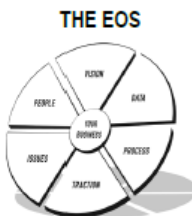
Outcomes and Next Steps

Decisions to be made

- Role the Commission wants to take
- Meeting cadence
- 2024 Action Plan
- Budget
- Deadlines for who's doing what?

Outcomes

(this space provided to document decisions and next steps)



Germantown Economic Development Commission



CORE VALUES	1. Results Focused 2. Balanced Growth 3. Financial Stewardship 4. Transparent Partnerships 5. Legacy Preservation	3-YEAR PICTURE
CORE FOCUS	Purpose: "Provide leadership to a cohesive economic development strategy that actively promotes economic growth, and mindfully balances the needs of businesses and neighborhoods while striving to preserve the legacy and history of the village." Our Niche: Highly respected partner for guiding economic development and redevelopment, consulted for its expert insights and recommendations on key development issues, policies and projects.	Future Date: December 31, 2027 Measurables: • Completed guidelines for using TID • Create and secure a sport complex. • Grow the partnership with the Chamber of Commerce. What does it look like?
2050 TARGET	• Creation of a Village Center by undertaking the "Next Steps" outlined in the 2050 Plan.	
MARKETING STRATEGY	Target Market: • Commercial developers of Southeast Wisconsin, who are experienced in revitalizing existing structures and motivated to realize specific opportunities in the village. • Local business leaders who are willing to lend their expertise by highlighting the potential for growth and available resources within the village. Differentiators: 1. Business Engagement – actively engage with the businesses through events, social media, and local initiatives. Build relationships and foster trust by demonstrating your commitment to the current businesses' economic well-being. 2. Identify the Needs and Preferences – determine the specific needs, challenges, and preferences of the existing businesses. Conduct surveys, interviews, or focus groups to gather insights directly from the businesses.	1. Collaboration and Partnerships: collaboration between local government, private sector entities, non-profit organizations, and educational institutions. 2. Increased Local Investment: increase in local and external investments across various industries. 3. Diverse and Resilient Economy: display diversity across various sectors, minimizing over-reliance on any one industry. Ensuring the local economy is more resilient to external shocks or downturns in specific sectors. 4. Enhanced Educational Opportunities: integrate initiatives aimed at improving access to quality education and skill development programs. Ensuring the local workforce remains competitive and adaptable to the evolving demands of the job market.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 7, 2024

PLACEMENT: Action Item

ITEM TITLE: Approval of a change order to JH Hassinger for Well 12 lining in the amount of \$154,580.20.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

Water Quality Investigations prepared a specification for lining the upper two fractures in Well 12 per the proposal approved by the Village Board. The specification was turned over to Foth and JH Hassinger and bids were received on the lining work. Two proposals were received:

JH Hassinger and Municipal Well and Pump: \$154,580.20

JH Hassinger and CTW: \$163,947.25

The work will be conducted under the JH Hassinger construction contract and will be executed as a change order to them.

ATTACHMENT:

1. PCI#5B - Municipal Well Liner

STAFF RECOMMENDATION:

Approval of a change order to JH Hassinger for Well 12 lining in the amount of \$154,580.20.

ACTION BY Committee:

N/A



PROJECT NAME: Germantown Well 12
PROJECT NUMBER: 24005
DATE: 10/1/2024
PCI #: 5B

To: Eve Schnell
Foth Infrastructure

Email: Eve.Schnell@foth.com
Phone: 414-336-7914

Potential Cost Impact (PCI) Proposal Request

Response Due By:

Description: Municipal price for well liner based on RFQ from WQI.

Self-Performed Work:

Description	Quantity	Labor			Materials	Equipment		Totals
		Total Hours	Hourly Rate	Total Labor	Total	Type	Total	
1 Superintendent on site	1	50	\$125.00	\$6,250.00				\$6,250.00
2								\$ -
3								\$ -
4								\$ -
5								\$ -
Subtotal								\$ 6,250.00
Overhead Profit & Markup (__ 15% __)								\$ 937.50
Total Contractor cost with markup								\$ 7,187.50

Subcontractors:

Description	Quantity	Total Hours	Hourly Rate	Total Labor	Material	Equipment Type	Equip Total	
1 Municipal Pricing	1							\$ 137,374.00
2 Building up								\$ 3,000.00
3								\$ -
4								\$ -
Subtotal								\$ 140,374.00
Subcontractor markup (__ 5% __)								\$ 7,018.70
Total Subcontractor cost with markup								\$ 147,392.70
Total								\$ 154,580.20

Schedule Impact: Days: Calendar / **Working** (Circle One)

Connor MacFarlan 10/1/24
Connor MacFarlan
Project Manager

Additional Comments:

Pricing is figured for building to be constructed around well prior to liner work.



Project Proposal

Re: Germantown Well 12 Liner - Revised

Item #	Item Description	Quantity	Units	Unit Price	Extended Price
1	Mobilization/Demobilization	1	LSUM	\$ 16,430.00	\$ 16,430.00
2	Furnish & Install 260' of 18" liner w/k-packer & bentonite	1	LSUM	38,860.00	38,860.00
3	Grouting mobilization, set up & demobilization	1	LSUM	19,510.00	19,510.00
4	Grout for liner & partial abandonment (includes 30% excess)	356	Bags	29.00	10,324.00
5	Well Development	1	LSUM	10,100.00	10,100.00
6	Test pumping w/water quality sampling	1	LSUM	38,980.00	38,980.00
7	Well Televising	2	EA	1,585.00	3,170.00
8				-	-
9				-	-
10	Add/deduct to perform work after walls up			2,000.00	-
11	Add/deduct to perform work after walls up & roof on			3,000.00	-
12				-	-
13				-	-
14				-	-
15				-	-
16				-	-
17				-	-
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47				-	-
48				-	-
Total Project Proposal					\$ 137,374.00

Dated: September 27, 2024

By:

Tom Piscitello

Tom Piscitello
Project Manager
Municipal Well & Pump

P.O. Box 311, Waupun, WI 53963 – Office: 920-324-3400 – Toll-Free: 800-383-7412 – Fax: 920-324-3431

www.municipalwellandpump.com

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 7, 2024

PLACEMENT: Resolution

ITEM TITLE: Resolution to Adopt the Washington County All Hazard Mitigation Plan

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Resolution Hazard Mitigation Plan

STAFF RECOMMENDATION:

ACTION BY Committee:

RESOLUTION NO. _____ -2024

RESOLUTION TO ADOPT THE WASHINGTON COUNTY ALL HAZARD MITIGATION PLAN

WHEREAS, the Village of Germantown recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted all hazard mitigation plan is required by FEMA as a condition of future grant funding for mitigation projects under FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, the Village of Germantown participated jointly in the planning process with Washington County, SEWRPC and other local units of government to prepare an All Hazard Mitigation Plan, which was made available for review and will reside permanently in the Washington County Office of Emergency Management; and

WHEREAS, the Wisconsin Emergency Management and Federal Emergency Management and Federal Emergency Management Agency, Region V, officials have reviewed the 2024 plan and approved it contingent upon this official adoption of the participating governing body; and

NOW THEREFORE, BE IT RESOLVED that the Village of Germantown hereby adopts the 2024 Washington County All Hazards Mitigation Plan as an official plan and do hereby endorse and agree to participate in the implementation of the Washington County All Hazard Mitigation Plan as it applies to this jurisdiction.

Date Adopted: _____, 2024.

Dean Wolter
Village President

ATTEST:

Donna Ott
Village Clerk

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 7, 2024

PLACEMENT: Action Item

ITEM TITLE: Rescheduling of November 4th Village Board Meeting to
Accommodate November 5th Election Preparations

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

The national presidential election is scheduled for Tuesday, November 5th. As a result, staff is requesting that the Monday November 4th Village Board meeting be rescheduled or canceled. If the Board would like to reschedule, I would recommend a date not during the week of November 4th. The Clerk's Office has other significant duties during the days following the election, that may reduce their capacity to prepare for a Board meeting that week.

ATTACHMENT:

STAFF RECOMMENDATION:

Cancel or reschedule the November 5th Village Board meeting.

ACTION BY Committee:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 7, 2024

PLACEMENT: Action Item

ITEM TITLE: Administrator Setting 2024 Performance Goals Update. The Village Board May Enter into Closed Session per Wis Stat § 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may reconvene into open session to take such action as it deems appropriate.

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

STAFF RECOMMENDATION:

ACTION BY Committee: