

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, FEBRUARY 17, 2014 7:00 p.m.

LOCATION: Germantown Village Hall Board Room

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **PRESIDENT'S REPORT**
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST/COMMITTEE REPORTS:**
The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney and Village Clerk.
- VI. **CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:**
Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. (15 minutes)
- VII. **CONSENT AGENDA:**
- A. Accounts payable/payroll
- | | | | |
|----|-------------------|------------------|----------------|
| 1. | January 2014 | Accounts payable | \$ 32,500.25 |
| 2. | February 10, 2014 | Accounts Payable | \$1,220,194.44 |
| 3. | February 11, 2014 | Payroll (hourly) | \$ 224,547.21 |
| 4. | February 14, 2014 | Payroll (salary) | \$ 78,244.97 |
- B. Operator Licenses: February 18, 2014 – June 30, 2014
Samantha E. Cloyd-James, Christopher B. Cummings, Melissa L. Cummings, Michelle A. Stavish, and Ronald J. Trudell.
- The following items were forwarded from the Public Works Committee with a unanimous recommendation:
- C. Contract with General Communications for the maintenance of the Village's radio system 3 times per year at a cost of \$1,215 to be allocated from Account #10-519-530-4400 [Recommended Approval]

VII. CONSENT AGENDA: - continued:

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

- D. Contract with Graef for a Traffic Study at the Intersection of Freistadt and Maple Roads to be conducted by a professional traffic engineer for an expert opinion on concerns with the intersection. [Recommended Approval]
- E. Police Department Purchase of 20 rifles from Phoenix Distributors for a total cost of \$16,800.00. [Recommended Approval]
- F. Fire Department Purchase of 5 Philips MRX Heart Monitors from Philips Healthcare contingent upon the final borrowing numbers being passed. [Recommended Approval]

VIII. UNFINISHED BUSINESS: None

IX. PUBLIC HEARINGS – 7:00 P.M. OR LATER –*The purpose of said hearing(s) is to hear any and all parties, their attorneys or agents, for or against the application(s) filed by the petitioner(s).*

- A. Application by Kipley & Magdelene Wagner for Historic Designation pursuant to Section 26.06 of the Germantown Municipal Code, for the property located at W156 N11685 Pilgrim Road (Tax Key No. GTNV#221-081)

X. NEW BUSINESS:

- A. Application by Kipley & Magdelene Wagner for Historic Designation and An Ordinance to Amend the Official Zoning Map of the Village of Germantown Zoning Code and Adopt the "Historic Site" and "Historic Structure" Designations for the 3.9-Acre Property Located at W156 N11685 Pilgrim Road
- B. Bielinski Holdings LLC; Prairie Glen North PDD Amendments and Amending Resolution No. 39-02 Containing Conditions and Restrictions for the Prairie Glen North Planned Development District (PDD) (Bielinski Holdings LLC, Property Owner)
- C. DARE/Crime Prevention Vehicle Purchase
- D. Agreement with Ruekert & Mielke to Convert the Village's Geographic Information System ("GIS") to the ArcGIS Platform
- E. List of Proposed Streets for Sealcoating 2014
- F. Request for Authorization to Purchase Patrol Truck for the Dept. of Public Works
- G. Resolution Amending 2014 Village Budget to Transfer Funds from Account 10-541-530-4300 to 10-541-530-7200 to Fund Data Plan for Engineering Dept. Smart Phones
- H. PUBLIC Grant Program request from Kiwanis Club of Germantown for 2014
- I. Evaluation of the Performance of the Village's Public Works Director. The Village Board may enter into closed session per Wis. Stats. §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 re-enter open session to take such action as it deems appropriate.

XI. ADJOURNMENT

The next Village Board meeting will be on March 3, 2014 at 7:00 p.m.

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

X - A

**BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: February 17, 2014

AGENDA ITEM: Public Hearing & New Business (ORDINANCE)

ITEM TITLE: Kipley & Magdelene Wagner, Property Owners; W156 N11685 Pilgrim Road; Historic Designation Application

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

SUMMARY EXPLANATION:

Kipley & Magdelene Wagner are seeking approval of the Village's Historic Site and Structure designations for the 3.9-acre Wagner property (former Jacob Schlaefer Homestead) located at W156 N11685 Pilgrim Road. The property is zoned Rs-3: single-family and the 2020 Land Use Plan map designation for this parcel is "Low Density Residential".

As required, all Village Departments have reviewed the request and provided recommendations. All departments have expressed their support for the historic designation request. The Historic Preservation Commission and the Plan Commission have also reviewed the request and have recommended approval. Approval of the historic designation requires a 2/3 majority vote of the Village Board.

Historic Designation applications are part of an overall voluntary program as set forth in Section 26 of the Village Code. Once designated, the regulations in Section 26 limit the type and amount of future improvements to designated structures or lands without meeting certain guidelines intended to protect and preserve historical character.

ATTACHMENTS:

- ◆ 1/13/14 Staff Report
- ◆ 1/13/14 Plan Commission Meeting Minutes
- ◆ Draft Ordinance

PLAN COMMISSION RECOMMENDATION:

APPROVE the Village's Historic Site and Structure designations for the 3.9-acre Wagner property (the former Jacob Schlaefer Homestead) located at W156 N11685 Pilgrim Road.

NOTICE OF PUBLIC HEARING VILLAGE OF GERMANTOWN

NOTICE is hereby given that a Public Hearing will be held before the Village of Germantown Village Board at the Germantown Village Hall located at N112 W17001 Mequon Road, Germantown, Wisconsin on the following date and at the time noted below (or soon thereafter):

DATE: Monday, February 17, 2014
TIME: 7:00 p.m. or later

The purpose of said hearing is to hear any and all parties, their attorneys or agents, for or against the applications filed by the following applicant for: (1) a HISTORIC DESIGNATION pursuant to Section 26.06 of the Germantown Municipal Code on the following described property:

Petitioner: Kipley & Magdelene Wagner, Property Owners

Property: W156 N11685 Pilgrim Road
Tax Key No: GTNV#221-081

Lot 4 in Pleasant Hill Estates being a redivision of Lot 4 in the Assessor's Plat of the Southeast 1/4 of the Northeast 1/4 of Section 22, T9N, R20E, Village of Germantown, Washington County, Wisconsin.

A copy of the application is on file in the Village Planning Department office and is available for public inspection during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday.

Dated this 22nd day of January, 2014.
Barbara K. D. Goeckner, Village Clerk

To Be Published On: January 30th and February 6th, 2014

HISTORIC DESIGNATION APPLICATION

1/13/14 Plan Commission Meeting

Kipley & Magdelene Wagner Property (Jacob Schlaefer Homestead)

Village Planner Report

Germantown, Wisconsin

Summary

Kipley & Magdelene Wagner, property owners, are seeking approval of the Village's Historic Designation for the (former) Jacob Schlaefer Homestead located at W156 N11685 Pilgrim Road.

Property Location: W156 N11685 Pilgrim Road

**Owner/
Applicant:** Kipley & Magdelene Wagner
W156 N11685 Pilgrim Road
Germantown, WI 53022

Current Zoning: Rs-3: Single-Family

Adjacent Land Uses		Zoning
North	Residential	Rs-3
South	Residential	Rs-3
East	Residential	Rs-5
West	Commercial/Industrial (Gehl's)	B-3

Location Map



Proposal/Background

Historic Designation applications are part of an overall voluntary program as set forth in Section 26 of the Village Code. The Historic Designation (HD) serves as an “overlay” district with specific design and improvement guidelines that need to be met in order to retain the Historic Designation. Once designated, the regulations set forth in Section 26 limit the type and amount of future improvements to designated structures or lands without meeting certain guidelines intended to protect and preserve historical character.

Kipley & Magdelene Wagner are seeking approval of the Village’s Historic Designation for the Jacob Schlaefer Homestead located at W156 N11685 Pilgrim Road. As required, the owners have provided a detailed history of the property and former owners as part of their application (attached).

The Jacob Schlaefer Homestead is a private residence situated on what is now a 3.9-acre parcel (of the original 120 acre Schlaefer land purchase in 1841). The farmhouse was originally constructed in 1856. The parcel is zoned Rs-3: Single-family and the Comprehensive Land Use Plan designation for this parcel is “Low Density Residential”.

As required, other Village Departments have reviewed the request and provided recommendations. All departments have expressed their support for the Historical Society request.

The Plan Commission is required to review the request and make a recommendation to the Village Board (similar to a rezoning application). A recommendation for approval of the historic designation requires a 2/3-majority vote (5 of 7 members) of the Plan Commission.

Village Planner Recommendation

APPROVE the requested Historic Designation for the (former) Jacob Schlaefer Homestead located at W156 N11685 Pilgrim Road (Kipley & Magdelene Wagner property owners).

PLAN COMMISSION MINUTES

January 13, 2014

CALL TO ORDER: Chairman Wolter called the meeting to order at 6:31 p.m.

ROLL CALL: Chairman Wolter, Trustee Representative David Baum, Commissioners Warren, Stauffacher, Peck, Yokes and Gray were present. Also present were Village Planner Jeff Retzlaff and Planning Assistant Lori Johnson.

PUBLIC INPUT: None

PREVIOUS MINUTES: *MOTION Baum second Warren to Approve the Minutes from December 9, 2013.*

MOTION carried unanimously.

Kiple & Magdelene Wagner – W156 N11687 Pilgrim Road. The Wagner's are seeking approval of the Village's Historic Designation for the former Jacob Schlaefer Homestead. Planner Retzlaff summarized the proposal.

MOTION Baum second Peck to Approve the requested Historic Designation for the former Jacob Schlaefer Homestead located at W156 N11685 Pilgrim Road.

Trustee Baum, Commissioner Gray and Chairman Wolter complimented the applicants on their home.

MOTION carried unanimously.

Florian Park Banquet Center – N111 W18611 Mequon Road. Ryan Rahl, agent for Project Design Management, has submitted site development and building plans for a 1,200 sqft addition to and renovations of the existing 11,800 sqft restaurant and banquet facility (former Quilted Bear) located at N111 W18611 Mequon Road. Planner Retzlaff summarized the proposal. Ryan Rahl, agent for Country Inn & Suites spoke regarding the project.

MOTION Baum second Stauffacher to Approve the site development and building plans for the proposed Florian Park Banquet Center (former Quilted Bear) located at N111 W18611 Mequon Road subject to the following conditions:

- 1. Approval is for the site plan dated December 19, 2013, and the building plans dated December 6, 2013 (unless otherwise revised by a subsequent plan set approved by the Village Planner pursuant to revisions required herein).*
- 2. All grading and paving improvements shown on the approved site plans shall be installed as proposed prior to issuance of an occupancy permit unless a cash bond or letter of credit in an amount equal to 120 percent of the estimated installation and material costs reviewed and approved by the Village is submitted to the Village as necessary to ensure that installation of the proposed features and improvements will be completed within one (1)*

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE VILLAGE OF GERMANTOWN ZONING CODE AND ADOPT THE "HISTORIC SITE" and "HISTORIC STRUCTURE" DESIGNATIONS FOR THE 3.9-ACRE PROPERTY LOCATED AT W156 N11685 PILGRIM ROAD
(Jacob Schlaefer Homestead)**

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

SECTION 1. That the zoning map of the Village of Germantown be amended to include the Historic Designation Zoning District Overlay ("HD") to the existing zoning designation of "Rs-3: Single-family" for the following described property:

Property: W156 N11685 Pilgrim Road
Tax Key No: GTNV#221-081

Lot 4 in Pleasant Hill Estates being a redivision of Lot 4 in the Assessor's Plat of the Southeast 1/4 of the Northeast 1/4 of Section 22, T9N, R20E, Village of Germantown, Washington County, Wisconsin.

SECTION 2. That Pursuant to the provisions of Section 26 of the Germantown Municipal Code (Historic Preservation Code), the designations of "Historic Structure" and Historic Site" are hereby assigned to the property and existing structures constructed upon the 3.9-acre property located at W156 N11685 Pilgrim Road Having Tax Key GTNV #221-081.

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

Introduced by Trustee:

Adopted:

Vote: Ayes: Nays:

Dean Wolter, Village President

APPROVED AS TO FORM:

ATTEST:

Brian C. Sajdak, Village Attorney

Barbara K. D. Goeckner, Village Clerk

Published:

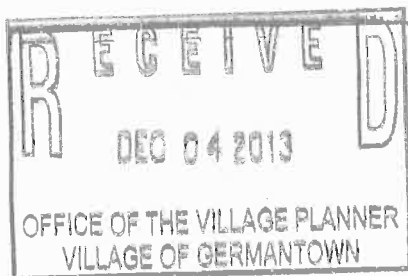
APPROVED BY THE GERMANTOWN HISTORIC PRESERVATION COMMISSION

THE JACOB SCHLAEFER HOMESTEAD

An Application for Historic Designation

Applied for by Kipley and Magdelene Wagner

11/18/2013



Includes a signed and dated application. Current photos. Zoning map of the surrounding area. Certified Survey Map. An Informational story about the people and events associated with the property that have contributed to the history of Germantown and the surrounding area. Succession of owners with copies of their warranty deeds. Comments from the village departments.



Village of



Germantown

Willkommen

HISTORIC PRESERVATION
COMMISSION

N112 W17001 MEQUON ROAD

P.O. Box 337

GERMANTOWN, WI 53022-0337

Paid \$75.00 12/4/13 fj

APPLICATION FOR HISTORIC DESIGNATION

PURSUANT TO SECTION 17.00 OF THE MUNICIPAL CODE

PLEASE READ AND COMPLETE THIS APPLICATION CAREFULLY. ALL APPLICATIONS MUST BE SIGNED AND DATED.

1. APPLICANT OR AGENT

Kipley and Magdelene Wagner

PHONE 262 257-0595

2. PROPERTY OWNER

Kipley and Magdelene Wagner

PHONE

3. PROPERTY ADDRESS

W156 N11685 Pilgrim Road

4. TAX KEY NUMBER

GTNV 221081

5. PROPERTY HISTORY

HISTORIC NAME OF PROPERTY

Jacob Schlaefer Homestead

DATE BUILT

1856

ARCHITECT / BUILDER

Unknown

SOURCE OF THIS INFORMATION

☐ CHECK HERE IF THIS PROPERTY IS THREATENED WITH DEMOLITION OR DESTRUCTION.

6. PURPOSE OF APPLICATION

BRIEFLY DESCRIBE THE REASON FOR YOUR REQUEST

To protect and preserve the home.

7. HISTORIC SIGNIFICANCE OF PROPERTY

CHOOSE ONE OR MORE OF THE FOLLOWING.

- ☒ THIS PROPERTY ILLUSTRATES AN IMPORTANT ASPECT OF GERMANTOWN'S HISTORY THROUGH ITS ETHNIC, AGRICULTURAL, INDUSTRIAL, ETC., HISTORY.
- ☒ THIS PROPERTY IS DIRECTLY ASSOCIATED WITH A PERSON WHO MADE IMPORTANT CONTRIBUTIONS TO GERMANTOWN'S HISTORY.
- ☒ THIS PROPERTY IS ARCHITECTURALLY OR ARTISTICALLY SIGNIFICANT.

EXPLAIN BRIEFLY AND INCLUDE SOURCES IF APPROPRIATE. ATTACH ADDITIONAL PAGES AS NECESSARY.

Land Patentee, Civil War Enlistment, Spring Valley Farm, Lime Manufacturing, Menomonee Falls Mill and Library, Germantown School History and Previous Owner Political Involvement. See attached story for details.

8. DOCUMENTATION

PLEASE CHECK ONE OR MORE OF THE FOLLOWING:

- ☒ RECENT PHOTOGRAPH (REQUIRED)
- ☐ BUILDING PLANS (IF AVAILABLE)
- ☐ HISTORIC PHOTOGRAPH (IF AVAILABLE)
- ☒ ANY ADDITIONAL SUPPORTING INFORMATION.
- ☒ SIMPLE MAP OF THE PROPERTY (REQUIRED)

BRIEFLY DESCRIBE. ATTACH ADDITIONAL PAGES AS NECESSARY.

Earliest photo available 1930's, series of photos attached.

Certified Survey attached.

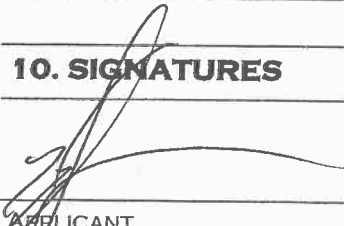
Copies of Deed succession attached.

9. ALTERATIONS / ADDITIONS TO PROPERTY

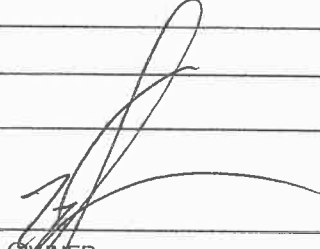
BRIEFLY DESCRIBE WITH DATES. ATTACH ADDITIONAL PAGES AND PHOTOGRAPHS AS NECESSARY.

Several additions were made to the original structure, dates unknown. See photos attached.

10. SIGNATURES

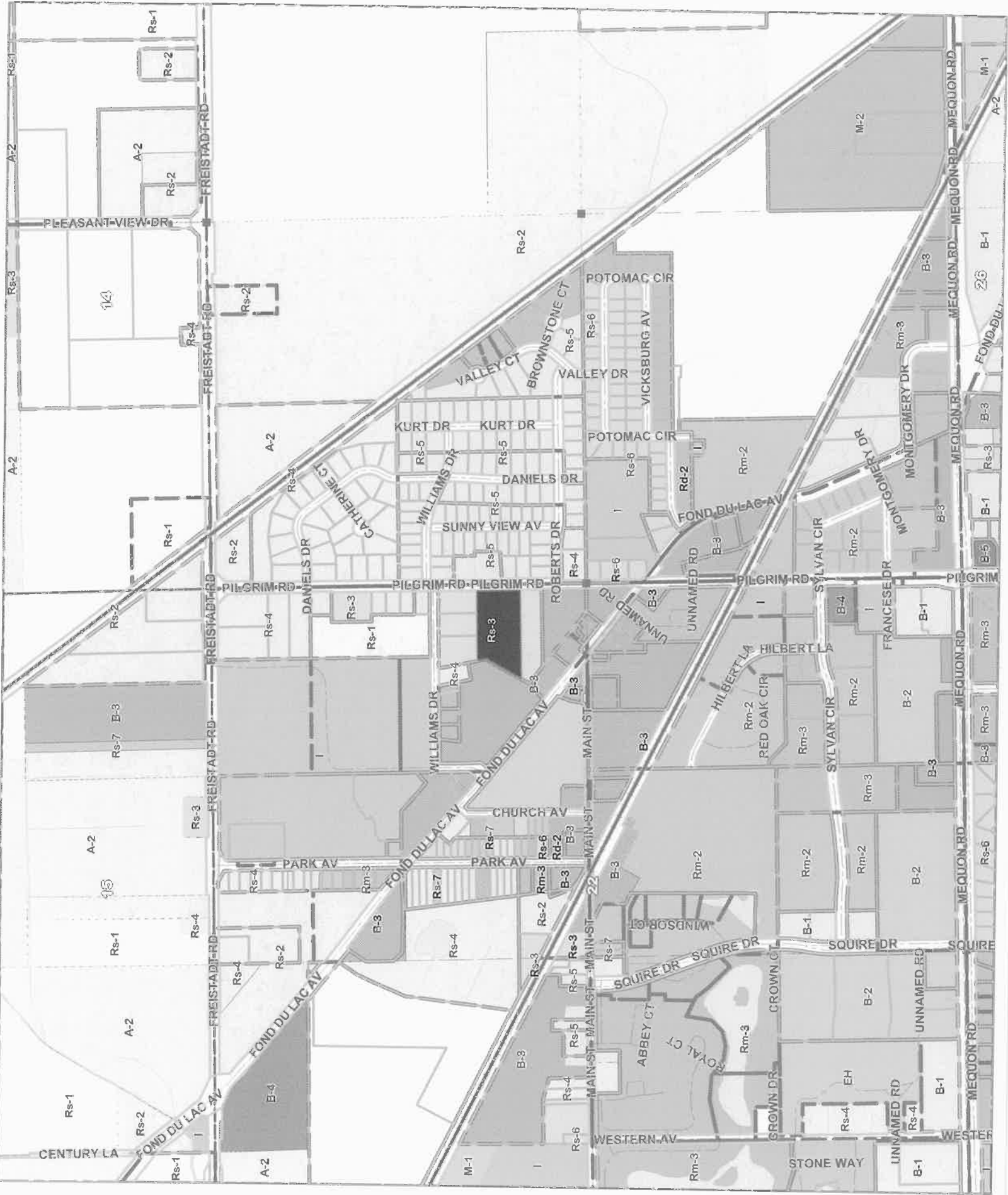

APPLICANT

11-18-13
DATE


OWNER

11-18-13
DATE





LEGAL DESCRIPTION

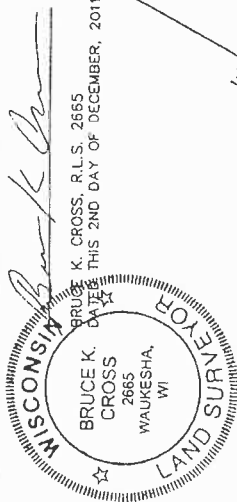
THE LANDS DEPICTED AND DESCRIBED BELOW ARE PER A WARRANTY DEED, RECORDED AT THE WASHINGTON COUNTY REGISTER OF DEEDS ON MARCH 5, 2009, AS DOCUMENT NO. 1213016

LOT FOUR (4) IN PLEASANT HILL ESTATES BEING A REDIVISION OF LOT FOUR (4), IN THE ASSessor'S PLAT OF THE SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST, IN THE VILLAGE OF GERMAN TOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

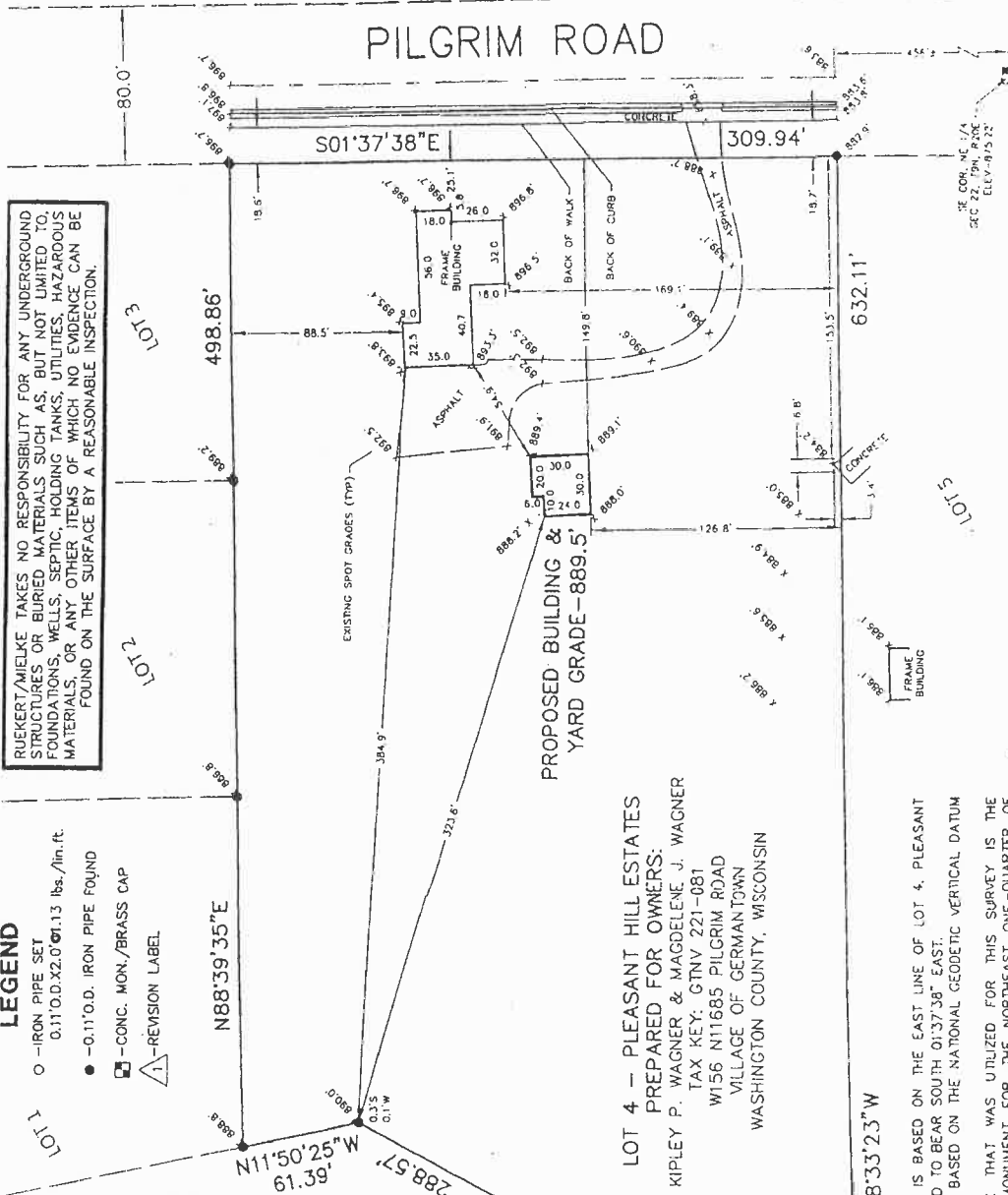
WE, RUEKERT & MIELKE, INC., REGISTERED LAND SURVEYORS, DO HEREBY CERTIFY THAT AT THE DIRECTION OF THE OWNER(S), THAT WE HAVE MADE THIS FIELD SURVEY ACCORDING TO THE WISCONSIN ADMINISTRATIVE CODE, CHAPTER A-ET, MINIMUM STANDARDS FOR PROPERTY SURVEYS, AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF IS A CORRECT REPRESENTATION OF SAID FIELD SURVEY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, THERE TO WITHIN ONE YEAR FROM THE DATE HEREOF, TO THEM WE CERTIFY THE ACCURACY OF THIS SURVEY.



LEGEND

- -IRON PIPE SET
0.11" O.D. X 2.0' @ 1.13 lbs./lin. ft.
- -0.11" O.D. IRON PIPE FOUND
- -CONC. MON./BRASS CAP
- △ -REVISION LABEL



LOT 4 - PLEASANT HILL ESTATES
PREPARED FOR OWNERS:
KIPLEY P. WAGNER & MAGDELENE J. WAGNER
TAX KEY: GTNV 221-081
W156 N11685 PILGRIM ROAD
VILLAGE OF GERMAN TOWN
WASHINGTON COUNTY, WISCONSIN

NOTES:

1. HORIZONTAL DATUM IS BASED ON THE EAST LINE OF LOT 4, PLEASANT HILL ESTATES, ASSUMED TO BEAR SOUTH 01°37'38" EAST.
2. VERTICAL DATUM IS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD-29).
3. THE BENCH MARK THAT WAS UTILIZED FOR THIS SURVEY IS THE SOUTHEAST CORNER MONUMENT FOR THE NORTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 20 EAST, PUBLISHED ELEVATION OF 875.22 FEET, ROBERT C. BELFUS, R.L.S., 01/25/2005, MONUMENT NO. 100.

Ruekert-Mielke

engineering solutions for a working world

PROPERTY SURVEY
LOT 4 - PLEASANT HILL ESTATES
SOUTHEAST 1/4 OF THE NORTHEAST 1/4
SECTION 22, TOWNSHIP 9 NORTH, RANGE 20 EAST
VILLAGE OF GERMAN TOWN
WASHINGTON COUNTY, WISCONSIN



The Jacob Schlaefer Homestead

Jacob Schlaefer (b. 1808) and his wife Catherine (Lichte), (b. 1811) along with their young son Frank (b. 1836) emigrated from Bavaria where Jacob was a linen weaver. They sailed on the ship named Louis Philipe from the port in Le Havre, France, across the Atlantic to arrive in New York, at the Port of New York, on March 24, 1840. His first job in the United States was working on the Erie Canal. Although completed in 1825, it was enlarged between 1834 and 1862. This provided many immigrants work as they made their way west. On their journey at Cleveland, Ohio on May 23, 1840 they welcomed a son Henry.

On September 1, 1841 at the General Land Office in Milwaukee, Jacob purchased and became the land patentee for the E1/2 (80 acres) of the NE1/4 in Section 22 and the SW1/4 (40 acres) of the NW1/4 in Section 23. Sadly the same month they arrived sixteen month old Henry died.

In Section 22 they built a log cabin and started to clear the land. Within eight months of their arrival Maria (b. 1842) was born. Then came Barbara (b. 1844), sons Jacob (b. 1845) and Andrew (b. 1847), daughter Louise (b. 1849), son Simon (B. 1850) and George (b. 1852).

Soon after his arrival he and two other partners bought a steam saw mill and bedstead factory in Menomonee Falls. It was called E.L. Neh's, Schlafer & Co. He operated the saw mill for several years then turned his entire attention to farming.

The style of the home is a gabled ell farmhouse. It is a style that provided basic comfort. It was practical and pleasant in its design. The house has recognizable farmhouse design elements; it is two stories, it has a gabled roof, it has white clapboard siding and covered porches. The farmhouse is an architectural hybrid of varying styles that incorporates details from the Greek Revival, Classic Revival, Georgian and Victorian eras of architecture. Simple farmhouses had plain windows and siding. The well to do farmer might incorporate design styles popular at the time as seen on this home with the beautiful segmented pediments over the windows. The farmhouse style was practical. It usually began modest in size and scale but was easily expanded by adding a wing as they prospered, as families became larger and more space was needed.

Through our research and information gathered about the property there are several dates as to the year the house was built. Germantown assessment records state the home was built in 1856.

Also that year their oldest son Frank married Sophia Knedler. They had two daughters: Delia and Jerusha. On the 1870 census his occupation is listed as a farmer. By the 1880 census he is a lime manufacturer. In the History of Washington and Ozaukee Counties published in 1881 it states that in South Germantown "the only considerable industry, outside of agricultural pursuits, is that of lime burning, which is carried out by Frank Schlaefer and the Germantown Lime Company. The lime is of excellent quality and finds a market at Milwaukee, Chicago and other points along the lines of railroad." On the 1900 census his occupation was listed as a carpenter. His last residence was a home he built in 1902. It is still located on Main Street. Frank passed away in 1903.

In 1857 Jacob and Catherine granted 5 acres of land in the east half of the NE1/4 in Section 22, presently at the corner of Freistadt and Pilgrim Road to School District No. 5 for use by the school district to construct a school house and use for only as long as the district kept a school there. A stone school house was constructed on the site. In 1872 Jacob and Catherine increase their grant to 9 acres of land to School District No. 5 and a second schoolhouse, a wood frame structure was built for grades 5-8. The stone school house is then used for grades 1-4. Together they were called the Germantown State Graded School. The buildings were used until the 1922-1923 school term when all eight grades moved to a new school (McArthur School) at the corner of Pilgrim and Fond du Lac Avenue. The frame school house was eventually moved a mile southwest, remodeled, added to and used as a private residence. The stone school house was used to store farm machinery and tools until years later it was demolished and leveled. There are no traces remaining of either building.

Barbara passed away in 1859. She was sixteen years old and had been sick with consumption (tuberculosis) for 8 years.

In 1860, eighteen year old Maria marries John Uebele. John is a farmer and they live in Menomonee Falls. Together they have eight children: Sophia, Caroline, Jacob, Louise, Lydia, Mary, Wesley and Frederick. Maria died in 1877, at the age of 35. Three of her children, Louise age 11, Wesley age 4 and Caroline age 14, also pass away later that same year.

On March 3rd, 1865, during the Civil War, Frank enlisted. Seven days later Jacob Sr. who was fifty-seven at the time and Jacob Jr. also enlisted. They were sent to Camp Washburn in Milwaukee where Company A, Wisconsin 51st Infantry Regiment was organized. All three were privates and served at St. Louis, Missouri until they were mustered out on August 22, 1865.

In 1870 Jacob Jr. marries Mary Nehs. The Nehs family were early settlers in Menomonee Falls and instrumental in its development as a town. They have two children: Adeline and Elwin. In 1891, Jacob was in a partnership with his brother Simon and John Huebner. Together they built the Enterprise Roller Mill, located on Main Street, on the east bank of the Menomonee River; just south of the dam.

That same year Andrew, a carpenter by vocation, marries Mary Keeler and now owns the homestead and its eighty acres in Section 22. They have six children: Jessie, Urvin, Allen, Luella, Olive and Sophia. Andrew becomes a very successful farmer and was ranked as one of the most prominent farmers and dairymen of Washington County. He raised registered Holstein Friesian cattle, which are known for their high yield milk production. He was among a group of Friesian breeders that formed associations to record pedigrees and maintain herd books. These associations merged in 1885 to found the Holstein-Friesian Association of America. He also raised registered Poland-China hogs. It was during this time that the farm was called Spring Valley Farm. In 1900, their son Urvin received his Doctor of Dental Science degree from the Milwaukee Medical College. He eventually became an exodontist (specialist in the extraction of teeth). Their son Allen also took a course in the dental department of the Milwaukee Medical College. He was a student for a year at the Chicago College of Dental Surgery then returned to Milwaukee to complete his education. In 1905 he received his Doctor of Dental Science degree from Marquette University. He practiced first in Milwaukee then in Wauwatosa. Daughter Olive married Dr. Richard Dehmel who was a family physician in Germantown.

In 1876 Simon married Sarah, the daughter of Noah and Sarah (Nehs) Liester of Menomonee Falls. Simon and Sarah had four children: Maude, Lillian, George and Charles. In 1881 Simon and M.F. Lepper purchased the Menomonee Falls Mill. It was located on Main Street on the west side of the dam. In 1887 Simon designed and built a beautiful home on the corner of Main Street

Barbara passed away in 1859. She was sixteen years old and had been sick with consumption (tuberculosis) for 8 years.

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On March 3rd, 1865, during the Civil War, Frank enlisted. Seven days later Jacob Sr. who was fifty-seven at the time and Jacob Jr. also enlisted. They were sent to Camp Washburn in Milwaukee where Company A, Wisconsin 51st Infantry Regiment was organized. All three were privates and served at St. Louis, Missouri until they were mustered out on August 22, 1865.

In 1870 Jacob Jr. marries Mary Nehs. The Nehs family were early settlers in Menomonee Falls and instrumental in its development as a town. They have two children: Adeline and Elwin. In 1891, Jacob was in a partnership with his brother Simon and John Huebner. Together they built the Enterprise Roller Mill, located on Main Street, on the east bank of the Menomonee River; just south of the dam.

That same year Andrew, a carpenter by vocation, marries Mary Keeler and now owns the homestead and its eighty acres in Section 22. They have six children: Jessie, Urvin, Allen, Luella, Olive and Sophia. Andrew becomes a very successful farmer and was ranked as one of the most prominent farmers and dairymen of Washington County. He raised registered Holstein Friesian cattle, which are known for their high yield milk production. He was among a group of Friesian breeders that formed associations to record pedigrees and maintain herd books. These associations merged in 1885 to found the Holstein-Friesian Association of America. He also raised registered Poland-China hogs. It was during this time that the farm was called Spring Valley Farm. In 1900, their son Urvin received his Doctor of Dental Science degree from the Milwaukee Medical College. He eventually became an exodontist (specialist in the extraction of teeth). Their son Allen also took a course in the dental department of the Milwaukee Medical College. He was a student for a year at the Chicago College of Dental Surgery then returned to Milwaukee to complete his education. In 1905 he received his Doctor of Dental Science degree from Marquette University. He practiced first in Milwaukee then in Wauwatosa. Daughter Olive married Dr. Richard Dehmel who was a family physician in Germantown.

In 1876 Simon married Sarah, the daughter of Noah and Sarah (Nehs) Liester of Menomonee Falls. Simon and Sarah had four children: Maude, Lillian, George and Charles. In 1881 Simon and M.F. Lepper purchased the Menomonee Falls Mill. It was located on Main Street on the west side of the dam. In 1887 Simon designed and built a beautiful home on the corner of Main Street

and Church Street. It has since been demolished. In 1890 he sold his interest in the first mill and the following year he formed a partnership with his brother and John Huebner to build the Enterprise Roller Mill. Simon eventually bought out his brother Jacob and brother-in-law John Huebner from their interest in the Enterprise. The building was then known as the Schlaefer Mill. He continued his involvement with the mill right up a few hours before passing away in 1941, at the age of 91. Simon and Sarah's daughter Maude married Clinton Schunk. Maude started working at the Menomonee Falls library a few weeks after it opened in 1906. She worked there for 50 years. The library was named the Maude Schunk Library after her in 1956. The name was changed again in 2002 when a new library was built and is now called the Menomonee Falls Public Library.

When Jacob and Catherine sold the homestead to their son Andrew in 1870 it was with the provision that he give his youngest brother, George the right to the east half of the barn, the east half of the stable and full use of the well. In 1878, George was kicked by a horse. He sustained a severe head injury and he died after lingering for a week. He is buried in Menomonee Falls at the Emmanuel Church Cemetery. The verse on the headstone reads: *Death has been here and borne away, A son and brother from our side, Just in the morning of his days, In youth and love he died, Sleep dear George thy work is done, The mortal pang is past, Jesus has come and borne thee home, Beyond the stormy blast.* George was 26 years old.

In 1880 Louise married Daniel Mayer. They live in Milwaukee and have four children; Warren, Erva, Perry and Edna. Louise died in 1917. She is buried in Milwaukee at the Forest Home Cemetery along with Daniel.

Catherine died in 1885 and Jacob in 1896. They and many members of their family are buried at Emanuel Church Cemetery in Menomonee Falls.

~ ~ ~

Another notable owner of the Schlaefer Homestead was Joseph and Gladys Schmitz. They wanted to live in the country, to have a garden, an orchard, have a few farm animals, to become more self-sufficient in the mist of the great depression. So in 1935 they moved themselves and their infant son Michael to Germantown. At this time the homestead now encompassed 10 acres.

During the next 60 years Joseph held numerous public service positions for the Village of Germantown and for Washington County. He was appointed Justice of the Peace for five terms, he helped form the American Legion Post 321, was elected Washington County Assemblyman for 3 terms, he helped found the Germantown Rotary Club, he was the Washington County Chairman of the Republican Party from 1942 to 1948, he was the Germantown village president for 10 years, he helped establish the first zoning ordinance and building code, along with the first

sanitary sewers and sewage treatment plant, he was on the southeastern regional planning commission for 13 years, on the county board 18 years, he was elected Chairman of the 6th District Republican Party of Wisconsin from 1948 to 1958, he was on the Washington County Board of Supervisors for 22 years, he was the representative from Washington County on the Southeastern Wisconsin Regional Planning Commission for eleven terms, he was appointed Vice President of the Duerrwaelter Memorial Library Foundation, he was instrumental in building the first public library in Germantown, he was a Charter member on the Board of Directors for Menomonee Falls Community Memorial Hospital, he was elected Treasurer of the Southeastern Wisconsin Regional Planning Commission for eleven years, he was elected by the County Board to represent Washington County on the Southeastern Wisconsin Regional Health Systems Agency, he was Chairman of the Washington County Board, he was on the Board of Directors of the Germantown Historical Society, he helped steer a resolution through the Washington County Board to have them purchase a 120 acre farm and convert it to a public park, known today as Homestead Hollow Park. He was also a volunteer member of the Germantown Fire Department for 50 years. The Germantown Area Chamber of Commerce presented Joseph the 1987 Citizen of the Year Award.

During these years there were many changes to the interior of the home. He made and installed wainscoting throughout the house. In the front room he added a big fireplace then built and installed cabinets around it and the windows. He also lowered the ceiling to add exposed beams. Many of the rooms now have fireplaces he found from wreckers salvage yards. He did much of the remodeling himself. He also planted several thousand trees on the 10 acre parcel. Gladys passed away in 1979 and Joseph in 1994. It was the Schmitz family that named the property Pleasant Hill.

Their son Michael wrote that he was always conscious that he was being raised in a very special place. In 1994 when he developed the parcel named Pleasant Hill Estates into 5 lots he filed a deed restriction for lot 4. The purpose of the restrictions was to preserve the homestead and its 3.9 acres. To maintain it in a manner that would not distract from its historical character and the natural beauty of the surrounding woods.

It was a way to protect the homesteads historic integrity before there was a Germantown Historic Preservation Code in place.

Kip and Maggie Wagner hope that by receiving Germantown's Historic Designation for the Jacob Schlaefter Homestead it will go even further to protect the property now and in the future.

Jacob Schlaefer Homestead Succession List of Owners

Date	Document Number	Grantor	Grantee
09/01/1841	8713	United States of America	Jacob Schlaefer
01/06/1870	N/A	Jacob and Catherine Schlaefer	Andrew Schlaefer
01/07/1870	N/A	Andrew Schlaefer	Catherine Schlaefer
12/16/1875	53063	Catherine and Jacob Schlaefer	Andrew Schlaefer
7/17/1911	102187	Andrew and Mary Schlaefer	Urvin and Margarete Schlaefer
2/11/1918	??6304	Urvin and Cora Schlaefer	Adolph Weber
5/23/1925	137158	Adolph and Mamie Weber	Frank Schwan
5/21/1932	151484	Washington County Sherriff's Deed	Adolph Weber
5/3/1935	158690	Adolph Weber	Joseph and Gladys Schmitz
10/14/1994	679023	Estate of Joseph Schmitz	Michael Schmitz
12/19/1994	683769	Michael Schmitz	Terry and Kristie Kurtenbach
3/29/2003	981879	Terry and Kristie Kurtenbach	Benjamin and Paula Erickson
8/7/2007	1169206	Benjamin and Paula Erickson	Prudential Relocation Realty
2/27/2009	1213016	Prudential Relocation Realty	Kipley and Magdelene Wagner

CERTIFICATE
No. 8713

THE UNITED STATES OF AMERICA,

119

To all to whom these Presents shall come, Greeting:

WHEREAS *Jacob Shlafer of Milwaukee County, Wisconsin Territory*

has deposited in the **GENERAL LAND OFFICE** of the United States, a Certificate of the **REGISTER OF THE LAND OFFICE** at *Milwaukee* *Jacob Shlafer* whereby it appears that full payment has been made by the said

according to the provisions of

the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for

the East half of the North East quarter of Section twenty two, in Township nine, North, of Range twenty East, in the District of Lands subject to sale at Milwaukee, Wisconsin Territory containing eighty acres

according to the official plat of the survey of the said Lands, returned to the General Land Office by the **SURVEYOR GENERAL**, which said tract has been purchased by the said *Jacob Shlafer*

NOW KNOW YE, That the

United States of America, in consideration of the Premises, and in conformity with the several acts of Congress, in such case made and provided, **HAVE GIVEN AND GRANTED**, and by these presents **DO GIVE AND GRANT**, unto the said *Jacob Shlafer*

and to *his* heirs, the said tract above described: **TO HAVE AND TO HOLD** the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, unto the said *Jacob Shlafer*

and to *his* heirs and assigns forever.

In Testimony Whereof, I, *John Tyler*

PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made **PATENT**, and the **SEAL** of the **GENERAL LAND OFFICE** to be hereunto affixed.

WITNESSETH under my hand, at the **CITY OF WASHINGTON**, the *third* day of *March* in the year of our Lord one thousand eight hundred and *forty three* and of the **INDEPENDENCE OF THE UNITED STATES** the Sixty *seventh*

BY THE PRESIDENT:

By

John Tyler
R. Tyler Sec'y.

Williamson Recorder of the General Land Office.



332441
1444

WARRANTY DEED.

Revenue
STAMP.
To the amount of
\$ 1.00
On this
INSTRUMENT

Andrew Schläpfer TO *Catharina Schläpfer*
This Indenture, Made the *Tenth* day of *January* in the year
of our Lord One Thousand Eight Hundred and *Seventy* between *Andrew Schläpfer*
of *Washington County and State of Wisconsin* party of the first
part and *Catharina Schläpfer* the wife of *Jacob Deming* of
the same place party of the second part

Witnesseth, That the said party of the first part, for and in consideration of the sum of *Four thousand*
(*4,000*) Dollars to *him* in hand paid by the said party
of the second part, the receipt whereof is hereby confessed and acknowledged, he *has* given, granted, bargained, sold, remised, released,
aliened, conveyed and confirmed, and by these presents do *give, grant, bargain, sell, remise, release, alien, convey and confirm* unto
the said party of the second part *his* heirs and assigns forever.

The following Real Estate, situate, lying and being in the County of
Washington State of Wisconsin described as follows to wit:
The Northwestern quarter of the North half of the South East quarter
of the North East quarter of Section No. Twenty containing twenty Acres
of land Also the South half of the South East quarter of the North East quar-
ter of Section No. Twenty one (21) containing twenty (20) Acres of land Also the
South West quarter of the North West quarter of Section No. twenty two (22)
containing forty (40) Acres of land Also all that part lying on the North side
of the Third old Railroad in the East half of the North East quarter of
Section No. twenty two (22) except ten (10) Acres thereof now owned by
Schläpfer and two and 2/3 Acres now owned by Philip Schläpfer containing
about sixty two (62) Acres of land Also the South West quarter of the
North West quarter of Section No. twenty three (23) containing forty
Acres of land all in Township No. nine (9) North of Range No.
nine (9) East, containing in all One hundred and Sixty seven (167)
Acres of land being the same more or less

Together with all and singular the Hereditaments and Appurtenances thereunto belonging, or in anywise appertaining; and all the
estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession
or expectancy of, in and to the above bargained premises, and their Hereditaments and Appurtenances.

To Have and to Hold the said premises as above described, with the Hereditaments and Appurtenances, unto the said party of
the second part, and to *his* heirs and assigns Forever.

And the said *Party of the first part* for *himself* heirs, executors and
administrators, do *covenant, grant, bargain and agree*, to and with the said party of the second part, *his* heirs and
assigns, that at the time of the ensenling and delivery of these presents *he* well seized of
the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and
that the same are free and clear from all incumbrances whatever.

and that the above bargained premises, in the quiet and peaceable possession of the said party of the second part *his*
heirs and assigns, against all and every person or persons, lawfully claiming the whole or any part thereof. *he*
will forever **Warrant and Defend**.

In Witness Whereof, The said party of the first part, *has* hereunto set *his* hand and seal
the day and year first above written.

Signed, Sealed and Delivered in Presence of

Philippe Zimmermann
August Schmitz

Andrew Schläpfer

[SEAL]

[SEAL]

[SEAL]

STATE OF WISCONSIN,

COUNTY OF *Washington*

BE IT REMEMBERED, That on the *Tenth* day of *January*

A. D. 18*70*, personally came before me the above named *Andrew Schläpfer*

to me known to be the person who executed the above Deed, and acknowledged the same to be *his* free act and deed for
the uses and purposes therein mentioned.

Received for Record, at *9* o'clock *P. M.*

January 11th 18*70*

John Arthur Register.

Philippe Zimmermann

Notary Public

in & for Wisconsin

1870

Vol. 21 pg. 157

Number.

13063

This Indenture,

Made this

To *Hudson Schaffer*

day of

December

in the year

of our Lord one thousand, eight hundred and *Twenty five*

References

Callanissa, sp. n. for

and Jacob Schläpfer her husband of the Town of Greenbush
County of Washington and State of Wisconsin parties of the first
part and Andrew Schläpfer of the same place party of the second

Witnesseth, That the said part 10 of the first part, for and in consideration of the sum of Four Thousand Six
Hundred (4600) Dollars, to them in hand paid, by the said part 7 of the second part the
receipt whereof is hereby confessed and acknowledged, had been given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed an
by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm, unto the said part 7 of the second part his
heirs and assigns forever.

The following real Estate, situate, lying and being, in the Town of Bismarck, County of Washington and State of the Northern Dakota and described as follows to wit: The South West quarter of North West quarter of Section No. twenty two (22). Provided, George Sollars for his heirs and assigns shall have the right of way to pass and repass on the South and over the premises at any time as they please. Also the South West quarter of the North West quarter of Section No. twenty three (23) all in Township No. Thirteen (13) North of Range No. twenty (20) East. Provided the said parties of the first part shall have the right to use the East half of the same and the East half of the Statute laid upon the premises during their life time also to have free access to the Mill and Water without interruption of the said party of the second part said described real Estate containing Eighty (80) acres of land being the same more or less.

Together, With all and singular, the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part 440 of the first part, either in Law or Equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances. TO HAVE AND TO HOLD the said premises as above described, with the hereditaments and appurtenances, unto the said part 7 of the second part, and to his heirs and assigns FOREVER.

And the said, Parties of the first part for themselves their heirs, executors : administrators, do covenant, bargain and agree, to and with the said part of of the second part, his heirs and assigns that at the time of the ensembling and delivery of these presents they have well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from incumbrances whatever

and that the above bargained premises, in the quiet and peaceable possession of the said part 7 of the second part, heirs and assigns, against all and every person or persons, lawfully claiming the whole or any part thereof forever WARRANT AND DEFEND.

In Witness Whereof, The said part Us of the first part ha ve hereunto set their hand s and seal s the day and year first above writ

Signed, Sealed and Delivered in Presence of

Ph. Zimmermann
George. Stiller

Cath. ^{Rev} X Schlasser
 1806 Schlasser

STATE OF WISCONSIN,
COUNTY OF Washington ss. Be it Remembered, That on the Sixteenth day of April
A. D. 1870 personally came before me the above named Catherine Schlarfer and Jacob
Schlarfer her husband

to me known to be the persons who executed the above Deed, and acknowledge the same to be a free act and deed, for the uses and purposes therein mentioned.

Received for record at 10 o'clock A. M.

person who executed the Deed, and acknowledge the same to
Phillipp Zimmerman
Notary Public

Allen J. Schlaepfer & Laura Schlaepfer

TO Urrin F. Schlaepfer

QUIT CLAIM DEED.

H. C. MILLER CO., INC., PRINTERS, MILWAUKEE 48405 P. 1

NUMBER

102187

This Indenture, Made the 17th

day of

July

in the year of our Lord One Thousand Nine Hundred and Eleven

between Andrew L. Schlaepfer and Mary Schlaepfer as husband and wife and Urrin F. Schlaepfer as husband and wife of the County of Washington and State of Wisconsin part 1st of the first part, and Urrin F. Schlaepfer of the same place

part 4th of the second part,

Witnesseth: That the said part 1st of the first part, for and in consideration of the sum of Two Thousand Five Hundred (\$2500.00) Dollars

to them in hand paid by the said part 4th of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released and quit-claimed, and by these presents do give, grant, bargain, sell, remise, release and quit-claim unto the said part 4th of the second part, and to his heirs and assigns forever, the following described real estate, situated in the County of Washington and State of Wisconsin, to-wit:

all your undivided interest in the following real estate: Commencing at the East Quarter post of section number twenty two (22), Township number nine (9), North of Range number twenty (20) East; Thence running South 84 3/4 degrees West 44.69 chains; Thence North 75 degrees West 1.45 chains; Thence North 54 1/2 degrees West 7.45 chains; Thence North 24 degrees East 5.28 chains; Thence North 15 degrees West 5.15 chains to the line of David Stricks land; Thence East 8.94 chains to the center of East section line; Thence South 15.80 chains to the place beginning.

To Have and to Hold the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said part 1st of the first part, either in law or equity, to the only proper use, benefit and behoof of said part 4th of the second part his heirs and assigns forever.

In Witness Whereof, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Ph. G. Querrwaachter, Notary Public, State of Wisconsin, County of Washington, SS. Mary P. Schlaepfer, Andrew L. Schlaepfer, Allen J. Schlaepfer, Laura Schlaepfer

Be it Remembered, That on the

day

A. D. 1911

Personally came before me the above named this 17th day of July, A. D. 1911

the above named Andrew L. Schlaepfer & Mary Schlaepfer to me known to be the person who executed the foregoing instrument, and acknowledged the same to be their act and deed, for the uses and purposes therein mentioned.

Received for Record this 25th day of

July A. D. 1911, at 9 o'clock P. M. Urrin F. Schlaepfer

(Seal)

Ph. G. Querrwaachter, Notary Public, Washington County, Wisconsin

State of Wisconsin
Milwaukee County
Personally came before me this 20th day of July 1911 that above named Allen J. Schlaepfer and Laura Schlaepfer as husband and wife of the County of Washington and State of Wisconsin part 1st of the first part, and Urrin F. Schlaepfer of the same place

lumber

Vol. 84
40

This Indenture, MADE this Eleventh day of February in the year of our Lord, One Thousand Nine Hundred and Eighteen, between Ursin F. Schlasfer and Cora A. Schlasfer, his wife of the County of Washington and State of Wisconsin

parties of the first part, and Adolph P. Weber, of the County and State of Wisconsin,

parties of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Dollar and no other valuable consideration to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm, unto the said parties of the second part, heirs and assigns forever, the following described Real Estate, situated in the County of Washington, and State of Wisconsin, to-wit:

Commencing at the east quarter post of section number Twenty-two (22) Township number nine (9) north, Range number Twenty (20) East, thence running south $86^{\circ} 2'$ degrees west $7\frac{1}{10}$ chains, thence north five (5) degrees west $1\frac{4}{10}$ chains, thence north $84\frac{1}{2}$ degrees west $7\frac{4}{10}$ chains, thence north 26 degrees east $5\frac{2}{10}$ chains, thence north fifteen (15) degrees west $5\frac{1}{10}$ chains to the line of David Strack's land, thence east $8^{\circ} 4'$ chains to the center of said section line, thence south $15\frac{6}{10}$ chains to the place of beginning.

(\$5.00 Rec. Stamp.)

Together with all and singular, the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said parties of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described, with the hereditaments and appurtenances, unto the said parties of the second part, and to heirs and assigns FOREVER.

And the said parties of the first part, themselves, heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, heirs and assigns, that at the time of the ensembling and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.

and that the above bargained premises in the quiet and peaceable possession of the said parties of the second part, heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seal this Eleventh day of February A. D. 1918.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

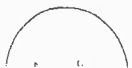
J. A. Schwalbach
Fred. R. Schwalbach

Ursin F. Schlasfer (SEAL)
Cora A. Schlasfer (SEAL)
(SEAL)
(SEAL)

STATE OF WISCONSIN, } ss.
Washington County, } Personally came before me this 11th day of February A. D. 1918,
the above named Ursin F. Schlasfer and Cora A. Schlasfer, his wife,

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Received for record this 19th day of February A. D. 1918 at 9³⁰



J. A. Schwalbach
Notary Public, Washington County, Wisconsin.

1918

ABER

This IndentureMade this 23rd day of MayA. D. 1925

between Adolph P. Weber and Mammie Weber, his wife, of 1st Ward
Washington County, Wisconsin part of the first part, and
Frank Schuman, single, of the Town of Germantown, Washington
County, Wisconsin part of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar and other
valuable considerations
 to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted,
 bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto
 the said party of the second part, his heirs and assigns forever, the following described Real Estate, situated in the County of Washington, and State
 of Wisconsin, to-wit:

That part of the Southeast quarter ($39\frac{1}{4}$) of the north
 east quarter ($16\frac{1}{4}$) of Section numbered Twenty-two (22)
 Township number nine (9) North, Range Twenty (20) East,
 which is bounded by a line described as follows: —
 commencing at a point in the east line of said Section,
 which point is situated 315.80 feet north of the East
 quarter post of said Section and running thence north
 134.70 feet; thence west 589 feet, thence south $10\frac{1}{2}$ degrees
 East 339.00 feet, thence South $29\frac{1}{2}$ degrees West 749 feet, thence
 South $51\frac{1}{2}$ degrees East 154.20 feet, thence East 569.80 feet to
 the place of beginning, containing ten acres of land.

TOGETHER, with all and singular, the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and all the estate, right, title, interest,
 claim or demand whatsoever, of the said parties of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises
 and their Hereditaments and Appurtenances.

TO HAVE AND TO HOLD the said premises as above described, with the Hereditaments and Appurtenances, unto the said party of the second part, and
 to his heirs and assigns FOREVER.

AND THE SAID Adolph P. Weber and Mammie Weber, his wife
for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said
party of the second part, his heirs and assigns, that at the time of the enrolling and delivery of these presents
they are well seized of these premises above described as of a good, sure, perfect,
 absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.

and that the above bargained premises, in the quiet and peaceable possession of the said party of the second part, his
heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they
 will forever WARRANT AND DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand, seal and seal this 23
 day of May, A. D. 1925.

Signed and Sealed in Presence of

F. H. Schuman
Notary Public
STATE OF WISCONSIN
Washington County

Adolph P. Weber (SEAL)
Mammie Weber (SEAL)
Frank Schuman (SEAL)

Personally came before me, this 23rd day of May, A. D. 1925,
 the above named Adolph P. Weber and Mammie Weber, his wife
 to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Received for Record this 23 day of May
1925 at 9 o'clock A.M.
W. T. Linn
 Register of Deeds.

Deputy.

F. H. Schuman
 Notary Public Washington County, Wis.
 My commission expires Jan 23 A. D. 1927

1925

151484

Sheriff's Deed.

Whereas, a judgment of foreclosure and sale was rendered in the Circuit Court of Washington County, Wisconsin, on the 20th day of March, 1931, in a certain action wherein Adolph P. Weber was plaintiff and Frank Schwann, Robert Phillips and Eugene Zemet were defendants, and in pursuance thereof, after due advertisement, the mortgaged premises hereinafter described were sold on the 21st day of May, 1932, to Adolph P. Weber for the sum of Five Thousand Three Hundred ninety five dollars, he being the best bidder therefor;

And Whereas, the said Adolph P. Weber is now entitled to a conveyance thereof according to law;

Now, therefore, the undersigned Theodore Wolkebeck, sheriff of Washington County, Wisconsin, in consideration of the premises and the sum of Five Thousand Three Hundred ninety five dollars paid by the said Adolph P. Weber, hereby conveys to the said Adolph P. Weber the following tract of land in Washington County, Wisconsin, to-wit:

That part of the South east quarter of the North east quarter of section Number twenty-two (22) in Township Nine (9) North of Range Twenty (20) East, which is bounded by a line described as follows: Commencing at a point in the East line of said section, which point is situated three hundred fifteen and eighty one-hundredths (315.80) feet North of the East quarter post of said section, running thence North seven hundred thirty-four and seventy-one-hundredths (734.70) feet, thence West five hundred eighty-nine (589) feet, thence South ten and one half (10 1/2) degrees East three hundred thirty-nine (339) feet, thence South twenty-nine and one half (29 1/2) degrees West three hundred forty-nine (349) feet, thence South fifty-one and one half (51 1/2) degrees East one hundred fifty-four and twenty one-hundredths (154.20) feet, thence East five hundred eighty-nine and eighty one-hundredths (589.80) feet to the place of beginning, containing ten (10) acres of land, more or less, in Washington County, Wisconsin.

Witness the hand and seal of the said sheriff This 31st day of May, 1932.

In Presence of:
 Claudia M. Seidl
 E. L. Sawyer

Theodore Wolkebeck (Seal)
 Sheriff, Washington County, Wis.

State of Wisconsin } ss.
 Washington County }

Personally came before me this 21st day of May, 1932, the above named Theodore Wolkebeck, sheriff of Washington County, Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledged the same as such sheriff.

(Seal) Claudia M. Seidl
 Notary Public, Washington Co. Wis.
 My Commission expires Nov. 25, 1934.

Received for record the 3 day
 of June, 1932 at 9:00 A.M.
 W. J. Leins - Register.

1932

NUMBER

158690

This Indenture, Made this 3rd day of May A. D. 1935
between Adolph P. Weber, single
Gladys C. Schmitz part Y of the first part, and

part 128 of the second part.
WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of One Dollar and other
Good and valuable Considerations Dollars
to him in hand paid, by the said part 128 of the second part, the receipt whereof is hereby confessed and acknowledged, he is
given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give give, grant, bargain, sell, remise, release,
alien, convey and confirm unto the said part 128 of the second part their heirs and assigns forever, the following described Real Estate,
situated in the County of Washington, and State of Wisconsin, to-wit:

That part of the Southeast Quarter of the Northeast Quarter of Section Twenty-two (22), Township Nine (9), of Range Twenty (20) East, which is bounded by a line described as follows: Commencing at a point in the East line of said Section which point is situated three hundred fifteen and eighty one-hundredths (315.80) feet North of the East Quarter post of said Section, running thence North seven-hundred thirty four and seventy one-hundredths (734.70) feet, thence West five-hundred eighty-nine (589) feet, thence South Ten and one-half (10½) degrees East three-hundred thirty-nine (339) feet, thence South twenty-nine and one-half (29½) degrees West three-hundred forty-nine (349) feet, thence South fifty-one and one-half (51½) degrees East one-hundred fifty-four and twenty hundredths (154.20) feet, thence East five-hundred eighty-nine and eighty hundredths (589.80) feet to the place of beginning containing in all Ten acres of land more or less in Washington County, Wisconsin.

\$2.00 Revenue Stamps

TOGETHER, with all and singular, the Hereditaments and Appurtenances thereunto belonging or in anywise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part Y of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their Hereditaments and Appurtenances.

TO HAVE AND TO HOLD the said premises as above described, with the hereditaments and appurtenances, unto the said parties of the second part, and to their heirs and assigns FOREVER.

AND THE SAID Adolph P. Weber

for himself, his heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said part 128 of the second part their heirs and assigns, that at the time of the sealing and delivery of these presents he is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.

and that the above bargained premises in the quiet and peaceable possession of the said part 128 of the second part, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof they will forever WARRANT AND DEFEND.

IN WITNESS WHEREOF, the said part Y of the first part he is hereunto set his hand and seal this 3rd day of May A. D. 1935.

Signed and Sealed in Presence of

Warren H. HarrisPaul Harris.

STATE OF WISCONSIN,

Dane County, } ss.Adolph P. Weber. (SEAL)

(SEAL)

(SEAL)

(SEAL)

Personally came before me, this

3rd

day of

MayA. D. 1935the above named Adolph P. Weber, single

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Received for Record this 5 day ofJulyA. D. 1935 at 2 o'clock P.M.Edwin Pick.

Register of Deeds.

Deputy.

Seal

Warren H. HarrisNotary Public Dane County, Wis.My Commission expires July 17 A. D. 1935

679023

VOL 1464 PAGE 577

MICHAEL JOSEPH SCHMITZ

as Personal Representative of the estate of
JOSEPH A. SCHMITZ

("Decedent").

for a valuable consideration conveys, without warranty, to
MICHAEL JOSEPH SCHMITZthe following described real estate in Washington
State of Wisconsin thereafter called the "Property":Grantee,
County,Michael J. Schmitz
500 E. Juniper Court
Nequon, WI 53092

Tax Parcel No:

All that part of the Northeast One Quarter (NE 1/4) of Section Twenty Two
(22), Township Nine (9) North, Range Twenty (20) East, Village of Germantown,
Washington County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Northeast Quarter Section;
thence North 1 degree 37 minutes 38 seconds West along the East line of
said Northeast 1/4 Section, 145.80 feet to the place of beginning of the
lands to be described; thence South 88 degrees 31 minutes 20 seconds West,
583.42 feet; thence North 52 degrees 51 minutes 50 seconds West, 151.69
feet; thence North 28 degrees 20 minutes 20 seconds East, 351.05 feet;
thence North 11 degrees 50 minutes 25 seconds East, 339.94 feet to a point
on the South line of Williams Drive; thence North 28 degrees 39 minutes
35 seconds East, 588.09 feet to a point on the East line of said Northeast
1/4 Section; thence South 1 degree 37 minutes 38 seconds East, along said
East line 712.87 feet to the place of beginning. (Approximately 9.9855 +/- Gross.)

EXEMPT UNDER SEC. 77.25(11) WIS. Stats.

Personal Representative by this deed does convey to Grantee all of the estate and interest in the Property which
the Decedent had immediately prior to Decedent's death, and all of the estate and interest in the Property which the
Personal Representative has since acquired.

Dated this 14 day of October, 1994.

(SEAL)

Michael Joseph Schmitz (SEAL)

Michael Joseph Schmitz
Personal Representative

AUTHENTICATION

Signature(s)

Michael Joseph Schmitz

authenticated this 14 day of October, 1994

Karen M. Christianson

Karen M. Christianson

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,
author and by § 204.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney Karen M. Christianson

West Bend, WI 53095

(Signatures may be authenticated or acknowledged. Both
are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

Milwaukee County.

Personally came before me this 14 day of
October, 1994, the above named
Michael Joseph Schmitzto me known to be the person who executed the
foregoing instrument and acknowledged the same.Cudith O. Lampe
Notary Public Milwaukee County, Wis.
My Commission expires

date: August 25, 1996

DOCUMENT NO.

683769

STATE BAR OF WISCONSIN FORM 1-1982
WARRANTY DEED

VOL 1480 PAGE 53

THIS SPACE RESERVED FOR RECORDING DATA

RECORDED

Dec 29 1 56 PM '94

RECEIVED

This Deed, made between
Michael Joseph Schmitz

and Terry J. Kurtenbach and Kristie K. Kurtenbach,
husband and wife

Witnesseth, That the said Grantor, for a valuable consideration,
conveys to Grantee the following described real estate in Washington
County, State of Wisconsin:

RETURN TO
Terry Kurtenbach
WIS 11685 Pilgrim Road
Germantown, WI 53022
Part of
Tax Parcel No: GTNV 221-995

Lot 4 in Pleasant Hill Estates being a Redivision of Lot 4 in the Assessors Plat
of the SE 1/4 of the NE 1/4 of Section 22, T9N, R20E, in the Village of
Germantown, Washington County, Wisconsin.

TRANSFER
\$ 750.00
FEE

This is not homestead property.
(is) (is not)

Together with all and singular the hereditaments and appurtenances thereunto belonging;
And Michael Joseph Schmitz
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except
municipal and zoning ordinances and agreements entered under them, recorded easements
for the distribution of utility and municipal services, recorded building and use
restrictions and covenants, general taxes levied in the year of closing.
and will warrant and defend the same.

Dated this 19th day of DECEMBER, 1994

(SEAL)

Michael Joseph Schmitz (SEAL)

Michael Joseph Schmitz

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s)

authenticated this day of 1994

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706.05, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Bess J. Behling for Coldwell
Banker Premier Real Estate

(Signatures may be authenticated or acknowledged. Both
are not necessary.)
/sg

ACKNOWLEDGMENT

STATE OF WISCONSIN

County, ss.

Personally came before me this 19th day of
DECEMBER, 1994 the above named
Michael Joseph Schmitz

to me known to be the person who executed the
foregoing instrument and acknowledge the same.

Notary Public
My Commission expires 7/3, 1995

*Names of persons signing in any capacity should be typed or printed below their signatures.

STATE BAR OF WISCONSIN
FORM NO. 1-1982

Wisconsin Legal Blank Co. Inc.

STATE BAR OF WISCONSIN FORM 2 - 1998
WARRANTY DEED

Document Number

DOC#: 981879



Recorded
MAR. 26, 2003 AT 09:00AM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$11.00
Transfer fee: \$1199.70

This Deed, made between ~~TERRANCE J KURTENBACH~~
~~KRISTIE K KURTENBACH~~ AKA TERRY J KURTENBACH AKA
TERRY KURTENBACH AND KRISTIE K KURTENBACH,
HUSBAND AND WIFE

Grantor,

and BENJAMIN L ERICKSON AND PAULA J ERICKSON,
HUSBAND AND WIFE

Grantee.

Grantor, for a valuable consideration, conveys and warrants to
Grantee the following described real estate in WASHINGTON
County, State of Wisconsin.

Recording Area

Name & Return Address

BENJAMIN L ERICKSON and PAULA J ERICKSON
W156 N11685 PILGRIM ROAD
GERMANTOWN, WI 53022

GTNV 221 081

Parcel Identification Number (PIN)

This is homestead property.

TRANSFER
\$ 1,199.70
FEE

LOT FOUR (4) IN PLEASANT HILL ESTATES, BEING A REDIVISION OF LOT FOUR (4) IN THE
ASSESSOR'S PLAT OF THE SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER
(1/4) OF SECTION TWENTY-TWO (22), IN TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST,
IN THE VILLAGE OF GERMANTOWN, COUNTY OF WASHINGTON, OF WISCONSIN.

Exceptions to warranties: Municipal and zoning ordinances and agreements entered under them, recorded easements for the
distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the
year of dosing.

Dated this 24th day of MARCH, 2003

Terrance J Kurtenbach (SEAL)
*TERRANCE J KURTENBACH

Kristie K Kurtenbach (SEAL)
*KRISTIE K KURTENBACH

AUTHENTICATION

Signature(s) _____
authenticated this _____ day of _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not,
authorized by \$706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

JOAN READ

Coldwell Banker Residential Brokerage

(Signatures may be authenticated or acknowledged. Both are not
necessary.)

ACKNOWLEDGEMENT

State of Wisconsin,

Franklin County, } ss.

Personally came before me this 24th day
of MARCH, 2003, the above named TERRANCE J
KURTENBACH and KRISTIE K KURTENBACH to me known to
be the person(s) who executed the foregoing instrument and
acknowledge the same.

Laura A. Souza

* LAURA A. SOUZA

Notary Public, State of Wisconsin

My commission is permanent. (If not, state expiration date:
May 2, 2007.)

* Names of persons signing up in any capacity must be typed or printed below their signature.

DOC# 1169206



Recorded

AUG. 16, 2007 AT 01:25PM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: \$13.00
Transfer Fee: \$1,320.00

DOCUMENT NO

WARRANTY DEED

Name & Return Address

PRUDENTIAL RELOCATION
16260 N 71st STREET
SCOTTSDALE AZ 85254

13.2

This Deed, made between Benjamin L. Erickson and Paula J. Erickson, husband and wife, Grantor, and Prudential Relocation, Inc.

of 16260 North 71st Street, 2nd Floor Reception, Scottsdale, AZ 85254

Grantee,

Witnesseth, That the said Grantor, for \$1.00 and other good and valuable consideration conveys to Grantee the following described real estate in Washington County, State of Wisconsin:

TRANSFER
1,320.00
FEE

PIN GTNV 221 081

Lot Four (4) in Pleasant Hill Estates being a Redivision of Lot Four (4), in the Assessor's Plat of the Southeast One-quarter (1/4) of the Northeast One-Quarter (1/4) of Section Twenty-two (22), Township Nine (9) North, Range Twenty (20) East, in the Village of Germantown, Washington County, Wisconsin

This IS homestead property.
(is) (is not)

Together with all and singular the hereditaments and appurtenances thereunto belonging; and Benjamin L. Erickson and Paula J. Erickson warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except

and will warrant and defend the same.

2007

Dated this 7th day of August, 2007
B L Erickson
 Benjamin L. Erickson
Paula J Erickson
 Paula J. Erickson

Illinois
 STATE OF ~~WISCONSIN~~
Kane County.

ACKNOWLEDGMENT

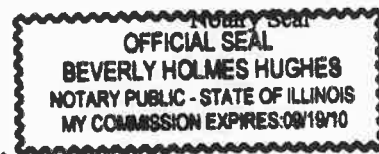
Personally came before me this 7th day of August, 2007 the above
 named Benjamin L. Erickson married to Paula Erickson (fill in marital status) to me
 known to be the person who executed the foregoing instrument and acknowledge the same.

B L Erickson

*
 Notary Public Kane County County, Wis. IL

My commission is permanent. (If not, state expiration date: 9-19-10)

*Names of persons signing in any capacity should be typed or printed below their signatures.



Illinois
 STATE OF ~~WISCONSIN~~
 County.

ACKNOWLEDGMENT

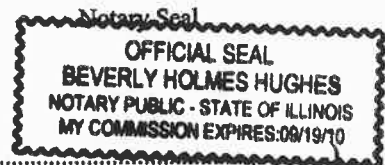
Personally came before me this 7th day of August, 2007 the above
 named Paula J. Erickson married to Benjamin Erickson (fill in marital status) to me
 known to be the person who executed the foregoing instrument and acknowledge the same.

B L Erickson

*
 Notary Public Kane County County, Wis. IL

My commission is permanent. (If not, state expiration date: 9-19-10)

*Names of persons signing in any capacity should be typed or printed below their signatures.



THIS INSTRUMENT WAS DRAFTED BY

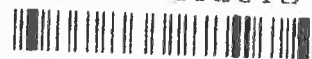
F.R.S.
 7330 San Pedro, Suite 300
 San Antonio, TX 78216
 Amber Benton 518622 1920232

2007

DOCUMENT NO.

WARRANTY DEED

DOC# 1213016



Name & Return Address

Return To:

Empower Credit Union

231 W. Michigan Street-P258

Milwaukee, WI 53203-2918

Recorded

Mar. 06, 2009 AT 09:30AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: \$13.00
Transfer Fee: \$861.00

This indenture, Made this 27th day of

February, A.D. 2009, between Prudential Relocation, Inc., a Corporation duly organized and existing under and by virtue of the laws of the State of Colorado, with an office and principal place of business at 16260 North 71st Street, 2nd Floor Reception, Scottsdale, AZ 85254, Grantor, and

Kipley P. Wagner & Magdelene S. Magdelene S. Wagner, Husband & Wife
Grantee,

PIN GTNV 221 081

Witnesseth, That the said Grantor, for and in consideration of the sum of \$1.00 and other good and valuable consideration to it paid by the said Grantee, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, alien, convey, and confirm unto the said Grantee, his/her/their heirs and assigns forever, the following described real estate, situated in the County of Washington, State of Wisconsin, to-wit:

Lot Four (4) in Pleasant Hill Estates being a Redivision of Lot Four (4), in the Assessor's Plat of the Southeast One-quarter (1/4) of the Northeast One-Quarter (1/4) of Section Twenty-two (22), Township Nine (9) North, Range Twenty (20) East, in the Village of Germantown, Washington County, Wisconsin

This is homestead property.
(is) (is not)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said Grantee, and to his/her/their heirs and assigns FOREVER.

And the said Grantor, for itself and its successors, does covenant, grant, bargain and agree to and with the said Grantee, his/her/their heirs and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all encumbrances, whatever,

and that the above bargained premises in the quiet and peaceable possession of the said Grantee, his/her/their heirs, and assigns, against all and every person or persons lawfully claiming by, through or under said Grantor and none other.

In Witness Whereof, the said Grantor, has caused these presents to be signed by _____, this _____ day of _____, A.D., _____.

TRANSFER FEE
\$ 861.00

Prudential Relocation, Inc.

By: [Signature]

Its: BSSP SEC

DOC# 1213016

Printed Name: JAMES W. MALCOLM

ACKNOWLEDGMENT

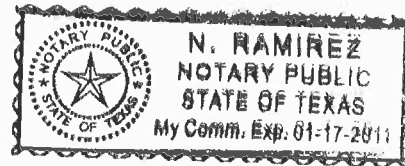
STATE OF Texas

Bexar County

Personally came before me this 14 day of August, 2007 the above named James W. Malcolm, Asst. Sec of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Asst. Sec of said Corporation, and acknowledged that he/she executed the foregoing instrument as such officer as the deed of said Corporation, by its authority.

Notary Seal

* N. Ramirez
Notary Public, Bexar County, Texas
My commission expires: _____
N. Ramirez



*Names of persons signing in any capacity should be typed or printed below their signatures in black ink.

THIS INSTRUMENT WAS DRAFTED BY
FRS
7330 San Pedro, Suite 300
San Antonio, TX 78216
Amber Benton 518622 1920232

Accurate Appraisal, LLC.

Germantown Village of - Detailed Search Results

Property Information:

This information was updated on 09/19/2013.

IDENTIFYING INFORMATION	
Parcel Number	GTNV221081
Property Address	156 PILGRIM RD
Parcel Type	RES

SITE DATA			
Lot Size (Square Feet)	169884	Zoning	1
Lot Size (Acres)	3.9	Description	Not Applicable

ASSESSED VALUE			
Class	Land	Improvement	Total
A	143800	165900	309700

DWELLING DATA			
Year Built	1856	Basement (Sq Ft)	1252
Stories	2.25	Finished Basement (Sq Ft)	0
Style	08-Residence O/S	First Story (Sq Ft)	1720
Bedrooms	4	Second Story (Sq Ft)	1068
Full Baths	2	Additional Story (Sq Ft)	0
Half Baths	1	Half Story Finished (Sq Ft)	0
Heating	BASIC	Finished Attic (Sq Ft)	0
		Total Living Area (Sq Ft)	2788

COMMERCIAL PROPERTY INFORMATION		
Description	Year Built	Area (Sq Ft)

Disclaimer: Information considered accurate, but not guaranteed.

Phone:
(920) 749-8098
(800) 770-3927

1428 Midway Road
P.O. Box 415
Menasha, WI 54952-0415

Fax & Email:
(920) 749-8099
info@accurateassessor.com

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Village of



Germantown

Community Development Department

Jeffrey W. Retzlaff, AICP, Director
N112 W17001 Mequon Road P.O. Box 337
Germantown, WI 53022-0337
(262) 250-4735 direct line
(262) 253-8255 fax

August 29, 2013

Denise Hoinacki, Secretary
Historic Preservation Commission
N112 W17001 Mequon Road
Germantown, WI 53022

RE: Wagner Property; W156 N11685 Pilgrim Road

Ms. Hoinacki:

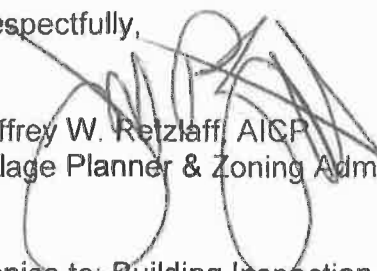
The purpose for this letter is to confirm the Village of Germantown's Community Development Department's support for the property owner's request for historic designation of the above cited property. There are no outstanding zoning or building code issues affecting this property.

The subject property is 2.6-acres in area and located in the Rs-3 Single-family Residential Zoning District. The property is also located in that area of the Village designated as "Low Density Residential" on the Village's 2020 Land Use Plan map. I understand that a significant amount of effort has already been put into preserving and enhancing the character and appropriateness of the structure and overall property.

As required under Section 26.06(1)(b)(2), the Village Plan Commission is required to consider this application within thirty (30) days after the Historic Preservation Commission decision. Please inform the property owner that they are responsible for ensuring that their application is scheduled before the Plan Commission. They should contact the Planning Department to discuss how their application will be processed, meeting dates, forms, and application fees (\$75). The owner is encouraged to include in their application specific details on the history of the property and a copy of whatever documentation they provided to the Historic Preservation Commission.

Please contact me if you have question or concerns with the comments provided herein.

Respectfully,


Jeffrey W. Retzlaff, AICP
Village Planner & Zoning Administrator

Copies to: Building Inspection Department

Denise Hoinacki

From: Chief Peter Hoell <phoell@germantownpolice.org>
Sent: Wednesday, August 28, 2013 1:12 PM
To: Denise Hoinacki
Subject: RE: HPC Application

The Police Dept. has no objections.

Chief Peter Hoell

*Peter G Hoell
Chief of Police
Germantown Police Department
N112 W16877 Mequon rd.
Germantown, WI. 53022
PH 262-253-7788
Fax 262-253-7787
E-mail phoell@germantownpolice.org*

Excellence In Police Service

From: Denise Hoinacki [<mailto:dhoinacki@wi.rr.com>]
Sent: Wednesday, August 28, 2013 12:04 PM
To: Dan Ludwig ; Gary Pollpeter ; Jeff Retzlaff; Justin Casperson; Mike Guttman; Chief Peter Hoell
Subject: HPC Application

The Historic Preservation Commission is considering an application from Kip and Maggie Wagner for their property (known as Pleasant Hill) located at W156 N11685 Pilgrim Road for historic designation.

As part of the review and adoption procedure, the historic preservation code, Sec. 26.06 (1)(b)1, requires us to solicit your comments on any present or future project or condition that would directly affect the applicant's property. Your comments and the information received are taken into consideration before approving or denying an application.

If there are any issues with the property a brief note stating your concerns is required.

If there are no issues with the property a brief note to that effect is also required.

I thank you in advance for your attention to our request.

*Denise E. Hoinacki – Secretary
Village of Germantown Historic Preservation Commission
N112 W17001 Mequon Road
Germantown, WI 53022
262-251-8513
dhoinacki@wi.rr.com*

Denise Hoinacki

From: Gary Pollpeter <gpollpeter@germantownfiredept.com>
Sent: Thursday, August 29, 2013 7:40 AM
To: 'Denise Hoinacki'; Dan Ludwig ; Jeff Retzlaff; Justin Casperson; Mike Guttman; Peter Hoell
Subject: RE: HPC Application

I recommend approval of the application. Thank you.

Gary Pollpeter
Fire Chief
Village of Germantown
N115 W18752 Edison Drive
Germantown, Wisconsin 53022
Phone 262-502-4701 ext 1701
Fax 262-502-4744
e-mail gpollpeter@germantownfiredept.com
NFA-EFO

From: Denise Hoinacki [<mailto:dhoinacki@wi.rr.com>]
Sent: Wednesday, August 28, 2013 12:04 PM
To: Dan Ludwig ; Gary Pollpeter; Jeff Retzlaff; Justin Casperson; Mike Guttman; Peter Hoell
Subject: HPC Application

The Historic Preservation Commission is considering an application from Kip and Maggie Wagner for their property (known as Pleasant Hill) located at W156 N11685 Pilgrim Road for historic designation.

As part of the review and adoption procedure, the historic preservation code, Sec. 26.06 (1)(b)1, requires us to solicit your comments on any present or future project or condition that would directly affect the applicant's property. Your comments and the information received are taken into consideration before approving or denying an application.

If there are any issues with the property a brief note stating your concerns is required.

If there are no issues with the property a brief note to that effect is also required.

I thank you in advance for your attention to our request.

Denise E. Hoinacki – Secretary
Village of Germantown Historic Preservation Commission
N112 W17001 Mequon Road
Germantown, WI 53022
262-251-8513
dhoinacki@wi.rr.com

Denise Hoinacki

From: Dan Ludwig <dludwig@village.germantown.wi.us>
Sent: Thursday, August 29, 2013 4:22 PM
To: Denise Hoinacki; Gary Pollpeter ; Jeff Retzlaff; Justin Casperson; Inspector; Peter Hoell
Subject: RE: HPC Application

Denise,

Public Works Department doesn't have any issues with the parcel: "Pleasant Hill" seeking a historic designation.

Dan Ludwig
Public Works Director

From: Denise Hoinacki [<mailto:dhoinacki@wi.rr.com>]
Sent: Wednesday, August 28, 2013 12:04 PM
To: Dan Ludwig; Gary Pollpeter ; Jeff Retzlaff; Justin Casperson; Inspector; Peter Hoell
Subject: HPC Application

The Historic Preservation Commission is considering an application from Kip and Maggie Wagner for their property (known as Pleasant Hill) located at W156 N11685 Pilgrim Road for historic designation.

As part of the review and adoption procedure, the historic preservation code, Sec. 26.06 (1)(b)1, requires us to solicit your comments on any present or future project or condition that would directly affect the applicant's property. Your comments and the information received are taken into consideration before approving or denying an application.

If there are any issues with the property a brief note stating your concerns is required.

If there are no issues with the property a brief note to that effect is also required.

I thank you in advance for your attention to our request.

*Denise E. Hoinacki – Secretary
Village of Germantown Historic Preservation Commission
N112 W17001 Mequon Road
Germantown, WI 53022
262-251-8513
dhoinacki@wi.rr.com*

Denise Hoinacki

From: Justin Casperson <jcasperson@village.germantown.wi.us>
Sent: Thursday, August 29, 2013 3:58 PM
To: Jeff Retzlaff; Denise Hoinacki; Dan Ludwig; Gary Pollpeter ; Inspector; Peter Hoell
Subject: RE: HPC Application

No issues from Park and Recreation.

*Justin Casperson
Park & Recreation Director
Village of Germantown
262-250-4710*

From: Jeff Retzlaff
Sent: Thursday, August 29, 2013 3:25 PM
To: Denise Hoinacki; Dan Ludwig; Gary Pollpeter ; Justin Casperson; Inspector; Peter Hoell
Subject: RE: HPC Application

No issues for Community Development (Planning & Zoning, Building Inspection)

Jeffrey W. Retzlaff, AICP

Director/Village Planner/Zoning Administrator

Community Development Department

Village of Germantown

N112 W17001 Mequon Road

262-250-4735 Tel

262-253-8255 FAX

jretzlaff@village.germantown.wi.us

From: Denise Hoinacki [<mailto:dhoinacki@wi.rr.com>]
Sent: Wednesday, August 28, 2013 12:04 PM
To: Dan Ludwig; Gary Pollpeter ; Jeff Retzlaff; Justin Casperson; Inspector; Peter Hoell
Subject: HPC Application

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I thank you in advance for your attention to our request.

Denise E. Hoinacki – Secretary

Village of Germantown Historic Preservation Commission

N112 W17001 Mequon Road

Germantown, WI 53022

262-251-8513

dhoinacki@wi.rr.com

Denise Hoinacki

From: Inspector <Inspector@village.germantown.wi.us>
Sent: Thursday, August 29, 2013 8:35 AM
To: dhoinacki@wi.rr.com
Subject: Historic Preservation Meeting-W156N11685 Pilgrim Road

Good Morning,

At this time, we have no issues with the above noted address re: Historic status. If any further questions, give us a call. Thanks!

Mike Guttman
Building Inspector, Village of Germantown

**BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: February 17, 2014

AGENDA ITEM: New Business (RESOLUTION)

ITEM TITLE: Bielinski Holdings LLC, Property Owner; Prairie Glen North
Planned Development District (PDD) Amendments

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

SUMMARY EXPLANATION:

Tim Voeller, agent for Bielinski Holdings LLC is requesting approval of amendments to the Prairie Glen North General Development Plan and Planned Development District (PDD) conditions and restrictions resolution for the 14.4-acre property located adjacent to and north of the Prairie Glen Subdivision on Wasaukee Road in order to develop a 17-lot residential project.

Development of the 40-acre Prairie Glen "conservation design" subdivision as a Planned Development District (PDD) was approved by the Village in 1999. Prairie Glen contains 31 single-family lots and 23 acres of common open space. In 2002, a 14-acre expansion known as "Prairie Glen North" was approved by the Village. Prairie Glen North was approved for an additional 17 single-family lots with the same conservation design principles and amenities. Unfortunately, development of Prairie Glen North never took place. The PDD resolution adopting the conditions and restrictions for Prairie Glen North (Resolution No. 39-02) contained a provision that PDD Zoning District would revert back to the previous agricultural zoning if development did not commence within one (1) year after approval. In 2008, Bielinski Homes requested (and was subsequently granted) re-approval of the Prairie Glen North PDD Zoning District and General Development Plan for a 16-lot conservation subdivision of the 14-acre parcel. This amendment increases the lot count back to 17 lots as originally approved in 2002.

The Plan Commission determined that the amendments are "minor" changes and do not warrant a public hearing.

ATTACHMENTS:

- ◆ 1/13/14 Staff Report
- ◆ 1/13/14 Plan Commission Meeting Minutes
- ◆ Draft Conditions & Restrictions Resolution (Amending Res. No. 39-02)
- ◆ Revised General Development Plan

PLAN COMMISSION RECOMMENDATION:

APPROVE the Prairie Glen North PDD General Development Plan and Conditions & restrictions resolution amendments as drafted.

PDD REZONING APPLICATION: General Development Plan 1/13/14 Plan Commission Meeting

Bielinski Homes Property/Prairie Glen North

Village Planner Report

Germantown, Wisconsin

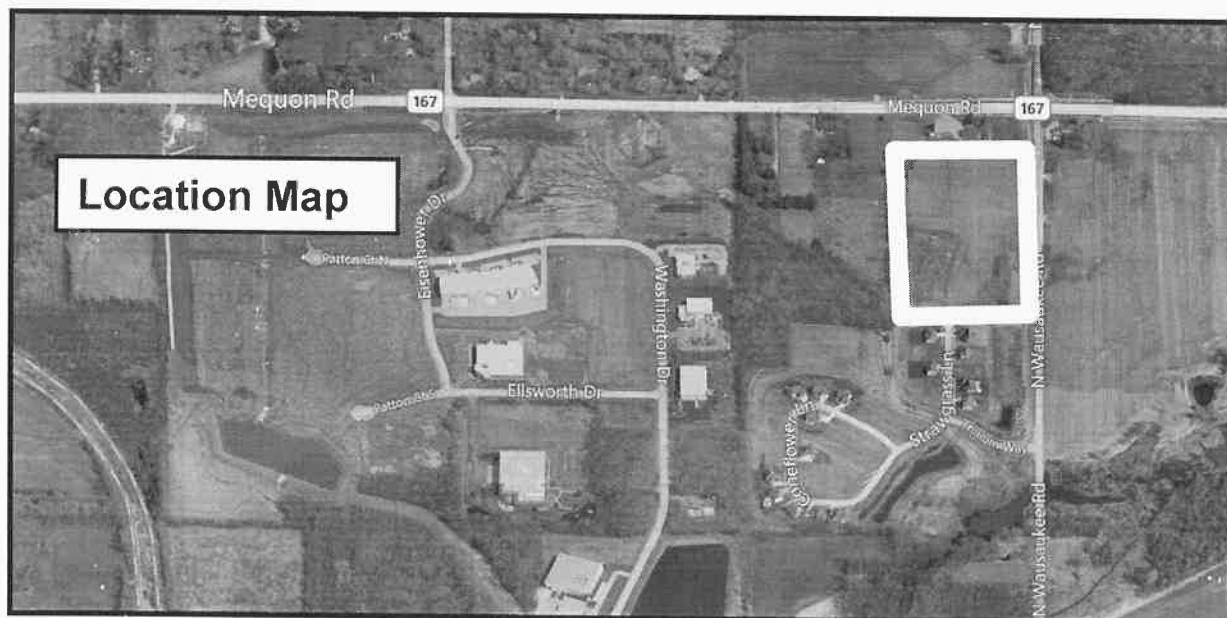
Summary

Tim Voeller, agent for Bielinski Holdings LLC, property owner, is requesting approval of an amendment to the Prairie Glen North General Development Plan and Planned Development District (PDD) conditions and restrictions resolution for the 14.4-acre property located adjacent to and north of the Prairie Glen Subdivision on Wasaukee Road in order to develop a 17-lot residential project.

Property Location: Wasaukee Road south of Mequon Road
Applicant/Property Owner: Bielinski Holdings LLC
c/o Tim Voeller
1830 Meadow Lane Suite A
Pewaukee, WI 53072

Current Zoning: Rs-4/PDD: Single-family

Adjacent Land Uses		Zoning
North	Residential	Rs-3
South	Residential (Prairie Glen)	Rs-4/PDD
East	Agricultural (City of Mequon)	A-1
West	Residential	Rs-1



Background

Development of the 40-acre Prairie Glen "conservation design" subdivision as a Planned Development District (PDD) was approved by the Village in 1999. Prairie Glen contains 31 single-family lots (15,000 SF min. lot size), 23 acres of common open space with nature trails, public sidewalks, areas of woodland, wetland and prairie restoration, and significant buffer areas around the development.

In 2002, a 14-acre expansion known as "Prairie Glen North" was approved by the Village. Prairie Glen North was approved for an additional 17 single-family lots with many of the same conservation design principles and amenities. Unfortunately, development of Prairie Glen North never took place. The PDD resolution adopting the conditions and restrictions for Prairie Glen North (Resolution No. 39-02; copy attached) contained a provision that PDD Zoning District would revert back to the previous agricultural zoning if development did not commence within one (1) year after approval.

In 2008, Bielinski Homes requested (and was subsequently granted) re-approval of the Prairie Glen North PDD Zoning District and General Development Plan a 16-lot conservation subdivision of the 14-acre parcel with the following characteristics:

Prairie Glen North (2008 version)	
Total Area	14.4 acres
Total Lots	16 single-family
Range of Lot Sizes	17,713 to 22,073 sqft
Avg. Lot Size	19,478 sqft
Open Space Area	5.43 acres or 37.5% (3 outlots)

While approval of the 2008 Prairie Glen North PDD rezoning and revised General Development Plan was granted by the Village, a revised conditions and restrictions resolution was never adopted because the development never moved forward.

At this time, Tim Voeller, agent for Bielinski Holdings LLC, property owner, is requesting approval of revisions to the Prairie Glen North General Development Plan and re-approval of the PDD conditions and restrictions resolution.

As presented in the attached plan, the proposed Prairie Glen North development has the following characteristics:

Prairie Glen North (2014 version)	
Total Area	14.4 acres
Total Lots	17 single-family
Range of Lot Sizes	17,994 to 27,038 sqft
Avg. Lot Size	20,600 sqft
Open Space Area	4.48 acres or 31.1% (3 outlots)

Staff Analysis

The revised Prairie Glen North development plan (2014 version) continues to reflect a reasonably good “conservation design” road and lot layout for a residential development with a relatively larger lot size (almost 18,000 sqft) when compared to the original Prairie Glen project (min. 15,000 SF). The number of lots is greater (17 lots vs. 16) and lot sizes are slightly larger than the 2008 version of the development plan (new 20,600 sqft average vs. previous 19,480 sqft). As a result, the amount of open space has been reduced by almost an acre from 5.43 to 4.48 acres (37% to 31 percent of the total 14.4 acre development).

Berming, landscaping and the installation of bioretention swales along Wasaukee Road continue to be part of the proposed development plan. The amount of landscaping within the open space areas along the north property line (abutting the land designated for future commercial development on the Village's 2020 Land Use Plan) and along Wasaukee Road is the same. The setback from Wasaukee Road to the back side of the Lot Nos. 32 to 37 is approximately 50 feet. The “higher level of amenities” required in a PDD and proposed for the project includes:

- 4.48 acres of open space
- 5' paved trail along Wasaukee Road and paved internal street sidewalks
- 5' gravel nature trails within open spaces interconnected to Prairie Glen (south)
- street trees along internal streets
- boulevard entrance
- Mesic prairie restoration in the open space
- Use of biofiltration swales as part of the storm water system

Staff supports the proposed amendment to development plan and revisions to the conditions and restrictions resolution (to be adopted in a new resolution to be adopted by the Village Board) for the Prairie Glen North development.

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

In Staff's opinion, all of the proposed amendments are "minor" changes and should not warrant a public hearing as part of the Village Board's review of the amendments.

Finally, the Engineering Department has commented that the boulevard entrance onto Wasaukee Road may require acceleration/deceleration lanes as part of the overall intersection improvement that will be required at the main entrance on Wasaukee Road. Engineering has indicated that the same type of intersection that was installed at Trillium Way for the original Prairie Glen development will be required for Prairie Glen North.

In addition, the extension (and possible looping) of water and sewer utilities to the site will be required. All of which will be subject to a developer agreement with the Village at the time subdivision plat approval is/has been granted by the Village.

Village Planner Recommendation

APPROVE the revised General Development Plan (dated 12/12/13) and revised conditions and restrictions resolution as "minor" changes to the Prairie Glen North PDD subject to Village Board approval.

had met with a couple landscape architects and had a 3 to 5 year plan for parking lot and landscaping improvements.

MOTION Approved as Amended carried unanimously.

Roman Berendt for Weber Homes, Inc. – Virginia Avenue. Request for a consultation with the Plan Commission regarding the development and operation of a 40 bed Community Based Residential Facility (CBRF) on a 2.2 acre parcel located at the west end of Virginia Avenue. Planner Retzlaff summarized the proposal. He explained that the property currently has an existing Conditional Use Permit and site plan for a 20 unit assisted living facility that were approved in 2011. Roman Berendt, representing Weber Homes, also spoke on the project.

Plan Commissioners and staff had the following comments and concerns:

- Outdoor security should be provided for the courtyard area
- The courtyard locations on the north side of the buildings are narrow and will be dark and cold – consider a sitting area in the front of the building
- Reorient buildings to create a larger open area between the buildings
- Major concern with density, the setbacks are too close to lot line, no amenities provided, 40 units too many

Dennis Gritzmacher, Weber Homes, said this is a difficult site to develop. He said he connected with an owner/developer that has a certain economical way of designing these 20 unit buildings and redesigning the building would not be acceptable to him. Planner Retzlaff suggested moving the buildings to the south side of the street. Mr. Gritzmacher said that won't work because of the economics of the improvements.

- What is the plan for the additional land on the south side of property
- Don't like 2 separate buildings – would like to see 1 building
- Don't like parking field in front of building
- Architecture is ok
- Façade could have some variations
- Large courtyard needed

Planner Retzlaff said the existing Conditional Use Permit would need to be revised and possibly extended. Chairman Wolter said the Village Board may question why we need another assisted living facility and that cost of service may be a concern. Mr. Berendt said studies indicate more dementia care facilities are needed.

This item was a consultation. No action was required.

Prairie Glen North – Wasaukee Road. Tim Voeller, agent for Bielinski Holdings LLC, is requesting approval of an amendment to the Prairie Glen North General Development Plan and Planned Development District (PDD) Conditions and Restrictions Resolution for the 14.4-acre property located adjacent to and north of

the Prairie Glen Subdivision on Wasaukee Road in order to develop a 17 lot residential project. Planner Retzlaff summarized the proposal. Tim Voeller, agent for Bielinski Holdings LLC, commented on the proposed changes.

MOTION Stauffacher second Baum that the proposed changes are "minor".

MOTION carried unanimously.

Trustee Baum asked about the possibility for future development where the road ends to the west. Planner Retzlaff said two neighboring property owners have expressed an interest in further developing their properties.

MOTION Stauffacher second Peck to Approve the Conditions and Restrictions Resolution for Prairie Glen North as proposed in draft by the Village Planner.

Discussion continued regarding traffic. Planner Retzlaff said the Public Works Department may require by-pass lanes as a part of the intersection improvements. He said the Developers Agreement will address public improvement requirements that will ensure the roads are built according to Village standards.

MOTION carried unanimously.

Extreme Stainless – Kleinmann Drive. Prospective purchaser of a 5.65 acre parcel is requesting a consultation with the Plan Commission regarding a proposed 16,000 sqft industrial building. Planner Retzlaff summarized the proposal. He explained the site has a significant amount of wetlands and a 75' gas line easement. Paul Grzeszczak, Briohn Building, also spoke on the project.

Commissioner Peck said the design looks like an efficient use of space and aesthetically looked acceptable. Trustee Baum recommended sliding the building back and moving the water retention pond into the gas easement area to get another row of parking at the street. Mr. Grzeszczak said they will need to work that issue out with the Gas Company. Chairman Wolter asked if Commissioners were ok with the building design. Trustee Baum had no objections. Chairman Wolter said the development is as best as can be expected for the site.

This item was a consultation. No action was required.

Continental 246 Fund LLC and Riversbend County Club Inc. – N96 W18034 County Line Road. Revised site development and building plans for the re-development of a portion of the Riversbend Country Club golf course property to include a new golf club house, one sit-down restaurant (Buffalo Wild Wings) and a 9,200 sqft multi-tenant retail building. Planner Retzlaff summarized the revised plans. He said the traffic study information provided indicate the daily trip traffic projected will increase 30 percent more than what was projected under the approved development plan. He said verification is needed that the list of improvements

RESOLUTION No. ____-14

AMENDING RESOLUTION NO. 39-02
CONTAINING CONDITIONS AND RESTRICTIONS FOR THE
PRAIRIE GLEN NORTH PLANNED DEVELOPMENT DISTRICT (PDD)
(Bielinski Holdings LLC, Property Owner)

WHEREAS, The Prairie Glen North Planned Development District (PDD) was originally created on December 2, 2002 for the subject parcel described in Exhibit 1 attached hereto (hereinafter "the property"); and

WHEREAS, Section 17.27(4) of the Village Code allows for the adoption of and amendments to conditions and restrictions for all Planned Development Districts that specify permitted uses, establish bulk regulations, density standards, dwelling unit size, yard setbacks, etc; and

WHEREAS, The Village Board originally adopted Resolution No. 39-02 creating conditions and restrictions for the Prairie Glen North PDD on December 2, 2002; and

WHEREAS, development of the Prairie Glen North PDD never commenced within the one (1) year construction period set forth in Resolution No. 39-02 thereby causing the Prairie Glen North PDD to expire and zoning of the property changing to the A-1: Agricultural District; and

WHEREAS, Bielinski Holdings LLC applied for rezoning to and the re-creation of the Prairie Glen North PDD for the property described which was granted by the Village Board on April 7, 2008; and

WHEREAS, Bielinski Holdings LLC, property owner, has requested amendments to the General Development Plan for the Prairie Glen North PDD and certain conditions contained in Resolution No. 39-02; and

WHEREAS, the Village Plan Commission did, on January 13, 2014, review said amendments and subsequently determine that the proposed amendments are "minor" and recommend that the Village Board approve the proposed amendments to the General Development Plan and conditions and restrictions; and

WHEREAS, the Village Board did, on February 17, 2014, review and approve the proposed amendments to the Prairie Glen North PDD General Development Plan and conditions and restrictions; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Germantown hereby approves and adopts the following amendments to the Conditions & Restrictions Resolution No. 39-02 and General Development Plan where words underlined are to be added and words ~~stricken~~ are to be deleted:

1. **General Development Plan** --Exhibit 2 General Site Plan and Conceptual Landscaping/Restoration Plan (dated 12/12/13) A, ~~the Site Plan dated August 26, 2002,~~ shall be considered the approved General Development Plan for the subject property, including the number, size and orientation of lots, approximate setbacks, location of streets, location and general character of open space and pedestrian paths. Detailed surveys, grading plans, utility plans, building plans (of non-residential buildings), lighting and landscaping plans shall be presented to the Plan Commission prior to the final approval of a Preliminary Plat. The Preliminary Plat and detailed engineering plans shall conform substantially to the approved General Development Plan. Utility plans shall be based on the standards of the Village Department of Public Works.

If revisions of the development plan are necessary due to adverse site conditions, resubmittal and approval of all revisions by the Plan Commission will be required.

2. **Compliance with Section 24.04(4)(c) Shoreland Wetland Zoning Code** — The project shall comply with current Village Code, including the 25-foot setback from all mapped wetlands and 75-foot setback from the Ordinary High Water Mark of any navigable stream. If the Zoning Administrator suspects the presence of wetlands or navigable stream upon site inspection, an updated delineation will be required. Final delineation of wetlands and navigable streams shall be confirmed by the Southeastern Wisconsin Regional Planning Commission (SEWRPC).
3. **Residential Density and Unit Size** — The project shall include a maximum of 17 housing units on lots no smaller than 15,000 square feet. Future phases must be approved by the Village Board and Plan Commission.
4. **Parking** — The project shall include two garage parking spaces per housing unit. Driveways in front of garages shall be considered adequate visitors parking.
5. **Storm Water Detention** — A storm water management plan must be submitted to the Plan Commission for approval prior to Final Plat approval. The plan shall conform to current Village of Germantown engineering standards.
6. **Architectural Design, Exterior Materials and Building Height** — All buildings must comply with Village height restrictions for the Rs-4 zoning district, Section 17.17 (3). No restrictions are placed on the development regarding specific design of residential buildings. All non-residential buildings, e.g. club house, gazebos, etc. must be approved by the Plan Commission.
7. **Accessory Structures** — Permanent accessory structures must meet the provisions of Section 17.41, Germantown Municipal Code. No modifications from these provisions are approved with the General Development Plan.
8. **Public Utilities** — Sanitary sewer, water and storm sewer (if applicable) shall be

installed to Village standards. Sanitary sewer and water service shall be extended to the property ~~from the southwest~~, the precise design and location of which shall be coordinated with the Public Works Director, Village Engineer, Water and Sewer Utility Superintendents and approved by the Public Works Committee. The developer shall obtain all necessary permits and provide all necessary easements and dedications. The developer shall be responsible for testing infrastructure capacity if required by the Engineering Department. The Developer may be required to extend/construct water utilities "off-site" (i.e. beyond the boundaries of the subject property) in order to provide adequate service to this development as deemed necessary by the Village.

9. **Open Space Ownership and Maintenance** — All open space shown on the General Development Plan shall be owned and maintained by a Homeowners Association in perpetuity. Maintenance guarantees shall be included in the Developer's Agreement.
10. **Street Improvements, Interior Road Construction and Ownership** — All internal roadways intended for dedication shall be approved by the Plan Commission and constructed to standards deemed acceptable to the Department of Public Works. Detailed cross sections shall be approved by the Public Works Committee. Pavement width shall not exceed 36 feet, curb face to curb face, but may be designed to a minimum dimension of 24 feet.

Wasaukee Road intersection improvements shall be coordinated through the Public Works Department and the City of Mequon, as necessary improvements ~~are currently being designed for Gremmer Associates Inc.~~ Detailed engineering for the main entrance must be approved by the Department of Public Works and Plan Commission. Island landscaping shall be maintained by the Homeowner's Association. The proposed roadway shall be constructed to the west property line (between Lots 40 and 41 as shown on the General Development Plan) with adequate signage and/or safety measures deemed necessary by the Village, including a permanent sign to be installed at the end of the paved travelway indicating that the road is intended to be extended to serve future development of land to the west. The Village may require a temporary cul-de-sac or other turn-around at the end of this roadway as deemed necessary by the Village highway Department.

11. **Pedestrian Circulation** — The developer shall install paved sidewalks along Wasaukee Road and the internal streets and gravel pedestrian paths as generally shown on the General Development Plan. The precise design and location of which shall be approved by the Village Plan Commission.

12. **Specific Lighting and Landscaping Plans** — The developer shall submit specific lighting and landscaping plans to the Plan Commission for final approval, prior to Final Plat approval. Lighting and landscaping schemes must comply with Village guidelines. The General Development Plan shall be used as a guide for the general location and character of landscaping, including location of buffers and street trees. A minimum of one street light shall be installed at the entrance of the development. Location of street lighting to be specified in the development agreement. The placement of individual yard lights shall be consistent with the Prairie Glen Residential Development to the south.
13. **Signage** — No signage is approved for this project. A permanent real estate sign may be installed on Wasaukee Road, the specific design and location of which must be approved by the Plan Commission, prior to installation.
14. **Developer's Agreement Required** — A Developer's Agreement shall be entered into with Bielinski Holdings LLC Brothers Builders, Inc. and the Village of Germantown prior to commencement of any construction of improvements.
15. **Expiration** — The developer shall obtain appropriate subdivision plat, developer agreement and construction plan approval in a timely manner. If a preliminary plat has not been submitted to and approved by the Village of Germantown within two (2) years from the date this PDD amendment has been approved by the Village Board, approval shall be deemed to have expired. ~~The developer shall obtain appropriate permits and commence construction of the project within one (1) year from December 2, 2002, the date this rezoning was approved by the Germantown Village Board. If this requirement is not satisfied, the zoning of the property shall revert to A-1 Agricultural and the original General Development Plan shall remain the approved plan for this development.~~

Introduced by: _____

Adopted: _____, 2014

Vote: Ayes: _____ Nays: _____

Dean Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk

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

EXHIBIT 1
Prairie Glen North Planned Development District (PDD)
Legal Description

Tax Key No: GTNV 251-982

Being all of Lot 2 of Certified Survey Map No. 5632, recorded in the Washington County Register of Deeds as Document No. 991155 located in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 25, Township 9 North, Range 20 East in the Village of Germantown, Washington County, Wisconsin, as described as follows:

Commencing at the E $\frac{1}{4}$ corner of said Section 25; thence N02003'18"W, 1318.16 feet along the east line of the NE $\frac{1}{4}$ of said Section 25; thence S88003'41"W, 60.00 feet to the point of beginning of the hereinafter described lands; thence continuing S88003'41"W, 602.11 feet; thence N02007'40"W, 1040.44 feet; thence N88011'28"E, 603.44 feet to a point 60.00 feet westerly of and parallel to the east line of the NE $\frac{1}{4}$ of said Section 25; thence S02003'18"E, 1039.07 feet along said westerly line to the point of beginning. Said lands contain 626,735 square feet or 14.39 acres.

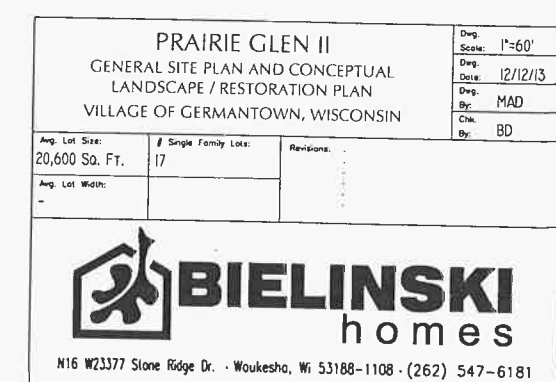
EXHIBIT 2

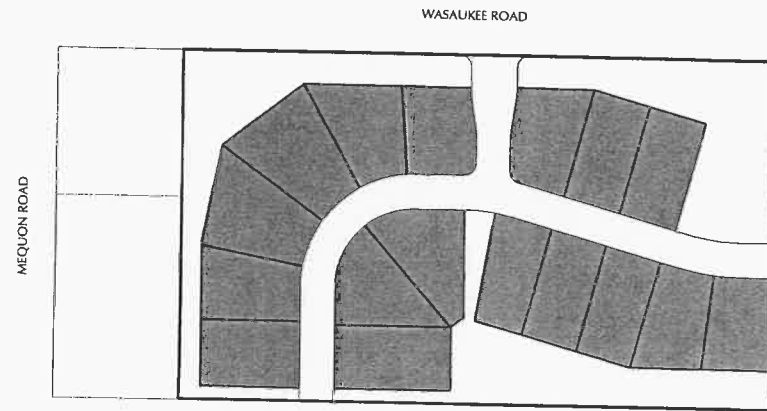
Prairie Glen North Planned Development District (PDD)
General Development Plan

Attach General Site Plan and Conceptual Landscaping/Restoration Plan (dated 12/12/13)

DRAFT

SCALE: 1" = 60'





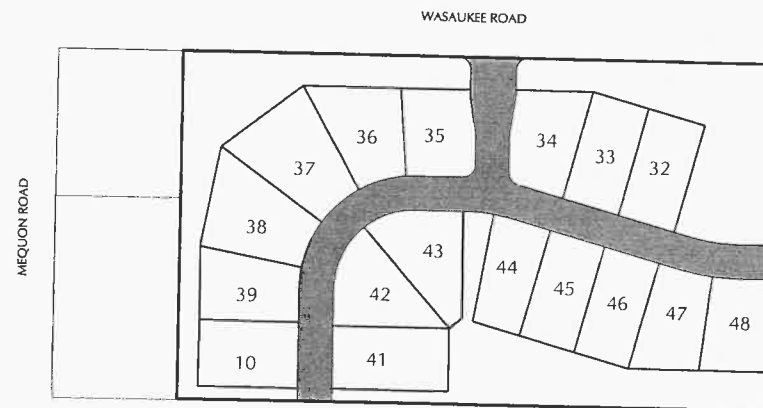
SINGLE FAMILY RESIDENTIAL

17 SINGLE FAMILY LOTS

8.06 ACRES

15,000 SQAURE FEET MINIMUM LOT SIZE

ALL LOTS ABUT OPEN SPACE



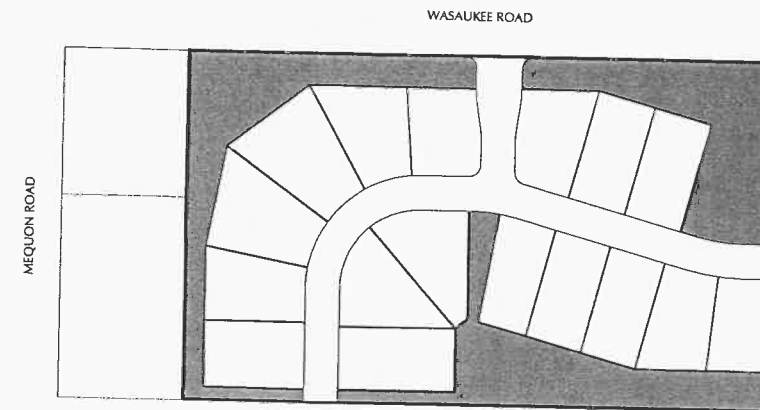
PUBLIC STREETS

1,376 LINEAR FEET OF STREET

1.86 ACRES OF RIGHT OF WAY

60' RIGHT OF WAY WIDTH

BOULEVARD ENTRANCE



OPEN SPACE

4.48 ACRES OF BUILDABLE LAND SET ASIDE

WALKING TRAILS

RESTORED NATIVE PLANTINGS

STORM WATER DETENTION

NATURAL BUFFER FROM WASAUKEE ROAD

GENERAL LOT SIZES

<u>LOT NUMBER</u>	<u>LOT SIZE</u>
LOT 32	19,750
LOT 33	19,750
LOT 34	20,736
LOT 35	18,490
LOT 36	21,442
LOT 37	27,038
LOT 38	25,080
LOT 39	19,719
LOT 40	20,230
LOT 41	22,637
LOT 42	20,632
LOT 43	21,120
LOT 44	17,994
LOT 45	19,121
LOT 46	19,121
LOT 47	19,227
LOT 48	18,123

PRAIRIE GLEN II		Dwg. Scale: 1"=60'
VILLAGE OF GERMANTOWN, WISCONSIN		Dwg. Date: 12/12/13
		Dwg. By: MAD
		Chk. By: BD
Avg. Lot Size: 20,600 Sq. Ft.	# Single Family Lots: 17	Revisions:
Avg. Lot Width:		
		
N16 W23377 Stone Ridge Dr. • Waukesha, WI 53188-1108 • (262) 547-6181		

X-C

VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: Monday February 17th, 2014

AGENDA ITEM: New Business

ITEM TITLE: DARE/Crime Prevention Vehicle Purchase

SUBMITTED BY: Chief Peter Hoell

SUMMARY EXPLANATION:

The Germantown Police Department has budgeted \$10,000 in funds to purchase a used vehicle and equipment to serve as our new DARE/Crime Prevention vehicle. We have been working with the Municipal Sales manager and the Used Car Manager for Ewald Chevrolet and have looked at a number of used vehicles. Attached is a printout from Ewald Chevrolet of the 2006 Chevy Trailblazer we would like to purchase for a new DARE/Crime Prevention vehicle. The list price is \$9,100 and Ewald is willing to sell it to the village for \$6,600 which is lower than the auction price. The only thing Ewald is asking is that we recognize them with their name on the vehicle as partially donated by Ewald Chevrolet. We did have the Village Mechanic from DPW inspect the vehicle and give his approval.

We are going directly to the Village Board with this request because it is a used vehicle and the dealership would like to sell it by the end of this month.

We would be using the rest of the funds to purchase emergency lighting equipment and radio installation by General Fire & Equipment who will also reduce their costs for visibility/recognition on the vehicle. As of Wednesday February 12, 2014 we do not have a quote and hope to have it to you by the time of the Board meeting, Monday February 17, 2014. If we exceed the \$10,000 budgeted amount, we will pay for the remainder through Asset Forfeiture funds.

Update: The quote came in on Thursday February 13th from General Fire at \$ 4410.00 with an \$800 discount. The additional \$1010 can be taken from our Asset Forfeiture funds.

ATTACHMENT: ORDINANCE___ RESOLUTION___ OTHER__X__

RECOMMENDATION:

The Police Dept. is requesting approval to spend the \$10,000 from account 10-521-570-8100 to purchase and equip this vehicle, if costs exceed this amount, the remainder will be taken out of the Asset Forfeiture account.

Chief Peter Hoell

Subject: FW: Mike snow

From: Brett Werdin [<mailto:Brett@genfire.net>]
Sent: Wednesday, February 12, 2014 10:51 AM
To: CPO Ray Borden; Capt. Mike S. Snow
Subject: Mike snow

Here are the numbers.

Interior lightbar \$ 750 Pr.
Side rear window lights \$ 280 Pr.
Rear lights \$ 280 Pr.
Intersectors \$ 300 Pr.
Rear license plate lights \$ 150.00 Pr.
Rear Undercover LED inserts for tail lights \$ 180.00 Pr.
Siren \$ 625.00
1 spkr \$ 185.00
Radio install
Circuit breaker \$ 50.00
Power distribution \$ 275.00
Fuse panels \$ 90.
Co-Ax w/ connector \$ 45.00
Misc. \$ 200 (probably not this high though
Parts \$ 3410.00
Labor Normally for this type of Install \$ 1800.00
Dare program and General's info on side of car discount \$- 800.00

Total for custom set up in dare squad \$ 4410.00
No cages, or gun locks.

2006 trailblazer



Brett Werdin
Vice President
General Fire Equipment Co., Inc
Milwaukee, WI 53213
P(414) 475-0959
F(414) 475-1208

2006 Chevrolet TrailBlazer



VIN: 1GNDT13S262330528
Stock Number: 14CF761A
~~Suggested-Retail-Price \$12,995~~
Live Market Price \$9,100*
(888) 719-8603

Ewald Chevrolet Buick

36833 E. Wisconsin Ave.
Oconomowoc, WI 53066
888-719-8603

Highlights

Miles: 104,397
Doors: 4
Exterior Color: Sandstone Metallic
Interior Color:
Transmission: Automatic
Engine Displacement: 4.2L
Engine Cylinders: 6
Highway MPG: 21
City MPG: 15

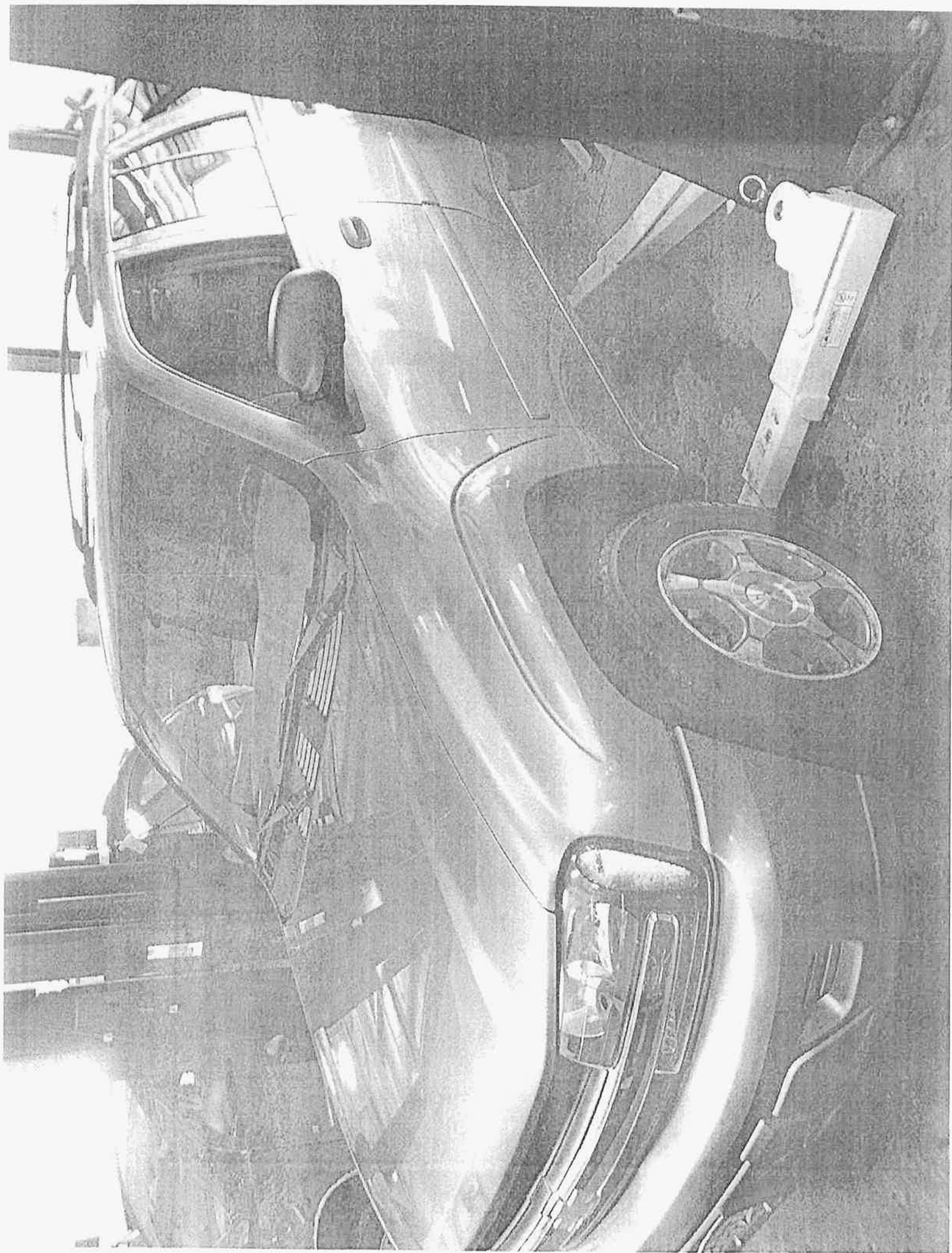
Dealership Description

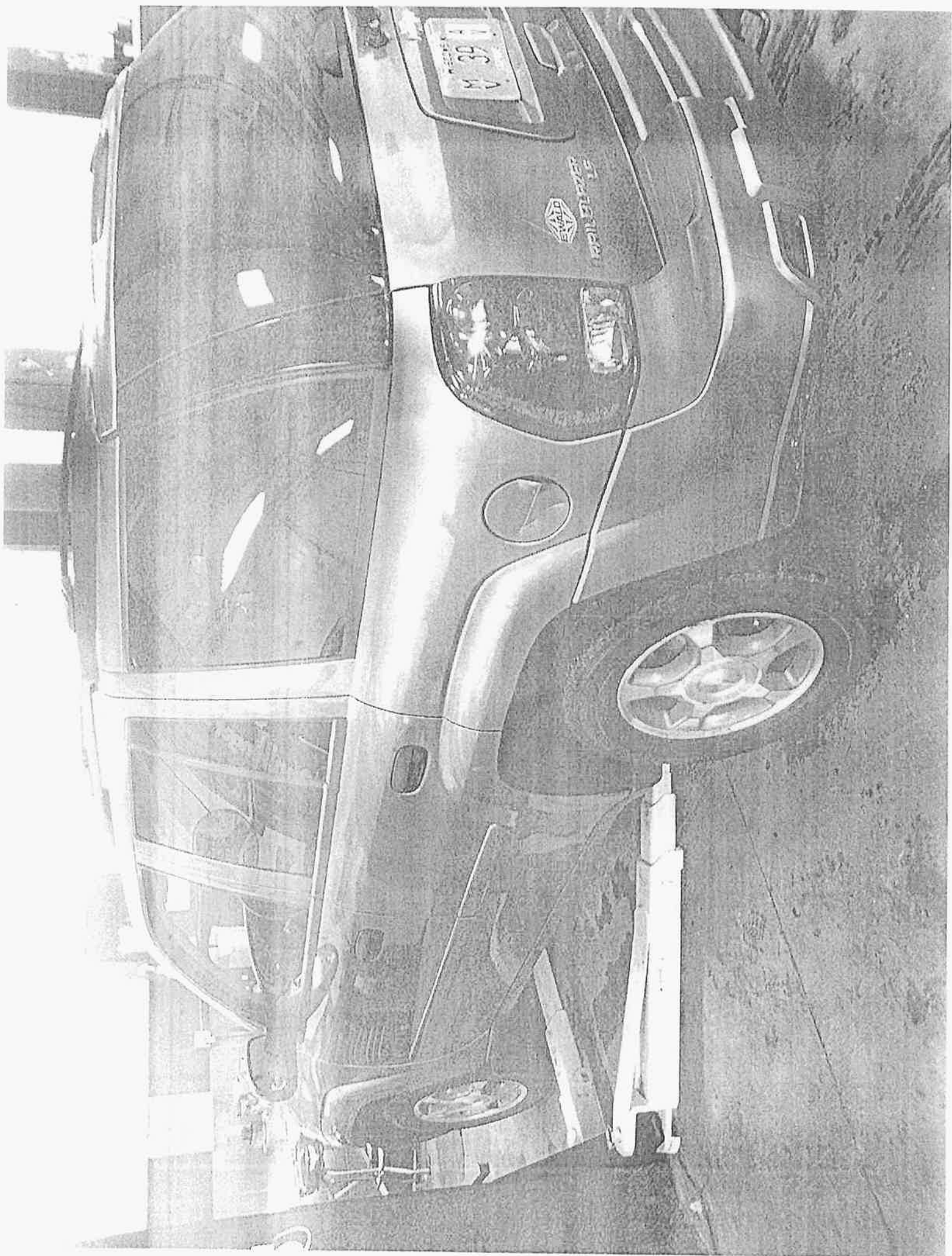
4-WHEEL DRIVE, CRUISE CONTROL, AND MULTI-ZONE AIR CONDITIONING- PRICED BELOW MARKET! THIS TRAILBLAZER WILL SELL FAST! NEW ARRIVAL! Please call to confirm that this TrailBlazer is still available! Call us today to schedule a hassle-free test drive! We are located at: 36833 E. Wisconsin Ave., Oconomowoc, WI, 53066.

Equipment Summary

Four Wheel Drive, Tow Hitch, Traction Control, Stability Control, Conventional Spare Tire, Aluminum Wheels, Power Steering, ABS, 4-Wheel Disc Brakes, Automatic Headlights, Daytime Running Lights, Intermittent Wipers, Cloth Seats, Bucket Seats, Driver Adjustable Lumbar, Pass-Through Rear Seat, Adjustable Steering Wheel, Engine Immobilizer, Power Door Locks, Power Windows, Telematics, Cruise Control, Multi-Zone A/C, AM/FM Stereo, CD Player, Power Outlet, Driver Vanity Mirror, Passenger Vanity Mirror, Front Reading Lamps, Driver Air Bag, Passenger Air Bag, Passenger Air Bag Sensor, Child Safety Locks

Prices do not include additional fees and costs of closing, including government fees and taxes, any finance charges, any dealer documentation fees, any emissions testing fees or other fees. All prices, specifications and availability subject to change without notice.





**BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: February 17, 2014

AGENDA ITEM: New Business

ITEM TITLE: Approval of Proposal to Convert to ArcGIS – Ruekert & Mielke

SUBMITTED BY: Dan Ludwig, Public Works Director

SUMMARY EXPLANATION:

Staff noticed an increasing number of difficulties in recent years when using MapGuide in the Village's GIS. The attached proposal from Ruekert and Mielke would allow our GIS system platform to be converted from MapGuide to ArcGIS which is a faster and more efficient since it was created to facilitate data development and retrieval from a GIS. Currently, tables developed from our GIS are used each year to help prepare reports required by MMSD, WIS DNR, and inform developers and contractors as well as help with in-house investigations and design. Our GIS is becoming the institutional data depository or center of information for our engineering department, Public Works and Utilities regarding assets in the community. Having this information easily updated and accessible saves time and reduces errors. The conversion of the GIS platform is needed now due to additional programming costs necessary to input utility changes and modifications. MapGuide is not compatible with the new tools or routines we developed to track our assets and due to the need of conversions the programs are running slower and slower.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

ArcGIS Proposal from Ruekert & Mielke

RECOMMENDATION:

The Public Works Committee recommends the Village Board to approve the proposal to convert the current GIS platform to ArcGIS Server for a fee of \$50,900 using Ruekert and Mielke. Funding will be distributed evenly among the following account as proposed in the 2014 budget: Water Utility for \$16,966 from account 50-180-184-3970; Sewer Utility for \$16,967 from account 60-180-184-3780; and DPW Admin for \$16,967 from account 40-541-570-8450. Authorization to begin the project will be held off until the end of March when the capital borrowing is finalized.

BOARD ACTION:

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



Ruekert·Mielke

engineering solutions for a working world

September 23, 2013

Mr. Daniel Ludwig, P.E.
Director of Public Works
Village of Germantown
P.O. Box 337
Germantown, WI 53022-0337

Re: ArcGIS Server Conversion Proposal

Dear Mr. Ludwig,

In follow up to our recent meeting with you and Village Staff, we are providing you with this proposal to convert the Village of Germantown's existing MapGuide GIS web application to the ArcGIS Server web application.

The Village of Germantown has been very progressive with embracing GIS technology. The Village's MapGuide GIS web application has been in place for approximately 10 years. The platform has allowed Village Staff: to access its information from the web, update data, keep track of maintenance activities in the field; and digitize its utility records and data. The GIS system has saved the Village money in the efficiencies that staff have gained through its use.

With the advancement of internet speeds and mobile technology over the last several years, Ruekert & Mielke, Inc. (R/M)'s clients have requested that their GIS systems be top notch, user-friendly and available to use in the field via mobile devices. Over the course of the last two years R/M has observed more progressive enhancement trends with the ArcGIS Server platform than with the MapGuide platform. Our team of GIS Developers and Client Team Leaders have focused on accelerating the development of municipal and utility applications within the ArcGIS Server platform.

The demonstration of the ArcGIS Server platform that we provided for Village Staff was focused on showing the differences between the applications and the benefits that the Village will realize by making the conversion. The Village can be confident that its efficiency will be increased by converting to the ArcGIS Server platform and that the Village will have access to future enhancements as technology improves and as R/M's development focus for municipal and utility applications continues.

The following schedule of Attachments are components of this proposal and agreement by reference:

Attachment A	ArcGIS Server Conversion Advantages
Attachment B	Scope of Services
Attachment C	GeoCortex MapViewer
Attachment D	Cost Summary
Attachment E	Ruekert/Mielke Standard Terms and Conditions-GIS Version

~Marketing Dept > Proposals > Proposals 2013 > CT 11_PTW - Process > Germantown, Village of > GIS Site Conversion > 20130920-GIS-ArcGIS Server Conversion proposal.docx~



Ruekert·Mielke

engineering solutions for a working world

Mr. Daniel Ludwig, P.E.
Village of Germantown
ArcGIS Server Conversion Proposal
September 23, 2013
Page 2

These professional services will be provided to you in accordance with the attached two page **GIS Standard Terms & Conditions** dated November 22, 2000 (Attachment E). Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning two fully executed copies to our office.

If you have any questions or need any additional information please feel free to call me. We look forward to supporting the Village's objective of gaining efficiencies through the use of its GIS.

Very truly yours,

RUEKERT/MIELKE

Patrick T. Wohlers, P.E.
Principal/Senior Project Manager

PTW:jkc

Attachments A-E

cc: Timothy J. Anderson, Ruekert/Mielke
Scott D. Daniel, Ruekert/Mielke
Jerad J. Wegner, P.E., Ruekert/Mielke
File



Ruekert-Mielke

engineering solutions for a working world

Mr. Daniel Ludwig, P.E.
Village of Germantown
ArcGIS Server Conversion Proposal
September 23, 2013
Page 3

CLIENT NAME:

Village of Germantown

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

CONSULTANT:

Ruekert & Mielke, Inc.

By: Stanley N. Saph

Title: Vice President/Principal

Date: September 23, 2013

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Facsimile Number: _____

Designated Representative:

Name: Scott D. Daniel, GISP

Title: Senior GIS Analyst

Phone Number: _____

Facsimile Number: _____

ATTACHMENT A

ArcGIS Server Conversion Advantages

Migrating to ArcGIS Server has several distinct advantages:

- Greater improved user experience by providing high-quality graphics and a quick response time.
- The ESRI ArcServer platform has been rigorously tested to ensure higher reliability than others. This platform is also non-specific, unlike MapGuide that requires Internet Explorer on a Windows computer. An ArcServer GIS for desktops uses a Silverlight plug-in and is compatible with devices running Windows or MacOS Operating Systems and compatible web browsers include Internet Explorer, Firefox and Google Chrome and others.
- The HTML5 platform makes providing GIS to mobile devices directly. Therefore, if you have an internet connection, you can view the GIS on tablets & smart phones.
- It removes the dependency on legacy technology, like MapGuide and Classic ASP. Today, ASP.NET is the current standard for building applications with a robust set of tools, improved performance and security.
- Editing data in desktop applications is made possible by storing all data in SDE (Spatial Database Engine). Saved edits are immediately available in the website.
- ArcGIS Server offers greater printing capabilities than MapGuide. Custom print templates with logos, title blocks are possible.
- Data maintenance related to the same facility (i.e. hydrant maintenance & flow test records, sanitary manhole inspection & repair records, sanitary pipe attributes & cleaning records) are now presented in a dashboard.
- MapGuide 6.5 is a “retired” platform and has not seen an update from Autodesk since 2005. Autodesk has transitioned their web-based GIS into a few different models since MapGuide 6.5. Transitioning to the newest platform would require as much if not more effort as it would to move to ArcServer.
- ESRI has an extensive world-wide user support base that out-shines any support base we’ve experienced with Autodesk.



ATTACHMENT B

SCOPE OF SERVICES

1. General Implementation Efforts:

Before any department-specific tools can be implemented, R/M must first develop and setup a map service in ArcGIS Server and build viewers from which users can access the data. An example of a GeoCortex Map Viewer and tab menus can be found in Attachment C.

ArcGIS Server/GeoCortex Site Setup

R/M will develop and configure Geocortex Silverlight Viewers for the Village. A total of two viewers will be constructed such that users in different functional areas only have access to the data layers and tools they require. These viewers will be categorized as follows and accessed through a portal page.

- Public Access
- Village Staff

The following features will be added to your new ArcGIS Server Application:

- Layer list with active layers
- Navigation controls
- Bookmarks
- Parcel searches by PIN, Owner, and Address
- Print template for 8-1/2"x11" and 11"x17" in portrait and landscape orientation
- Select tools (Point, Freehand, Line, Polygon and Rectangle Identify)
- Mark-up tools
- Buffer Tool
- Ability to add data to map (e.g. shapefile, point file)
- Export map images
- Parcel Data Report
- Configurable searches for map features
- Measure distances and areas
- Link to Bing and Google maps for selected area
- Simple and Advanced Query Tool
- Utility Feature ID's will be searchable using the included global search function.



The following layers will be added to your new ArcGIS Server Application:

- Garbage Collection
- Monument
- Sidewalk Maintenance
- Curb Maintenance
- Gypsy Moth
- Storm Sewer
- Abandoned Storm Sewer
- Water Pipe Breaks
- Water Valve Repair Needed
- Hydrant Repair Needed
- Water Age Contour
- Pressure Contour
- Fire Flow (GPM)
- Water Age (Hrs)
- Water Distribution
- Water Pipe Size by Color
- Sewer Pipe Conditions
- Sewer Pipe Cleaning Age
- Sewerage Overflow
- Sanitary Sewer
- Sanitary Pipe Size
- Abandoned Sanitary Sewer
- Trees
- Signs
- Light Poles
- Contour
- Cutting Areas
- Weed Control Spray Areas
- Water Meter
- Electrical
- Private Well
- All Cadastral layers
- Recycling Collection
- Hydrology
- Historical Hydrography
- Zoning
- Wetland
- Watershed
- Sewershed
- Sub-Watershed
- Drainage Basin
- Aerials

General Implementation Lump Sum: \$9,500

2. Wastewater Utility Forms and Tools

Sanitary Manholes

Attribute Edit Form -- allows users to view, input and edit the attributes of a given sanitary manhole. (Shown Below)

GENERAL MANHOLE DATA			
Manhole No:	856.00	Depth:	5.26
Frame:	Brick	Year Installed:	2009
Comments:			
Street:	JEFFERSON & MAIN STREET	Size:	
Type:	Manhole	Status:	Open

Edit

Summary Inspections Repairs Overflow

INSPECTIONS		
Date	Finalized	
6/4/2013	True	
6/3/2013	False	

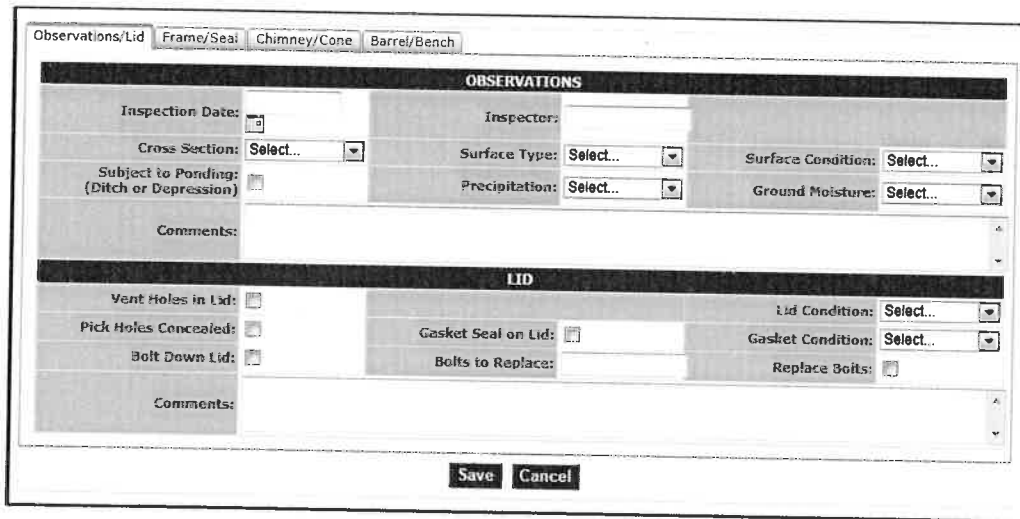
REPAIR HISTORY		
Date Inspected	Repair	Repaired
6/4/2013	Grout Barrel	☐
6/4/2013	H2S Repair	☒

Close

Inspection and Repairs Form - allows users to add inspections, track the condition of manhole components, create work orders and track repairs. Repair needs are automatically inserted into the Repairs form based on input from the Inspection form when repairs are necessary. Inspection, Repairs and Summary Tabs are all part of the Sanitary Manhole Dashboard. (shown below)

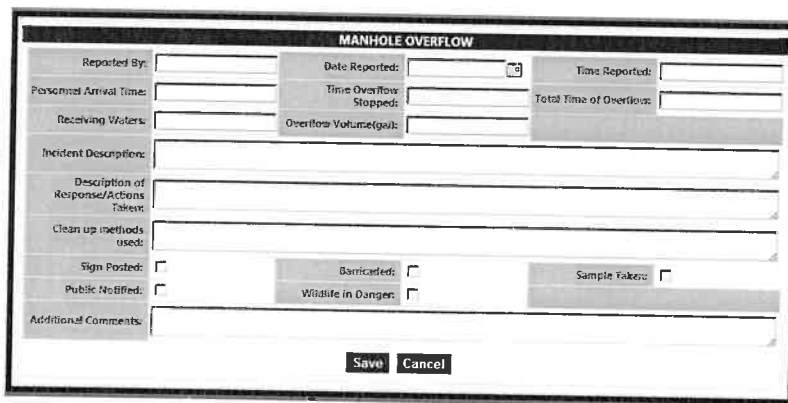
MANHOLE REPAIR	
Repair: Grout Barrel	Inspection Date: 6/4/2013
Repaired: ☐	Date Repaired:
Repaired By:	Labor Cost:
Material Cost:	
Materials:	
Comments:	

Save Cancel



The screenshot shows a web form titled "Observations/Lid" with tabs for "Frame/Seal", "Chimney/Cone", and "Barrel/Bench". The "OBSERVATIONS" section includes fields for "Inspection Date", "Inspector", "Cross Section" (dropdown), "Surface Type" (dropdown), "Surface Condition" (dropdown), "Subject to Pondings (Ditch or Depression)" (checkbox), "Precipitation" (dropdown), "Ground Moisture" (dropdown), and a "Comments" text area. The "LID" section includes "Vent Holes in Lid" (checkbox), "Pick Holes Concealed" (checkbox), "Bolt Down Lid" (checkbox), "Gasket Seal on Lid" (checkbox), "Bolts to Replace" (text), "Lid Condition" (dropdown), "Gasket Condition" (dropdown), and "Replace Bolts" (checkbox). At the bottom are "Save" and "Cancel" buttons.

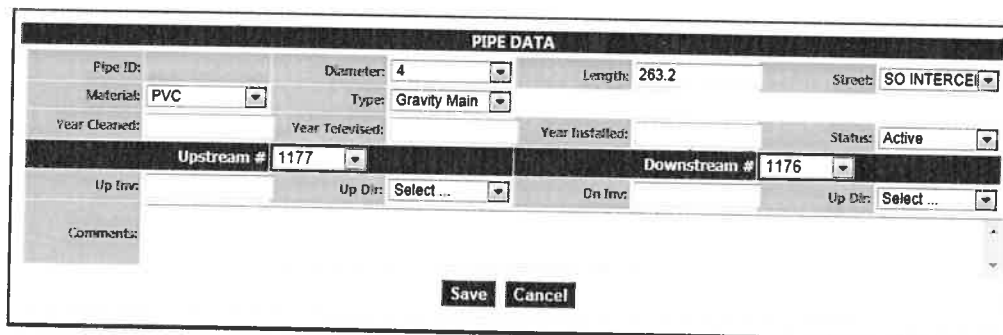
Manhole Overflow Form – allows users to enter in overflow events, this form can be found in the Manhole Dashboard.



The screenshot shows a web form titled "MANHOLE OVERFLOW". It includes fields for "Reported By", "Date Reported", "Time Reported", "Personnel Arrival Times", "Time Overflow Stopped", "Total Time of Overflows", "Receiving Waters", "Overflow Volume(gal)", "Incident Description", "Description of Response/Actions Taken", "Clean up methods used", "Sign Posted" (checkbox), "Barricaded" (checkbox), "Sample Taken" (checkbox), "Public Notified" (checkbox), "Wildlife in Danger" (checkbox), and "Additional Comments". At the bottom are "Save" and "Cancel" buttons.

Sanitary Pipes

Attribute Edit Form – allows users to view, input and edit the attributes of a given sanitary pipe. (Shown Below)



The screenshot shows a web form titled "PIPE DATA". It includes fields for "Pipe ID", "Diameter" (dropdown), "Length" (text), "Street" (dropdown), "Material" (dropdown), "Type" (dropdown), "Year Cleaned", "Year Televised", "Year Installed", "Status" (dropdown), "Upstream #" (dropdown), "Downstream #" (dropdown), "Up Dir" (dropdown), "On Dir" (dropdown), and "Up Dir" (dropdown). At the bottom are "Save" and "Cancel" buttons.

Lateral Inspection Form – allows users to add/edit inspections on laterals, this is accessed through the Sanitary Pipe Dashboard. (Shown Below)

LATERAL INSPECTIONS

Date: Basin:

Address: Visual Rating:

File: No file chosen

Comments:

Pipe Cleaning Tool – allows users to track cleaning records on sanitary pipes.

SEWER CLEANING DATA

Work Type: Sanitary Sewer Cleaning Date: 6/5/2013

Starting Street: Total Footage: 549.0

Grit Removed (cu. ft.): Hours of Sewer Jet Use:

Water Used (gal.):

Operators (Use CTRL to Select More Than One):

- ☐ Operator 1
- ☐ Operator 2
- ☐ Operator 3
- ☐ Operator 4
- ☐ Operator 5

Location/Purpose:

Sanitary Pipes Cleaned						
From MH	To MH	Footage	Size	Times Jetted	Street Name	
373	375	400.00	4.00	1	CHAFFEE RD	
Comment:						
375	374	4.00	4.00	1	HUBBARD CT	
Comment:						
376	375	145.00	4.00	1	HUBBARD CT	
Comment:						

Pipe Condition – allows users to track conditions of a selected pipe as well as upload a pdf of the condition report or other related document.

System Maps – Gives users the ability to create and print formatted system maps that are generated on the fly, these are automatically updated when the data in the map has been edited.

Parcels

Basement Backup Tool – allows the user to track private lateral, main and basement backups, this is kept in the Parcel Dashboard. (Shown Below)

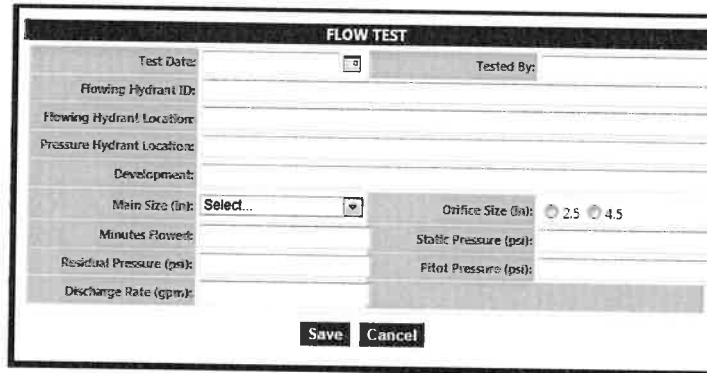
Wastewater Utility Forms and Tools Lump Sum: \$11,500

3. Water Utility Forms and Tools

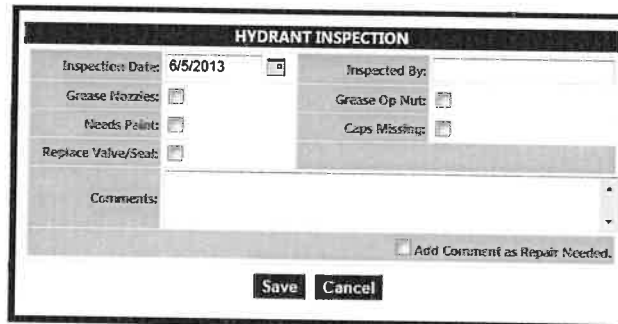
Water Hydrants

Attribute Edit Form - allows user to view, input and edit the attributes for a given hydrant. (Shown Below)

Hydrant Flow Test Form - allows the user to record and track hydrant flow and pressure test data for a given hydrant. Hydrant Flow Test Tab is part of the Water Hydrant Dashboard. (Shown Below)



Inspection and Repair Forms - allow the user add inspections, track the condition of hydrant components, create work orders and track repairs. Repair needs are automatically inserted into the Repairs tab based on input from the Inspection Form. Inspection and Repair forms are accessible through tabs in the Hydrant Dashboard. (Shown Below)




Valves

Attribute Edit Form – allows user to view, input and edit the attributes for a given valve. (Shown Below)

Inspection and Repairs Forms – allow the user add inspections, track the condition of valve components, create work orders and track repairs. Repair needs are automatically inserted into the Repairs tab based on input from the Inspection Form. Inspection and Repair forms are accessible through tabs in the Valve Dashboard.

Water Pipe

Attribute Edit Form - allows user to view, input and edit the attributes for a given water pipe. (Shown Below)

GENERAL PIPE DATA

Pipe ID: 2674 Year Installed: 2006 Status: Active
 Pipe Type: Main Street:
 Diameter: 8 Material: PVC
 Depth:
 Length: 410.30
 Notes:

Breaks

Break ID	Date	Address	Notes
uh7783	4/16/2013	100 Main	

Water Pipe Breaks Form - allows the user to edit existing breaks, add and remove breaks on water pipe and input service records for the given break. Tool also includes the ability to upload photos and is part of the Water Pipe Dashboard.

EDIT MAIN BREAK

Date: 4/16/2013 Break ID: uh7783
 Address: 100 Main
 Comments:
 Photo Description:
 File: **Browse...**

Finish Cancel

System Maps – Gives users the ability to create and print formatted system maps that are generated on the fly, these are automatically updated when the data in the map has been edited.

Water Meter Tool – allows the user to assign and keep track of which meter records are tied to a given parcel. This form also allows for tracking a meter through its lifetime of service. The form will list historical information about the parcel regarding the water meters that have been assigned to the given parcel, as well as being able to see the historical information of the given meter. The forms functionality includes management of meter inventory and change out of a meter, management of module inventory and the ability to retire, add, edit and replace a module. The Water Meter Records Tab is part of the Parcel Dashboard. (Shown Below)

PARCEL DATA

Taxkey: 06070536093
Address: 1234 Mayberry
Owner: John

Sewer Service Requests | Cleanwater Compliance | Basement Backups | Zoning / Garbage | Document Upload | Water Meter

WATER METER RECORD

Meter No: 99151245
Size: 5/8
Date Installed: 7/2/2013
Fire Service Size:
Hose Bib DEP: True
Comments:

Model: BADGER
Type: m25
Installed By: J7
Sump Pump: False
Inspection Date: 5/10/2011

METER TEST DATA

Test Date:

	Low	Med	High
Flow Rate: 1/4	2	15	
% Reg: 100.3	99.7	99.9	

Manage Meter Inventory | Change Out Water Meter

MODULE DATA

Module No: 2891487
Bypass Valves: False
Cross Connection: False
Date Installed: 2/11/2000
Private Well: False
Module Type: Trace
Battery Replaced: 5/10/2011

Retire Module | Add Module | Edit Module | Replace Module | Manage Module Inventory

Water Meter History

Meter No	Model	Size	Type	Test Date	Flow Rate Low	Date Installed
08807913	BADGER	5/8	M-25	1/1/1900	3/4	7/2/2013

Close

Water Utility Forms and Tools Lump Sum: \$12,450

4. Administration Forms and Tools

Storm Sewer Tools

Storm Structure Attribute Edit Form – allows users to view, input and edit the attributes of a given storm structure. (Shown Below)

STRUCTURE DATA

Structure No: 5011009

Basin: Location: Street:

Ring: Type: Depth:

Size: Material: Frame:

Private: ☐ Year Installed: Status:

Cover:

Comments:

Save Cancel

Storm Pipe Attribute Edit Form – allows users to view, input and edit the attributes of a given storm pipe.

MAIN DATA			
Main ID:		Dimension 1:	21
From ID:	32041430	To ID:	32041425
From Invert:	854.82600000	To Invert:	854.77200000
Material:	Concrete		
Comments:	Dipping		
Save Cancel			

Storm Pipe Cleaning – allows users to track cleaning records on storm pipes.

SEWER CLEANING DATA					
Work Type:	Sanitary Sewer Cleaning		Total Footage:	549.0	
Date:	6/5/2013		Hours of Sewer Jet Use:		
Starting Street:			Water Used (gal.):		
Gnt Removed (cu. ft.):					
Operators (Use CTRL to Select More Than One):	Operator 1 Operator 2 Operator 3 Operator 4 Operator 5				
Location/Purpose:					
Edit Close					
Sanitary Pipes Cleaned					
From MH	To MH	Footage	Size	Times Jetted	Street Name
373	375	400.00	4.00	1	CHAFFEE RD
Comment:					
375	374	4.00	4.00	1	HUBBARD CT
Comment:					
376	375	145.00	4.00	1	HUBBARD CT
Comment:					
Print Export to CSV					

Sign Tool – allows the user to edit attributes for a given sign or support, add new supports and signs to those supports and delete existing signs and supports. Includes searching for signs and reporting. (Shown Below)

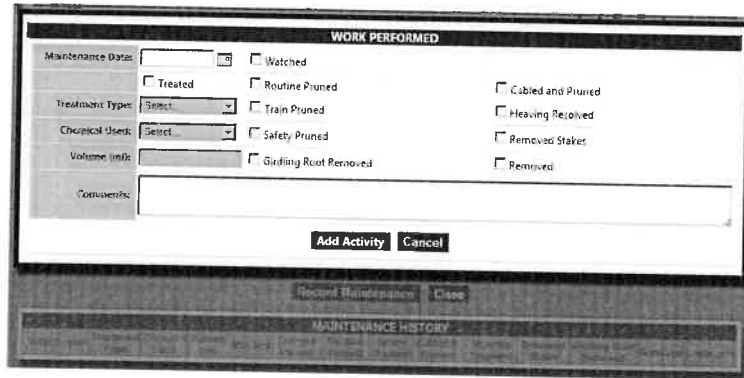
The image shows two overlapping software windows. The top window is titled "SIGN SUPPORT" and contains fields for "House #", "Side of Street", "Pole Type", "Pole Finish", "Replace", "Support Notes", "Street Name", "City", "Pole Condition", "Pole Rustish", "Location Notes", "Cross Street Name", "Date Installed", "Breakaway", and "Pole Split". The bottom window is titled "SIGN" and contains fields for "Wordings", "MUTCD Code", "Sub-Wordings", "Date Installed", "Shading Type", "Reflectivity", "Bent", "Owners", "Sign Notes", "Range", "Roadside", "Inspected By", "Date Inspected", "Podest", "Repair Mount", and "Replace". A "STOP" sign graphic is displayed in the center of the "SIGN" window. Both windows have "Edit", "Add Sign", "Delete This Sign", and "Close" buttons.

Tree Tools

Attribute Edit Form - allows the user to view, input and edit attributes for a given tree. The tool also allows the user to place a new tree and delete an existing one. (Shown Below)

The image shows a "TREE RECORD" form with various input fields and checkboxes. Fields include "Tree ID", "Inspection Date", "Species", "Address", "Side", "Location", "Diameter (in.)", "Street", "Side Street", "Year Planted", "Growth Space", "Crown Spread (ft.)", "Height Class", "Pruning Needs", "Dead Wood", "Condition Rating", "Treatment Needs", "Clearance Issues", "Utilities Present", "Other Needs", and "Comments". Below these fields is a "Special Conditions" section with a grid of checkboxes for various tree issues: Basal Suckers, Basal Wound, Concrete Cavity, Cavity Decay, Crown Dieback, Consider Removal, Codominant Trunks/Stems, Decay Fungus Present, Dead Leader, Deep Planted, Deadwood, Hanger, Invasives Around, Included Bark, Improperly Mulched, Improperly Pruned, Low Branched, Low Crotch, Large Leader Decay, Lost Main Limb/Leader, Leaning, Lightning Struck, Mechanical Damage, Multi-Stemmed, Nutrient Deficiency, Overshadowed, Poor Location, Poor Structure, Poor Damage, Raised Planter, Root Rot, Root Structure, Root Split, Suckers Present, Trunk Wound, Utility Pruned, and Weak Growth. An "Edit" button is located at the bottom right of the "Special Conditions" section.

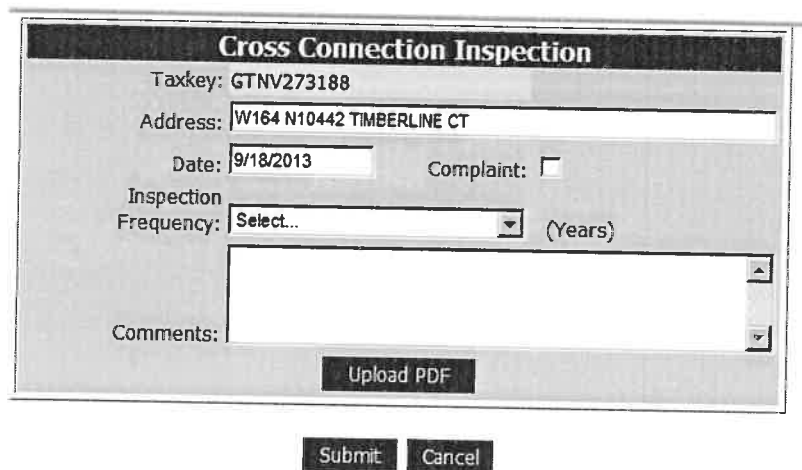
Tree Maintenance Form and Maintenance History – allows the user to track treatment and maintenance performed on a given tree. The Maintenance History allows the user to view a record of maintenance performed on the selected tree. (Shown Below)



The screenshot shows a software interface for tree maintenance. The top section is titled "WORK PERFORMED" and contains several input fields and checkboxes. On the left, there are fields for "Maintenance Date", "Treatment Type" (with a dropdown menu), "Chemical Used" (with a dropdown menu), and "Volume (in ft)". To the right of these fields are checkboxes for "Watched", "Treated", "Routine Pruned", "Train Pruned", "Safety Pruned", "Girdling Root Removed", "Cabled and Pruned", "Heaving Resolved", "Removed Stakes", and "Removed". Below these fields is a large text area for "Comments". At the bottom of the "WORK PERFORMED" section are "Add Activity" and "Cancel" buttons. Below this section is a "Recent Maintenance" section with a "Close" button. At the very bottom is a "MAINTENANCE HISTORY" section.

Gypsy Moth Tool - Tracks date and description for moth egg mass.

Cross Connection Form – Allows users to add cross connection inspection and attach a PDF to the inspection record. This currently only exists in MapGuide and will have to be converted to be used in ArcServer and it will change slightly.



The screenshot shows a "Cross Connection Inspection" form. It has a title bar with the text "Cross Connection Inspection". Below the title bar are several input fields: "Taxkey: GTNV273188", "Address: W164 N10442 TIMBERLINE CT", "Date: 9/18/2013", and "Complaint: [checkbox]". There is also a field for "Inspection Frequency: Select..." with a dropdown menu and the text "(Years)". Below these fields is a large text area for "Comments". At the bottom of the form is an "Upload PDF" button. Below the form are "Submit" and "Cancel" buttons.

Sidewalk Inspection – allows users to enter sidewalk inspections related to parcels.

Curb Inspection - allows users to enter curb inspections related to parcels.



Conversion of Portal and Property Assessment Pages to ASP.NET - The current GIS Portal (login page) and Property Assessment Search system were written several years ago using Active Server Pages (ASP). When originally developed, this was fully compatible with MapGuide, which heavily relies on ASP. ArcGIS Server, Geocortex and other tools that R/M builds for these applications use .NET technology and are built on Microsoft's .NET framework. ASP.NET does not communicate well with traditional ASP. Today, ASP.NET is the current standard for building web sites due to its improved performance and security. Therefore, the existing property search pages must be converted to work within the GIS application and website

Administration Forms and Tools Lump Sum: \$17,450

5. Training (optional)

Training may be beneficial to give users a jump-start on using these new tools, but is completely at the discretion of the Village. R/M suggests the following approach as an example:

Training Type	Users	Duration
General –purpose Training	All users using the ArcGIS Server website. Groups limited to 8-10 users	3 hours
Sanitary Sewer Utility Staff	All users who will have access to sanitary sewer tools	2 hours
Water Utility Staff	All users who will have access to water system tools	2 hours
Admin Staff	All users who will have access to Admin tools	2 hours

Duration of training is dependent upon a number of factors including number of users and user participation. The durations above are approximate and based on past experience. Additional training can be provided at the request of the Village. On-site training would include travel time and mileage from our Waukesha office.

Other options for user training do exist such as “train the trainer”, where users proficient at using the system are trained and they in turn provide instruction to other Staff. We suggest a discussion of various training options as development of the tools near completion.



Items Not Included in the Project Scope:

- A. Cost indicated is for our standard tool as shown in snapshots. Customization of these forms could be negotiated for an additional fee or completed on a time & material basis.
- B. Data conversion or preparation of additional layers not currently on the MapGuide website.
- C. "Standard" level License of ESRI's ArcGIS for Desktop software is required to **edit** SDE data and is not included in this proposal.
- D. Training (optional) needed by R/M staff.

Assumptions:

- 1. The existing symbology in the Village's MapGuide application is acceptable and does not need modification. Symbology changes will be performed on a time and materials basis.
- 2. R/M will use the Geocortex Silverlight Viewer template as demonstrated to Village Staff. An example of the Geocortex template and tab menus can be found in Attachment A.
- 3. R/M assumes that print templates should look very similar to the existing MapGuide print templates. If changes are desired, the Village's project manager should notify R/M upon approval of the project. Additional print templates modifications will be performed on a time and material basis.
- 4. Although every effort will be made to preserve existing functionality with the new site, in some cases tools may operate differently when compared to your current application.
- 5. Passwords for our new applications are stricter, requiring a minimum of eight characters with at least one digit and at least one punctuation mark (question mark not allowed). Each registered user will be required to specify a new password along with a question/answer and email upon first time logging in.
- 6. The Village will provide a list of which Role(s) each user should have access to.
- 7. Data conversion or preparation for additional layers not outlined above in this scope of service will incur additional costs.

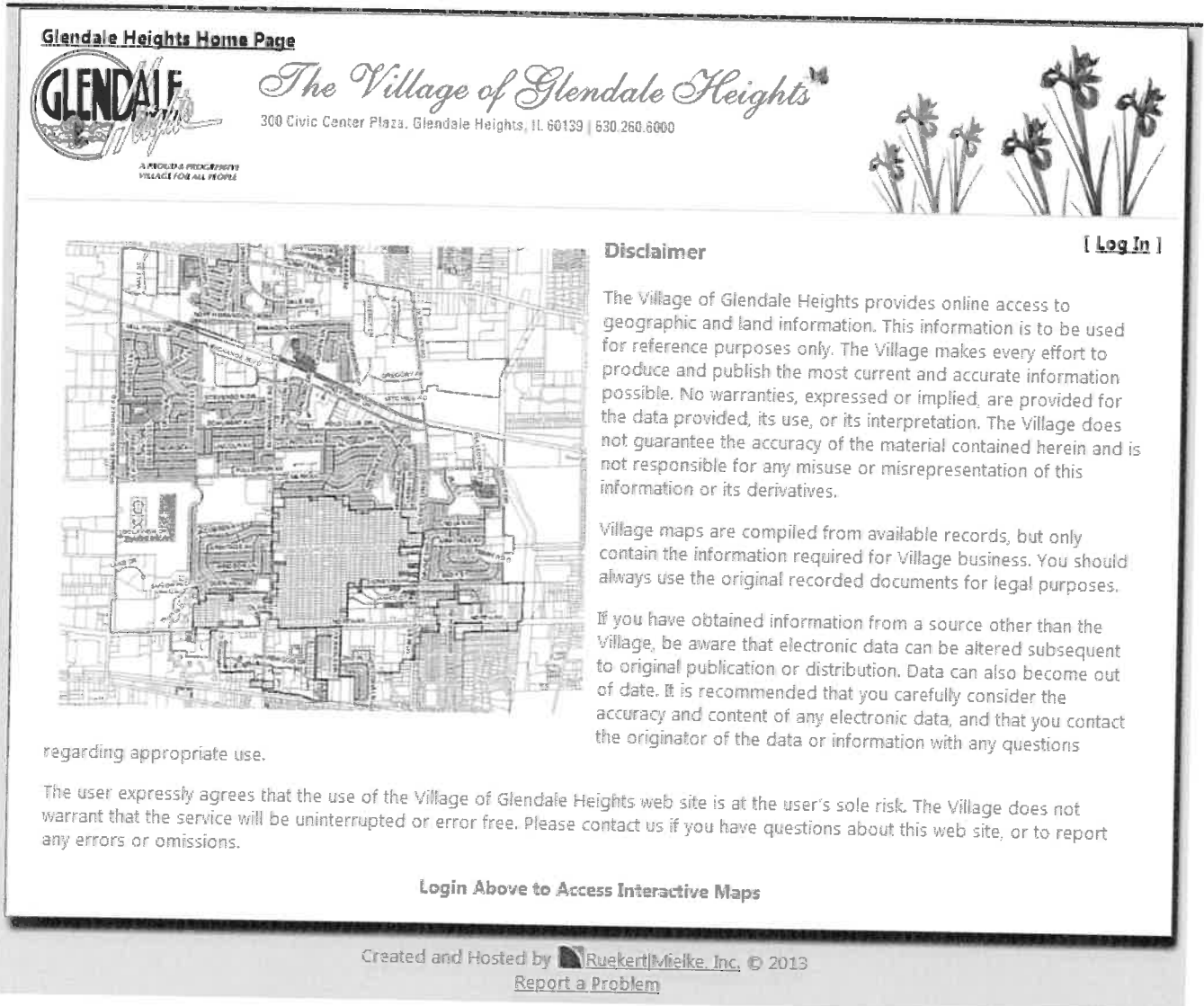


Timeline:

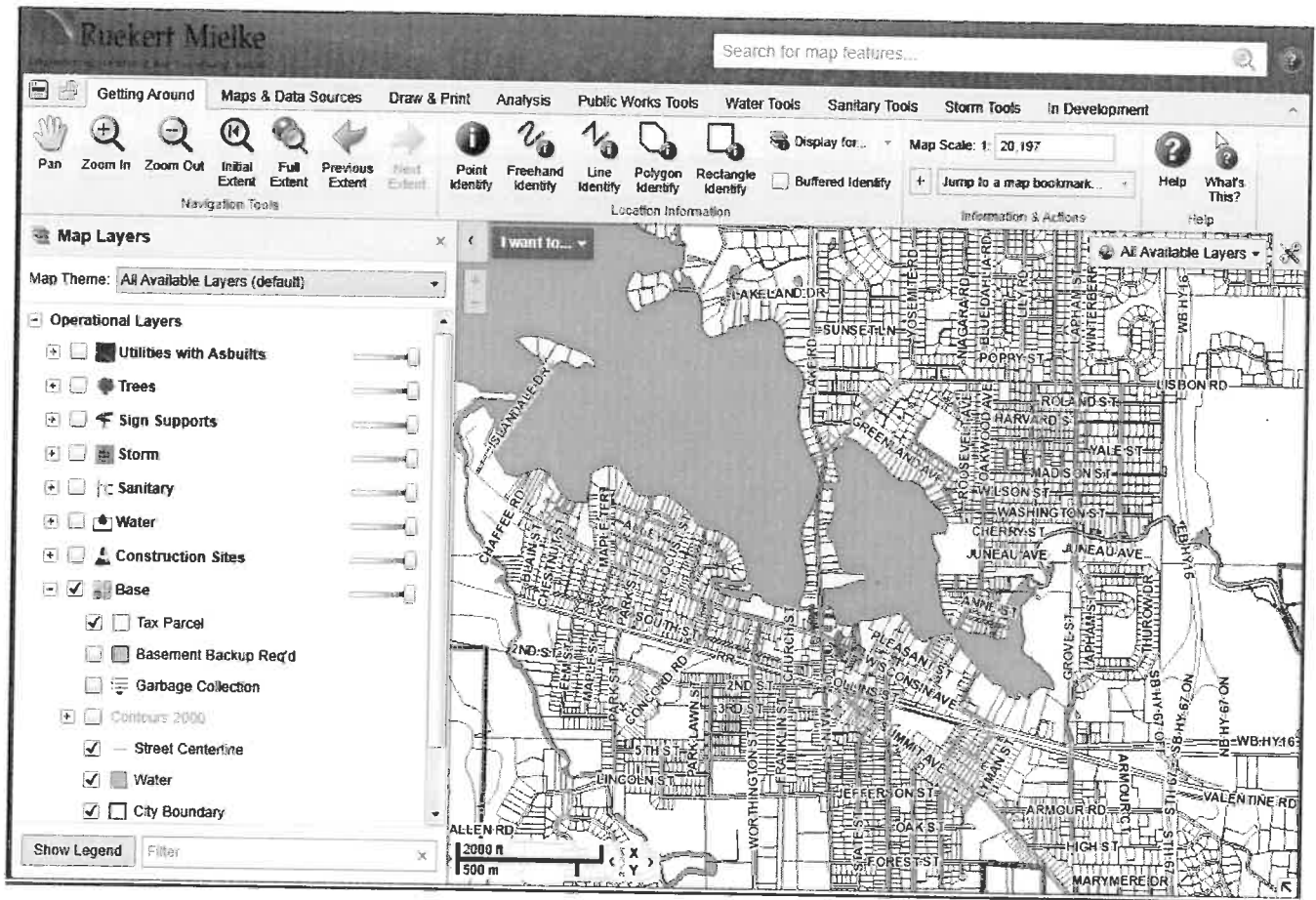
- ArcGIS Server Web Application Development Schedule: Within 180 days following the authorization to proceed.
- Training Schedule: Within 2 weeks following the completion of the ArcGIS Server Web Application.

ATTACHMENT C - GEOCORTEX MAP VIEWER

We will create a Village of Germantown Portal page similar to the image shown below:



The Village's Map Viewer will be developed similar to the image show below:



ATTACHMENT D

Cost Summary (Excluding Training)

			Cost
1.	General Implementation	ArcGIS Server/Geocortex Site Setup	\$ 9,500
2.	Wastewater Utility Forms and Tools	Manhole Attribute Edit Form Manhole Inspection/Repairs Form Manhole Overflow Form Sanitary Pipe Attribute Edit Form Lateral Inspection Form Pipe Cleaning Tool Pipe Condition Form System Maps Basement Backup Tool	\$ 11,500
3.	Water System Forms and Tools	Hydrant Attribute Edit Form Hydrant Flow Test Form Hydrant Inspection and Repairs Forms Valve Attribute Edit Form Valve Inspection and Repairs Forms Water Pipe Attribute Edit Form Water Pipe Breaks Form System Maps Water Meter Tool	\$ 12,450
4.	Administration Forms and Tools	Storm Structure Attribute Edit Form Storm Pipe Attribute Edit Form Storm Pipe Cleaning Tool Sign Tool Tree Attribute Edit Form Tree Maintenance/ History Form Gypsy Moth Form Cross Connection Form Sidewalk Inspection Form Curb Inspection Form Property Assessment Search	\$17,450
		TOTAL COST FOR SITE CONVERSION	\$50,900
5.	Training (optional)		

HOSTING AND MAINTENANCE			
1.	Maintenance	2014 Budgetary	\$16,500
2.	Maintenance	2015 Budgetary	\$16,500
3.	Hosting	2014	\$ 0
4.	Hosting	2015	\$ 8,000

09/20/13

~Marketing Dept > Proposals > Proposals 2013 > CT 11_PTW - Process > Germantown, Village of > GIS Site Conversion > Attachment D
Cost Summary (Excluding Training).doc~

ATTACHMENT E

RUEKERT/MIELKE Standard Terms and Conditions

GIS Version
November 22, 2000

A. Standard of Care

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

B. Authorized Representative

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

C. Payments to CONSULTANT

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

D. Ownership and Reuse of Documents

All materials developed, prepared, completed, or acquired by CONSULTANT during the performance of the services specified in this contract, including all finished or unfinished surveys, data, drawings, maps, photographs, and reports, shall become the property of OWNER and shall be delivered to OWNER during the contract period. Such materials shall not be released by CONSULTANT or used for other purposes at any time without the written approval of OWNER.

No drawings, maps, photographs, documents, reports, or other data prepared or completed under this contract agreement shall be copyrighted by CONSULTANT, nor shall any notice of copyright be registered by CONSULTANT in connection with any such material prepared or completed under this contract.

E. Access

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

F. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, agents, and consultants, or any of them to OWNER and anyone claiming by, through, or under OWNER, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not exceed the total amount of \$1,000,000.00.

G. Insurance

CONSULTANT will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request.

H. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to CONSULTANT all amounts owing to CONSULTANT under this Agreement, for all work performed up to the effective date of termination.

I. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, and consultants in the performance of CONSULTANT's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.

ATTACHMENT E

3. To the fullest extent permitted by law, CONSULTANT's total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages and expenses caused in part by the negligence of CONSULTANT and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT's negligence bears to the total negligence of OWNER, CONSULTANT, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph I.2. of this Exhibit, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and CONSULTANT's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of consultants, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph I.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph I.1. is subject to and limited by the provisions agreed to by OWNER and CONSULTANT in paragraph F. "Limit of Liability," of this Agreement.

J. Independent Contractor

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

K. Force Majeure

CONSULTANT shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond CONSULTANT's reasonable control.

L. Severability and Waiver of Provisions

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

M. Dispute Resolution

1. OWNER and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out of relating to this Agreement or the breach thereof ("disputes") to mediation.

END OF DOCUMENT

X-E

**BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: Monday February 17th, 2014
AGENDA ITEM: New Business
ITEM TITLE: Proposed Streets for Sealcoating 2014
SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Sealcoating asphalt has been and continues to be an effective way to preserve and extend the life expectancy of roads. This maintenance tool is recognized as a best management practice that is being utilized by many area municipalities as a portion of their overall road maintenance strategy. In 2012 the Village performed sealcoating in a curb and guttered subdivision (Wooded Hills). As is common with sealcoats some aggregate was scraped off, and became "loose" during snow plowing season. This loose aggregate does become trapped in the snow and does adhere to snow covered shoes. This in turn tracks into garages and homes. The Black Slag is a nuisance for our residents. The "issue" is greatest the first winter after the sealcoat is applied. The loose aggregate is nothing like the complete failure the Village experienced in the early 2000s. That situation was a major failure that lasted for years. Currently the seal coat in Wooded Hills is holding up very well, even during this extreme winter we are experiencing.

The Village's 2013 PASER Report indicated that 45.36 miles of streets fell within the 5-6 rating. These roads are prime candidates for sealcoats; however, a majority of these roads are in subdivisions with curb and gutters. Many of these streets are between 12 and 15 years old. If we defer maintenance much longer their condition may worsen to a point where sealcoating is no longer an option. To slag seal ALL of the roads within the 5-6 PASER rating (at today's costs, assuming an average 28' road width) would cost an estimated 1.1 million dollars. Assuming funding for sealcoating stays at the current \$200,000 level it is practical to say we could take care of these needs within 5-6 years.

The PW & Highways Committee recommended (3-1 vote) to move forward with a list of projects provided by staff; however that list was included multiple streets that far exceed the \$200,000 budgeted. Staff felt it appropriate to bring a revised list to Board for approval prior to the bidding process.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER __x__

RECOMMENDATION:

The PW Committee recommended moving forward with sealcoating in curb and guttered subdivisions. The 2014 list is included for review.

BOARD ACTION:

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

2014
Road Maintenance
Proposed
Black Boiler Slag Seal
 (\$1.55/sq yrd)

<u>NAME</u>	<u>YEAR</u>	<u>PASER</u>	<u>APPROX COST</u>
*Windsong	1993	6	\$47,000
*Sunberry	1997	6-7	\$31,500
*Mountbrook	1999	7	\$14,000
Squire (Meq-Main)	1997	3, and 6	\$23,000
Division (Meq-main)	1991	5-7	\$15,000

* Entire subdivision not just street

Patching

\$27.50/sq yrd. 3" mill and overlay
 \$16.80/sq yrd 3" overlay

Squire	\$15,000
Mountbrook	\$12,000

Fog Seal (Rejuvenator)
 \$1.25/ sq. yard

Cul de Sacs of Wooded Hills	\$1,500
Amber Dr. (County Line to Elmwood)	\$3,000
<u>Juniper (Hawthorne to Division)</u>	<u>\$13,000</u>
TOTAL	\$175,000
Crack Fill Material	\$25,000
2014 Budget (10-542-530-3505)	\$200,000

X-F

**BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: Monday February 17th, 2014

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Purchase Patrol Truck

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Board review the pricing obtained for the purchase of a new Single Axle Patrol Truck. Staff solicited pricing from regional dealerships selling Western Star and International brand Trucks. In recent history we have purchased predominately International trucks. After a great deal of research, discussion, and thought, staff is recommending purchasing a Western Star truck. The result of the pricing is as follows:

Badger Truck (Milwaukee)	\$175,466
Boyer Ford (Lauderdale MN)	\$178,314
V & H Inc. (Marshfield WI)	\$182,915
Lakeside International (Milwaukee)	\$170,380

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

The PW Committee unanimously recommended purchasing a new Western Star Patrol Truck from Bader Truck Center Inc. for an amount not to exceed \$175,466 from Highway Capital Account 40-542-570-8520.

BOARD ACTION:

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

**BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: February 17, 2014

AGENDA ITEM: New Business

ITEM TITLE: Budget Amendment to Transfer Funds from Account 10-541-530-4300 to 10-541-530-7200 to Fund Data Plan for Engineering Dept. Smart Phones

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

The Engineering Dept. would like to begin implementing smart phone technology to improve data acquisition, transfer and download efficiencies in field-field and field-office applications. Field personnel would virtually have the same functionality as they would in the office: access to voice mails and e-mails, photography and videography, voice memos, access to weather forecasts and radar, access to GIS, access to documents, etc.

Service would continue through the existing State of Wisconsin phone plan. The phone upgrades would cost a one-time charge of \$400 (i.e., 4 phones x \$100 ea), and an additional monthly charge of \$100 (i.e., 4 phones x \$25/mo). Total amount transferred would need to be \$1,500 (i.e., \$400 + (11 x \$100)). The phones would have the latest LTE transmission technology.

ATTACHMENTS: None

RECOMMENDATION:

Authorize a Budget Amendment to Transfer Funds from Account 10-541-530-4300 to 10-541-530-7200 to Fund Data Plan for Engineering Dept. Smart Phones.

COMMITTEE ACTION:

During their February 4, 2014 meeting, the Public Works & Highway Committee recommended (3 Ayes : 1 No) to Village Board to authorize a Budget Amendment to Transfer Funds from Account 10-541-530-4300 to 10-541-530-7200 to Fund Data Plan for Engineering Dept. Smart Phones.

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

APPROVING AMENDMENTS TO THE 2014 BUDGET
Data Plan for Engineering Department Smart Phones
Transfer funds Across DPW Administration and Engineering 2014 Expenditure Budget

WHEREAS, the Village Board of the Village of Germantown approved the appropriation of funds for operations for the year 2014, and,

WHEREAS, Funds are available in DPW Administration and Engineering 2014 Expenditure Budget Account #10-541-530-4300 to allow for a transfer to DPW Administration and Engineering 2014 Expenditure Budget Account #10-541-530-7200 in the amount of \$1,500 to help cover the cost for Engineering Department smart phone upgrades and associated data plans, and,

WHEREAS, DPW Administration and Engineering 2014 Expenditure Budget Account #10-541-530-7200 is projected with the phone upgrades and associated data plans to be over its \$4,000 budget by year end so that together with the aforementioned transfer the annual purchase in the amount of \$5,500 from U.S. Cellular for the phone upgrades, associated data plans, and regular phone service will be fully funded, and

NOW THEREFORE BE IT RESOLVED, by the Village Board of the Village of Germantown that the 2014 Budget be amended accordingly to allow a transfer from DPW Administration and Engineering 2014 Expenditure Budget Account #10-541-530-4300 to cover expenses in the DPW Administration and Engineering 2014 Expenditure Budget Account #10-541-530-7200 of \$5,500, and

BE IT FURTHER RESOLVED that the Village Clerk is hereby authorized and directed to publish a copy of this Resolution as a Class I Notice in accordance with Section 65.90 (a) Wisconsin Statutes.

Introduced by: _____

Adopted: _____

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, President

ATTEST: _____ Barbara K.D.Goeckner, MMC/WCPC Village Clerk

**BUSINESS OF THE VILLAGE BOARD
VILLAGE OF GERMANTOWN**

MEETING DATE: February 17, 2014

AGENDA ITEM: New Business

ITEM TITLE: PUBLIC Grant Program request from Kiwanis Club of Germantown for 2014

SUBMITTED BY: Barbara K. D. Goeckner, Village Clerk

SUMMARY EXPLANATION:

Public Grant Program Application from the Kiwanis Club of Germantown for 2014 for the events of July 4, 2014.

ATTACHMENT: ORDINANCE _____ RESOLUTION __X__ OTHER __X__

RECOMMENDATION:

Motion to approve the request of the Kiwanis of Germantown for their PUBLIC Grant Program application.



**Kiwanis of
Germantown, WI**

P. O. Box 531
Germantown, WI 53022

January 25, 2014

RECEIVED

JAN 29 2014

OFFICE OF VILLAGE CLERK
VILLAGE OF GERMANTOWN

Mission Statement:

*Kiwanis is a global organization of volunteers
dedicated to changing the world,
one child and one community at a time.*

*Kiwanians are volunteers changing the
world through service to
children and communities.*

Attached please find an application for the PUBLIC Grant Program from the Kiwanis Club of Germantown. The application covers our three events on July 4, 2014, which include:

- 4th of July parade being held Friday, July 4, 2014, parade start at noon through downtown Germantown (Pilgrim Road; Main Street; Park Avenue); estimated attendance 5000*
- Festivities at Firemen's Park on Friday, July 4, 2014, festivities at park begin at 11am and continue through the fireworks display 10:45pm; estimated attendance throughout day 5000*
- Fireworks on Friday, July 4, 2014, held at dusk at Firemen's Park; estimated attendance 2500*

The purpose of the 4th of July Festivities is to bring together residents and visitors for one of the best hometown celebrations in the area at one of the Village's great park facilities.

*these attendance figures are truly estimates and vary from year to year.

Submitted by,


Lynn Grgich

4th of July Event Coordinator

262-347-9901 cell

VILLAGE OF GERMANTOWN
APPLICATION FOR PUBLIC GRANT PROGRAM

RECEIVED

JAN 29 2014

OFFICE OF VILLAGE CLERK
VILLAGE OF GERMANTOWN

Application Date: _____

Organization/Group Name: Kiwanis of Germantown

Applicant's Name: Lynn Grigich, July 4th Co-ordinator

Applicant's Address: P.O. Box 531, Germantown, WI 53022

Telephone Number: 262-424-4457 (July 4th hotline) 262-347-9901
Lynn's cell phone

Purpose or Mission Statement: Kiwanis is a global organization of volunteers

dedicated to changing the world, one child and one community at a time.
Kiwanians are volunteers changing the world through service to children &

Event No. 1 Date: July 4, 2014 Event Description: 4th of July communities,

Parade

Estimated Attendance: 5000 Times of Event: 12 noon - 1:30 pm

Location of Event: Downtown - Main Street to Park Avenue, Germantown

Event No. 2 Date: July 4, 2014 Event Description: 4th of July

Festivities at the Park

Estimated Attendance: 5,000 Times of Event: 11am - 10:45pm

Location of Event: Firemen's Park, Germantown

Event No. 3 Date: July 4, 2014 Event Description: 4th of July

Fireworks

Estimated Attendance: 2500 Times of Event: dusk 9:45pm - 10:15pm

Location of Event: Firemen's Park, Germantown

How will the event(s) benefit the Village of Germantown: The annual 4th of July
Parade, Festivities at the park and fireworks bring residents
of Germantown together to enjoy these activities with friends
and neighbors. The parade and park vendors feature community
residents, organizations and businesses.

☒ Insurance submitted \$1,000,000 (minimum limit) – required for events having over 100 people in attendance.

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

Date: 1-25-14

[Signature]
Signature

Lynn Gergich
Print Name of Signature

W168 N11062 Ashbury Circle #5
Street Address

Germantown, WI 53022
City, State & Zip Code

Lynn Grgich

From: George Herro [george@herrocpa.com]
Sent: Monday, January 27, 2014 5:36 PM
To: 'Chief Peter Hoell'; lgrgich@germantownchamber.org
Subject: RE: 4th of July

Hi Pete & Lynn:

I hope both of you are warm.

Our Kiwanis club is a 501 (c)(4) non stock, non profit corporation.

We do file an annual tax return with the IRS and are current in our filing requirements.

We are also current with our filing requirement with the Wisconsin Department of Financial Institutions. This government agency requires an annual filing of all registered Wisconsin businesses.

I do have in our file copies of all original documents from above.

Hope this helps...let me know if you have other questions.

George

George H. Herro CPA, SC
PO Box 430
W156 N11347 Pilgrim Rd.
Germantown, WI 53022
262-255-2161
262-255-9930 (fax)
www.herrocpa.com

Trust and Loyalty are earned. Thank you for giving me the opportunity for earning yours.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group Inc-Indianapolis 301 Pennsylvania Parkway, #201 Indianapolis IN 46280		CONTACT NAME: Adam Reiff PHONE (A/C, No, Ext): 317-817-5139 FAX (A/C, No): 317-817-5151 E-MAIL: adam.reiff@hylant.com ADDRESS: adam.reiff@hylant.com	
INSURED KIWAN03 Kiwanis International, All Clubs and Their Members Insured Local Club: GERMANTOWN % Lynn Grgich PO Box 531 Germantown WI 53022		INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: Evanston Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19437 35378	

COVERAGES**CERTIFICATE NUMBER:** 136952192**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Agg Per District ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	Y		013136005	11/1/2013	11/1/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Liquor Liability \$1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			013136005	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Aggregate \$3,000,000
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			XONJ558913	11/1/2013	11/1/2014	EACH OCCURRENCE \$9,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			013136005	11/1/2013	11/1/2014	All Claims \$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named as Additional Insured as respects to General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) are included):
7/4/14 or any future date(s) during the policy term - Parade, festivities at the park and fireworks

CERTIFICATE HOLDER**CANCELLATION**

Village of Germantown PO Box 337 Germantown WI 53022	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>
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VILLAGE OF GERMANTOWN
N112 W17001 Mequon Road; P.O. Box 337
Germantown WI 53022-0337
PARADE PERMIT APPLICATION
Section 12.10

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JAN 29 2014

OFFICE OF VILLAGE CLERK
VILLAGE OF GERMANTOWN

Please Print ALL Information Legibly.

Fee: \$15.00

This application must be filed with the Village Clerk not less than 45 days before the date of the event. If the parade is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such permit shall file with the Village Clerk a communication in writing from the person proposing to hold the parade authorizing the applicant to apply for the permit on his behalf.

ORGANIZATION Sponsoring Event: Kiwanis Club of Germantown

Organization Contact Person: William Steitz

Phone Number of Organization Contact Person: 462-242-5411

Organization Address: P.O. Box 531

City: Germantown State: WI Zip Code: 53022

Person in Charge of Parade or Event: Lynn Grigich

Phone Number of Person in Charge of Event: 462-347-9901 cell

Address: 1168 N 110th Ashbury Circle #5

City: Germantown State: WI Zip Code: 53022

Type of Event (parade, walk, run, etc.) Parade

Event Date: 7-14-14 Hours: Begin noon End 2:00pm

Approximate number of persons, animals (include type) and vehicles (include description) participating: See attached for listing of units from previous year.

Approximately 65-75 units made up of floats, trucks, cars, marchers

Will parade or event occupy the entire street? Yes X No If yes, explain:

Parade units will march down center of street with spectators on both sides.

Assembly areas: Pilgrim Road, Francese Drive, Montgomery Dr, Germantown

Hours of assembly: 7:00am - noon (early time - staking area)

Intervals to be maintained between parade units: 10 feet

PARADE ROUTE: Indicate route of parade on the map of Germantown printed on the attached page. Show start (entry) and end (exit) points, and indicate progress with arrows.

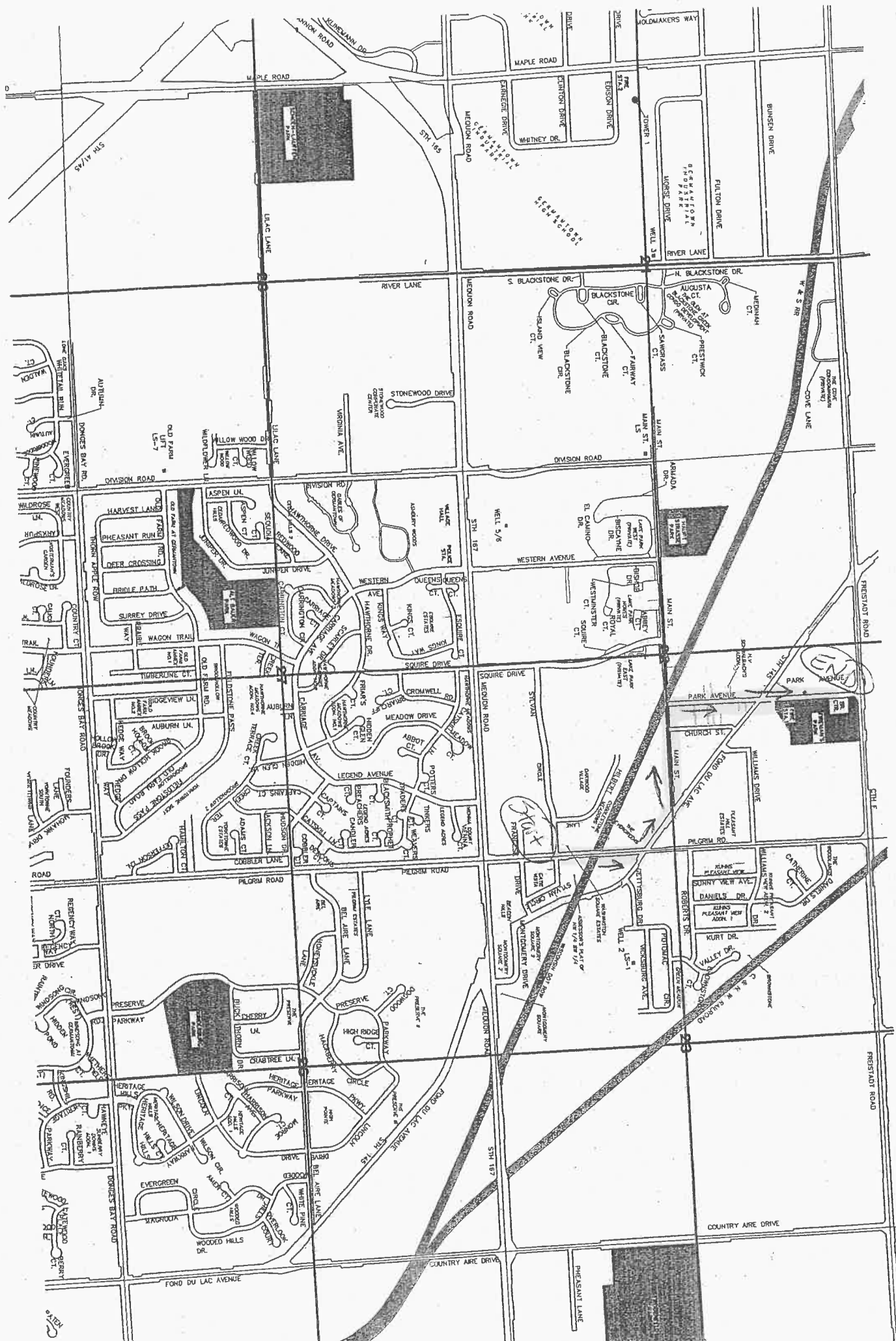
Attach map of entire route if event is not limited to Germantown.

A CERTIFICATE OF INSURANCE must accompany application, showing that the applicant is covered by liability insurance by a company licensed to do business in Wisconsin in the amount of \$300,000 for the injury or death of one person, \$1,000,000 for any one accident and \$50,000 for property damage.

I understand that there may be additional charges based on costs related to this event from the Police Department and the Department of Public Works.

1-25-14 Kiwanis Club of Germantown [Signature]
Date Sponsoring Organization Signature of Authorized Applicant

The application **WILL NOT** be processed unless all information and attachments are provided.



2013 Parade

Business	Parade Entry Description
Life Church	Program Distribution
Germantown American Legion Post 1/ VFW	
Color Guard	Color Guard
Germantown American Legion Post 1	Pick up Truck & Trailer
Banners	
Gerlach Stiltwalkers	2 stiltwalkers
Germantown Fire Department	Fire trucks & ambulances
Clown - Petals	Clown
Grand Marshall Dignitary	
Grand Marshall Vehicle	63 Chevy Convertible
Village President - Dean Wolter	car & one person walking
Kiwanis	Truck w/ Trailer
Leadership/Youth Futures/Police Dept -	
Collecting Food	Pushing shopping carts for food pantry
Imagination Theatre of Germantown	"Anything Goes" summer musical cast
Cub Scout Pack 271	Scouts, Leaders & Parents
County Supervisor - Peter Sorce	
Decorated Buggies, Wagons, Tricycles and	
Bicycles	
All American Window & Door Co., Inc.	Pick up Truck/Trailer & 1938 Ford Van
Frank Wiedmeyer	1959 John Deere w/ Trailer
Kennedy Middle School Band Marching Band	Marching Band
Happy Hounds LLC - Doggie Daycare & Training	Walking Animals
JK Lee Black Belt Academy	Martial Arts
	Power Poms, Pixie Poms, Pixie Dust &
Germantown Recreation Pom Teams	Spark
Kettle Moraine Model T Ford & Vintage Car Club	Ol Cars
Germantown High School Wall of Sound	High School Marching Band
Germantown Soccer Club-Milwaukee Kickers	Soccer Team with Water Guns
Aldo's R-Bar & Pizza	Pizza Float
Faith Lutheran Church	truck & Trailer & walkers
Goodwill Donation Center	banner/walkers
Freistadt 4-H Friends	llamas, tractor, float
Germantown Little League	Little Players & Coaches
Surge Martial Arts	Martial Arts Demo
Life Church	Distributing Water
Germantown Historical Society & MWDR	trailer float, dachshund dogs may walk
Sinter Klausen Christmas Markt	"Silver Anniversary" decorated pick-up
Tan'R You	Truck
Interfaith Caregivers of Washington County	Van
Germantown Varsity Cheer	Germantown Varsity Cheer
	New organizer, not sure of previous
Germantown Hawks Cheer	group
Karate America Menomonee Falls	Martial Arts Students/Float
Distinct Photography	Vehicle
Homer's Towing	2 Heavy Duty Tow Trucks

2013 Parade

Wisconsin Corvette Club
Fox 6 Personality - Nicole Koglin
Richfield Lions Club
Jared Clasen (Hillside Metal Products)
The Grout Doctor
Germantown Warchix Pom & Dance Team
Senator Alberta Darling
State Rep. Dan Knodl
1964 Ford F-100
1969 Chevy Impala convertible
Falls Baptist Church
Washington County Republican Party
Comedy Sportz
Bintz Heating & Sheet Metal, Inc.
Cartridge World - Germantown
Wetterau
Partridge Family Party Bus

Corvettes
Riding in a Corvette
Lion on a Trailer
Humvee & Trailer
Vehicle with walkers
Pom Performance Team
Mazda
Possible motorcycle
1964 Ford F-100
1969 Chevy Impala convertible
Tractor Trailer Float & Truck
pickup with trailer
White Ford E-350
Truck pulling float
Automobile with car wrap
2 tractors, 1 atv, 1 semi
double decker bus

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JAN 29 2014

OFFICE OF VILLAGE CLERK
VILLAGE OF GERMANTOWN

VILLAGE OF GERMANTOWN
N112 W17001 Mequon Road, P.O. Box 337
Germantown, Wisconsin 53022

APPLICATION FOR DANCE LICENSE

Fee: \$10.00/day or \$100.00/annual (Amount Paid \$ _____)
\$5.00 Investigation Fee on Initial License Application

Name: Kiwanis Club of Germantown Date: 1-25-14
(Individual, Partnership, Corporation or Club)

Address: P.O. Box 531 City: Germantown State: WI Zip: 53022

List Officers of Partnership, Club, or Organization:

President: Name: (First) William (Middle Initial) J (Last) Steitz

Address: N123 W12420 Russett Ct. City: Germantown State: WI Zip: 53022

Date of Birth: 11-24-46 Phone: 262-242-5411

Secretary: Name: (First) Judy (Middle Initial) _____ (Last) Ketterer

Address: 410 Aldo's Pizza & Pub
W156 N11058 Pilgrim Rd City: Germantown State: WI Zip: 53022

Date of Birth: _____ Phone: 262-255-7777

Treasurer: Name: (First) Peter (Middle Initial) G (Last) Hoell

Address: W157 N9790 Glenwood Rd City: Germantown State: WI Zip: 53022

Date of Birth: 11-27-66 Phone: 262-483-6704

Manager, Agent or Person in Charge:

Name: (First) Lynn (Middle Initial) L (Last) Grgich

Address: W1168 N11062 Ashbury Cir #5 City: Germantown State: WI Zip: 53022

Date of Birth: 1-11-57 United States Citizen? Yes Wisconsin Resident? Yes

Have you ever been convicted of a felony or misdemeanor for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any municipality, or are there any criminal charges presently pending against you? Yes _____ No X. If yes, give law or ordinance violated, date, description and status of charge:

Date when dance will be held: 7-4-14 Time of Dance: 1:30 AM (PM) to 11:00 AM (PM)

Premises where dance will be held: Firemen's Park, Germantown

Name and address of the person, firm or corporation owning premises for which license is applied:

Name: Kiwanis Club of Germantown Address: P.O. Box 531, Germantown, WI 53022

I understand that omission, false information or untrue information submitted by me on this application will be grounds for the Village Board to deny this license at issue; OR revoke any such license after issue, when such error or omission is revealed upon investigation.

I understand that the license is issued subject to approval by the Inspection Department prior to the event, and it is my responsibility to contact the department when set-up is complete.

Date: 1-25-14 Signature of Applicant: Lynn Grgich

Office Use Only:

Date submitted to Police Department and Fire Department for Investigation: _____
Date submitted to Public Safety Committee for recommendation: _____ Date Submitted to Village Board: _____
Approved: _____ Denied: _____ License No. _____ Date license issued: _____

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VILLAGE OF GERMANTOWN

JAN 29 2014

APPLICATION FOR FIREWORKS USER PERMIT
Section 9.06 (5) of the Municipal CodeOFFICE OF VILLAGE CLERK
VILLAGE OF GERMANTOWN

Fee - \$100.00

Investigation Fee: \$⁷2.00

Permit No. _____

APPLICANT: Lynn Grigich Lynn L
Last First Middle InitialADDRESS: W1168 N11062 Ashbury Circle #5CITY: Germantown STATE: WI ZIP CODE: 53002PHONE NO. 414-347-9901 DRIVER'S LICENSE NO. G6225325-7511-07SEX F RACE W DATE OF BIRTH 1-11-57

LOCATION OF PREMISES WHERE DISCHARGE OF FIREWORKS WILL OCCUR:

Firemen's Park, W1162 N11870 Park Avenue, Germantown, WI 53002DATE REQUESTED: July 4, 2014 TIME: 9:30 pm estimated

DESCRIPTION OF FIREWORKS TO BE DISCHARGED: _____

pyrotechnic displayPURCHASED FROM: Bartolotta Fireworks Company DATE: _____

OPERATOR WHO WILL DISCHARGE FIREWORKS:

NAME: Aqualified pyrotechnician provided by Bartolotta's
Last First Middle InitialADDRESS: P.O. Box 5CITY: Genesee Depot STATE: WI ZIP CODE: 53127PHONE NO. 414-9168-4178 DRIVER'S LICENSE NO. _____

SEX _____ RACE _____ DATE OF BIRTH: _____

CREDENTIALS: _____

ATTACHMENT: Copy of Insurance in the amount of \$1,000,000 for bodily injury to any one person, in the amount of \$5,000,000 for injury to more than one person and in the amount of \$2,000,000 for damage to property that may arise by reason of use or discharge of fireworks under the permit. The Village shall be named as one of the insureds in said policy of insurance.

Letter from property owner authorizing use of property for the discharge of fireworks.

Christine M. Muska
Witness[Signature]
Signature

Chris Micka

From: Lynn Grgich [lgrgich@germantownchamber.org]
Sent: Wednesday, January 29, 2014 3:11 PM
To: Chris Micka; Barbara K.D. Goeckner
Subject: FW: 4th of July

I may have missed entering the contract date for the fireworks contract on the fireworks permit form. Would you please attach this e-mail or make note of the date for me?

From: Justin Casperson [<mailto:jcasperson@village.germantown.wi.us>]
Sent: Monday, January 27, 2014 3:03 PM
To: lgrgich@germantownchamber.org
Subject: RE: 4th of July

December 19, 2013.

Justin Casperson

*Park & Recreation Director
Village of Germantown
262-250-4710*

From: Lynn Grgich [<mailto:lgrgich@germantownchamber.org>]
Sent: Monday, January 27, 2014 11:55 AM
To: Justin Casperson
Subject: 4th of July

Hi Justin,

I'm completing paperwork for the fireworks permit for the Village. I need the date the contract for fireworks was signed.

Lynn Grgich

Lynn Grgich
Executive Director
Germantown Area Chamber of Commerce
P. O. Box 12, Germantown, WI 53022
phone: 262-255-1812
fax: 262-255-9033
e-mail: lgrgich@germantownchamber.org

X-I

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

Dear Village Clerk:

Pursuant to Section 2.05(1) of the Municipal Code, we hereby request that the following item(s) be placed on the Village Board agenda for Monday, FEBRUARY 17, 2014, for consideration and action:

TO ENTER INTO CLOSED SECTION TO DISCUSS
PERFORMANCE EVALUATION OF THE DIRECTOR
OF PUBLIC WORKS

Dated this 12 day of FEBRUARY, 2014

Art Zobel
[Signature]

REQUESTS MUST BE RECEIVED BY 12:00 P.M. ON THE WEDNESDAY
PRECEDING THE VILLAGE BOARD MEETING.

Received: _____

RECEIVED

FEB 21 2014

OFFICE OF VILLAGE CLERK
VILLAGE OF GERMANTOWN