

MEETING: REGULAR MEETING OF THE VILLAGE BOARD
DATE & TIME: Monday, February 3, 2025 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/UCOYp0EgELzTCa9X_iCohyhQ

AGENDA

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **PRESIDENT'S REPORT:**
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST**
- VI. **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: January 20, 2025
 - B. Annual Insurance Liability Contract
 - C. Application for Appointment of Successor Agent: Kwik Trip #631, W188N10963 Maple Rd; Agent for Consideration: Tristain Sparks
 - D. Application for Temporary Class "B" Beer and "Class B" Wine Retailer's License - Deutschstadt Heritage Foundation's *Maifest* on 05/16/25-05/18/25 at Firemen's Park
- VIII. **UNFINISHED BUSINESS:**
 - A. Inadvertent application of summer sewer service credit to 4th quarter 2024 sewer bills
- IX. **PUBLIC HEARINGS:**
- X. **NEW BUSINESS:**
 - A. Blair and HeLayne Burkette, and Terrance and Kristie Kurtenbach, Property Owners, are requesting approval of a Certified Survey Map (CSM) to transfer 5.02 acres of land between two (2) existing parcels. Properties are located at

W148 N13372 Pleasant View Drive and approximately W148 N13310 Pleasant View Drive in the Rural Preservation District.

- B. Budget Amendment for Cyber Grant Received
- C. Police Union Contract and Negotiations. The Village Board may convene into Closed Session pursuant to Wis. Statute § 19.85(1)(e) for the purpose of deliberating or negotiating when competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.
- D. Firefighters Union Contract and Negotiations. The Village Board may convene into Closed Session pursuant to Wis. Statute § 19.85(1)(e) for the purpose of deliberating or negotiating when competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.
- E. Administrator Setting 2025 Performance Goals. 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.

Notice is given that a majority of the Economic Development Committee, Utility Advisory Committee, Tourism Commission, and/or Senior Advisory Committee may attend this meeting to gather information about an item over which they have decision-making responsibility. This may constitute a meeting of these bodies per State ex rel. Badke v Greendale Village Board, even though these bodies will not take formal action at this meeting.

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD
DATE AND TIME:	Monday, January 20, 2025 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 Village Board 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, President Dean Wolter, Trustee Meg Cutts

Also Present: Village Administrator Steve Kreklow, Village Attorney Brian Sajdak, Finance Director Matthew Uselding, Public Works Director Matt Mortwedt, Community Development Director Jeff Retzlaff, Chief Deputy Clerk Kasie Miller

- III. **PLEDGE OF ALLEGIANCE:**

- IV. **PRESIDENT'S REPORT:**

Village President Wolter spoke about Martin Luther King Jr. Day and Inauguration Day.

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

Trustees provided 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.)*

Lynn Schauer Bednarz (W156N10121 Pawnee Ct) spoke regarding the budget and development.

Steven Wesolowski (W169N10427 Pheasant Run) spoke regarding incorrect water bills.

Sarah Larson (W159N9737 Butternut Rd) spoke regarding water billing error and Blackstone Creek development.

Neil Risler (N106W14743 Harrison Cir) spoke regarding Consent Agenda Item G (Village's 2025 Paving Plan, 10-Year Road program, and 5-Year Sealcoating Program).

Steven Stapleman (N101W16478 Santa Fe) spoke regarding a land swap for Haupt Strasse Pickleball court area.

Doug Loman (W180N9881 Riversbend Cir W) spoke regarding Village Board agendas.

Kristen Borst (W151N10313 Windsong Cir W) spoke regarding apartment development.

Melanie Smythe (N140W17938 Cedar Ln) spoke regarding Blackstone Creek and land swap at Main St/Division Rd.

Scott Hefle (W159N10514 Old Farm Rd) spoke regarding Consent Agenda Item G (Village's 2025 Paving Plan, 10-Year Road program, and 5-Year Sealcoating Program), road grants, summer sewer credit, and land swap.

VII. CONSENT AGENDA:

Motion: Approve Items A-H as presented

Motioned By: Trustee Baum

Seconded By: Trustee Warren

Request: Pull Items G and H for discussion

Requested By: Trustee Jan Miller

Revised Motion: Approve Items A-F as presented

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

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

Motion: Approve Item G as presented

Motioned By: Trustee Jan Miller

Seconded By: Trustee Baum

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

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

Motion: Approve Item H as presented

Motioned By: Trustee Jan Miller

Seconded By: Trustee Rick Miller

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

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

- A. Minutes: January 6, 2025
- B. Purchase of 4 police squad cars from Ewald Ford for total purchase Price of \$193,276.00.
- C. Award of 2025 GIS Services to Ruekert & Mielke for an amount not to exceed \$45,125.00.
- D. Purchase of 2025 Wastewater pickup truck in an amount not to exceed \$81,000.00.
- E. Purchase of 2025 Highway Department pickup truck in an amount not to exceed \$71,000.00.
- F. Authorization to replace hydrants, replace valves, water main breaks, and water service repairs in 2025 up to identified amounts.
- G. Village's 2025 paving plan, 10-Year Road program, and 5-Year Sealcoating Program.
- H. Acceptance of the WISDOT Agricultural Road Improvement Program grant in the amount of \$2,581,888.00.

VIII. UNFINISHED BUSINESS

IX. PUBLIC HEARINGS:

X. NEW BUSINESS:

- A. Budget Amendment for Agricultural Road Improvement Program (ARIP) Grant

Motion: Approve as presented

Motioned By: Trustee Rick Miller

Seconded By: Trustee Kaminski

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

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

- B. Budget Amendment transferring \$83,901.69 of unencumbered and unspent funds from the 2024 road program.

Motion: Approve as presented

Motioned By: Trustee Baum

Seconded By: Trustee Jan Miller

Administrator Kreklow presented information on the options where to move the funds.

Motion to Amend: Place unspent funds toward purchasing brine equipment and lowering debt service

Motioned By: Trustee Warren

Seconded By: Trustee Kaminski

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

No: None

Abstain: None

Motion to Amend Carried by Voice Vote (Yes 8, No 0, Abstained 0)

Motion as Amended:

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

No: None

Abstain: None

Motion as Amended Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

- C. Award of a professional services agreement to TADI for an update to the 2020 traffic safety study in an amount not to exceed \$14,982.

Motion: Approve as presented
Motioned By: David Baum
Seconded By: Robert Warren

Motion to Amend: Push Item back to Public Works & Highways Committee to look for a funding source
Motioned By: Trustee Rick Miller
Seconded By: Trustee Baum

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, President Wolter, Trustee Cutts
No: None
Abstain: None

Motion to Amend Carried by Voice Vote (Yes 8, No 0, Abstained 0)

- D. Purchase of 2025 Highway Department patrol truck from Truck Country of Wisconsin / Burke Truck & Equipment for an amount not to exceed \$311,874.38.

Public Works Director Mortwedt requested the approval of the purchase of 2025 truck not to exceed \$311,874.38. He explained that the truck was in the budget for \$295,000, however not the brine attachment. New Business Item B approval will cover the cost of the brine attachment.

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

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, President Wolter, Trustee Cutts
No: Trustee Pieper, Trustee Jan Miller
Abstain: None

Motion Passed by Roll Call Vote (Yes 6, No 2, Abstained 0)

- E. Preliminary design for Division Road including typical sections and specific improvements.

Public Works Director Mortwedt presented the preliminary design for Division Road and answered the Board's questions.

Motion: Approve plan with exception of an added cost analysis to add a path on the west side of Division Rd and a parking lot by the ditch
Motioned By: Trustee Kaminski
Seconded By: Trustee Baum

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

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 8, No 0, Abstained 0)

- F. Inadvertent application of summer sewer service credit to 4th quarter 2024 sewer bills

Village Administrator Kreklow presented background information on the issue that occurred with Q4 sewer bills and provided options for moving forward.

Motion: Move this item to Utility Advisory Committee for recommendation

Motioned By: Trustee Rick Miller

Seconded By: Trustee Jan Miller

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

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 8, No 0, Abstained 0)

- G. An Ordinance Amending Section 14 (Building Code), Section (17 (Zoning Code), and Section 18 (Subdivision & Platting Code) of the Village of Germantown Municipal Code.

Community Development Director Retzlaff presented the ordinance and amendments.

Motion: Approve as presented

Motioned By: Trustee Baum

Seconded By: Trustee Warren

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

No: Trustee Pieper

Abstain: None

Motion Carried by Voice Vote (Yes 7, No 1, Abstained 0)

Motion 1: Enter into Closed Session for Items H and I

Motioned By: Trustee Pieper

Seconded By: Trustee Rick Miller

Motion 2: Suspend the rules to discuss Item I before Item H and hold the presentation of the proposed plans in open session

Motioned By: Trustee Cutts

Seconded By: Trustee Warren

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

No: None

Abstain: None

Motion 2 Carried by Voice Vote (Yes 8, No 0, Abstained 0)

- I. Exchange Agreement between Blackstone Creek, LLC and the Village for Tax Key No GTNV 211-979, GTNV 211-999 and GTNV 211-9983 located in the Village's Village Center District (generally in the area of Division Road and Main Street). The Village Board may convene into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.

Village Administrator Kreklow and Mr. Sedgewick of Blackstone Creek, LLC provided discussion on this item and were available to answer questions from trustees in Open Session. Trustees discussed the viability and desirability of pursuing the exchange agreement.

Motion 1: Postpone discussion until the Ethics Board considers the complaint filed against Mr. Sedgwick

Motioned By: Trustee Jan Miller

Seconded By: Trustee Cutts

Trustee Jan Miller retracted her motion to postpone.

Motion 2: Move item forward for further discussion

Motioned By: Trustee Jan Miller

Seconded By: Trustee Kaminski

Discussion ensued.

Motion 3: Call the Question

Motioned By: Trustee Pieper

Seconded By: Trustee Kaminski

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

No: None

Abstain: None

Motion 3 to Call the Question Carried by Voice Vote (Yes 8, No 0, Abstained 0)

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

No: None

Abstain: None

Motion 2 Carried by Voice Vote (Yes 8, No 0, Abstained 0)

Motion: Enter into Closed Session for Item I with the Village Administrator, the Village Attorney, and the Community Development Director

Motioned By: Trustee Pieper

Seconded By: Trustee Baum

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

No: Trustee Warren, Trustee Jan Miller, Trustee Cutts

Abstain: None

Motion Carried by Roll Call Vote (Yes 5, No 3, Abstained 0)

Motion: Enter into Closed Session for Item H with the Village Administrator, the Village Attorney, the Community Development Director, and Bailey Copeland

Motioned By: Trustee Rick Miller

Seconded By: Trustee Pieper

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

No: Trustee Jan Miller, Trustee Cutts

Abstain: None

Motion Carried by Roll Call Vote (Yes 6, No 2, Abstained 0)

The Village Board entered into Closed Session at 9:50 PM.

- H. Strategy Concerning Acquisition of Properties Located Generally at the Southeast Corner of Mequon and Pilgrim Road in the Village's Village Center District. The Village Board may convene into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.

Motion: Return to Open Session at 10:38 PM

Motioned By: Trustee Pieper

Seconded By: Trustee Rick Miller

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

No: None

Abstain: None

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

Motion: Direct staff to proceed as discussed in Closed Session

Motioned By: Trustee Pieper

Seconded By: Trustee Rick Miller

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

No: Trustee Jan Miller, Trustee Cutts

Abstain: Trustee Baum

Motion Carried by Roll Call Vote (Yes 5, No 2, Abstained 1)

XI. ADJOURNMENT:

Village President Wolter adjourned the Village Board meeting at 10:40 PM.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: February 3, 2025

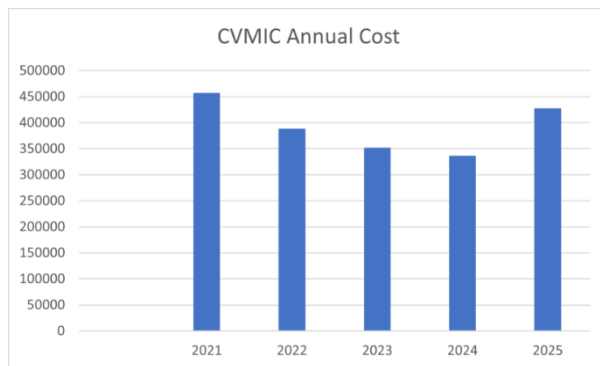
PLACEMENT: Action Item

ITEM TITLE: Annual Insurance Liability Contract

SUBMITTED BY: Erin Hirn, Support Services Manager

SUMMARY EXPLANATION:

As a reminder, The Village approved to continue with the CVMIC Insurance for Policy Years 2025 and 2026 on September 6, 2023. The cost is distributed into each department under object code 571000.



ATTACHMENT:

1. Invoice_2025Premium-Germantown

STAFF RECOMMENDATION:

This request is to approve the contract with CVMIC not to exceed \$427,988.

ACTION BY Committee:

Cities & Villages Mutual Insurance Company
 9898 W Bluemound Rd
 Wauwatosa, WI 53226
 2627845666

INVOICE



Invoice #:	2025Premium-Germantown
Invoice Date:	01/06/25
Amount Due:	\$255,688.00

Bill To:

Germantown, Village of
 United States

Due Date
02/03/25

Description	Amount
Auto Physical Damage Premium	\$73,536.44
Group Purchase - Crime	\$1,149.74
Group Purchase - EPLI	\$6,806.48
Group Purchase - Equipment Breakdown	\$4,168.96
Group Purchase - Excess 5x5	\$2,411.31
Group Purchase - Pollution	\$16,000.00
Liability Premium	\$94,182.00
Workers Compensation Premium - Quarterly bill	\$57,433.07

Total:	\$255,688.00
Payments:	\$0.00
Amount Due:	\$255,688.00

If you have any questions or need assistance with this invoice, please contact Lisa Taylor at CVMIC at 414-831-6009 or send an email to lisat@cvmic.com.

To pay online, go to <https://app02.us.bill.com/p/citiesvillagesmutualinsurancecompany>



Legal

PHONE 608-781-8988

FAX 608-793-6120

1626 Oak St., P.O. Box 2107

La Crosse, WI 54602

www.kwiktrip.com

January 21, 2025

Village Clerk
Village of Germantown
P.O. Box 337
Germantown, WI 53022-0337

RE: Agent Change
Kwik Trip 631
W188N10963 Maple Rd.

Dear Village Clerk:

A new manager, Tristain Sparks, has been assigned to take over leadership responsibilities of the Kwik Trip 631 convenience store. Therefore, we would like to appoint Tristain as the agent of the store.

Enclosed please find the completed Agent forms along with a \$10.00 check for the processing fee for this service. I would like to request that you include this on the agenda of your next Village Council meeting for consideration

Please contact me if you require anything further at DHafner@kwiktrip.com or [REDACTED] Thank you in advance for your assistance with this matter.

Yours truly,

Deanna Hafner
Licensing Agent

Enclosures

Form

CTV-102

Cigarette, Tobacco, and Electronic Vaping Device
Appointment of Agent

Date

Agent Type (check one) Original ☒ Change

Part A: Agent Information

1. Last Name Sparks	2. First Name Tristain	3. M.I. R.
4. Email LicensingDept@kwiktrip.com	5. Phone 608-606-1097	
6. Home Address [REDACTED]		
7. City [REDACTED]	8. State [REDACTED]	9. Zip Code [REDACTED]
10. Date of Birth [REDACTED]	11. Driver's License/State ID Number [REDACTED]	12. Driver's License/State ID State of Issuance [REDACTED]

Part B: Questions

1. Have you completed Form CTV-101, Cigarette, Tobacco, and Electronic Vaping Device License - Individual Questionnaire? Submit a completed Form CTV-101 with this form. ☒ Yes ☐ No
2. If this is a change of agent, please describe the reason for the agent change. Attach additional sheets if necessary.
- New manager assigned to oversee the store.

Part C: Business Information

1. Legal Business Name (individual name if sole proprietor) Kwik Trip, Inc.		
2. Business Trade Name or DBA Kwik Trip 631		
3. Entity Type (check one) ☐ Limited Liability Company ☒ Corporation		
4. Premises Address W188N10963 Maple Rd		
5. City Germantown	6. State WI	7. Zip Code 53037

Part D: Attestations

READ CAREFULLY BEFORE SIGNING: I, the Licensee, authorize the above-named individual to act for the above-named corporation or limited liability company with full authority and control of the premises and of all business relative to cigarettes, tobacco products, and/or electronic vaping devices conducted therein. I certify that I am authorized by the entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I 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 of Licensee (officer, member, or authorized signatory) Scott P. Zietlow	Date 01/21/2025
Name of Person Signing for Licensee Scott P. Zietlow	Title President

READ CAREFULLY BEFORE SIGNING: I, the Agent, hereby accept this appointment as agent for the above-named corporation or limited liability company and assume full responsibility for the conduct of all business relative to sales of cigarettes, tobacco products, and/or electronic vaping devices conducted on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this form, and that any person who knowingly provides materially false information on this form may be required to forfeit not more than \$1,000 if convicted.

Signature of Agent Tristain Sparks	Date 1/21/25
---------------------------------------	-----------------

CTV-102 (N, 2-24)

Wisconsin Department of Revenue

Form

CTV-101

Cigarette, Tobacco, and Electronic Vaping Device License - Individual Questionnaire

Date

Part A: Business Information

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

Kwik Trip, Inc.

2. Business Trade Name or DBA

Kwik Trip 631

3. Entity Type (check one)

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

1. Name (Last)

Sparks

2. Name (First)

Tristain

3. Name (M.I.)

Ray

4. Relationship to Business (Title)

Agent

5. Email

LicensingDept@kwiktrip.com

6. Phone

7. Home Address

8. City

9. State

10. Zip Code

11. Date of Birth

12. Driver's License/State ID Number

13. Driver's License/State ID State of Issuance

WI

Part C: Individual's Address History

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

Previous Address 1

State		County		State		County		State		County	
[Redacted Address Information]											

Previous Address 2

If applicable, 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 Address Information]							

Continued

Wisconsin Department of Revenue

CTV-101 (NL 2-24)

Part D: Individual's Criminal History

1. Have you ever been convicted of any offenses (other than traffic offenses) 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:

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

2. Are charges for any offenses currently pending against you (other than traffic offenses) 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: Affidavit by Individual

READ CAREFULLY BEFORE SIGNING: I 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 an application for cigarette, electronic vaping devices, and tobacco products retail license may be required to forfeit not more than \$1,000 if convicted. I declare under penalties of the law that I have examined this information, and, to the best of my knowledge, it is true, correct, and complete to the best of my knowledge and belief.

Signature: *Justin Spind* Date: *1/21/25*

Part F: Licensing Authority Approval

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, this individual qualifies to serve in the reported role with the above-named business.

Name of Local Official	Title
Signature of Local Official	Date

Alcohol Beverage
Appointment of Agent

Date

Agent Type (check one)

☐ Original (no fee)☒ Successor (\$10 fee for municipal licensees only)

Part A: Business Information

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

Kwik Trip, Inc.

2. Business/Trade Name or DBA

Kwik Trip 631

3. Entity Type (check one)

☐ Limited Liability Company☒ Corporation☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

☒ Municipal Retail License☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

New manager assigned to oversee the store.

Part B: Agent Information

1. Last Name

Sparks

2. First Name

Tristain

3. M.I.

R.

4. Email

LicensingDept@kwiktrip.com

5. Phone

8. State

9. Zip Code

10. Age

27

11. Drivers License/State ID Number

12. Drivers License/State ID State of Issuance

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement?
Submit proof of completion.☒ Yes ☐ No2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire?
Submit a completed Form AB-100 with this form.☒ Yes ☐ No3. Have you been a Wisconsin resident for at least 90 continuous days?
See instructions for exceptions.☒ Yes ☐ No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I 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 Zietlow	First Name Scott	M.I. P
Title CEO/President	Email LicensingDept@kwiktrip.com	Phone [REDACTED]
Signature <i>Scott P. Zietlow</i>		Date 01/21/2024

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. 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 Sparks	First Name Tristain	M.I. R
Signature <i>Tristain Sparks</i>		Date 1/21/25

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) Kwik Trip, Inc.	
2. Business Trade Name or DBA Kwik Trip 631	
3. Entity Type (check one) ☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization	

Part B: Individual Information		
1. Last Name Sparks	2. First Name Tristain	3. M.I. R.
4. Relationship to Business (Title) Agent	5. Email LicensingDept@kwiktrip.com	6. Phone [REDACTED]
7. Home Address [REDACTED]		
8. City [REDACTED]	9. State [REDACTED]	10. Zip Code [REDACTED]
11. Date of Birth [REDACTED]		
12. Drivers License/State ID Number [REDACTED]		13. Drivers License/State ID State of Issuance [REDACTED]

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: Entire Months: Life	
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.	
Previous Address	State Zip Code
[REDACTED]	
724 Worthington Ct. Unit A West Bend	
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.	
State County	State County
[REDACTED]	[REDACTED]

Continued →

Wisconsin Department of Revenue

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: D. M. Thompson

Date: 1/21/25

DRIVER LICENSE
REGULAR

USA
WISCONSIN



4d

CLASS D

1 SPARKS
2 TRISTAIN RAY



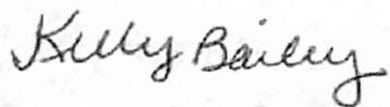
Wisconsin Responsible Beverage Seller/Server Training

TRISTAIN SPARKS

has met all training requirements and successfully completed the above course and/or exam.

Certification Number: SL175433

Date of Completion: 06/09/2023



Authorized Signature

This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats. Present this certificate to your local municipal clerk's office to receive your Operator's or Retail license.

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

**City of West Bend
"Class A" Retail
Combination License**

**For the sale of
FERMENTED MALT BEVERAGES AND INTOXICATING LIQUORS**

**License no:
2024 1
Fee:
\$700.00**

WHEREAS, the local governing body of the City of West Bend, County of Washington, Wisconsin, has, upon application duly made, granted and authorized the issuance of a Retail Class "A" License to:

KWIK TRIP, INC, Tristain Ray Sparks, Agent

PO Box 2107
LA CROSSE, WI 54602

to sell Fermented Malt Beverages as defined by and pursuant to Section 125.26 of the Statutes of the State of Wisconsin and Local Ordinances and the said applicant has paid to the treasurer the sum of \$200.00 for such Class "A" Retailers Fermented Malt Beverage License as required by local ordinances,

AND WHEREAS, the local governing body has granted and authorized the issuance of a "Class A" Intoxicating Liquor License to said applicant to sell intoxicating liquor as defined in and pursuant to Chapter 125 of the Statutes of the State of Wisconsin and local ordinances and the said applicant has paid to the Treasurer the sum of \$500.00 for such "Class A" Intoxicating Liquor License as provided by local ordinances and has complied with all the requirements necessary for obtaining such licenses,

LICENSES ARE HEREBY ISSUED to said applicant to sell, deal and traffic in, at retail, Fermented Malt Beverages and Intoxicating Liquors at the following described premises:

Kwik Trip #1058
1280 E Paradise Dr
West Bend, WI 53095

Location:
One-story frame construction with storage in lockable walk-in cooler & cabinetry on sales floor and behind sales counter which is secured during non-sales hours.

for the period from 7/01/2024 to 6/30/2025.

Given under my hand and the Seal of the City of West Bend, County of Washington, this 16th day of July, 2024.

(Corporate Seal)


Jilline Dobratz, City Clerk

This license must be FRAMED and POSTED IN A CONSPICUOUS PLACE in the room where Fermented Malt Beverages and Intoxicating Liquors are sold or served.

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

Part A: Organization Information		
1. Organization Name Deutschstadt Heritage Foundation		
2. Organization Permanent Address N112 W16240 Mequon Rd		
3. City Germantown	4. State WI	5. Zip Code 53022
6. Mailing Address (if different from permanent address)		
7. FEIN 39-1619261	8. Date of Organization/Incorporation 07/01/88	9. State of Organization/Incorporation WI
10. Phone (414) 403-8427	11. Email maifestgermantown@gmail.com	
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)		

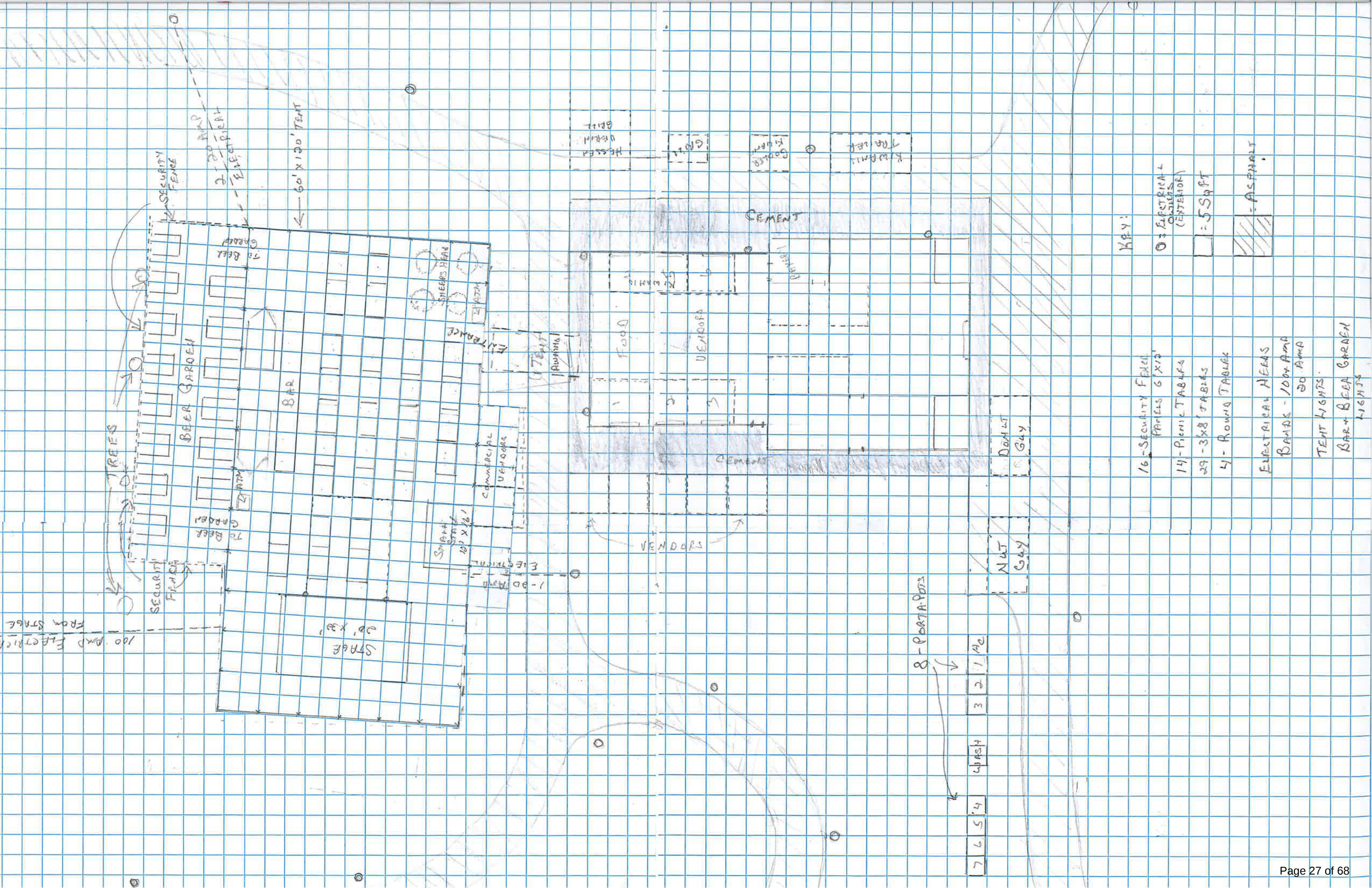
Part B: Individual Information			
List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary. Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).			
Last Name	First Name	Title	Phone
Hargan	Charlie	President	
Miller	Ken	Vice President	
Lastrilla	Judy	Secretary	
Danczyk	Michelle	Treasurer	

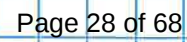
Continued →

Part C: Event Information			
1. Name of Event (if applicable) Maifest			
2. Dates of Operation 05-16, 05-17, 05-18-25		3. Hours of Operation varies each day <i>16th: 5pm-12pm 17th 11am-12pm 18th 12pm-8pm</i>	
4. Premises Address Fireman's Park, Park Ave.			
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)		12. Email and/or Phone Number for Organizer of Event maifestgermantown@gmail.com	
13. Organizer Website maifestgermantown.org		14. Event Website	
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. See attached <i>(60'x20' tent erected by event organizer)</i> <i>Sold: created 60x120 tent bar areas Records: behind bar in 60x120 tent Stored: Locked trailers behind bar in tent Consumed: Beer Garden area + Fireman's park.</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 Miller	First Name Ken	M.I.
Title Vice President	Email maifestgermantown@gmail.com	Phone [REDACTED]
Signature <i>[Signature]</i>		Date 11/25/2025

Part E: For Clerk Use Only	
Date Application Was Filed With Clerk 1/20/25 RH 829-0092	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk	





BUSINESS OF THE VILLAGE BOARD

MEETING DATE: February 3, 2025

PLACEMENT: Action Item

ITEM TITLE: Inadvertent application of summer sewer service credit to 4th quarter 2024 sewer bills

SUBMITTED BY: Steve Kreklow, Administrator, Matthew Uselding, Finance Director

SUMMARY EXPLANATION:

Utility bills for the 4th quarter of 2024 were finalized and distributed the last week of December. Customers who received their bills by mail probably received them sometime during the first week of January. While processing in-person payments, the utility billing clerk received a customer complaint on Thursday of that week that their bill had been calculated incorrectly. The clerk reviewed the bill and told the customer she would relay his concerns to the Finance Director.

When the Finance Director reviewed the bill, he concurred that the bill was incorrect. The Finance Department had not received any other similar complaints at that time. He informed Tyler Munis of the issue, asking them to troubleshoot, and began checking other bills to determine the extent of the problem. The Finance Director continued researching the issue to determine the extent of the issue so that he had information before he informed me.

After further research, we confirmed that the summer sewer service credit was incorrectly applied to 1,625 bills out of our approximately 5,000 residential customers. No households were overbilled. On average these customers were underbilled by \$30.57. The total underbilled amount was approximately \$49,000. The table below shows the distribution of the amount of the error on these bills:

Unbilled Amount	Number of Accounts
\$0-\$10	655
\$10-\$50	686
\$50-\$100	189
\$150-\$250	86
\$250	9

We have two options for addressing the error. 1. We could inform each of the 1,625 accounts that were underbilled of the amount that they were underbilled and add that amount to their 1st quarter 2025 bill that is sent out in late March. 2. We could write the loss off and forgive each account for the amount they were underbilled. The \$49,000 loss would not be a material loss to the sewer utility.

Staff is also working with Tyler Munis to identify the cause of the billing error to take

steps to ensure that error does not occur again. In our initial review of the 4th quarter billing process, we have not identified any human errors that could have led to incorrect application of the summer sewer service credit. As of the posting of this agenda packet, Tyler Munis had not completed their review to help identify the cause.

At the January 20th Village Board meeting, the Board directed that the item be referred to the Utility Advisory Committee for review and recommendation. The Committee subsequently passed a motion recommending that the Village Board direct staff to issue a separate bill to the affected residents, accompanied by a letter explaining the issue. A draft of the letter is attached for review.

ATTACHMENT:

1. DRAFT - UB 4th Quarter Bill Adjustment Letter

STAFF RECOMMENDATION:

No recommendation.

ACTION BY Committee:

Village of



Germantown

Finance Department

N112W17001 Mequon Road, PO Box 337

Germantown WI 53022-0337

Phone (262)250-4740

FAX (262)253-8255

[Resident Name]
[Resident Address]
[City, State, ZIP]

Subject: Adjustment to Your Utility Bill

Dear [Resident Name],

We are reaching out to inform you of a billing issue that has affected your utility account. During a recent review, we identified an error that resulted in an undercharge on your previous utility bill. To correct this, a separate bill has been issued reflecting the additional amount due.

Enclosed, you will find a detailed breakdown of the adjustment. The total additional amount due is **[\$XX.XX]**, and payment is required by **[Due Date]**. Please ensure this payment is made by the due date to avoid any penalties.

We understand that unexpected billing adjustments can be inconvenient, and we appreciate your understanding as we work to ensure accuracy in our utility billing. If you have any questions or need further clarification, please contact Finance Director Matthew Uselding at 262-250-4777 or muselding@germantownwi.gov. Our staff is available to assist you.

Thank you for your prompt attention to this matter and for being a valued member of our community.

Sincerely,

Matthew Uselding

Matthew Uselding
Finance Director
Village of Germantown

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: February 3, 2025

PLACEMENT: Action Item

ITEM TITLE: Blair and HeLayne Burkette, and Terrance and Kristie Kurtenbach, Property Owners, are requesting approval of a Certified Survey Map (CSM) to transfer 5.02 acres of land between two (2) existing parcels. Properties are located at W148 N13372 Pleasant View Drive and approximately W148 N13310 Pleasant View Drive in the Rural Preservation District.

SUBMITTED BY: Jordan Yanke, Associate Planner

SUMMARY EXPLANATION:

Blair and HeLayne Burkette, and Terrance and Kristie Kurtenbach, Property Owners, are requesting approval of a Certified Survey Map (CSM) to transfer 5.02 acres of land between two (2) existing parcels. Properties are located at W148 N13372 Pleasant View Drive and approximately W148 N13310 Pleasant View Drive in the Rural Preservation District.

ATTACHMENT:

1. STAFF REPORT_BURKETTE-KURTENBACH CSM
2. APPLICATION
3. PROJECT SUMMARY
4. CERTIFIED SURVEY MAP
5. STAFF REVIEW MEMO

STAFF RECOMMENDATION:

APPROVE the proposed 2-lot Certified Survey Map (CSM) for the Burkette and Kurtenbach properties, subject to (1) condition.

ACTION BY Committee:

Plan Commission recommended to **APPROVE** the 2-lot Certified Survey Map (CSM), subject to (1) condition.

CERTIFIED SURVEY MAP (CSM)

02/03/25 Village Board Meeting

Blair & HeLayne Burkette / Terrance & Kristie Kurtenbach

Village Staff Report & Recommendation

Germantown, Wisconsin

SUMMARY

Blair and HeLayne Burkette, and Terrance and Kristie Kurtenbach, Property Owners, are requesting approval of a Certified Survey Map (CSM) to transfer 5.02 acres of land between two (2) existing parcels. Properties are located at W148 N13372 Pleasant View Drive and approximately W148 N13310 Pleasant View Drive in the Rural Preservation District.

Location: W148 N13372 Pleasant View Drive
W148 N13310 Pleasant View Drive (Approximate Address)

Applicant/Owner: Blair & HeLayne Burkette Terrance & Kristie Kurtenbach
W148 N13302 Pleasant View Dr W148 N13372 Pleasant View Dr
Germantown, WI 53022 Germantown, WI 53022

Zoning: A-2 Agricultural District

Adjacent Land Uses		Zoning
North	Residential	A-2
South	Agricultural	A-1
East	Residential/Agricultural	A-1
West	Residential/Agricultural	A-2

Location Map



Proposal

Blair and HeLayne Burkette, and Terrance and Kristie Kurtenbach, Property Owners, are requesting approval of a Certified Survey Map (CSM) to transfer 5.02 acres of land between two (2) existing parcels. Properties are located at W148 N13372 Pleasant View Drive and approximately W148 N13310 Pleasant View Drive in the Rural Preservation District.

The CSM is comprised of two (2) parcels totaling 27.57 acres. The purpose of the CSM is to transfer 5.02 acres of property from one existing parcel to another, meaning no new parcels are being created. Below is a table summarizing the before and after in terms of the lots and their acreage amounts:

OWNER	BEFORE CSM	AFTER CSM
KURTENBACH	10.10 ACRES	15.12 ACRES (LOT 1)
BURKETTE	17.47 ACRES	12.45 ACRES (LOT 2)

Staff Comments**Community Development: Planning & Zoning**

The existing parcels subject to the proposed Certified Survey Map (CSM) are currently zoned A-2 Agricultural District and meet applicable development standards. The proposed lots will maintain the same zoning designation and will comply with A-2 Agricultural District requirements. No change in access to the lots is proposed as part of this CMS, which is strictly a transfer of acreage between two (2) existing parcels.

Village Surveyor

The Village Surveyor has identified a series of minor technical corrections in a November 30, 2024, memo that will need to be addressed by the applicant in a revised CSM prior to recording.

VILLAGE STAFF RECOMMENDATION

APPROVE the proposed 2-lot Certified Survey Map (CSM) for the Burkette and Kurtenbach properties located at W148 N13372 Pleasant View Drive and W148 N13310 Pleasant View Drive (approximate address), subject to the following condition:

1. All technical issues and corrections identified by the Village Surveyor (see November 30, 2024, memo from Bob Beilfuss, PLC) shall be addressed and reflected in a revised CSM reviewed and approved by Village staff prior to recording.



Village of



Germantown
...Willkommen

Fee must accompany application

☐ \$2,900 with public improvements

☒ \$1,960 no public improvements

Paid CR Date 11/5/24
CHK# 1087

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

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

1 APPLICANT OR AGENT

Blair and HeLayne Burkette

Terrance and Kristie Kurtenbach

Phone (920) 279-0715

Fax (414) 531-7378 (Terry)

E-Mail layneburkette@gmail.com

PROPERTY OWNER

Blair and HeLayne Burkette

Terrance and Kristie Kurtenbach

Phone (920) 279-0715 (Layne)

(414) 531-7378 (Terry)

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

2

Near W148N13302 + W148N13372 Pleasant View Dr

111988

3

PURPOSE OF LAND SPLIT

Portion of parcel to be absorbed into neighboring parcel

Will the land split require rezoning?

No

From

To

4

READ AND INITIAL THE FOLLOWING:

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

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

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

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

5

SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Layne Burkette 11/5/24
Applicant

Date

Owner

Date

Burkette/Kurtenbach CSM Information

Excerpt from email dated 9/22/24: Jeff- We discussed this with our neighbor, Terry Kurtenbach, this weekend, who stated he is able to absorb the 5.02 acres from Parcel 111988 (17.47 acres), into his personal property- Parcel #111987 (11 acres).

Parcel #111988 would then stay as is, becoming a 12.45 acre parcel, that would be as it is named under Pleasant View Acres, LLC (Pheasants Unlimited is Terry).

No new parcels would be created.

Certified Survey Map No. _____

Part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 9 North,
Range 20 East, Village of Germantown, Washington County, Wisconsin.

Surveyor:

Richard Simon
5080 Fairy Chasm
West Bend, WI 53095
rls2698@gmail.com
(262) 424-5630

Owners:

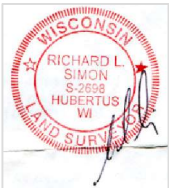
PLEASANT VIEW PARADISE LLC
BLAIR J BURKETTE
HELAYNE H BURKETTE
W148 N13302 PLEASANT VIEW DR
GERMANTOWN, WI 53022

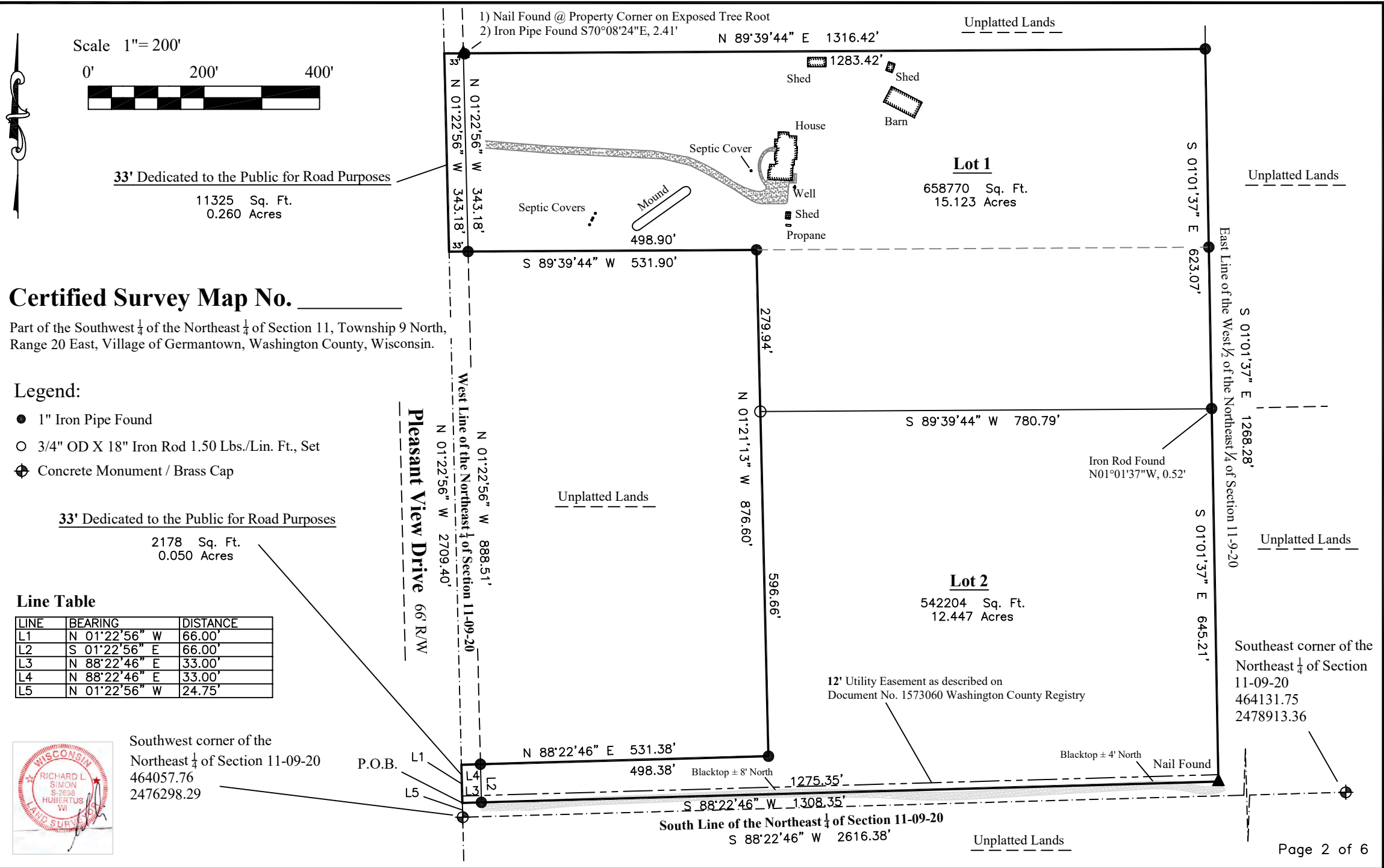
Owners:

PHESANTS UNLIMITED PROPERTIES LLC
TERRANCE J KURTENBACH
KRISTIE K KURTENBACH
W148 N13372 PLEASANT VIEW DR
GERMANTOWN, WI 53022-0000

Notes:

- 1) In providing this boundary survey no attempt has been made to obtain or show data concerning the existence of any utility on the site, whether private, municipal, or public owned.
- 2) Bearings are referenced to the South Line of the Northeast $\frac{1}{4}$ of Section 11-09-20, bearing N 88°22'46" E. (State Plane Coordinate System South Zone (NAD 83)).





Certified Survey Map No. _____

Part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

Legend:

- 1" Iron Pipe Found
- 3/4" OD X 18" Iron Rod 1.50 Lbs./Lin. Ft., Set
- ⊕ Concrete Monument / Brass Cap

33' Dedicated to the Public for Road Purposes

2178 Sq. Ft.
0.050 Acres

Line Table

LINE	BEARING	DISTANCE
L1	N 01°22'56" W	66.00'
L2	S 01°22'56" E	66.00'
L3	N 88°22'46" E	33.00'
L4	N 88°22'46" E	33.00'
L5	N 01°22'56" W	24.75'



Southwest corner of the
Northeast $\frac{1}{4}$ of Section 11-09-20
464057.76
2476298.29

P.O.B.

L1

L5

L4

L3

Certified Survey Map No. _____

Part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

Surveyor's Certificate

I, Richard L Simon, Professional Land Surveyor, hereby certify that I have Surveyed:

Part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

Described as follows:

Part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

Commencing at the Southeast corner of said Northeast $\frac{1}{4}$, thence S88°22'46"W along the South line of said Northeast $\frac{1}{4}$, 2616.38 feet to the Southwest corner of said Northeast $\frac{1}{4}$; thence N01°22'56"W along the West line of said Northeast $\frac{1}{4}$, 24.75 feet to the point of beginning of this description; thence continuing N01°22'56"W along said West line, 66.00 feet; thence N88°22'46"E, 531.38 feet; thence N01°21'13"W, 876.60 feet; thence S89°39'44"W, 531.90 feet to a point on said West line; thence N01°22'56"W along said West line, 343.18 feet; thence N89°39'44"E, 1316.42 feet to a point on the East line of the West $\frac{1}{2}$ of said Northeast $\frac{1}{4}$; thence S01°01'37"E along said East line, 1268.28 feet; thence S88°22'46"W, 1308.35 feet to the point of beginning of this description.

Said description contains 1214477 Sq. Ft or 27.881 Acres

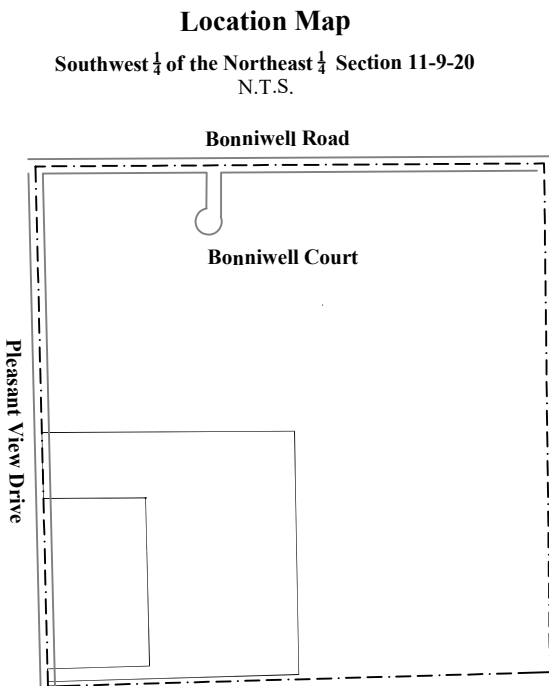
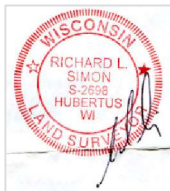
That I have made such survey, division, dedication, and map by the direction of Blair J Burkette and Helayne H Burkette, signors for Pleasant View Paradise LLC. and Terrance J Kurtenbach and Kristie K Kurtenbach, signors for Phesants Unlimited Properties, LLC.

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

That I have fully complied with provisions of s. 236.34 of the Wisconsin Statutes and Chapter 18 of the Village of Germantown Subdivision Control Ordinance in in surveying, dividing, dedicating, and mapping the same.

Dated this 30th day of October, 2024
Revised this 18th day of December, 2024

Richard L Simon, P.L.S. #2698
Cornerstone Land Surveying
5080 Fairy Chasm Road
West Bend, WI 53095
262-424-5630



Certified Survey Map No. _____

Part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 9 North,
Range 20 East, Village of Germantown, Washington County, Wisconsin.

Owner's Certificate

We, Blair J Burkette and Helayne H Burkette, signors for Pleasant View Paradise LLC. do hereby certify that we caused the land described in the foregoing affidavit of Richard L. Simon , Surveyor, to be surveyed, divided, dedicated and mapped as represented on this Certified Survey Map. As Owners, we hereby dedicate that part of Pleasant View Drive to the Village of Germantown for public road purposes as represented on Sheet 2 of 6 of this Certified Survey Map.

WITNESS the hand and seal of said Signer, this _____ day of _____, _____

Blair J Burkette

Helayne H Burkette

State of Wisconsin) SS

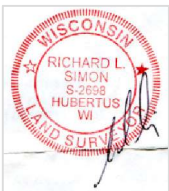
_____ County)

Personally came before me this _____ day of _____, _____, the above named Blair J Burkette and Helayne H Burkette, signors for Pleasant View Paradise LLC. to me, known to be the people who executed the foregoing instrument and acknowledge the same.

Notary Public

_____ County, State of Wisconsin

My commission expires: _____



Certified Survey Map No. _____

Part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 9 North,
Range 20 East, Village of Germantown, Washington County, Wisconsin.

Owner's Certificate

We, Terrance J Kurtenbach and Kristie K Kurtenbach, signors for Phesants Unlimited Properties, LLC., do hereby certify that we caused the land described in the foregoing affidavit of Richard L. Simon , Surveyor, to be surveyed, divided, dedicated and mapped as represented on this Certified Survey Map. As Owners, we hereby dedicate that part of Pleasant View Drive to the Village of Germantown for public road purposes as represented on Sheet 2 of 6 of this Certified Survey Map.

WITNESS the hand and seal of said Signer, this _____ day of _____, _____

Terrance J Kurtenbach

Kristie K Kurtenbach

State of Wisconsin) SS

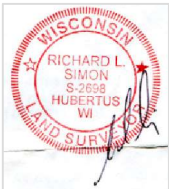
_____ County)

Personally came before me this _____ day of _____, _____, the above named
Terrance J Kurtenbach and Kristie K Kurtenbach, signors for Phesants Unlimited Properties, LLC., to me, known to be the people
who executed the foregoing instrument and acknowledge the same.

Notary Public

_____ County, State of Wisconsin

My commission expires: _____



Certified Survey Map No. _____

Part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 9 North,
Range 20 East, Village of Germantown, Washington County, Wisconsin.

Village of Germantown Planning Commission Approval

This Certified Survey Map is hereby approved by the Planning Commission of the Village of Germantown on this

_____ day of _____, 20____

Dean Wolter, Chairman Dated

Deborah J. Remich, Secretary Dated

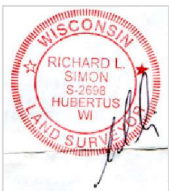
Village of Germantown Board Approval

This Certified Survey Map, being a division of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 9 North,
Range 20 East, Village of Germantown, Washington County, Wisconsin, having been approved by the Planning
Commission being the same, is hereby approved and the dedication of that part of Pleasant View Drive for public road
purposes as shown on Sheet 2 of 6 is hereby accepted by the Village Board of Trustees of the Village of Germantown on

this _____ day of _____, _____

Dean Wolter, Village President Dated

Donna Ott, Village Clerk Dated



To: Kevin Driscoll, Village Engineer

CC: Jeff Retzlaff Village Planner

From: Bob Beilfuss, PLS

Date: November 30, 2024

Re: Burkette-Kurtenbach CSM

Kevin and Jeff,

Here are my review comments for the CSM received from Blair and Helayne Burkette and Terrance and Kristie Kurtenbach.

Certified Survey Map

Applicant or Owner: Blair and Helayne Burkette and Terrance and Kristie Kurtenbach

Land Surveyor/Firm: Richard Simon, PLS

1. The Village Clerks name is Donna Ott. Please correct the Village Board approval certificate accordingly. Page 6 of 6.
2. The secretary of the Planning Commission is Deborah J. Remich. Please correct the Village Planning Commission approval certificate accordingly. Page 6 of 6.
3. These two properties are located in the Southwest ¼ of Northeast ¼ and not the Northwest ¼ as stated in numerous places of the document such as on the header of each sheet, sheet 2 of 6 (map sheet), Surveyor's certificate, both Owner's certificates and the Village of Germantown Board Approval certificate. This needs to be corrected and resubmitted.
4. Are these properties free of a mortgage or does a lender have an interest in the properties in which case, a certificate of mortgagee will be required. The two owners need to provide written proof from the lender that they have no remaining interest in the property.
5. Easement Document No. 1573060 recorded on 12/16/2022 is not shown on the document and is required by Chapter 236.20(2)(f) and Chapter 236.34 (1m)©
6. Missing from document a small drawing of the section or governmental subdivision of the section in which the subdivision lies with the location of the subdivision indicated thereon or, if approved by the department, a location sketch showing the relationship of the subdivision to existing streets. The drawing or sketch shall be oriented on the sheet in the same direction as the main drawing as required in Chapter 236.20(3)(C)

7. The location of the Center of Section of Section 11-9-20 and the East ¼ corner of said Section are depicted with a symbol, but that symbol is not shown in the legend and there is no description as to the type of monument that was found marking those two corners.

No further review comments.

Document Approval and Recording

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

This includes the CADD file.

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

Document Submittals and Data Conversion

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

Prior to Recording the Certified Survey Map or Subdivision Plat

The professional land surveyor is responsible for submitting a copy of the AutoCAD drawing file (.dwg) of the document in version 2023 via email to the Village Surveyor for mapping purposes.

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

Sincerely,

Point Land Surveying & Mapping

Bob Beilfuss

Bob Beilfuss, P.L.S.
Principle

Professional Land Surveying and Mapping Services
W174 N9467 Joper Road, Menomonee Falls, Wisconsin, 53051
262-250-8003 office pointlandsurveying@gmail.com email

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: February 3, 2025

PLACEMENT: Action Item

ITEM TITLE: Budget Amendment for Cyber Grant Received

SUBMITTED BY: Erin Hirn, Support Services Manager

SUMMARY EXPLANATION:

Budget Amendment in needed for line item 10522000-531300. The village applied for the State & Local Cybersecurity Grant Program through Wisconsin Emergency Management (WEM) which had \$3,035,612 available funding for 2025-2026. The Support Services Manager along with Capital Data, created a solid plan and schedule for addressing our areas of weakness regarding cyber security. There were 62 entities total that applied for this grant. The Village ended up receiving \$18,228. This grant is 100% federally funded with no match requirements.

ATTACHMENT:

1. FFY '22 SLCGP Grant Award Village of Germantown 13666 - Admin Signed

STAFF RECOMMENDATION:

Ammend line item 10522000-531300 by \$18,228

ACTION BY Committee:



STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS

DIVISION OF EMERGENCY MANAGEMENT

Phone: 608-242-3000
P.O. Box 7865 · Madison, WI 53707-7865



November 5, 2024

Erin Hirn, Support Services Manager
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022-3212
To Whom It May Concern:

**RE: State & Local Cybersecurity Grant Program/Germantown's Cyber Security Platform
WEM Grant Number: 2022-SLCGP-01-13666**

Dear Erin Hirn:

Congratulations! Wisconsin Emergency Management has approved a grant award to Village of Germantown in the amount of **\$18,228.00**. These funds are from WEM's State & Local Cybersecurity Grant Program available through the State of Wisconsin. This grant supports the Village of Germantown State & Local Cybersecurity Grant Program/Germantown's Cyber Security Platform project.

As Project Director, you will be responsible for seeing that funds are administered according to the approved application materials in Egrants; all requirements, including reporting, outlined in the Funding Announcement; Terms and Conditions; and enclosed Grant Agreement. To accept this award, have the Authorized Official review and sign the award agreement and the federal assurances, Exhibit E of this packet. **Once signed, return one copy to WEM via email to marc.couturier@widma.gov , and keep a copy for your records.**

Please reach out to the WEM Grant Manager, Marc Couturier, with any questions regarding your grant and responsibilities. We look forward to a collaborative working relationship with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Engle".

Greg Engle, Administrator
Wisconsin Emergency Management

State & Local Cybersecurity Grant Program (SLCGP): Cycle 1 Funding
State & Local Cybersecurity Grant Program/Germantown's Cyber Security Platform
2022-SLCGP-01-13666

This subaward grant agreement (Agreement) is made by and between the Wisconsin Department of Military Affairs, Division of Emergency Management (WEM) and **Village of Germantown** (the Grantee) to establish the obligations the Grantee must assume in exchange for an award of funds in the amount of **\$18,228.00** for the State and Local Cybersecurity Grant Program. WEM and **Village of Germantown** are referred to individually as a Party and collectively as the Parties.

RECITALS

WHEREAS, WEM is authorized to make funds (Grant Funds) available under the **State & Local Cybersecurity Grant Program** as described in the Notice of Funding Opportunity; and

WHEREAS, the Grantee applied to WEM for Grant Funds; and

WHEREAS, WEM has approved the application and the Grantee desires to accept the Grant Funds;

NOW THEREFORE, in consideration of the mutual promises set forth below and other considerations, the Parties agree as follows.

TERMS AND CONDITIONS

1. The Recitals are incorporated by reference in this Terms and Conditions section of the Agreement.
2. The Notice of Funding Opportunity (NOFO) including all Terms and Conditions as provided or referenced, and the obligations set forth in them are made part of this Agreement by reference.
3. The submitted application as approved by WEM in Egrants is incorporated by reference in the Terms and Conditions section of this Agreement.
4. The Grantee shall administer the programs or projects within the grant period for which this grant is awarded and referenced in Exhibit A, in accordance with the applicable rules, regulations, limitations, and conditions set forth in Exhibit B, Exhibit C, Exhibit D, and Exhibit E, which are made part of this Agreement by reference.
5. The individuals executing this Agreement represent that they have the authority to sign this Agreement on behalf of and bind their respective Parties.

THE PARTIES, BY THE SIGNATURES BELOW, AGREE THAT THEY HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TO BE BOUND BY THEM.

**Wisconsin Department of Military Affairs,
Division of Emergency Management
(WEM)**

Grantee

Village of Germantown



11/8/2024

Greg Engle
WEM Administrator

Date

Dean Wolter

Date

Village President

WEM Grant Agreement 2022-SLCGP-01-13666

Exhibit A – Approved Award

Funding Authorization Information

Funding authorization: **The Department of Homeland Security as authorized by section 2220A of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. § 665g)**

Assistance Listing Number (ALN) or State Identification Number: **97.137**

Federal Award Identification Number (FAIN): **EMW-2022-CY-00053**

Federal Award Date: **12/1/2022**

Funding Award Description: The Infrastructure Investment and Jobs Act (IIJA) established grant funding through the State and Local Cybersecurity Grant Program (SLCGP) to award grants to eligible entities to address cybersecurity risks and cybersecurity threats to information systems. The SLCGP provides funding to state, local, and tribal governments to improve their cybersecurity capabilities. Administered through the federal Department of Homeland Security's (DHS) Cybersecurity and Infrastructure Security Agency (CISA), the program aims to help state, local, and tribal governments improve their cybersecurity posture and better protect their networks, systems, and data from cyber threats.

Notice of Funding Opportunity: **State & Local Cybersecurity Grant Program (SLCGP): Cycle 1 Funding**

Approved Award Information

Award date: November 5, 2024

Grantee: Village of Germantown

UEI: SFNMUYJR3NE7

Project Title: State & Local Cybersecurity Grant Program/Germantown's Cyber Security Platform

Grant Period: From January 1, 2025 To August 31, 2026

Grant Number: 2022-SLCGP-01-13666 Award Amount: \$18,228.00

Project Director: Erin Hirn, Support Services Manager; Village of Germantown

Project Summary: This project aims to bolster our cybersecurity framework by implementing a comprehensive CISO Insight Platform alongside Endpoint Detection & Response (EDR) solutions by purchasing a Management tool and extending Capital Data to provide monthly remediation services. These initiatives will align with and strengthen our ransomware recovery strategy while providing layered protection for our IT network.

Approved Award Budget

<u>Budget Cost Category</u>	<u>Local Match</u>	<u>Subaward</u>
Personnel		
Fringe Benefits		
Travel (Including Training)		
Equipment		
Supplies & Operating Expenses		\$11,028.00
Consultants/Contractual		\$7,200.00
Other		
Indirect		
Sum		\$18,228.00

WEM Grant Agreement 2022-SLCGP-01-13666
Exhibit B - Special Conditions and additional monitoring.

Grantee:	Village of Germantown	Award Date:	November 5, 2024
Project Title:	State & Local Cybersecurity Grant Program/Germantown's Cyber Security Platform		
Grant No.:	2022-SLCGP-01-13666		

1. Nationwide Cybersecurity Review (NCSR)

Grant recipients must complete the Nationwide Cybersecurity Review (NCSR) prior to grant close Year 1 and then annually for each year funding is approved. The NCSR is available each year from October through February at <https://www.cisecurity.org/ms-isac/services/ncsr>.

2. Cyber Hygiene Services

Grant recipients must sign up for free cyber hygiene services through CISA: <https://www.cisa.gov/cyber-hygiene-services>.

WEM Grant Agreement 2022-SLCGP-01-13666

Exhibit C – Acknowledgement Notice

ACKNOWLEDGEMENT NOTICE

Recipient: **Village of Germantown** Date: **November 01, 2024**
 Grant No. **2022-SLCGP-01-13666**
 Project Title: **State & Local Cybersecurity Grant Program/Germantown's Cyber Security Platform**

The following regulations and obligations (referenced below) apply to your grant award.

☒ **PROGRESS REPORTS** must be submitted on a scheduled basis into the Egrants system. Narrative reports on the status of your project are due on:

<u>4/12/2025</u>	<u>7/12/2025</u>	<u>10/12/2025</u>	<u>1/12/2026</u>
<u>4/12/2026</u>	<u>7/12/2026</u>	<u>9/30/2026</u>	
		Final	

PROGRESS REPORTS NOTE: Quarterly Reports due 04/12 include January, February and March program activity.
 Quarterly Reports due 07/12 include April, May and June program activity.
 Quarterly Reports due 10/12 include July, August and September program activity.
 Quarterly Reports due 01/12 include October, November and December program activity.
Reimbursements and grant modifications will be held if there are late program reports.

☒ **FINANCIAL REPORTS** must be submitted on a scheduled basis into the Egrants system. The Egrants job aid “Submitting a Fiscal Report” may be found at <https://dma.wi.gov/DMA/wem/grants/admin-tools>. Financial reports on the status of your project are due in Egrants on:

<u>4/12/2025</u>	<u>7/12/2025</u>	<u>10/12/2025</u>	<u>1/12/2026</u>
<u>4/12/2026</u>	<u>7/12/2026</u>	<u>9/30/2026</u>	
		Final	

☒ **INVENTORY REPORT** should reflect final inventory in your records. All equipment purchases must be received, paid for, installed, and deployed before submitting report. Report is due in Egrants on or before:

<u>Final</u>			
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☐ Complete and return a W-9 *Taxpayer Identification Number Verification Form* (enclosed).

☐ OTHER: _____

ACKNOWLEDGEMENT

The materials referenced above were received and reviewed by the appropriate members of this organization. I also acknowledge receipt of the Grant Award and any attached Special Conditions. I understand that this grant is awarded subject to our compliance with all Conditions, Regulations, and Obligations described in the above materials.

_____, Project Director

WEM Grant Agreement 2022-SLCGP-01-13666 Exhibit D – DMA/WEM Standard Terms & Conditions
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Article I. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients and subrecipients must comply with any such requirements set forth in the program NOFO.

Article II. Compliance with Award Terms and Conditions

Submission of an application constitutes the recipient's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If DMA, WEM determines that noncompliance by the recipient cannot be remedied by imposing additional conditions, WEM may take one or more of the following actions, as appropriate in the circumstances:

- (a) *Temporarily withhold cash payments pending correction of the deficiency by the recipient.*
- (b) *Disallow all, or part of, the cost of the activity or action not in compliance.*
- (c) *Wholly or partly suspend or terminate the award.*
- (d) *Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.*
- (e) *Withhold further Federal awards for the project or program.*
- (f) *Take other remedies that may be legally available.*

Article III. Recipient Responsibilities

In accepting this financial assistance award (grant or cooperative agreement), the recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and Executive Orders governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

Article IV. Order of Precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved in accordance with the term or condition that is the stricter of the two.

Article V. Adherence to Original Project Objectives and Budget Estimates

The recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Pre-award costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award, and only with the written approval of the program authorizing official or delegate.

Article VI. Acceptance of Post Award Changes

In the event DMA determines that changes are necessary to the award agreement after an award has been made, including changes to period of performance or terms and conditions, subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article VII. Prior approval and modifications

All activity and the corresponding incurred expenses must be approved and have a fully executed award agreement prior to conducting the activity and/or incurring the expense unless otherwise stated in the Notice of Funding Opportunity (NOFO). The following require WEM's **advanced** written approval:

- i.Changes to key personnel*
- ii.Changes to the grant period must be submitted prior to the approved end date of the grant.*
- iii.Changes to the scope, objectives, performance measures and intent of the approved award.*
- iv.Changes to the budget that do not fall within a change to the scope or objective but exceeds the approved budget categories by ten percent (10%) of the total award.*

WEM will notify the subrecipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved. Upon approval, WEM will issue a signed Grant Adjustment Notification (GAN). All changes are not officially approved until the GAN is received by the subrecipient.

Article VIII. Allowable activity and costs

Only activity and expenses that are approved within the approved award's application may be allowable for reimbursement by grant funds. All approved costs must be allowable, allocable, necessary and reasonable. To be allowable under a grant program, costs must match the sub-grant's approved award and must comply with the following:

- (a) Be incurred and obligated (purchase order issued, class scheduled) within the performance period.
- (b) If incurred within the performance period, payment must be made within 30 days of the grant period end date and prior to submitting a request for reimbursement.

WEM Grant Agreement 2022-SLCGP-01-13666
Exhibit D – DMA/WEM Standard Terms & Conditions

Article IX. Project Income

All income generated as a direct result of a grant-funded project shall be deemed project income. Project income must be used for the purpose and under the conditions applicable to the award. Project income should be used as earned and accounted for in your reimbursement request.

Article X. Duplication of Benefits

Any cost allocable to a particular financial assistance award provided for may not be charged to other financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing statutes, regulations, or the financial assistance award terms and conditions.

Article XI. Procurement

Recipients and subrecipients shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal, state, local, and tribal laws and procurement standards. Under Wis. Stat. § 16.73, the State of Wisconsin's Department of Administration (DOA) is able, upon request, to provide technical purchasing information such as standard forms, manuals, product specifications, standards, and contract templates.

Article XII. Travel expenses

Recipients and subrecipients shall use their own travel policy and procedures, provided that the policy and procedure conform to applicable state law and federal law if not otherwise stated in the Notice of Funding Opportunity.

Article XIII. Equipment and supplies

Equipment and supplies must be received and placed into inventory before the end date of the grant. All personnel who utilize **equipment** purchased with funds from this grant must receive training either through the equipment vendor or other competent source specific to that piece of equipment before it is put into service. The sub-recipient is required to maintain proper training and inventory records for the appropriate retention period.

Article XIV. Acknowledgement of Funding from WEM

Recipients and Subrecipients must acknowledge their use of funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with grant funds.

Article XV. Payments and closeout

Grant funds will be paid on a reimbursement basis only and disbursed by WEM upon completion of and approval of all monitoring requirements including Program Report(s), Fiscal Report(s), and satisfaction of Special Conditions as well as verification to the best of WEM's ability that all terms, conditions and requirements have been met. If DMA/WEM determines that payment to the subrecipient was not proper after the payment has been made, WEM will notify the subrecipient of recoupment in writing in which the subrecipient has 30 days to repay WEM or appeal the decision.

Article XVI. Monitoring

- (a) Subrecipients must complete all required reporting and special conditions as stated in the NOFO, in the grant management system (Egrants), and upon the request of WEM officials.
- (c) Subrecipients must submit timely, complete, and accurate reports to the appropriate WEM officials and maintain appropriate backup documentation to support the reports for the appropriate retention period.
- (d) Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

Article XVII. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. Wis. Stats. § 19.62 (5) Personally Identifiable Information (PII) means information that can be associated with a particular individual through one or more identifiers or other information or circumstances. This includes, but is not limited to, Driver License Numbers, Social Security Numbers, Addresses, Telephone numbers, Credit Card information and/or bank account information.

WEM Grant Agreement 2022-SLCGP-01-13666 Exhibit D – DMA/WEM Standard Terms & Conditions
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Article XVIII. Maintaining, retaining and access to records

All recipients, subrecipients, successors, transferees, and assignees must comply with applicable provisions governing access to records, accounts, documents, information, facilities, and staff.

- (a) Subrecipients must maintain official grant records of all grant related activity, adherence to grant requirements, and grant funded costs. This includes but is not limited to documentation of actual time and effort of any personnel, materials, supplies, travel expenses, inventory records, management of assets, rational and justification to support any split allocation of costs, and any other records that support the allowability of expenditures of grant funds.
- (b) Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by the State of Wisconsin, Department of Military Affairs and/or Wisconsin Emergency Management.
- (e) Subrecipients must give access to examine and copy records, accounts, and other documents and sources of information related to the financial assistance award and permit access to facilities or personnel.

Article XIX. Nondiscrimination

In connection with the performance of work under this agreement the grantee agrees not to discriminate against any employee or grantee for employment because of age, race, religion, color, handicap, sex, physical condition, or developmental disability as defined in Wis. Stats. § 51.01(5), arrest or conviction record, sexual orientation, as defined in Wis. Stat. § 111.32(13m), or national origin, or ancestry, or marital status. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and Grantees for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. The recipient shall comply with Section 504, rehabilitation Act of 1973 which prohibits discrimination on the basis of a physical condition or handicap and the Age Discrimination Act of 1975, which prohibits discrimination because of age.

Article XX. Liability

The State of Wisconsin and the Department of Military Affairs, Wisconsin Emergency Management, its agents and employees shall not be liable to the subrecipient, or to any individuals or entities with whom the subrecipient contracts for any direct, indirect, incidental, consequential, or other damages sustained or incurred because of activities, actions or inactions on the part of the subrecipient for services rendered pursuant to the Award Agreement. The subrecipient agrees to indemnify and save and hold the Department of Military Affairs, Wisconsin Emergency Management, its agents and employees harmless from all claims or causes of action arising from the performance of this award by the subrecipient or subrecipient's agent or employees.

Article XXI. Establishment of safeguards

The recipient shall ensure the establishment of safeguards to prevent employees, consultants, or members of the governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties as specified in Wisconsin Statutes § 946.10 and § 646.13.

Article XXII. Termination of Agreement.

Any termination of this grant award shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. This grant award may be terminated in whole or in part as follows:

- (a) DMA/WEM may terminate this grant award at any time for cause by delivering thirty (30) days written notice to the recipient. Upon termination, the awarding agency's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the awarding agency.
- (b) DMA/WEM may terminate this grant award at will effective upon delivery of written notice to the recipient, under any of the following conditions:
 - (i) If the awarding agency's funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for purchases of the indicated quantity of services, the grant may be modified to accommodate a reduction or increase in funds.
 - (ii) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this grant or are no longer eligible for the funding proposed for payments by this grant.
 - (iii) If any license or certification required by law or regulation to be held by the recipient to provide the services required by this grant award is for any reason denied, revoked, or not renewed.

WEM Grant Agreement 2022-SLCGP-01-13666 <u>Exhibit E</u> – DHS Standard Terms and Conditions

Article I - Summary Description of Award

The purpose of the Fiscal Year 2022 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. This SLCGP award provides funding in the amount of: \$3,794,514 for the state of Wisconsin. Of this amount, up to \$189,725 can be retained by the State Administrative Agency (SAA) for management and administrative expenses, and a total of \$421,613 is the required cost share. The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Article II - SLCGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements due January 30, outlined in NOFO Appendix A-11, recipients must demonstrate how the grant-funded projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustains existing capabilities per the CISA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section 10. Performance Narrative.

Article III - Cybersecurity Plan Pending Submission and Approval

FEMA has placed a funding hold on \$3,744,514 in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down these funds. To release this hold, the recipient is required to submit a Cybersecurity Plan for approval by CISA. Please contact CISA at SLCGPInfo@cisa.dhs.gov to receive further guidance on the steps required for Cybersecurity Plan approval. If you have questions about this funding hold or believe it was placed in error, please contact your FEMA GPD Headquarters Preparedness Officer, Essence Cleveland at Essence.Cleveland@fema.dhs.gov.

Article IV - Committee Membership List Pending Submission or Approval

FEMA has placed a funding hold on this award, and the amount of \$3,744,514 is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down funds until the Committee Membership List is submitted and approved. To release this hold, the recipient is required to submit the Committee Membership List, and receive approval of the Membership List from CISA. Please contact CISA at SLCGPInfo@cisa.dhs.gov to receive further guidance on the steps required to release this hold. If you have questions about this funding hold or believe it was placed in error, please contact your FEMA GPD Headquarters Preparedness Officer, Essence Cleveland at Essence.Cleveland@fema.dhs.gov.

Article V - Funding Hold: Indirect Cost Rate Information Required

FEMA has placed a funding hold on this award, and \$23,062.00 budgeted for indirect costs is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds identified in this Article. To release the funding hold, the recipient must provide a fully executed indirect cost rate agreement negotiated between the recipient and its cognizant Federal agency or a proposal. If the recipient does not have a current indirect cost agreement or proposal, or if the recipient wants to charge the de minimis rate or use a cost allocation plan, the recipient must contact the relevant Preparedness Officer or Grants Management Specialist for further instructions. If you believe this funding hold was placed in error, please contact the relevant Program Analyst or Preparedness Officer or Grants Management Specialist.

Article VI - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links.

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The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article VII - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article VIII - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable

provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article IX - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

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Article X - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article XIII - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XIV - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XV - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XVI - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XVII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XVIII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XIX - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200,

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Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXI - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXIV - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXV - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXVI - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXVII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVIII - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English

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proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXIX - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXIII - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXIV - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXV - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXVI - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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Article XXXVII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVIII - Reporting Subawards and Executive Compensation

Reporting of first tier subawards: Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIX - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

- (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

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(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article XL - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XLI - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XLII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons: Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLIII - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLIV - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLV - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLVI - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLVII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood

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Insurance Program regulations; and any other applicable laws and executive orders. In order to initiate EHP review of your project(s), you must submit a detailed project description along with supporting documentation. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVIII - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLIX - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article L - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article LI - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article LII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

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ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

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| <ol style="list-style-type: none">1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), which prohibits discrimination on the basis of sex; | <ol style="list-style-type: none">(c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. |
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WEM Grant Agreement 2022-SLCGP-01-13666
Exhibit E - Federal Assurances for Non-Construction Programs

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements. 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more. 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).	12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system. 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.). 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance. 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures. 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Village President
APPLICANT ORGANIZATION Village of Germantown	DATE SUBMITTED

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: February 3, 2025

PLACEMENT: Presentation

ITEM TITLE: Police Union Contract and Negotiations. The Village Board may convene into Closed Session pursuant to Wis. Statute § 19.85(1)(e) for the purpose of deliberating or negotiating when competitive or bargaining reasons require a closed session, 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:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: February 3, 2025

PLACEMENT: Presentation

ITEM TITLE: Firefighters Union Contract and Negotiations. The Village Board may convene into Closed Session pursuant to Wis. Statute § 19.85(1)(e) for the purpose of deliberating or negotiating when competitive or bargaining reasons require a closed session, 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:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: February 3, 2025

PLACEMENT: Action Item

ITEM TITLE: Administrator Setting 2025 Performance Goals. 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: