

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, January 16, 2017 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. Approval of Village Board Minutes: December 14 & 27, 2016 Special Village Board Meetings

B. Accounts payable/payroll

1. January 10, 2017 Payroll (hourly) \$ 209,262.16

C. Operator Licenses: January 17, 2017 to June 30, 2017:

Brittany L. Beason, Thomas R. Meitner, Sangita Raut [Recommended Approval]

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

D. Request Approval to Purchase a Used Quad-Axel Dump Truck for Water Utility in an Amount not to Exceed \$85,000 with Funds Allocated from Acct# 50-180-185-3920 [Recommended Approval]

E. Request Approval of Blanket Purchase Order for Recycling Center for Materials, with Max R Recovery in an Amount not to Exceed \$15,000 with Funds Allocated from Acct# 10-546-570-7960 [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. Public Hearing Regarding Proposed Industrial Development Revenue Refunding Bond Financing for L.T. Hampel Corp. project

X. NEW BUSINESS:

- A. Consideration of **RESOLUTION NO. 01-17**, Regarding Industrial Development Revenue Refunding Bond Financing for L.T. Hampel Corp. Project
- B. **ORDINANCE NO. 01-17**, Amending the Germantown Municipal Code to Provide for Extended Hours for Certain Late-Night Outdoor Entertainment Uses by Conditional Use Permit Within the Village
- C. Request Approval of Payment of Invoice for Lucas 3 CPR Device
- D. Request Approval to Replace Deputy Chief's Vehicle
- E. Request Approval of the Developer Agreement with Presbyterian Homes
- F. Appointments to the Village of Germantown Newly Revised Tourism Commission Due to State Statute Changes Effective January 1, 2017:
- | | | |
|-------------------|------------------------|-------------------------|
| Jeffrey M. Hughes | Chair/Trustee | 01/16/2017 – 05/14/2018 |
| Lynn Grgich | Chamber Representative | 01/16/2017 – 05/14/2018 |
| Sue Ciurro | Hotel Representative | 01/16/2017 – 05/14/2018 |
| Patricia Adair | Member | 01/16/2017 – 05/14/2018 |
| Carroll Merry | Member | 01/16/2017 – 05/14/2018 |
| Judy Rogers | Member | 01/16/2017 – 05/14/2018 |
- G. Discuss Bargaining Strategy Involving Negotiations with the International Association of Firefighters Local 4854. The Village Board May Enter into Closed Session Per Wi. §19.85 (1)(E) For Deliberating or Negotiating the Purchase of Public Properties, The Investing of Public Funds, Or Conducting Other Specified Public Business, When Competitive or Bargaining Reasons Require a Closed Session and May Re-Enter Open Session to Take Such Action as It Deems Appropriate
- H. Discussion and Action Regarding Tentative Agreement with IAFF Local 4854

XI. ADJOURNMENT

The next Village Board meeting will be on February 6, 2017 at 7:00 p.m.

VII. A

**VILLAGE OF GERMANTOWN
SPECIAL VILLAGE BOARD MEETING MINUTES
December 14, 2016**

CALL TO ORDER: The meeting was called to order at 6:18 p.m. by President Wolter.

ROLL CALL: President Wolter, Trustees Hughes, Kaminski, Miller, Warren and Zabel. Absent and Excused: Trustee Baum, Campbell and Myers. (Trustee Myers arrived 6:23 p.m.) Also, present: Administrator Schornack and Deputy Clerk Raymond.

UNFINISHED BUSINESS:

NEW BUSINESS:

- A. Appointment of Assessor for the 2017-20XX Assessment Years and Authorization for Village Administrator and Attorney to negotiate a Contract with the Same – Assessment firms were asked to come back after having the opportunity to review assessment records from Village Clerk's office. Each firm is asked to give brief summary. Representative from Tyler Technologies, Mark Link. Bound by Chapter 70 Wisconsin Statutes, list building permits, interior and exterior permits. Re-evaluation would include full PR campaign. Researched and spoke with Administrator and developed plan to bring Village compliant by 2020. Will personally be assessor for Village. Base data of square footage and so forth, can work with and load in electronic sketches and digital images. Our bid is a fixed fee bid and includes everything. Village can request information at different stages of process. Annual Assessment Report (AAR) and Assessment Quality Report are two reports that can gauge how accurate data is. AAR is presented at Board of Review so they have a full understanding of how those were completed. Have had no issues providing data to counties for tax purposes or DOR. Software is well established in state. Representatives from Associated, Chris Campbell and Dean Peter. Reviewed information provided. Our goal is to get Germantown into compliance in one year (2017). We have appropriate individuals to handle the job. Family owned business, service municipalities in state. Built long lasting, trusting relationships. Will deliver complete set of digitally compliant records in one year at the cost of \$30,000. Excellent reputation with DOR. Easy to contact, great website, can back up assessment values. Strongly encourage property owners to contact us. Annual assessment report required annually by DOR. Based on assessment work values are close to selling prices. Both companies provided additional information about their services. Discussion of fees charged for bringing Village into compliance and if there would reduction in fee if it took less time. Tyler Technologies fee to be paid over 3-year time frame. Associated agreeable to a portion of the \$30K, have to pay for labor to bring into compliance. Tyler Technologies more feasible to do over 3 years for budgeting purposes. Further discussion of cost for compliancy and work actually required. Both companies spoke of techniques used in their assessment practices. Tyler- cannot make changes just by speaking to assessor. Associated – good at defending assessed values. Discussion of constituents need to understand assessments. Associated believes in properly educating them about property taxes. Tyler Technologies- Properties are reviewed for sales, if information is not on assessment record, then it is ok to change assessment record. Further discussion of what makes Germantown different than other communities already serviced by Tyler and Associated. Associated's track record speaks for itself, their

number of offices, manpower to handle the work. Tyler Technologies uses controlled growth and focuses on larger municipalities, office in West Allis – doesn't want to over reach. Needs to provide good level of service. Neither company has an issue coming into the office to do assessments and Tyler would have no additional cost.

Motion (Zabel/Kaminski) to hire Associated for a 3-year term, until 2019 with year 2020 being optional, compliance payment to be made quarterly based on reports filed with Village. \$85,000 & \$30,000 for 2017, \$85,000 for years 2018 & 2019, optional for year 2020. Total cost for Tyler is \$ 356,500 compared to \$285,000 for Associated for 3 year term. Roll call vote, 6 in favor, 1 opposed (Wolter), carried. Discussion of price, service and compliance and presentation and qualities of both companies.

ADJOURNMENT

There being no further business, the meeting adjourned at 7:46 p.m.

Tanya Raymond
Deputy Clerk

**VILLAGE OF GERMANTOWN
SPECIAL VILLAGE BOARD MEETING MINUTES
December 27, 2016**

CALL TO ORDER: The meeting was called to order at 5:30 p.m. by Clerk Goeckner.

ROLL CALL: Trustees Baum, Campbell, Kaminski, Miller, Myers, Warren and Zabel. Absent and excused: President Wolter and Trustee Hughes Also Present: Administrator Schornack and Clerk Goeckner

Trustee Kaminski was nominated to be President Pro-Tempore in the absence of President Wolter

UNFINISHED BUSINESS: None.

NEW BUSINESS:

A. Request for Approval of Proposal from Global Sight and Sound to Update Video and Audio Equipment in the Village Board Room

Trustee Miller presented information on the proposal which he assisted in obtaining. Three companies were contacted to look at the system and consider upgrading the AV equipment to go out for broadcasting. Only proposal provided was from Global Sight and Sound, Peter Kotsakis. Based on budget constraint of \$20,000 prioritized what needed to be done. AV broadcasting would be first and 4 microphones would be second. **MOTION (Miller/Warren) to approve Phase 1 of the proposal with Global Sight and Sound, as amended after GGF meeting, for a cost of \$19,989.** Discussion of signing of agreement, service warranty, need for TV monitors vs. projector & screen. Contract states a down payment of 75% will be paid prior to start of work. Administrator Schornack stated this is not usual and the Village normally does not give part of cost up front – are they okay with this? Mr. Kotsakis stated it would be fine. Discussion of TV being smaller than current screen and possibly more difficult to see. Concern of spending money for this. Does not include computer software to change how programming for cable is dealt with internally from Clerk's office. Already has capability to save recording on hard drive instead of on DVD as currently is done. Further discussion on location of TV monitors etc. **Roll call vote, 6 in favor, 1 opposed (Baum), carried.** Agreement will be reviewed by Village Attorney prior to signing.

ADJOURNMENT

There being no further business, the meeting adjourned at 6:00 p.m.

**Barbara K. D. Goeckner MMC/WCPC
Village Clerk**

NOTICE OF PUBLIC HEARING

Notice is hereby given, in compliance with requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, that the Village of Germantown, Wisconsin, will hold a public hearing on January 16, 2017 at 7:00 p.m., or as soon thereafter as the matter may be heard, at Village Hall, N112 W17001 Mequon Road, Germantown, Wisconsin, regarding the proposed issuance of Village of Germantown, Wisconsin, Industrial Development Revenue Refunding Bonds, Series 2017 (L.T. Hampel Corp. Project), in an aggregate amount not to exceed \$4,977,000, pursuant to Section 66.1103 of the Wisconsin Statutes, for the purpose of refunding the \$5,500,000 Village of Germantown, Wisconsin Industrial Development Revenue Bonds, Series 2010 (L.T. Hampel Corp. Project) issued on October 21, 2010 (the "Series 2010 Bonds").

The Series 2010 Bonds financed a project on behalf of Redstone Land Holding, LLC, a Wisconsin limited liability company (the "LLC"), and L.T. Hampel Corp., a Wisconsin corporation (the "Corporation" and collectively with the LLC, the "Borrower") which consisted of (i) the rehabilitation of the LLC's existing approximately 100,000 square foot manufacturing facility located at W194 N11551 McCormick Drive in the Village of Germantown, Washington County, Wisconsin (the "Existing Facility"), (ii) the construction of an approximately 70,000 square-foot manufacturing facility located at W194 N11551 McCormick Drive in the Village of Germantown, Washington County, Wisconsin, on property which is owned by the LLC and adjacent to the Existing Facility (the "New Facility"), (iii) the acquisition and installation of equipment at the New Facility and (iv) certain costs related to the issuance of the Series 2010 Bonds (collectively, the "Project"), which Project is owned by the Borrower and used by the Corporation to manufacture thermoformed plastic products used in agricultural and portable sanitation markets and industrial equipment.

At the hearing, all persons will be afforded a reasonable opportunity to express their views, both orally and in writing, on the proposed bonds and the location and nature of the Project proposed to be refinanced. Comments made at the public hearing are for the consideration of the Village Board but do not bind any legal action to be taken by it.

Published: December 29, 2016

VILLAGE OF GERMANTOWN, WISCONSIN
Barbara K. D. Goeckner, Village Clerk

VILLAGE BOARD OF
VILLAGE OF GERMANTOWN, WISCONSIN

RESOLUTION NO. 2017 - _____

**RESOLUTION REGARDING
INDUSTRIAL DEVELOPMENT REVENUE REFUNDING BOND FINANCING
FOR L.T. HAMPEL CORP. PROJECT**

BE IT RESOLVED by the Village Board of the Village of Germantown, Wisconsin (the "Issuer"), as follows:

Section 1 Recitals.

1.01 Under Wisconsin Statutes, Section 66.1103, as amended (the "Act"), the Issuer is authorized and empowered to issue revenue bonds to finance eligible costs of qualified "projects" (as defined in the Act), and to enter into "revenue agreements" (as defined in the Act) with "eligible participants" (as defined in the Act).

1.02 Pursuant to a Bond Agreement dated as of October 1, 2010, the Issuer issued its \$5,500,000 Village of Germantown, Wisconsin Industrial Development Revenue Bonds, Series 2010 (L.T. Hampel Corp. Project) (the "Series 2010 Bonds") to finance a project on behalf of Redstone Land Holding, LLC, a Wisconsin limited liability company (the "LLC"), and L.T. Hampel Corp., a Wisconsin corporation (the "Corporation" and collectively with the LLC, the "Borrower"), consisting of (i) the rehabilitation of the LLC's existing approximately 100,000 square foot manufacturing facility located at W194 N11551 McCormick Drive in the Village of Germantown, Washington County, Wisconsin (the "Existing Facility"), (ii) the construction of an approximately 70,000 square-foot manufacturing facility located at W194 N11551 McCormick Drive in the Village of Germantown, Washington County, Wisconsin, on property which is owned by the LLC and adjacent to the Existing Facility (the "New Facility"), (iii) the acquisition and installation of equipment at the New Facility and (iv) certain costs related to the issuance of the Series 2010 Bonds (collectively, the "Project"), which Project is owned by the Borrower and used by the Corporation to manufacture thermoformed plastic products used in agricultural and portable sanitation markets and industrial equipment (collectively, the "Project").

1.03 Pursuant to Wisconsin Statutes, Section 66.1103, as amended, the Issuer may finance a project which is located entirely within the geographic limits of the Issuer.

1.04 The Borrower desires to refund the Series 2010 Bonds and has requested the Issuer to issue its Village of Germantown, Wisconsin Industrial Development Revenue Refunding Bonds, Series 2017 (L.T. Hampel Corp. Project) in an aggregate principal amount not to exceed \$4,977,000 (the "Bonds").

1.05 Drafts of the following documents have been submitted to this Village Board and are ordered filed in the office of the Village Clerk:

- (a) a Bond Agreement (the “Bond Agreement”), proposed to be entered into among the Issuer, the Borrower, PNC Bank, National Association, as paying agent (the “Paying Agent”) and PNC Bank, National Association, as original purchaser (the “Original Purchaser”);
- (b) a Promissory Note from the Borrower to the Issuer, and assigned to the Paying Agent; and
- (c) a No Arbitrage Certificate.

Section 2 Findings and Determinations.

It is hereby found and determined that:

- (a) based on representations of the Borrower, the Project constitutes a “project” authorized by the Act;
- (b) a public hearing has been duly held on January 16, 2017 in accordance with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, at which residents of the Village of Germantown, Wisconsin were given an opportunity to be heard in regard to the proposed issuance of the Bonds and the nature and location of the proposed Project;
- (c) the purpose of the Issuer’s refinancing the costs of the Project is and the effect thereof will be to promote the public purposes set forth in the Act;
- (d) it is desirable that a series of industrial development revenue refunding bonds in an aggregate principal amount not to exceed \$4,977,000 be issued by the Issuer upon the terms set forth in the Bond Agreement, under the provisions of which the Issuer’s interest in the Bond Agreement (except for certain rights as provided therein) and the loan repayments will be assigned to the Paying Agent as security for the payment of principal of and interest on and premium, if any, on all the Bonds outstanding under the Bond Agreement;
- (e) the loan payments provided for in the Bond Agreement, and the formulas set out for revising those payments under the Bond Agreement as required under the Act, are sufficient to produce income and revenue to provide for prompt payment of principal of and interest on and premium, if any, on Bonds issued under the Bond Agreement when due; the amount necessary in each year to pay the principal of and interest on the Bonds is the sum of the principal and interest on the Bonds due in such year, whether on a stated payment date, a redemption date, or otherwise; the Bond Agreement provides that the Borrower shall provide for the maintenance of the Project in good repair, keeping it properly insured; and
- (f) under the provisions of the Act, the Bonds shall be limited obligations of the Issuer and the Bonds do not constitute an indebtedness of the Issuer, within the meaning of any state constitutional or statutory provision, and do not constitute nor give rise to a charge against the Issuer’s general credit or taxing powers or a pecuniary liability of the Issuer.

Section 3 Approvals and Authorizations.

3.01 This resolution shall constitute the approval of the Bonds within the meaning of Section 147(f) of the Internal Revenue Code of 1986, as amended, and the Bonds are hereby approved. There is hereby approved the issuance by the Issuer of its industrial development revenue refunding bonds (specifically, the Bonds) in an aggregate principal amount not to exceed \$4,977,000 for the purpose of refunding the Series 2010 Bonds which were issued to finance the Project.

3.02 The documents listed in Section 1.05 hereof, together with such subsequent changes as may be requested and approved by bond counsel and the Issuer's attorney, are approved. The Issuer shall proceed to issue its Industrial Development Revenue Refunding Bonds, Series 2017 (L.T. Hampel Corp. Project), in an aggregate principal amount not to exceed \$4,977,000, in the forms and upon the terms set forth in the Bond Agreement, which terms, including without limitation, interest rates, redemption provisions and maturity, are for this purpose incorporated in this resolution and made a part hereof. The Village President and the Village Clerk of the Issuer are authorized and directed to execute, attest and deliver the documents listed in Section 1.05 herein which are hereby approved, together with such subsequent changes as may be requested and approved by bond counsel and the Issuer's attorney, and such other documents, agreements, instruments or certificates as are deemed necessary or desirable by the Issuer's attorney and bond counsel, including an Internal Revenue Service Form 8038.

The Village President and the Village Clerk are authorized and directed to execute and seal the Bonds as prescribed in the Bond Agreement and to deliver them to the Paying Agent (together with a certified copy of this resolution and any other documents required by the Bond Agreement) for authentication and delivery to the Original Purchaser.

3.03 The publication in the official newspaper of the Issuer of the notice for the public hearing referred to in Section 2(b) of this resolution, and such notice of public hearing as so published, are hereby ratified.

3.04 The Issuer hereby elects to have the provisions of Section 144(a)(4)(A) of the Internal Revenue Code of 1986, as amended, apply to the Bonds.

3.05 The Village President and the Village Clerk and other officers of the Issuer are authorized to prepare and furnish to the Paying Agent and bond counsel certified copies of all proceedings and records of the Issuer relating to the Bonds, and such other affidavits and certificates as may be required by the Paying Agent and bond counsel to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them.

3.06 The approval hereby given to the various documents referred to in this resolution includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the Issuer's attorney and bond counsel. The execution of any document by the appropriate officer or officers of the Issuer herein authorized shall be conclusive evidence of the approval by the Issuer of such document in accordance with the terms hereof.

3.07 PNC Bank, National Association shall initially assume and perform the duties of the Paying Agent.

3.08 Notice of sale of the Bonds, in the form attached hereto as Exhibit A, shall be published in the official newspaper of the Issuer as a class 1 notice under Chapter 985 of the Wisconsin Statutes.

3.09 The Bonds shall be limited obligations of the Issuer payable by it solely from revenues and income derived by or for the account of the Issuer from or for the account of the Borrower pursuant to the Bond Agreement. As security for the payment of the principal of, premium, if any, and interest on the Bonds, the Issuer shall pledge and assign to the Paying Agent all of its right, title and interest in and to the trust estate described in the Bond Agreement.

3.10 All out-of-pocket costs of the Issuer, including attorneys' fees, in connection with the issuance and sale of the Bonds shall be paid by the Borrower.

Passed and adopted at a regular meeting of the Village Board of the Village of Germantown this 16th day of January, 2017.

VILLAGE OF GERMANTOWN, WISCONSIN

[SEAL]

By: _____
Dean Wolter, Village President

By: _____
Barbara K. D. Goeckner, Village Clerk

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

ORDINANCE NO. 01-17

AN ORDINANCE AMENDING THE GERMANTOWN MUNICIPAL CODE TO
PROVIDE FOR EXTENDED HOURS FOR CERTAIN LATE-NIGHT OUTDOOR
ENTERTAINMENT USES BY CONDITIONAL USE PERMIT WITHIN THE VILLAGE

WHEREAS, the Village Board, having previously adopted § 9.07 of the Municipal Code of Germantown, regulates the various aspects of noise within the Village including outdoor entertainment; and

WHEREAS, the Village Board wishes to authorize certain outdoor entertainment uses to have extended hours of operation; and

WHEREAS, the regulation of noise associated with outdoor entertainment within the Village promotes the health, safety and welfare of the Community;

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

SECTION I:

Section 9.07(2)(b) of the Municipal Code of the Village of Germantown is hereby amended to read as follows (Note: Added text is underlined, deleted text is ~~struck through~~):

9.07(2)(b) Radios, Phonographs, Similar Devices. Except for Village celebrations authorized and regulated by the Village Board, and except for those uses which have obtained a late-night outdoor entertainment conditional use permit pursuant under the Zoning Code, the using, operating or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in a loud and unnecessary manner. The operation of any set, instrument, phonograph, machine or device between the hours of 10:00 p.m. and 6:00 a.m. in a manner as to be plainly audible at the property line of the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this section.

SECTION II:

Section 17.42(10) of the Municipal Code of the Village of Germantown is hereby created to read as follows:

(10) LATE-NIGHT OUTDOOR ENTERTAINMENT. Any restaurant within a B-1, B-2, B-3, B-4, B-5 or HIA Highway Interchange Area Overlay zoning district may apply for a late-night outdoor entertainment conditional use permit under the provisions of this section. A late-night outdoor entertainment conditional use permit shall authorize the restaurant to conduct outdoor activities between 10:00 pm and midnight notwithstanding any other provision of the Municipal Code subject to the following:

- (a) The property shall be located a minimum of 200 feet from any residential zoning district;
- (b) The restaurant shall have been in business continuously for not less than 3 months at the time of application; and
- (c) The restaurant shall, at the time of application and annually thereafter submit to the Village documentation showing that more than 50% of the restaurant's gross sales are from the sale of food together with a signed statement from a certified public account who has reviewed the data and certifies that it is correct.
- (d) No music shall be allowed after 10:00 pm.
- (e) Any other condition that may be placed upon the permit by the Village Board to ensure compatibility and harmony with surrounding uses.
- (f) Nothing herein shall prohibit the Village from enforcing its code provisions related to those noises which are excessively or unnecessary loud, disorderly, or which otherwise create a nuisance.

SECTION III:

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

SECTION IV:

All ordinances or parts of ordinances contravening the terms of this ordinance are hereby to that extent repealed.

SECTION V:

This ordinance shall take effect and be in full force upon its passage and the day after publication.

Introduced by Trustee:

Adopted:

Vote: Ayes:

Nays:

Absent:

Dean Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk

Approved as to form:

Brian C. Sajdak, Village Attorney

Posted:



X C.

Business of the Village Board of Trustee's

Germantown, WI

Fire Department

Meeting Date: January 16, 2017

Agenda item: New Business

Item Title: Pay for Lucas 3 CPR Device

Submitted By: Gary L. Weiss, Fire Chief

Summary Explanation:

J.W. Speaker Corp. presented to the Fire Department a donation of \$15,794.85 for the purpose of purchasing a Lucas 3 CPR Device. The Fire Department has received this device. This donation has been accepted and turned over to the Village Finance Department.

I am requesting the Village Board approve payment forth Lucas 3 Device our of account 10-55-520-8100

Attachment: Ordinance_____ Resolution_____ Other_____

Requested Action: Approve payment



Product Billing

Page: 1

Physio-Control, Inc.

11811 Willows Road NE
Post Office Box 97006
Redmond, WA 98073-9706 USA
Telephone: 425-867-4000
Fax: 425-881-2405
F.E.I.N. 91-0697691

Mail payments via US Mail to this address only
12100 Collections Center Drive
Chicago, IL 60693
Please reference Invoice Number on your check.
For Inquiries, Call toll free 1-800-426-8047

INVOICE

116173561

12/28/16

BILL TO ACCOUNT: 14498001

SHIP TO ACCOUNT: 14498004

Sold To: 14498001

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON RD
GERMANTOWN, WI 53022
UNITED STATES

GERMANTOWN FD
N115 W18752 EDISON DR
GERMANTOWN, WI 53022
UNITED STATES

Please return top portion with payment.

DATE SHIPPED	PURCHASE ORDER NUMBER	SALES/SERVICE REPRESENTATIVE		TAXABLE		EXEMPT			
12/28/16	GARY WEISS	CWCCP1	WEMM53	liyabj1					
CARRIER	CARRIER TRACKING NUMBER	SALES ORDER	PAYMENT TERMS						
GRD-NC	627097427632	S3737020-00	Net 30 Days						
LINE	CATALOG NUMBER	DESCRIPTION	QTY ORD	U/M	QTY SHP	QTY B/O	UNIT PRICE	EXT TOTAL	T/E
2	11576-000080	LUCAS BATTERY, DARK GRAY	1	EA	1	0	712.00	581.00	T
							Discount	131.00-	
S/N: 341606-00309		Expires: 06/28/17							
Contact: GARY WEISS, CHIEF									
Phone: 262.502.4701									
Sub Total							581.00		
Q:00062854.1 NASPO									
RECEIVED JAN - 4 2017 OFFICE OF THE FINANCE DEPT. VILLAGE OF GERMANTOWN									
									581.00

Site: 15

*** ORIGINAL ***



ACCEPTED

NOTE: TERMS CONTAINED ON THE REVERSE SIDE OF THIS DOCUMENT ARE EXPRESSLY MADE A PART OF THIS SALES AGREEMENT AND ARE INCORPORATED HEREIN.



Product Billing

Physio-Control, Inc.
11811 Willows Road NE
Post Office Box 97006
Redmond, WA 98073-9706 USA
Telephone: 425-867-4000
Fax: 425-881-2405
F.E.I.N. 91-0697691

Mail payments via US Mail to this address only
12100 Collections Center Drive
Chicago, IL 60693
Please reference Invoice Number on your check.
For Inquiries, Call toll free 1-800-426-8047

INVOICE

116172522

12/21/16

BILL TO ACCOUNT: 14498001

SHIP TO ACCOUNT: 14498004

Sold To: 14498001

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON RD
GERMANTOWN, WI 53022
UNITED STATES

GERMANTOWN FD
N115 W18752 EDISON DR
GERMANTOWN, WI 53022
UNITED STATES

Please return top portion with payment.

DATE SHIPPED 12/21/16		PURCHASE ORDER NUMBER GARY WEISS		SALES/SERVICE REPRESENTATIVE CWCCP1 WEMM53 liyabjl		T= TAXABLE E= EXEMPT			
CARRIER GRD-NC		CARRIER TRACKING NUMBER 887229670456691		SALES ORDER S3737020-00		PAYMENT TERMS Net 30 Days			
LINE	CATALOG NUMBER	DESCRIPTION	QTY ORD	U/M	QTY SHP	QTY B/O	UNIT PRICE	EXT TOTAL	T/E
1	99576-000043	LUCAS 3, 3.0, IN SHIPPING BOX, EN S/N: 35160759	1	EA	1	0	15950.00 Discount 2073.00-	13877.00	T
3	11576-000071	LUCAS 2 POWER SUPPLY WITH CORD, REDEL, CANADA	1	EA	1	0	358.80 Discount 80.80-	278.00	T
4	11576-000060	LUCAS 2 BATTERY CHARGER, MAINS PLUG, US-CAN-JA L/C: 3216-A508	1	EA	1	0	1128.40 Discount 207.35-	921.05	T
5	11576-000046	LUCAS 2 SUCTION CUP, DISPOSABLE 3-PACK Contact: GARY WEISS, CHIEF Phone: 262.502.4701	1	PK	1	0	134.60 Discount 19.80-	114.80	T
							Sub Total	15190.85	

Q:00062854.1
NASPO

VENDOR # 16353
ACCT. # _____
DISC. \$ _____
APPROVAL _____



15190.85

Site: 15

* * * ORIGINAL * * *



ACCEPTED

X D.



Business of the Village Board of Trustee's

Germantown, WI

Fire Department

Meeting Date: January 16, 2017

Agenda item: New Business

Item Title: Discussion/Action of Replacing the Deputy Chief's Vehicle

Submitted By: Gary L. Weiss, Fire Chief

Summary Explanation: The Deputy Chief's vehicle (2004 Crown Victoria with 160,000+ miles) was involved in a traffic accident (not Chief Delain's fault), the vehicle is considered totaled by our insurance carrier.

The overall plan was to wait until the new Police Squad's came in and for Chief Delain to get one of the old Caprice's to replace the Crown Victoria. Recently one of the Caprice's developed engine issues and needs a new engine and radiator. The PD is not repairing this vehicle as the new Squads will be ordered soon.

EMC Insurance has offered \$23,000 for 2004 Crown Victoria that was in the accident. I would like to use some of the insurance money to set PD Squad 20 up for Chief Delain.

We received 2 quotes for a new motor and radiator the lower quote was from Holz motors (approx. \$500 less)

Holz Motor- \$6,532.88

Installation of Motor/Radiator- \$2,893.41

Paint: \$4,102.32



Lighting and associated work: \$3,254.00 (This include removing the Police Department equipment like the on-board camera, cage, and computer. Change the emergency lights from blue to red and purchasing the Police Department a new Light Bar.

Computer Stet Up- \$4,426.00

TOTAL COST: \$17,954.61

The Village mechanics have advised me that with a new notes this vehicle will last another 7-10 years.

Attachment: Ordinance_____ Resolution_____ Other X

Quotes

Requested Action: Approval

X E.

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

MEETING DATE: January 16, 2017
AGENDA ITEM: New Business
ITEM TITLE: Development Agreement- Presbyterian Homes
SUBMITTED BY: Lawrence Ratayczak, P.E.- Director of Public Works

SUMMARY EXPLANATION:

Presbyterian Homes has been approved to construct their proposed development located on the north side of Mequon Road just west of Division Road. The Development Agreement is presented tonight for review, discussion and possible action. The Development Agreement covers the construction of water main, sanitary sewer and storm water infrastructure within public right-of-way and in a utility easement. Noting that the proposed development has two structures that will be constructed 1-2 years apart the Developers Agreement covers both buildings. The public water main and sanitary sewer are to be constructed in Phase 1 which is planned for construction in 2017.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER XX _____

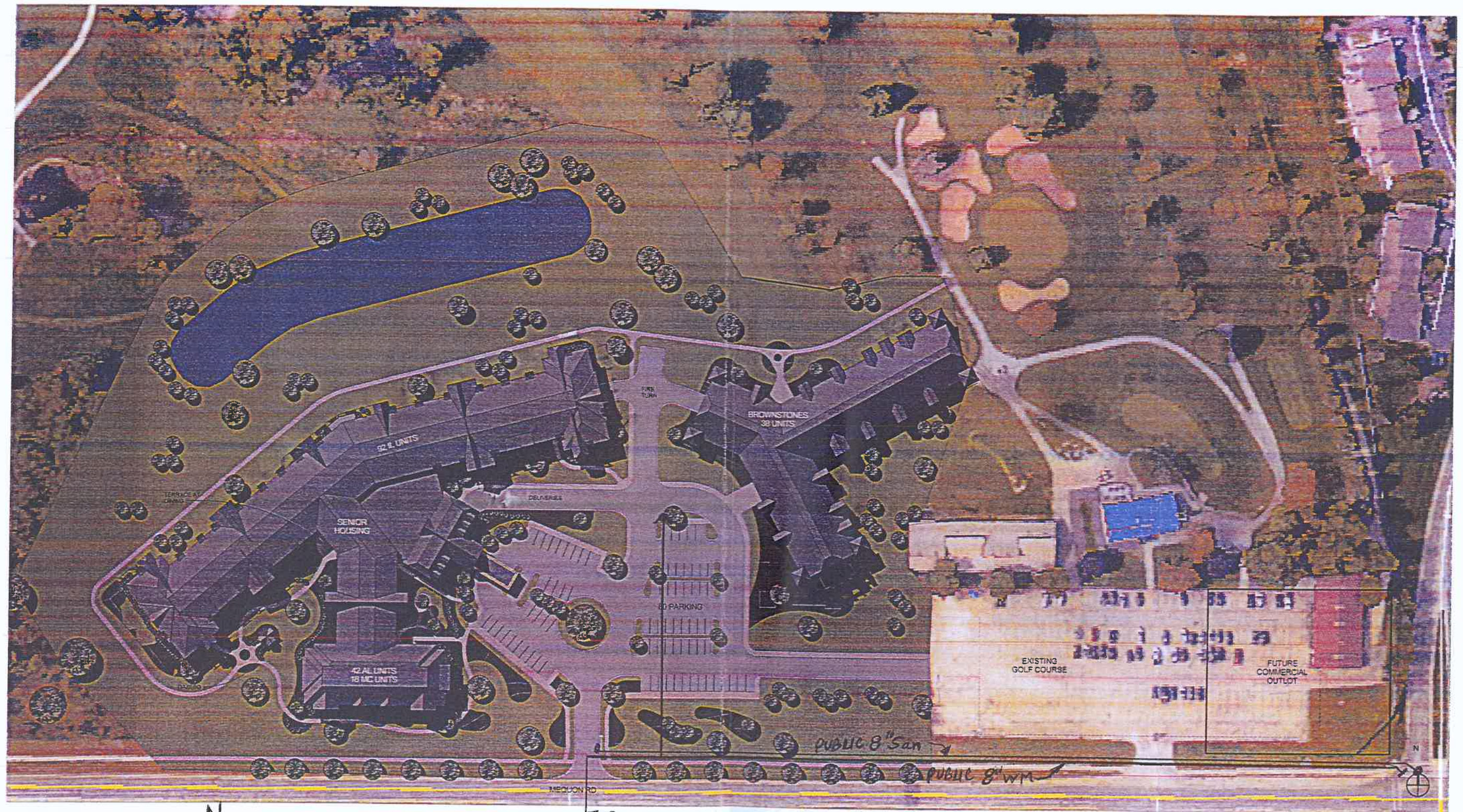
___Map indicating location of proposed water main & sanitary sewer

RECOMMENDATION:

Staff is recommending the Village Board approve the Development Agreement for Presbyterian Homes, as approved by the Public Works and Highway Committee.

COMMITTEE ACTION:

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



8" WM CROSSING MEQUON RD
 Connecting to existing WM on Stonewood Dr.
 (FAIRWAY KNOLL)
 Presbyterian Homes Senior Housing

**PRESBYTERIAN HOMES
DEVELOPMENT AGREEMENT**

THIS AGREEMENT is entered into by and between the Village of Germantown, a Municipal Corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village", and Presbyterian Homes Wisconsin, Inc., hereinafter referred to as "Developer".

WHEREAS, the Village has heretofore approved a Division of Lots 2 and 3 in Certified Survey Map No. 6177, being a part of the NE ¼, SE ¼, NW ¼ & SW ¼ of the NE ¼ and the NE ¼, SE ¼, NW ¼ & SW ¼ of the SE ¼ of Section 21 and part of the NW ¼ and SW ¼ of the NW ¼ of Section 22, all being in Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, and as described in the attached Exhibit "C";

WHEREAS, Developer has submitted for approval by the Village a Phased development plan for a proposed Assisted Living Facility (total of 152 units/92 IL; 42 AL; 18MC); Phase 1 and a proposed 38-unit Non-Assisted Senior Living building (Brownstones) Phase 2; to be located in the Village of Germantown on Land described in the Assessors Plat which is more particularly described in Exhibit "C" attached hereto (the "Property") which Developer proposes to complete as described in the plans submitted to the Village, and as ultimately approved by it; and

WHEREAS, the Village may require that Developer make and install any public improvements reasonably necessary and/or that Developer execute a certified check or irrevocable letter of credit to ensure that those improvements will be made within a reasonable time; and further that the acceptance of dedication of these improvements may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, it will be necessary that Developer construct and install water distribution facility partly in public right of way and partly in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted, and that the Developer furnish an appropriate financial guarantee; and

WHEREAS, it will be necessary that the Developer construct and install sanitary collection system partly in public right of way and partly in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted, and that the developer furnish an appropriate financial guarantee; and

WHEREAS, The Village seeks to protect the health, safety and general welfare of the Village as a whole and, in particular, property owners who abut the site or are potentially affected by the project through application of the Municipal Code and rules and regulations of governmental agencies with jurisdiction.

NOW, THEREFORE, in consideration of these recitals, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I - REQUIRED IMPROVEMENTS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements required by Sec.18.08 of the Municipal Code in accordance with the provisions of that section and as directed by the Village Engineer or Village Board. It is the intent of this Agreement that all public improvements shall be installed by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

1.02 WATER SUPPLY FACILITIES. Developer shall extend public water main within a utilities easement and Public R-O-W along the north side of Mequon Road from Division Road to Stonewood Drive (extended) and from this point southerly crossing Mequon Road to a point on Stonewood Drive connecting to an existing water main. Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all water supply facilities before authorization for construction will be given, in accordance with Sec.18.08(8) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All water utility improvements that are to be transferred to the Village Water Utility Department shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Water main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

1.03 SANITARY SEWERAGE SYSTEMS. Developer shall extend public sanitary sewer within a utilities easement and Public R-O-W along the north side of Mequon Road from Division Road to approximately proposed manhole #6. Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all sanitary sewerage systems facilities before authorization for construction will be given, in accordance with Sec.18.08(8) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building

Inspector to require document revisions and modifications in the best interests of the Village. All sanitary sewerage system improvements that are to be transferred to the Village Waste Water Utility shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

1.04 GRADING, STREET SURFACING AND IMPROVEMENTS TO STREET ABUTTING DEVELOPMENT. Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all grading, street surfacing and improvements to streets abutting development before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(2), 18.08(3), 18.08(5) and 18.08(15) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 "Grading and Erosion Control Requirements" and Sec. 8.0 "Roadway Requirements". All such documents shall be prepared in accordance with state and local standards by a professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interest of the Village.

Final yard grades, building elevations and contours shall conform to a 0.25-foot tolerance as compared to the grading plan pursuant to Sec. 14.076 of the municipal Code. Developer shall not export topsoil without permission from the Public Works & Highway Committee pursuant to Sec. 17.441 of the Municipal Code

Work-in-right-of-way permits shall be applied for by the Developer and secured from the Village Engineering Department. All grading, street surfacing and improvements to streets abutting development (public and private) shall be inspected by the Village Engineering Department and Highway Department personnel prior to acceptance by the Public Works & Highway Committee.

1.05 OTHER UTILITIES. Developer shall be responsible for and cause electrical power, telephone, cable and natural gas facilities to be installed in such manner as to make proper and adequate service available to each occupied building in the Development. All such services shall be located underground in accordance with applicable codes. Design and installation shall conform to Sec. 18.08 (11) of the Municipal Code. Public utility and/or work-in-right-of-way permits shall be applied for by the Developer and secured from the Village Engineering Department. Private utility permits shall be applied for and secured from the Village Building Inspection Department

1.06 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may require or direct pursuant to Sec.17.44 of the Municipal Code, and, in addition, shall undertake the following measures to insure sediment control:

- (1) Submit an Erosion Control Plan for approval by the Village Engineer.
- (2) Developer is required to obtain an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for the entire project and until the vegetation has sufficient growth to control the run-off as shall be determined by the Village engineering staff. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be determined by the Village's engineering staff.
- (3) Developer shall promptly undertake topsoiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales in accordance with the approved Master Grading and Erosion Control Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.
- (4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, sediment tracking must adhere to the sediment and erosion control plan. Violations of tracking practices shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper as deemed necessary by the Village Building Inspector or Engineer. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such street sweeping services rendered, and Developer shall remit payment within 30 days of receipt of such invoice(s). If not so promptly paid, the Village may charge Developer's escrow account or draw on Developer's letter of credit established pursuant to Section 6.01 of this Agreement, to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with required erosion control measures or be considered a substitute or replacement for such measures.

- (5) Developer shall remove and dispose of all erosion and sediment control devices after 85% successful vegetative cover has been achieved to the satisfaction of the Village Engineer.

1.06 POST-CONSTRUCTION STORM WATER MANAGEMENT AND STORMWATER DRAINAGE FACILITIES. Developer shall design and submit to the Village Engineer for approval storm water drainage and retention and detention facilities adequate to accommodate expected surface water flow within and through the Development before authorization for construction will be issued. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Milwaukee Metropolitan Sewerage District Ch. 13 Rule, Ch. 27 and Sec. 18.08(10) of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 7.0 "Storm Water Management Requirements" and Sec. 4.0 "Storm Water Conveyance System Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village.

All retention and detention facilities shall have aeration equipment, installed and operational prior to issuance of occupancy permits, with specifications approved by the Director of Public Works. Storm water facilities shall be designed in such a manner as to be aligned within the public rights of way or in a public easement within a separate unobstructed 25-foot wide corridor, or if with sanitary sewer and water utilities, to be aligned within a total unobstructed minimum 40-foot wide corridor, with a 10-foot separation between each of the utilities.

Work-in-right-of-way permits shall be applied for by the Developer and secured from the Village Engineering Department. Wisconsin Department of Natural Resources and Milwaukee Metropolitan Sewerage District storm water management forms shall be prepared by the Developer and provided to the Village Engineer.

Developer shall prepare, submit to the Village Engineer for review and record with the Washington Co. Register of Deeds a Declaration of Covenant for Storm Water Management Facility Maintenance before applying for an occupancy permit. Developer shall prepare and submit to the Village Engineer a Storm Water Management Facility Compliance Report and an Engineering/Construction Certification letter before applying for an occupancy permit.

- (1) The Developer shall be responsible for the perpetual maintenance of all storm water drainage and detention and retention facilities.

1.07 LANDSCAPING. Developer shall design and submit to the Village Zoning Administrator for approval all proposed plans, specifications and contract documents for all landscaping before authorization for construction will be given. Design and installation shall conform to Sec. 17.085 and 17.43(5) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Landscape Architect registered in the State of Wisconsin and submitted stamped and signed for review by the Village Zoning Administrator and by all applicable governmental agencies. Implicit in this provision is the right of the Village Zoning Administrator and Building Inspector to require document revisions and modifications in the best interests of the Village. Developer shall complete all landscaping as accepted by the Village in the site plan approval issued July 11, 2016. Developer shall warranty all street and other landscaping installed within the Mequon Road ROW for a period of three (3) years to ensure viability and growth. Developer shall be responsible for maintaining and replacing any dead or dying trees in the Mequon Road ROW within the three (3) year warranty period. Landscaping shall be accepted by the Village of Germantown prior to issuance of an Occupancy Permit.

A minimum of 4" of topsoil (i.e. after settlement) free of deleterious materials shall cover all areas of the site not covered by impervious roofs and/or pavements.

1.08 STREET SIGNS AND MARKINGS. Developer shall install all required street signs and markings at Developer expense.

1.09 SIDEWALKS AND PATHWAYS. The Developer shall install Pathways in accordance with Section 18.08(6) of the Municipal; Code, the approved Site Plan, and designed and constructed of concrete or asphalt within the development.

1.10 STREET LIGHTS. (1) The Developer shall be required to provide street lights in accordance with Section 18.08(12) of the Municipal Code. Said street lights shall be of an approved design and furnished and installed by Developer within the Development and all actual costs for the furnishing and installation of such street lights shall be borne by the Developer.

(2) On site lighting requirements shall be in compliance with the approved lighting plan. Electric Yard lights in the Development shall be required as provided in Section 18.08(12) of the Municipal Code. Such lights shall be of uniform design throughout the Development to meet industry standards for minimum illumination levels and they shall be installed as part of the original building construction. Provisions for maintenance of the electric yard lights shall be by the Developer.

(3) Relocation of an existing Public Street light located in the median of Mequon Road at the intersection with Stonewood Drive. Relocation of street light for modification of the existing median for a turn lane shall be completed as depicted on the plans submitted to the Village of Germantown.

ARTICLE II - CONSTRUCTION

2.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements and provide all plans, specifications and other documents in accordance with Sec.18.09 of the Municipal Code or as required by the Village Engineer pursuant to Sec.18.09. Developer understands and acknowledges that the Municipal Code may be and is subject to revision from time to time, and that such revisions may impose altered or additional obligations on individual and entities creating subdivisions and other developments in the Village, including Developer. Developer hereby agrees that with respect to any such revision which shall be approved by the Village prior to issuance of permits for all public improvements provided for herein, or as mutually agreed upon between Developer and the Village after the commencement of work, Developer shall incorporate any such revision into Developer's plans, specifications and work.

Developer shall provide a schedule of construction setting forth approximate dates of commencement and completion of each phase of the construction. Developer agrees that no work shall be scheduled for the improvements without the Village Engineers written approval of the starting date and schedule.

A pre-construction meeting shall be scheduled between Developer, the Contractors and the Village prior to commencement of any construction on the improvements. Developer shall, prior to such meeting, notify all utilities of the planned construction and the date and location of the pre-construction meeting.

2.02 BUILDING AND OCCUPANCY PERMITS. No occupancy permits shall be issued until the water main, sanitary sewer, storm sewer improvements and landscaping improvements are installed, inspected by the Village Utilities/Building Inspection and approved by the Village Engineer, all record-drawings are filed with the Village and approved by the Village Engineer in accordance with 2.05 below, and all other improvements required by this Agreement, are installed and accepted by the Public Works Committee.

2.03 REQUIRED PLANS. Developer shall submit to the Village Engineer for approval all of the plans, profiles and specifications required by Sec.18.09 (3) of the Municipal Code. Required plans for improvements shall include the following:

- (1) Master site grading and sidewalk plan
- (2) Water main record-drawings
- (3) Erosion and sedimentation controls
- (4) Water main extensions
- (5) Sanitary Sewer Record Drawings
- (6) Sanitary Sewer extensions
- (7) Landscaping

In addition, Developer shall submit to the Village Engineer for approval all specifications before authorization for construction will be given. Implicit in this provision is the right of the Village Engineer to require document revisions and modifications in the best interests of the Village.

2.04 EXISTING FLORA. Developer shall, in accordance with Sec.18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, building foundation sites, private driveways and parking areas, soil absorption waste and disposal areas, paths and trails, except as necessary for implementation of the Development Plan. Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

2.05 RECORD-DRAWING DOCUMENTS. Developer shall, not later than sixty (60) days following Final Acceptance of the improvements, provide the Village with record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, double matte mylar (4 mil minimum thickness) of the water main, sanitary sewer, pond outlet structure and emergency overflow area. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all improvements. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27)). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of the Village Engineering Department.

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the improvements will not be accepted by the Village until (i) all outstanding charges to be paid by Developer under the Ordinances have been paid in full, (ii) affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the Village) encumber the improvements. Any water main installation shall not be accepted until a bacteriologically safe sample and satisfactory pressure test results are obtained. Developer or his Contractor will flush the main and obtain the samples required for this testing under the supervision of the Village Inspector. Upon completion of the water mains and service laterals and acceptance of the system by the Village Public Works Committee, ownership and control shall be turned over without reservation to the Village.

Developer shall request in writing to the Village Engineer, acceptance of the public improvements. The Village Engineer will order an inspection of the improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer for completion prior to acceptance. Upon completion of corrective action, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee. Upon satisfaction of the conditions set forth in this Agreement, and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). The acceptance of the public improvements by the Public Works Committee shall commence running of the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

ARTICLE IV - PAYMENT OF FEES

4.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec.18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the Village. Nothing in this provision, or in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village of Germantown.

Exception will be that the Fee's for the proposed future non-assisted senior living building (Brownstones) will be due upon plan submittal for that building. Rates for fees will be current rates at time of submittal for building permit (Exhibit A-1)

4.02 IMPACT FEES. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer tax impact fees/Residential Unit that have been determined in accordance with Sec.3.14 of the Municipal Code. These fees include:

(1) Water:	\$ 832.00/REC
(2) Fire Protection:	\$ 218.00/REC
(3) Police Protection Facilities:	\$ 148.00/REC
(4) Park & Recreation:	\$ 736.00/REC
(4) Library Facilities:	\$ 281.00/REC
(5) Sanitary Sewer Connection:	\$3,932.00/REC

REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. These fees are payable at the time of Building Permit issuance.

Future building (Brownstones Bldg) Impact Fees to be deferred until such time that building permit application is submitted. Impact Fee's to be based on current REC value at time of building permit application. Estimated 2018.

4.03 IMPROVEMENT REVIEW FEE. Developer shall pay a fee based on the cost of required development improvements for all phases of the project to cover the cost of the Village for checking and reviewing plan and specification documents. Such improvement review fee shall be as provided by Sec.18.10 (3) of the Municipal Code. The fee shall be calculated as follows:

2.25% of the first \$250,000 of construction costs
1.75% of the next \$250,000 of construction costs, and
1.25% of construction costs which exceed \$500,000

If a Developer's Agreement is required for this project, the Engineering Department shall charge a minimum fee of \$5,000 for a fee as per Section 18.10(3) of the Municipal Code.

4.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sec. 18.10(7) and (8) of the Municipal Code, Developer shall be responsible for all professional (technical and legal) fees incurred by the Village in connection with this Development. The Village shall be reimbursed for engineering services, whether provided by a staff engineer or technician or designated employee or by a consultant, and shall also be reimbursed for services rendered by the Village Attorney. Additionally, Developer shall reimburse the Village costs for inspection and related services provided by the Village or by a consultant, on the basis of all such services rendered as deemed necessary by the Village Engineer.

4.05 DATA CONVERSION FEE. In accordance with Section 18.10(13) of the Municipal Code, Developer shall be responsible for all fees associated with the upload of Geographic Information System data incurred by the Village in connection with this project.

4.06 PREPAYMENT OF CERTAIN FEES. Developer shall pay the fees specified in Paragraphs 4.02 through 4.05, as itemized in Exhibit A, for each phase of the building prior to the issuance of a building permit for said phase of the building Property.

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer has been authorized two (2) sewer connection for this Development, subject to the provisions of Sec. 5.02 of this Agreement.

5.02 SEWER CAPACITY. It is understood by and between the parties that the Village, by entering into this Agreement, makes no representations or guarantees with respect to sewer capacity for the Development contemplated by this Agreement. It is understood by Developer that other governmental authorities having jurisdiction may impose limitations or restrictions upon the Village's decision to authorize the sewer connections referred to in Sec. 5.01 of this Agreement.

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the Property. Approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as required on approved plans, will not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high water mark of a navigable waterway or 25 feet from a wetland. A note regarding this restriction shall be placed on the Final Plat. 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.

5.04 PHASES. Developer has represented that it will construct the public improvements for this project in one phase. All public improvement work associated with the Development shall be completed within one year following the date of issuance of permits for such work by the Village and in association with construction of phase one.

5.05 GARBAGE COLLECTION. In accordance with Sec. 11.08 of the Municipal Code, the Village is not responsible for garbage, refuse and recyclables collection from the Development. The Developer, its successor and assigns shall be responsible to contract for private garbage, refuse and recyclables collection.

5.06 ROADWAY MAINTENANCE. The Developer, its successors and assigns shall be responsible to provide or contract for all maintenance and repair services, including snow and ice removal, for all roadways within the Development.

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer shall deposit with the Village a certified check or provide an irrevocable letter of credit which shall assure the faithful performance of Developer's obligations under this Agreement as itemized in Exhibit "A" / Exhibit "A-1" attached hereto and incorporated herein by reference. The Village may in its sole discretion following Developer's request and acceptance by the Village Public Works Committee of some but not all of the improvements constructed as part of this Agreement, reduce the deposit or letter of credit to the amount estimated by the Village Engineer (in a manner consistent with the Ordinances) to be necessary to secure performance by Developer hereunder. In no event shall the amount of the guaranty be reduced below the aggregate total estimated cost of the improvements not yet installed or accepted, plus fifteen percent (15%). The Village is hereby authorized to contact directly Developer's financial agent from time to time regarding the sufficiency of the financial guaranty. The termination date of the Letter of Credit, following acceptance by the Village shall be no earlier than one year following the date of issuance of permits for public improvement work by the Village. If the public improvements to be undertaken by Developer under this Agreement are not complete within one year following the issuance of permits for such work, for any reason including force majeure under Section 8.03 below and without regard to the fault of Developer, then Developer's obligation to provide a letter of credit shall be extended through the completion of the work and its inspection and acceptance of dedication by the Village. After construction and total completion of the project and acceptance of the project by the Village Public Works Committee, the surety will be reduced to 10% of the actual cost of construction for a period of one (1) year (the guaranty period). In the event the original surety would, by its terms, expire prior to the end of the one year guaranty period, or if the guaranty period is extended due to repairs of defects as provided in Sec 7.01, a new surety shall be issued to cover the remaining guaranty period for the 10% of actual original construction costs.

6.02 FORM. The form of the letter of credit shall be approved by the Village Attorney prior to acceptance of the letter of credit by the Village as satisfying Developer's obligation as provided in Section 6.01 above. The letter of credit shall provide that it may be drawn upon only by the Village to guaranty to the Village the performance by Developer of all obligations under this Agreement. The letter of credit shall be from a local lending institution, in the form of an irrevocable standby letter of credit and auto renewable.

6.03 LIABILITY NOT RELEASED. All deposits or Letters of Credit given hereunder are security devices only which in no manner limit the liability of Developer to the Village, however arising and regardless of the amount.

6.04 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village by this financial guaranty, the Village reserves the right without notice or hearing to impose special assessments or charges for any amounts to which it is specifically entitled by virtue of this Agreement for improvements specifically provided for herein upon the property described in Exhibit "C" attached hereto. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. This provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

6.05 REMEDIES. At the option of the Village, a material breach of this Agreement shall result in the Village having the right to revoke any and all occupancy or use permits, or to rescind any zoning granted in consideration of the proposed project. Compliance with this contract shall be deemed a condition of any such zoning, which shall revert to the original zoning classification upon action of the Village Board under authority of this provision. As an alternative thereto, and at the option of the Village the Village may impose a liquidated damage penalty in the amount of \$500.00 per diem as until such time as there shall be compliance. In addition, the Village shall have the right to remedy such breach at its expense and assess the cost thereof against the subject property. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

7.01 GUARANTEE OF IMPROVEMENTS. Developer shall guarantee all dedicated improvements against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as provided in Article III of this Agreement. Developer shall repair or replace any such improvements as required by the Village Engineer to eliminate such defects and shall pay for all damages to Village property resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

7.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the carelessness, negligence or neglect of Developer, its agents, contractors or employees. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to defend the same has been given to Developer within ten (10) days after its commencement, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village.

7.03 CONTRACTOR INSURANCE. Contractors engaged by Developer to perform the work required by this Agreement within public rights-of-way shall, prior to commencing such work, submit to the Village proof of the following:

- (1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.
- (2) Personal and public liability insurance having limits of not less than \$1,000,000.00.
- (3) Property damage insurance having limits of not less than \$500,000.00.
- (4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION: Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to the presence of toxic or hazardous material or substances present or suspected to be present in or on the real property dedicated or conveyed to the Village, pursuant to, or in connection with the platting/subdivision of Developer's Property or this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

Upon the Village becoming aware of the occurrences of any event or the existence of any state of facts in respect of which the Village has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

- (a) the Village shall provide Developer notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;
- (b) subject to paragraphs (c) through (f) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;
- (c) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (d) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (e) Developer shall lose its right to defend, negotiate and settle any Claim if, in the reasonable judgment of the Village, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim: (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within twenty (20) days of receipt of written notice from the Village;
- (f) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The work required by this Agreement for Phase 1 shall be completed by Developer not later than one (1) year after acceptance of this Agreement by the Village Board. *Phase 2 has an estimated start date in 2018.*

8.02 DEFAULT. In the event Developer does not complete installation of the public improvements required by this Agreement within thirty (30) days after the Village has served notice of default upon Developer, the Village may complete the same and take title thereto. The costs of doing such work shall be collected as provided in Article VI of this Agreement.

8.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

8.04 SUNSET CLAUSE. The conditions of this Agreement shall terminate five (5) years after Village Board approval unless construction has begun or amended in writing by both parties.

ARTICLE IX - GENERAL PROVISIONS

9.01 PLATTING REGULATIONS. All provisions of the Village's subdivision and platting code as set forth in Chapter 18 of the Municipal Code of the Village which are not inconsistent with or in conflict with any of the provisions of this Agreement are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein. This Agreement shall be performed and carried out in strict compliance with and subject to the provisions of Chapter 18.

9.02 APPROVAL TERMS. The approvals granted by the Village for the Saxony Village project are conditioned upon the fact that the Saxony Village use is not tax-exempt and shall be subject to general property taxation. No tax-exempt use is authorized by the aforesaid approvals.

9.03 AGREEMENT FOR BENEFIT OF PURCHASER. Developer agrees that in addition to the Village's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any dwelling unit, building, lot or parcel of land within the Development.

9.04 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village.

9.05 AMENDMENTS. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement.

9.06 OWNERSHIP. Developer certifies and warrants to the Village that all of the owners of the real estate within said Development and all of the land contract vendors and/or mortgagees having interest in said real estate are as follows: Presbyterian Homes, Inc.

9.07 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Presbyterian Homes, Inc. as a general partner of the same.

9.08 NO VESTED RIGHTS GRANTED. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this project shall inure to the Developer, its heirs, successors or assigns.

9.09 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

9.10 APPROVAL. No approval by the Village Engineer or the Village attorney or any other person acting on behalf of the Village shall be construed as a waiver of any of the requirements of the Ordinances, or any statute or regulation governing the improvements.

9.11 SEVERABILITY. If any part, term or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

ARTICLE X - NON-ASSIGNMENT

This Agreement which is binding upon Developer, Developer's agents, officers, employees, personal representatives, guardians and trustees shall not be assigned by Developer to any individual, firm, partnership or corporation without the express approval of the Village.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of _____, 2017 which shall be the effective date of this Agreement.

Presbyterian Homes Wisconsin

By: _____
Kent Tess-Mattner; Board Chair

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2017, the above-named, Kent Tess-Mattner Board Chair Presbyterian Homes Wisconsin, to me known to be the person who executed the foregoing instrument and to me known to be such Board Chair of said Corporation and acknowledged that he executed the foregoing instrument in such capacity.

By: _____

Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires:

"In Duplicate"

VILLAGE OF GERMANTOWN

By _____
Dean Wolter, Village President

By _____
Barbara Goeckner, Village Clerk

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2017, the above-named, Dean Wolter, Village President, and Barbara Goeckner, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority and pursuant to Resolution No. _____ adopted by its Village Board on the ____ day of _____, 2017.

By _____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires:

Approved as to form:

Brian C. Sajdak, Village Attorney

This instrument was drafted by: Lawrence W. Ratayczak, P.E., Director of Public Works

EXHIBIT A

EXHIBIT "A"

PRESBYTERIAN HOMES__MAIN BUILDING

SENIOR HOUSING DEVELOPMENT AGREEMENT

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT
Survey Monuments	1.02	\$350.00
Site & Street Grading	1.03 & 1.11	\$102,605.00
Gravel Base and Asphalt Pavement	1.03	\$93,600.00
Asphalt Surface Coarse	1.03	\$140,400.00
Curb & Gutter	1.04	\$144,305.00
Sidewalks / Walk Paths	1.05	\$233,778.00
Sanitary Sewer System	1.06	\$156,060.00
Water System	1.07	\$229,500.00
Other Sewer & Water Facilities	1.08	\$0.00
Underground Utilities	1.09	\$110,000.00
Street Lights	1.1	\$0.00
Street Signs	1.08	\$1,500.00
Erosion Control	1.11 & 2.04	\$35,912.00
Storm Water System & Drainage	1.12	\$495,720.00
Permanent Barricades	1.13	\$0.00
SUB-TOTAL		\$1,743,730.00
DATA Conversion Fee (record drawings)	4.03	\$500.00 *
Improvement Review Fee: Minimum Fee	4.03	\$5,000.00 *
Professional Fee (Attorney)	4.05	\$500.00 *
Inspection Fee (Estimate based on construction time)	4.05	\$40,000.00 *
SUB-TOTAL		\$46,000.00 *
RESIDENTIAL PORTION		
IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE		
Sanitary Sewer (92 REC @ \$3,932 / REC)	4.02	\$361,744.00 **
Water (92 REC @ \$832 / REC)	4.02	\$76,544.00 **
Fire (92 REC @ \$171.00 / REC)	4.02	\$15,732.00 **
Police (92 REC @ \$148.00 / REC)	4.02	\$13,616.00 **
Park & Rec (92 REC @ \$736.00/REC)	4.02	\$67,712.00 **
Library (92 REC @ \$281 / REC)	4.02	\$25,852.00 **
SUB-TOTAL-RESIDENTIAL PORTION		\$561,200.00 **
COMMERCIAL PORTION		
IMPACT & CONNECTION FEE'S TO BE PAID AT TE TIME OF BUILDING PERMIT ISSUANCE		
Sanitary Sewer (13.68 REC @ \$3,932 / REC)		\$53,789.76 **
Water (13.68 REC @ \$832 / REC)		\$11,381.76 **
Fire (\$0.63549/\$1000 bldg value)		\$8,579.12 **
Police (\$0.2809/\$1000 bldg value)		\$3,792.15 **
Park & Rec	NA	**
Library	NA	**
SUB-TOTAL-COMMERCIAL PORTION		\$77,542.79 **

TOTAL IMPACT & CONNECTION FEE'S	\$638,742.79 **
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TOTAL (Letter of Credit Amount)	\$2,428,472.79
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* Amount to be Paid at Time of Signing of Development Agreement	\$46,000.00
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** Amount to be Paid at Time of Building Permit Issuance	\$638,742.79
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NOTE: Wtr & Swr REC's based on (employee equivalent FT hr * 20 gal/emp.hr)/81,860 = # of REC's + # housing units=total REC

EXHIBIT "A"-1

PRESBYTERIAN HOMES__BROWNSTONES

SENIOR HOUSING DEVELOPMENT AGREEMENT

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT
Survey Monuments	1.02	
Site & Street Grading	1.03 & 1.11	
Gravel Base and Asphalt Pavement	1.03	
Asphalt Surface Coarse	1.03	
Curb & Gutter	1.04	
Sidewalks / Walk Paths	1.05	\$15,000.00
Sanitary Sewer System	1.06	
Water System	1.07	
Other Sewer & Water Facilities (LATERALS)	1.08	\$15,000.00
Underground Utilities	1.09	
Street Lights	1.1	
Street Signs	1.08	
Erosion Control	1.11 & 2.04	\$3,000.00
Storm Water System & Drainage	1.12	\$5,000.00
Permanent Barricades	1.13	
SUB-TOTAL		\$38,000.00
DATA Conversion Fee (record drawings)	4.03	\$500.00 *
Improvement Review Fee: Minimum Fee	4.03	\$5,000.00 *
Professional Fee (Attorney)	4.05	\$300.00 *
Inspection Fee (Estimate based on construction time)	4.05	\$10,000.00 *
SUB-TOTAL		\$15,800.00
IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE		
Sanitary Sewer (38 REC @ \$3,932 / REC)	4.02	\$149,416.00 **
Water (38 REC @ \$832 / REC)	4.02	\$31,616.00 **
Fire (38 REC @ \$171.00 / REC)	4.02	\$6,498.00 **
Police (38 REC @ \$148.00 / REC)	4.02	\$5,624.00 **
Park & Recreation (38 REC @ \$736.00 / REC)	4.02	\$27,968.00 **
Library (38 REC @ \$281.00 / REC)	4.02	\$10,678.00 **
SUB-TOTAL		\$231,800.00
TOTAL (Letter of Credit Amount)		\$285,600.00
* Amount to be Paid at Time of Signing of Development Agreement		\$15,800.00
** Amount to be Paid at Time of Building Permit Issuance		\$231,800.00

EXHIBIT B

LABOR RATES -- 2016

VILLAGE OF GERMANTOWN

Annual Hourly Rates

POSITION DESCRIPTION	2016
Director of Public Works	\$72.21
Village Engineer	\$60.83
Project Engineer	\$52.40
Engineer Tech III / Land Surveyor	\$45.97
Land Surveyor/Survey Crew w/Robot	\$133.66
Highway Superintendent	\$52.09
Zoning Administrator/Planner	\$59.18
Civil Engineer	\$38.79
Record Drawing Documentation Preparation	\$46.14
Construction Inspection	\$46.14
Highway Maintenance Worker II	\$43.70
Highway Operators (Traffic Signals)	\$50.74
Water Superintendent	\$52.09
Waste Water Superintendent	\$52.09
Utility Operator	\$44.83
Clerical	\$35.34

EQUIPMENT RATES -- 2016

VILLAGE OF GERMANTOWN

Annual Hourly Rates

EQUIPMENT DESCRIPTION	2015	2016
Cruz-Air	\$61.00	\$62.22
Case Backhoe & Loader	\$36.00	\$36.72
Michigan Loader	\$46.00	\$46.92
Case/John Deer Loader/Snow Plow	\$78.00	\$79.56
Case/John Deer Loader/Snow Blower	\$106.00	\$108.12
Shouldering Machine Self Propelled	\$67.00	\$41.00
Triaxle Dump Truck	\$44.00	\$44.88
Single Axle Dump Truck (5yd)	\$33.00	\$33.66
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	\$53.00	\$54.06
Tandem Axle Dump Truck	\$44.00	\$44.88
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	\$65.00	\$66.30
4 Wheel Oshkosh w/Plow/Wing/Sander	\$106.00	\$108.12
1-Ton Patrol Truck (2-3 yd)	\$25.00	\$25.50
1-Ton Truck w/Plow	\$31.00	\$31.62
Truck w/Water Jetter w/Aux. Power Unit	\$50.00	\$51.00
Aerial Lift Truck	\$62.00	\$63.24
Pickup Truck	\$19.50	\$19.89
Pickup Truck w/Plow	\$28.00	\$28.56
Self Propelled Vibrating Roller	\$38.00	\$38.76
Self Propelled Non-Vibratory Roller	\$35.00	\$35.70
185 cfm Air Compressor (Portable)	\$28.00	\$28.56
Street Sweeper 40 Hp w/Front Mounted Broom	\$37.00	\$37.74
Vacuum Sweeper	\$82.00	\$83.64
Vac All	\$86.00	\$87.72
Sewer line Televising Truck	\$116.00	\$118.32
Combination Sewer Machine	\$140.00	\$142.80
Skid Steer Loader w/Bucket	\$32.00	\$32.64
Skid Steer Loader w/Snow Blower/Broom	\$35.00	\$35.70
Tar Kettle	\$34.00	\$34.68
Motorized Mower (24" & Under)	\$13.25	\$13.52
Motorized Mower (25"-47")	\$18.50	\$18.87
Motorized Mower (48" & larger)	\$21.50	\$21.93
Tractor w/Sickle or Flail Mower	\$46.00	\$46.92

EXHIBIT C

CERTIFIED SURVEY MAP NO. _____

A division of Lots 2 and 3 in Certified Survey Map No. 6177, being a part of the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the NE 1/4 and the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the SE 1/4 of Section 21 and part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 22, all being in Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

● INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED

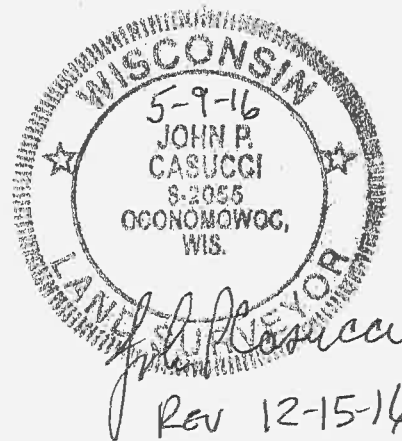
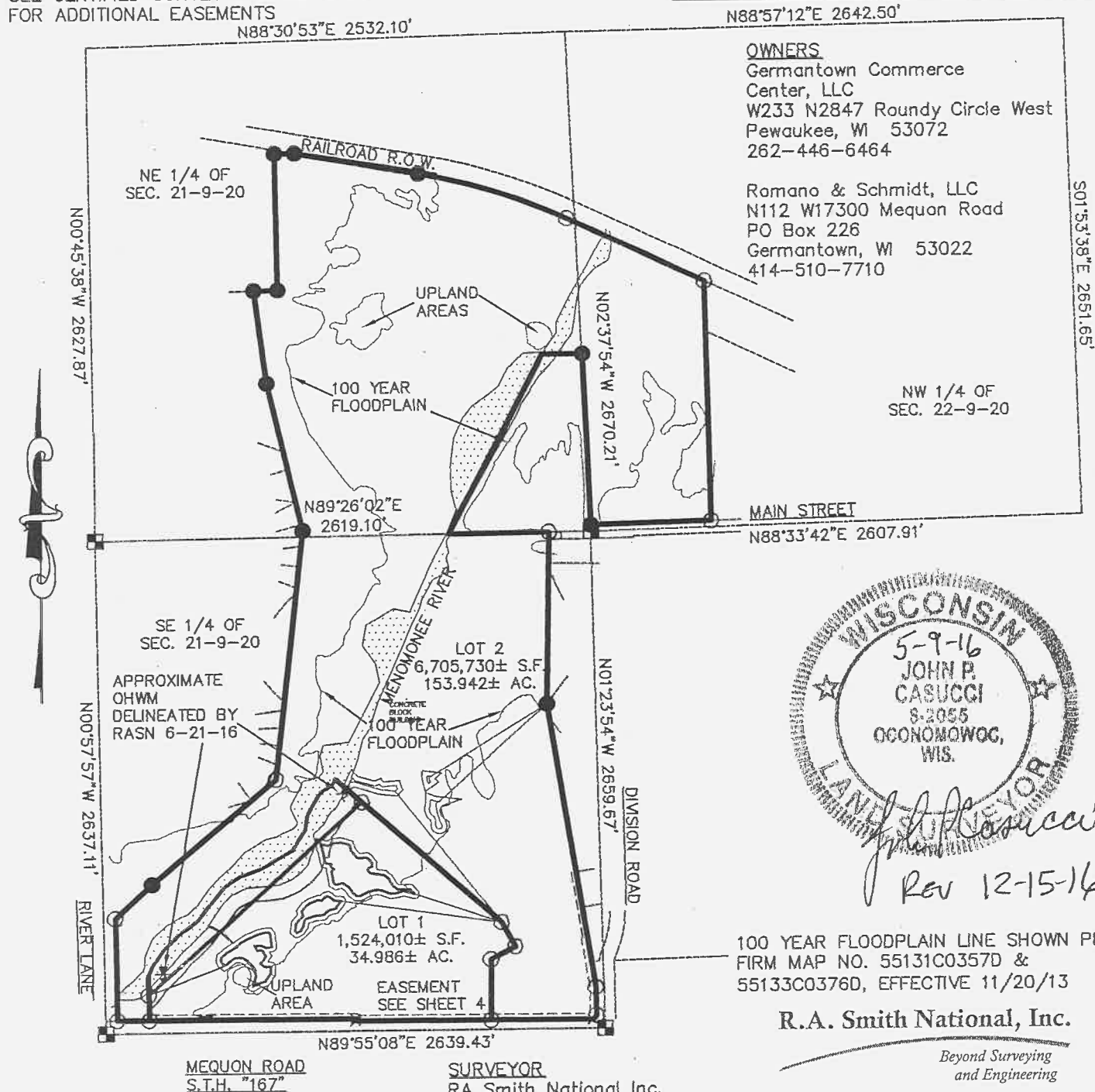
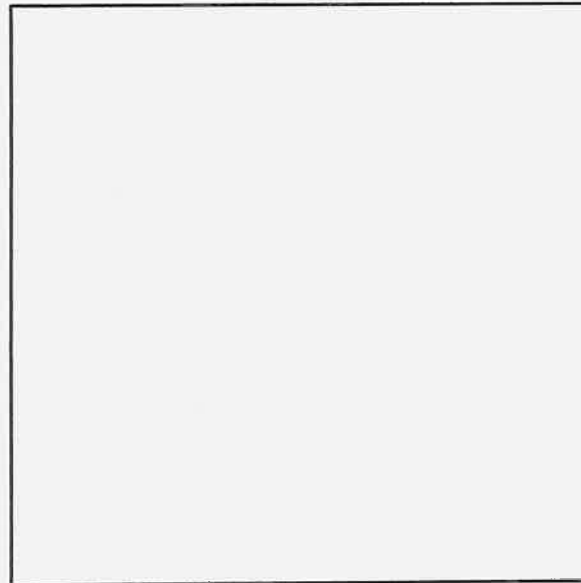
○ INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

-ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.

-ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND.

-BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SE 1/4 OF SECTION 21, T 9 N, R 20 E, WHICH BEARS S89°55'08"E. WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927). VICINITY MAP

SEE CERTIFIED SURVEY MAP NO. 6177 FOR ADDITIONAL EASEMENTS



100 YEAR FLOODPLAIN LINE SHOWN PER FIRM MAP NO. 55131C0357D & 55133C0376D, EFFECTIVE 11/20/13

R.A. Smith National, Inc.

Beyond Surveying
and Engineering

16745 W. Bluemound Road, Brookfield WI 53005
 262-781-1000 Fax 262-797-7373 www.rasmithnational.com
 Appleton, WI Irvine, CA Pittsburgh, PA

S:\5166652\dwg\CS101L.dwg\SHEET 1

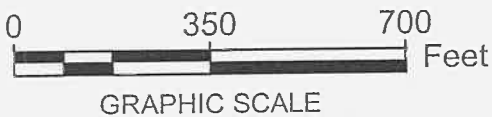
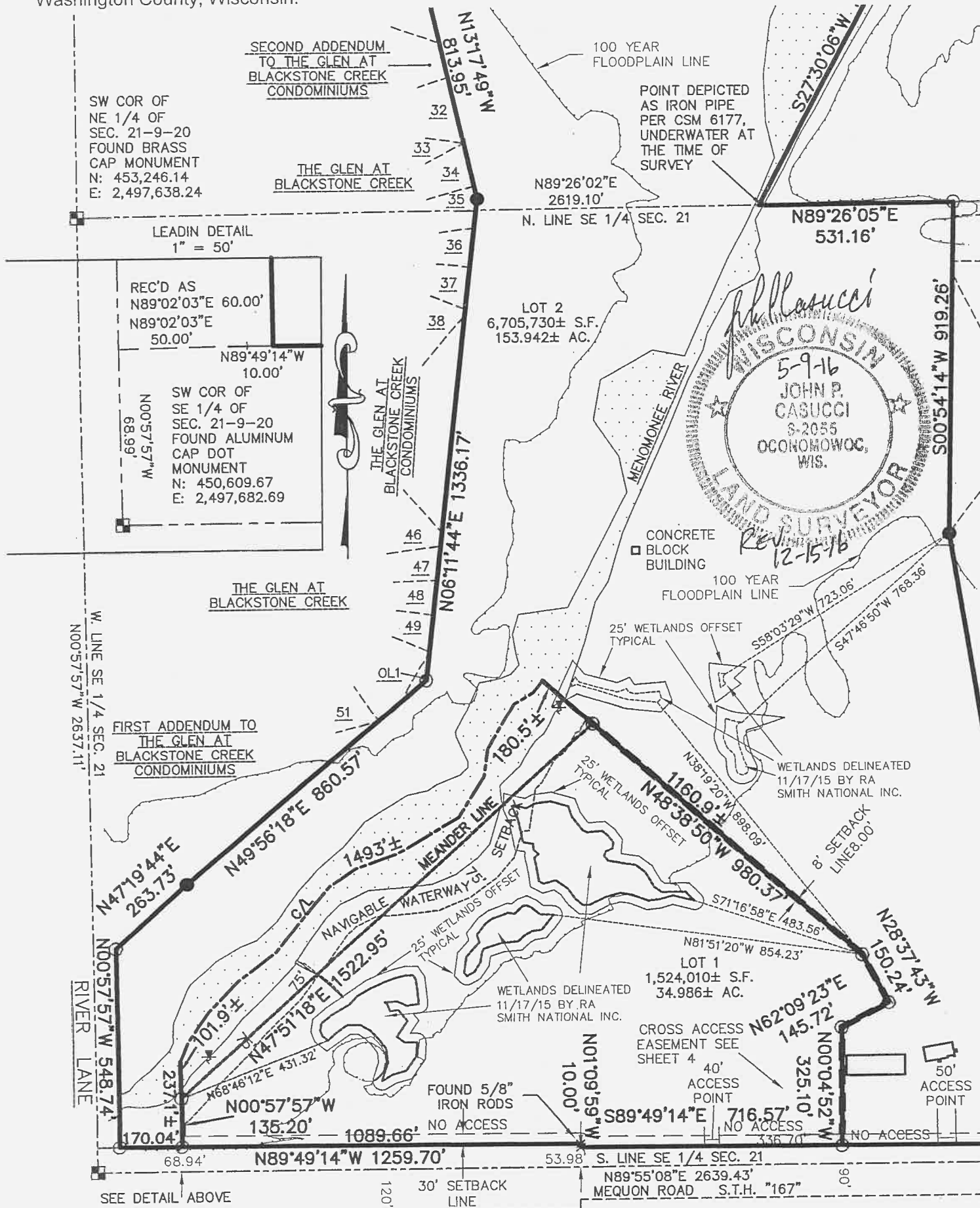
SHEET 1 OF 12 SHEETS



SURVEYOR
 RA Smith National Inc.
 John P. Casucci
 16745 W. Bluemound Road
 Brookfield, WI 53005
 262-781-1000

CERTIFIED SURVEY MAP NO. _____

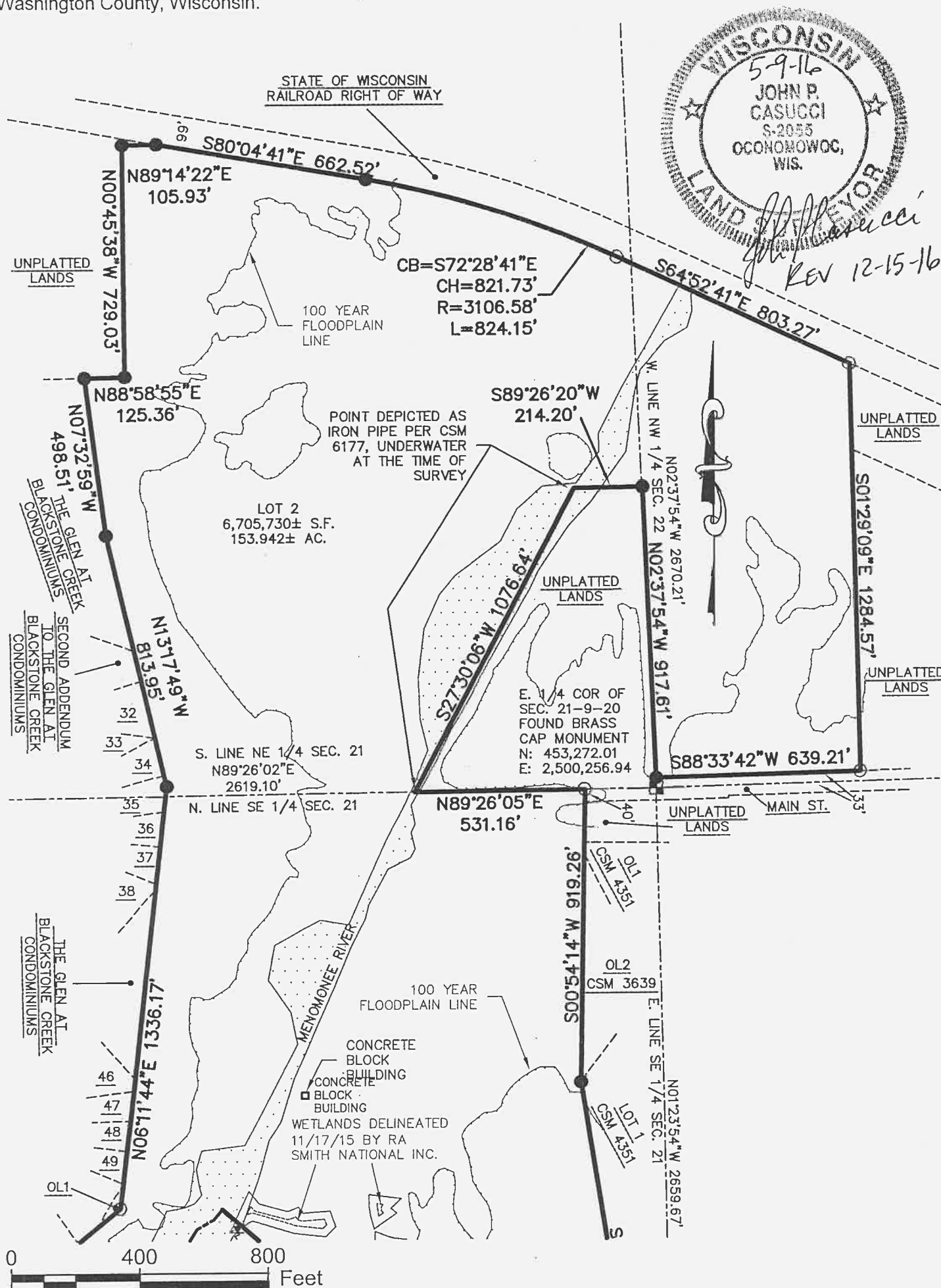
A division of Lots 2 and 3 in Certified Survey Map No. 6177, being a part of the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the NE 1/4 and the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the SE 1/4 of Section 21 and part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 22, all being in Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.



NOTE:
LOT 2 IS SUBJECT TO WETLANDS, 25' WETLAND SETBACK AND A 75' NAVIGABLE WATERWAY SETBACK WHICH ARE NOT SHOWN.

CERTIFIED SURVEY MAP NO. _____

A division of Lots 2 and 3 in Certified Survey Map No. 6177, being a part of the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the NE 1/4 and the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the SE 1/4 of Section 21 and part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 22, all being in Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

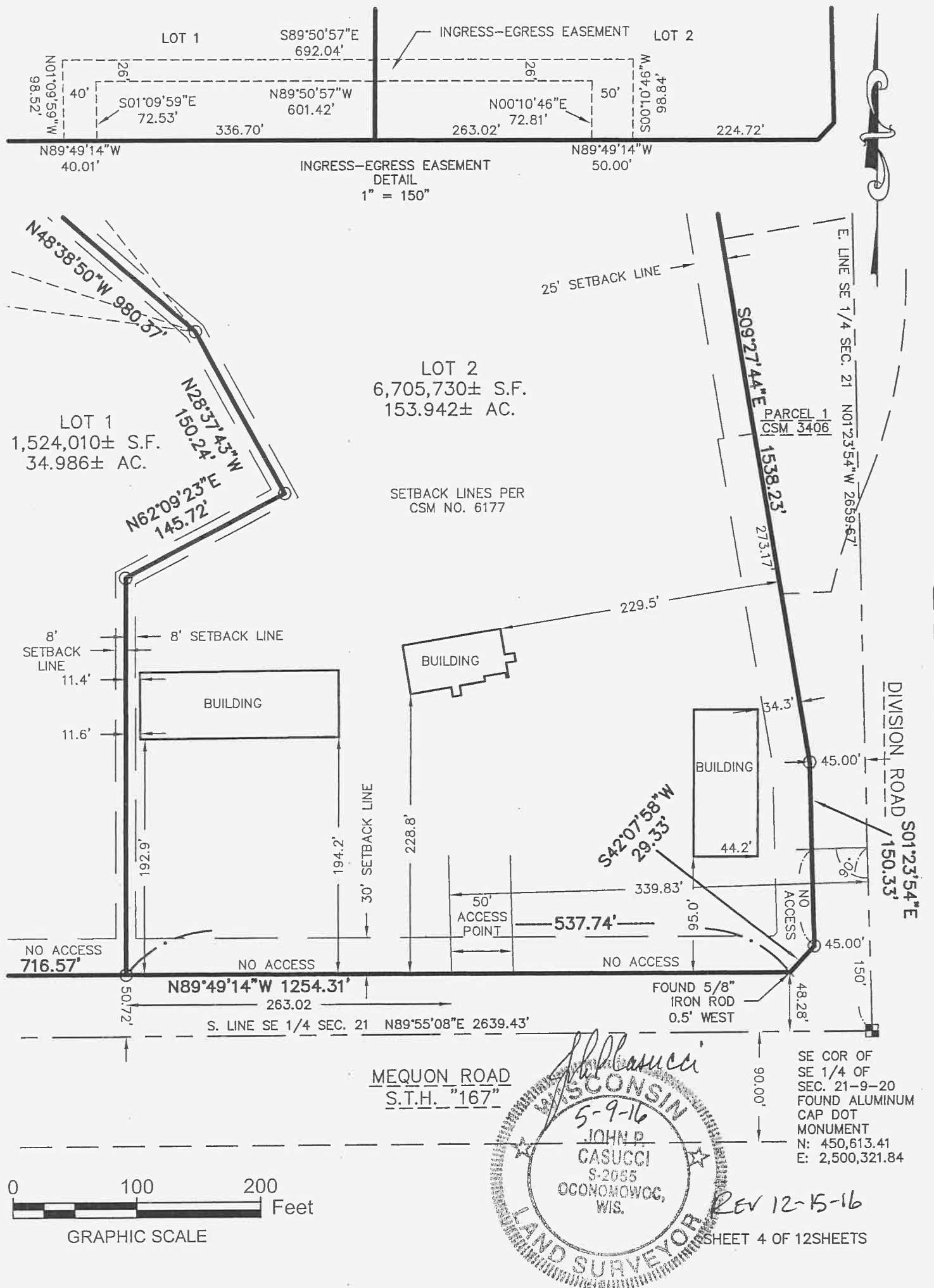


GRAPHIC SCALE

SHEET 3 OF 12 SHEETS

CERTIFIED SURVEY MAP NO. _____

A division of Lots 2 and 3 in Certified Survey Map No. 6177, being a part of the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the NE 1/4 and the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the SE 1/4 of Section 21 and part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 22, all being in Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.



CERTIFIED SURVEY MAP NO. _____

A division of Lots 2 and 3 in Certified Survey Map No. 6177, being a part of the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the NE 1/4 and the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the SE 1/4 of Section 21 and part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 22, all being in Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
 :SS
WAUKESHA COUNTY}

I, JOHN P. CASUCCI, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped A division of Lots 2 and 3 in Certified Survey Map No. 6177, being a part of the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the NE 1/4 and the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the SE 1/4 of Section 21 and part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 22, all being in Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

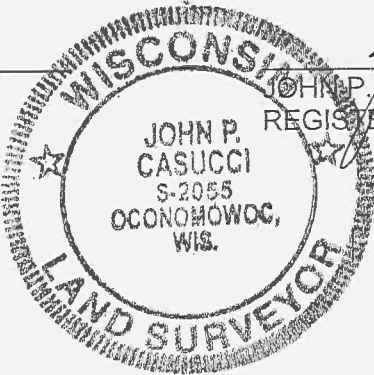
Containing 8,229,740 Square feet or 188.93 Acres, more or less.

THAT I have made such survey, land division and map by the direction of GERMANTOWN COMMERCE CENTER LLC and ROMANO & SCHMIDT LLC, owners.

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

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Municipal Codes of the Village of Germantown, in surveying, dividing and mapping the same.

DATE May 9, 2016
REV 12-15-16

 John P. Casucci (SEAL)
JOHN P. CASUCCI,
REGISTERED LAND SURVEYOR S-2055

Note: ANY land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1 of the state constitution

CERTIFIED SURVEY MAP NO. _____

A division of Lots 2 and 3 in Certified Survey Map No. 6177, being a part of the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the NE 1/4 and the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the SE 1/4 of Section 21 and part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 22, all being in Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

LOT 2
CORPORATE OWNER'S CERTIFICATE

ROMANO & SCHMIDT LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certify that said corporation caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of the Village of Germantown Municipal Code.

ROMANO & SCHMIDT LLC does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: Village of Germantown

WITNESS the hand and seal of ROMANO & SCHMIDT LLC, has caused these presents to be signed by Troy Schmidt, its Manager _____, this 6 day of January, 2017

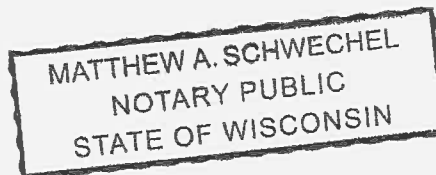
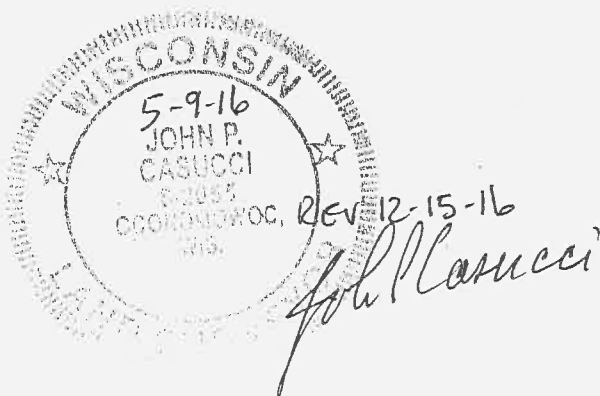
ROMANO & SCHMIDT LLC

Troy Schmidt
Troy Schmidt, Manager

STATE OF WISCONSIN }
 :SS
Washington COUNTY }

PERSONALLY came before me this 6th day of January, 2017, the above named Troy Schmidt to me known to be the person who executed the foregoing instrument, and to me known to be such Manager of said company and acknowledged that he executed the foregoing instrument as such officer, by its authority.

Matthew A. Schwechel (SEAL)
Notary Public, State of Wisconsin
My commission expires 5-15-20



CERTIFIED SURVEY MAP NO. _____

A division of Lots 2 and 3 in Certified Survey Map No. 6177, being a part of the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the NE 1/4 and the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the SE 1/4 of Section 21 and part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 22, all being in Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE
OF LANDS OWNED BY ROMANO & SCHMIDT LLC

LAIRD B. ROBINSON, mortgagee of that portion of the above-described land identified in this Certified Survey Map, does hereby consent to the surveying, dividing and mapping of the land described in the foregoing affidavit of John P. Casucci, Professional Land Surveyor, and does hereby consent to the certificate of said owner.

In witness whereof, presents to be signed by LAIRD B. ROBINSON this 6 day of Jan, 2017.

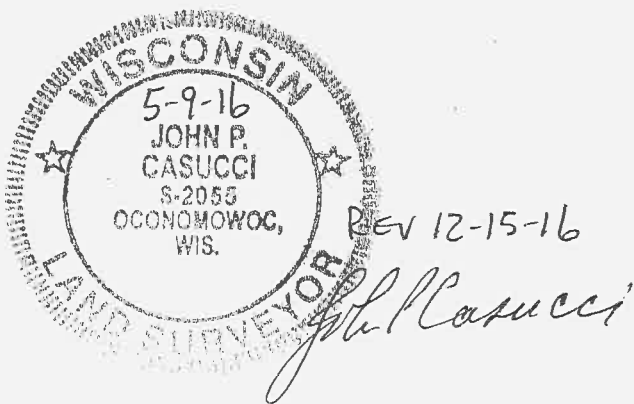
Laird B. Robinson
LAIRD B. ROBINSON



STATE OF Ga
COUNTY OF Chatham:SS

PERSONALLY came before me this 6 day of Jan, 2017,
LAIRD B. ROBINSON, to me known as the person who executed the foregoing instrument.

Heidi M. R. (SEAL)
Notary Public, State of Ga
My commission expires 3/5/17



CERTIFIED SURVEY MAP NO. _____

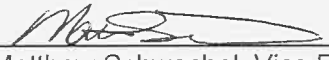
A division of Lots 2 and 3 in Certified Survey Map No. 6177, being a part of the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the NE 1/4 and the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the SE 1/4 of Section 21 and part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 22, all being in Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE
OF LANDS OWNED BY ROMANO & SCHMIDT LLC

FIRST BANK FINANCIAL CENTRE, a national banking association, mortgagee of that portion of the above-described land identified in this Certified Survey Map, does hereby consent to the surveying, dividing and mapping of the land described in the foregoing affidavit of John P. Casucci, Professional Land Surveyor, and does hereby consent to the certificate of said owner.

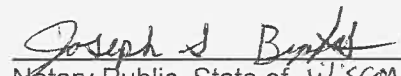
In witness whereof, the said FIRST BANK FINANCIAL CENTRE, has caused these presents to be signed by Matthew Schwechel, its Vice President at 940 Bell Ave Hartford,
Wisconsin, and its corporate seal to be hereunto affixed.

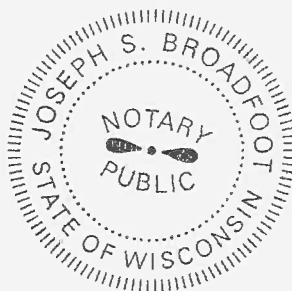
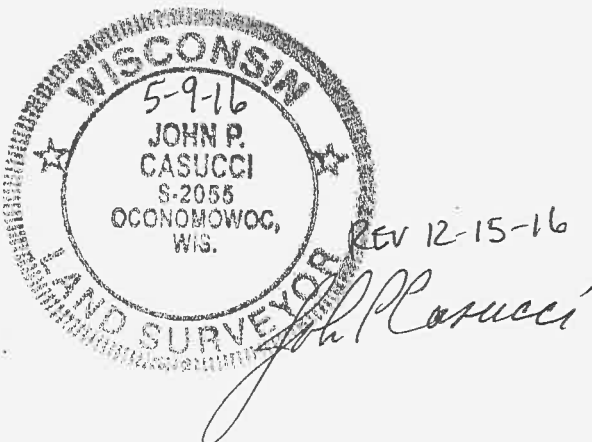
this 6th day of January, 2017.


Matthew Schwechel, Vice President

STATE OF Wisconsin }
COUNTY OF Washington } :SS

PERSONALLY came before me this 6 day of January, 2017, Matthew Schwechel of the above named organization, to me known as the person who executed the foregoing instrument, and to me known to be the Vice President of said organization, and acknowledged that they executed the foregoing instrument as such officer as the deed of the organization, by its authority.

 (SEAL)
Notary Public, State of Wisconsin
My commission expires 8-23-2020



CERTIFIED SURVEY MAP NO. _____

A division of Lots 2 and 3 in Certified Survey Map No. 6177, being a part of the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the NE 1/4 and the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the SE 1/4 of Section 21 and part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 22, all being in Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

LOT 3
CORPORATE OWNER'S CERTIFICATE

GERMANTOWN COMMERCE CENTER LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certify that said corporation caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of the Village of Germantown Municipal Code.

GERMANTOWN COMMERCE CENTER LLC does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: Village of Germantown

WITNESS the hand and seal of GERMANTOWN COMMERCE CENTER LLC, has caused these presents to be signed by David Jorgensen its Managing Member, this 9th day of January, 2017.

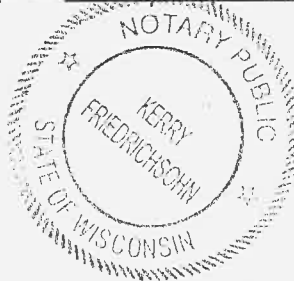
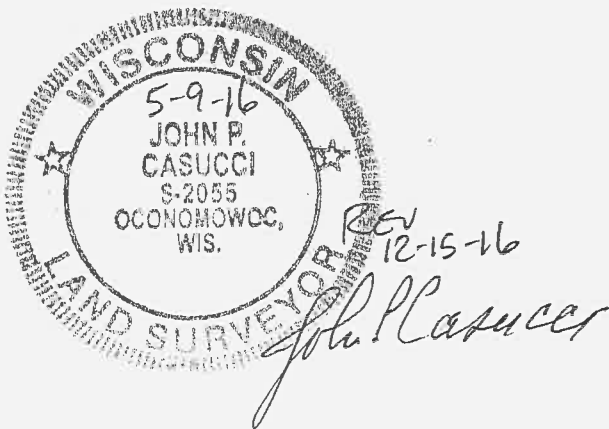
GERMANTOWN COMMERCE CENTER LLC

David Jorgensen, Managing Member

STATE OF WISCONSIN }
 :SS
Waukesha COUNTY }

PERSONALLY came before me this 9th day of January, 2017, the above named David Jorgensen, to me known to be the person who executed the foregoing instrument, and to me known to be such Managing Member of said company and acknowledged that he executed the foregoing instrument as such officer, by its authority.

Kerry Friedrichsohn (SEAL)
Notary Public, State of Wisconsin
My commission expires 9/23/2017



CERTIFIED SURVEY MAP NO. _____

A division of Lots 2 and 3 in Certified Survey Map No. 6177, being a part of the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the NE 1/4 and the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the SE 1/4 of Section 21 and part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 22, all being in Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE
OF LANDS OWNED BY GERMANTOWN COMMERCE CENTER LLC

ISB COMMUNITY BANK, a national banking association, mortgagee of that portion of the above-described land identified in this Certified Survey Map, does hereby consent to the surveying, dividing and mapping of the land described in the foregoing affidavit of John P. Casucci, Surveyor, and does hereby consent to the certificate of said owner.

In witness whereof, the said ISB COMMUNITY BANK, has caused these

presents to be signed by Mark Wierman, its SVP/Chief Lending Officer, at ISB COMMUNITY BANK, and its corporate seal to be hereunto affixed. *(NOW KNOWN AS EXONIA BANK)*

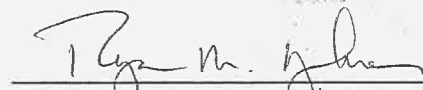
this 4 day of JANUARY, 2017.

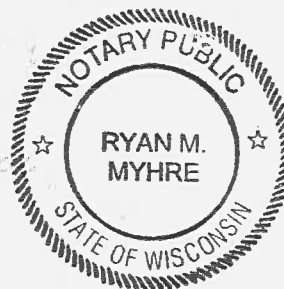
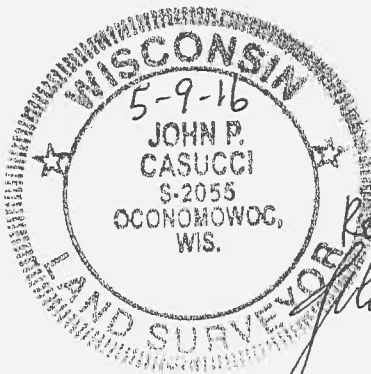

Mark Wierman



STATE OF Wisconsin }
COUNTY OF Jefferson } :SS

PERSONALLY came before me this 4th day of January, 2017, Mark Wierman, SVP/Chief Lending Officer above named organization, to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of the organization, by its authority.

 (SEAL)
Notary Public, State of Wisconsin
My commission expires is permanent.



CERTIFIED SURVEY MAP NO. _____

A division of Lots 2 and 3 in Certified Survey Map No. 6177, being a part of the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the NE 1/4 and the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the SE 1/4 of Section 21 and part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 22, all being in Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL

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

Dean Wolter, Chairperson

Date

Lori Johnson, Secretary

Date

VILLAGE OF GERMANTOWN BOARD APPROVAL

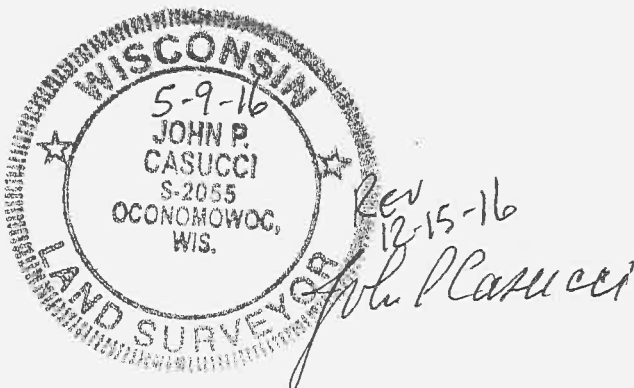
This Certified Survey Map, a division of Lots 2 and 3 in Certified Survey Map No. 6177, being a part of the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the NE 1/4 and the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the SE 1/4 of Section 21 and part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 22, all being in Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, having been approved by the Planning Commission being the same, is hereby accepted by the Village Board of Trustees of the Village of Germantown on this _____ day of _____, 20____.

Dean Wolter, Village President

Date

Barbara K.D. Goeckner, Village Clerk

Date



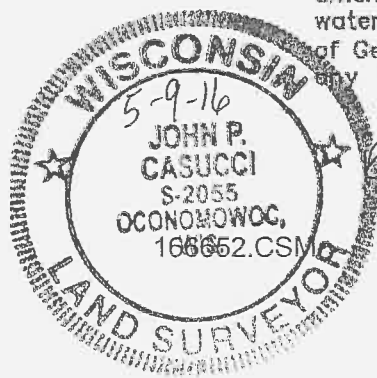
CERTIFIED SURVEY MAP NO. _____

A division of Lots 2 and 3 in Certified Survey Map No. 6177, being a part of the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the NE 1/4 and the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the SE 1/4 of Section 21 and part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 22, all being in Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

The following covenants, conditions & restrictions are copied from CSM 6177, recorded in Vol 46, Page 131 as Document no. 1164519.

This property is hereby subject to the following covenants, conditions and restrictions:

1. **Maintenance Agreement.** There shall be a separately recorded document entitled "Storm Water Management Practice Maintenance Agreement" ("Maintenance Agreement") that describes the storm water management practices located on this Certified Survey Map and their maintenance needs.
2. **Drainage Easements.** All areas designated as "Drainage Easements" are preserved for storm water collection, conveyance, and treatment in accordance with approved plans on file with the Village of Germantown. Unless otherwise noted in the Maintenance Agreement, drainage easements shall be maintained in a manner that preserves unimpeded flow of surface runoff. No grading or filling is allowed. These areas shall be vegetation or other approved cover to prevent soil erosion. Grass swales are reserved for storm water conveyance and shall not be used as vehicle access lanes.
3. **Access Lanes.** Access lanes, as designated on this Certified Survey map, are constructed and reserved for heavy equipment that may be required to complete future maintenance activities, as described in the Maintenance Agreement. These lanes shall be kept free of obstructions to maintenance vehicles, such as trees and other woody vegetation. Any gates or other access restrictions must be approved by the Village of Germantown.
[Note: Access lanes may be included within drainage easements or may be designated as a separate "access easement".]
4. **Ownership and Maintenance.** The Responsible Party, named as [designated long term "Responsible Party"] shall be responsible for the routine and extraordinary maintenance of all drainage easements and storm water management practice(s), in accordance with the Maintenance Agreement.
1-05
1-05
5. **Access and Inspections.** The Village of Germantown is authorized to access the property as necessary to conduct inspections of the storm water management practices to ascertain compliance with the Maintenance Agreement.
6. **Corrective Actions.** Upon notification to the Responsible Party by the Village of Germantown, of maintenance problems which require correction, the specified corrective actions shall be performed by the Responsible Party within a reasonable time frame as set by the Village of Germantown. Access for maintenance equipment shall be limited to the designated lanes as shown on the Certified Survey Map.
7. **Special Charges.** The Village of Germantown is authorized to perform the corrective actions identified in its inspection report or its notice if the Responsible Party does not make the required corrections within the specified time period. The costs and expenses of such corrective actions shall be entered on the tax roll as a special charge against the Property and collected with any other taxes levied thereon for the year in which the work is completed per Stats 66.0627.
8. **Binding on Future Owners.** This Agreement shall run with the Property and be binding upon the successors and assigns.
9. **Agreement Modifications.** The Village of Germantown shall have the sole authority to amend this agreement, including approving any physical modifications to the storm water management practices and drainage easements described herein. The Village of Germantown shall provide a 30-day notice to the titleholder(s) prior to approving any amendments to this agreement.



REV 12-15-16 *John P. Casucci*

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI,
PROFESSIONAL LAND SURVEYOR S-2055

Sheet 12 of 12 Sheets