

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, September 18, 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. **APPOINTMENT:**
Historic Preservation Commission
Member Mark Kauth 09/19/17 - 04/20/20
- VI. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST/**
DEPARTMENT AND COMMITTEE REPORTS:
The following individuals will be given the opportunity to make announcements of future municipal activities or reports of interest to the general public: Village President, Village Board Members, Village Administrator, Village Attorney, Village Clerk and Village Department Heads.
- VII. **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)
- VIII. **CONSENT AGENDA:**
- A. Approval of Minutes: August 21, 2017 Regular Village Board Meeting and August 23rd, August 28th, September 6th and September 11th Special Village Board Meetings
- B. Accounts payable/payroll
- | | | | |
|----|-------------------|------------------|---------------|
| 1. | August 22, 2017 | Payroll (hourly) | \$ 239,360.73 |
| 2. | August 25, 2017 | Accounts Payable | \$ 451,429.81 |
| 3. | August 31, 2017 | Payroll (salary) | \$ 83,982.17 |
| 4. | August 2017 | Accounts Payable | \$ 165,770.35 |
| 5. | September 5, 2017 | Payroll (hourly) | \$ 245,460.19 |

VIII. CONSENT AGENDA-continued:

- | | | | |
|----|--------------------|------------------|---------------|
| 6. | September 10, 2017 | Accounts Payable | \$ 621,513.45 |
| 7. | September 15, 2017 | Payroll (salary) | \$ 81,926.05 |
| 8. | September 19, 2017 | Payroll (hourly) | \$ 29,985.48 |
- C. Operator Licenses: September 19, 2017 to June 30, 2018: [Recommended Approval]
NEW: Karen L Klever, Joseph P. Krajcik, Rebecca N. Leibiger, Bernadine E. Matthews, Sally K Wallschlaeger

The following items were forwarded from **General Government and Finance** with a unanimous recommendation:

- D. T.E. Brennan Company Annual Retainer [Recommended Approval]
E. Resolution-Budget Amendment-Allocate Contingency Funds to Departments to Cover Wage Increase [Recommended Approval]

The following items were forwarded from **Public Works & Highways Committee** with a unanimous recommendation:

- F. Authorization to Pay Invoice – Well #11 PLC Repair [Recommended Approval]
G. Authorization to Pay Invoice – Starnet Technologies [Recommended Approval]

IX. UNFINISHED BUSINESS: None

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

- A. Infinity Custom Builders, Agent for Janae Magnuson and Leslie Anderson, Property Owners, for a Conditional Use Permit (CUP) for the construction and use of a Mother-In-Law Suite pursuant to Section 17.08(51a) of the Village Zoning Code, on the property located at W148 N13468 Pleasant View Drive-Tax Key: GTNV111-985

XI. NEW BUSINESS:

- A. Conditional Use Permit for Construction and Use of a "Mother-in-Law Suite" Located at W148 N13468 Pleasant View Dr.
B. Old Farm Subdivision Sign Installation and Maintenance Agreement
C. Utilizing Funds from the Sale of Tender 91 to Purchase 2-Thermal Imaging Cameras
D. Hire Part-Time Fire Department Administrative Assistant
E. New "Class A" Fermented Malt Beverage and Intoxicating Liquor License for Wal-Mart Stores East, LP, W190 N9855 Appleton Ave., Germantown WI 53022
F. Public Grant Application-Germantown American Legion Post 1 Inc, N120 W15932 Freistadt Rd. R.O. Box, Germantown WI 53022, for September 9, 2017 POW MIA Silent March Parade Permit fee of \$15.00
G. Public Grant Application-Germantown Kiwanis Community Foundation Inc., PO Box 531, Germantown WI 53022, for Permit Fee(s) Associated with Construction of the Gehl Foods Performing Arts Pavilion in Fireman's Park.
H. Request of Germantown Kiwanis Community Foundation Inc., to Commence Construction of the Gehl Foods Performing Arts Pavilion in Fireman's Park.
I. Discussion and Action on Building and Construction Permit Fees for Current School District Projects

XI. NEW BUSINESS-continued:

- J. Ordinance No. 14-17, An Ordinance to Amend Certain Sections of Subchapter I of Chapter 1 of the Germantown Municipal Code Relating to the Appointment, Employment and Duties of Certain Village Officials

XII. ADJOURNMENT:

The next regular meeting of the Village Board will be on October 2, 2017 at 7:00 p.m.

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

VILLAGE OF GERMANTOWN
2017 INFORMATION PROFILE FOR
PUBLIC SERVICE APPOINTMENT CONSIDERATION



NAME: Mark Kauth HOME/CELL PHONE: 262-305-5077

ADDRESS: N136 W16202 Bonniwell Rd.

CITY/STATE/ZIP: Germantown, WI 53022 BUSINESS PHONE: _____

E-MAIL ADDRESS (for Committee related contact use only): chris - Kauth@hotmail.com

Please circle the days and list times that you are **AVAILABLE FOR MEETINGS:**

MON-TUES-WED-THUR TIME: 6:00 P.M.

RESIDENCY: Years in Village: 11

AREAS OF POSSIBLE INTEREST: Please mark your choices

____ Utility Advisory Committee

____ Police & Fire Commission

____ Plan Commission

____ Park & Recreation Commission

____ Board of Zoning Appeals

____ Ethics Board

____ Library Board

____ Senior Center Advisory Comm.

____ Tourism/Betterment Committee

____ Economic Development Commission

☒ Historic Preservation Commission

____ Building Const. Oversight Committee

____ Board of Review

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

I have lived and worked in Germantown
for a good portion of my life and
have a lot of interest in the history of the
community

The Village Board has scheduled a reception on **Tuesday, March 28, at 6:30 p.m.** at Village Hall to meet those persons interested in serving and those persons currently serving on the various Boards and Commissions. Please indicate whether or not you will be able to attend:

Will attend: _____ Will NOT be able to attend: _____

Return to: Office of the Village Clerk,
P. O. Box 337, Germantown, WI 53022-0337
E-mail: bgoeckner@village.germantown.wi.us
by: **MONDAY, MARCH 27, 2017 at 4:30 p.m.**

VILLAGE OF GERMANTOWN
112 WEST MAIN STREET
GERMANTOWN, WI 53022
Phone: (262) 250-7740 Fax: (262) 253-8755
Employing Agency

AUTHORIZATION FOR RELEASE OF INFORMATION
(For official use only, not to be released to unauthorized persons)

I hereby empower an employee of the **Village of Germantown** or other authorized representative thereof bearing this release to, within one year of its date, obtain information and records pertaining to me from any of all of the following sources:

1. Municipal, State or Federal law enforcement agencies
2. Selective Service System
3. Any banking institution
4. Any place of business (for purpose of obtaining credit or employment data)
5. Credit rating bureaus or institutions maintaining individual credit rating files
6. Any previous employer
7. Present employer
8. Any school, college, university or other educational institution
9. Any law enforcement or jail official

Exceptions to this blanket authorization

1. Any medical information in the possession of any source named above until submission to a conditional offer of employment (per Americans with Disabilities Act)
2. _____
3. _____

This release is executed to authorize **The Village of Germantown**, as a prospective employer, to obtain the above information. It is understood that said information shall be used only in consideration of my employment and shall not be further disseminated for any purpose. If employment is denied due to information obtained on a credit report, I understand that I can receive this information by calling toll free (800) 888-4213.

Mark Krauth

Full Name (please print)

83/228/2017

Date

Signature (full name)

Mark Krauth

1136 W 16202 Bonniwell Rd. Germantown, WI 53022

Address (Street and Number)

City

State

Zip

Chris_Krauth@hotmail.com

E-Mail Address

Historic Preservation Commission

Position Applying For

Date of Birth: 05/27/1949

Sex: Male ☒ Female ☐

Phone: 262-305-5077

Driver's License Number: XXXXXXXXXXXXXXX

SSN: XXXXXXXX

WITNESS SIGNATURE:

Chris Krauth

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
AUGUST 21, 2017**

CALL TO ORDER: The meeting was called to order at 7:00 p.m. by President Wolter

ROLL CALL: President Wolter, Trustees Baum, Campbell, Hughes, Kaminski, Miller, Myers, Warren, and Zabel. Also present, Attorney Sajdak, Fire Chief Weiss, Public Works Director/Interim Administrator Ratayczak and Deputy Clerk Strebe

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

PRESIDENT'S REPORT: Agenda New Business item C, Outside Premises Extension Application for the "Class B: License for WI Bier Stube, LLC will be rescheduled. August 12th attended Berean Outreach Center worship event, highlighted programs of assistance offered and involvement at future Community events. Attended pickleball court opening on August 15th at Haupt Strasse Park. Nick Heisl successful Macc Fund fundraiser, appreciate Community support of event. Chief Weiss thanked President Wolter for attendance at Leadership and Customer Service symposium held August 12th and 13th. CPR Community training program; incorporating Stop The Bleed training program, teach citizens to control bleeding until paramedic arrives. 400 people away from receiving Community designation as Heart Safe; 10% of population trained in hands on CPR.

ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST/COMMITTEE REPORTS: Trustees provided information on upcoming meeting dates and times.

CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing: Chris Yatchak, N116 N1541 Brownstone Ct, Germantown 53022; American Legion Post 1 hosting POW MIA silent march September 9th at 10:00 a.m. National POW MIA recognition day is September 15th, started in 1979. www.legionpost1.org.

CONSENT AGENDA:

A. Approval of Minutes: August 7, 2017 Regular Village Board meeting.

B. Accounts payable/payroll

1.	July 2017	Accounts Payable	\$ 26,773.89
2.	August 8, 2017	Payroll (hourly)	\$ 252,223.66
3.	August 10, 2017	Accounts Payable	\$ 1,017,887.89
4.	August 22, 2017	Payroll (salary)	\$ 85,939.21

C. Operator Licenses: August 22, 2017 to June 30, 2018: [Recommended Approval]

NEW: Brittany A Davis, Austin H Dieringer, Bobbi Jo Gabrielsen, Teresa A Gagliano, Chelsea L Humphreys [Recommended Approval]

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

D. Purchase of 6 Phillips Heartstart FRX Defibrillators from SOS Technologies for \$9,005.16 for Police Department with Funds Allocated from account 10-521-570-8100. [Recommended Approval]

MOTION (Baum/Myers) to approve consent agenda items A–D, roll call vote, 9 ayes, 0 opposed, carried.

UNFINISHED BUSINESS: None

NEW BUSINESS:

- A. Contract with Durham Hill in the Amount of \$39,159.04 for TID #6 Entrance Sign on Appleton Ave with Funds to be Allocated from Account 46-574-530-3100. **MOTION (Baum/Myers) to approve as presented.** Trustee Myers questioned if in-ground sprinkler system is planned. Public Works Director noted Developer's Agreement might state MLG to perform lawn maintenance. **Roll call vote, 9 ayes, 0 opposed, carried.**
- B. Ryan Rahl, Agent for Project Design Management LLC, Property Owner (Florian Park) N111 W18611 Mequon Road, and, Germantown Hospitality Group LLC, Property Owner (Country INN & Suites) W188 N11020 Maple Road; 2-Lot Certified Survey Map (Lot Line Adjustment) **MOTION (Baum/Warren) to approve as presented, carried.**
- C. Outside Premises Extension Application for the "Class B" License For WI Bier Stube, LLC, N116 W15863 Main St., Charles B Hastings, Agent. **Tabled;** Discussion and Action at Special Village Board meeting on Monday, August 28th at 5:30 p.m.
- D. Junk Dealer Establishment Application for Waste Management Recycle America LLC, W132 N10487 Grant Dr., Germantown WI 53022, Owner RAA Trucking LLC. **MOTION (Baum/Miller) to approve as presented, carried.** Zabel asked if ability to sweep glass that falls out of Waste Management trucks; causes flat tires on bicycles.
- E. Change of Agent for "Class B" Maple Road LLC-Buzdum's Pub & Grill, W188 N15051 Maple Road, Germantown, to Boro Buzdum, 316 Kames Ct, Slinger WI 53086. **MOTION (Baum/Hughes) to approve.** President Wolter questioned if previous case prevents Mr. Boro Buzdum from holding liquor license in Village. **MOTION (Baum/Hughes) to postpone decision to research past case, carried.** Trustee Myers requested check on payment of taxes; Trustee Hughes did, all tax payments current.
- F. Public Grant Application-VFW Post 9202, W159 N11033 Legend Ave, Germantown WI 53022, for Temporary Use Permit Fee to Sell Christmas Trees in Parking Lot by Latitudes from November 19 – December 23, 2017. **Motion (Myers/Zabel) to approve as presented, carried.**

Special Village Board meeting, August 23rd at 6:00 p.m.

Special Village Board meeting, August 28th at 5:30 p.m.

Next regular Village Board meeting, Monday, September 18th at 7:00 p.m.

ADJOURNMENT: There being no further business, meeting adjourned at 7:25 p.m.

Kathleen M. Strebe
Deputy Clerk

**VILLAGE OF GERMANTOWN
VILLAGE BOARD SPECIAL MEETING MINUTES
August 23, 2017**

CALL TO ORDER: The meeting was called to order at 6:01 p.m. by President Wolter.

ROLL CALL: President Wolter and Trustees Baum, Campbell, Hughes, Kaminski, Miller, and Zabel were present. Trustees Warren and Myers were absent and excused. Also present: Attorney Sajdak.

NEW BUSINESS:

- A. Selection of Finalists for Village Administrator Position and Review of Draft Employment Agreement

MOTION (Baum/Zabel) to adjourn into Closed Session per Wis. Stats. § 19.85(1)(c) for the purpose of Considering the Employment and/or Compensation of Any Public Employee Over Which the Governmental Body Has Jurisdiction or Exercises Responsibility and Wis. Stat. § 19.85(1)(e) for the purpose of Conducting the specified business where Competitive or Bargaining Reasons Require a Closed Session to include legal counsel and the representatives from Public Administration Associates (PAA).

Upon roll call vote, all in favor, carried.

MOTION (Kaminski/Baum) to return to Open Session.

Upon voice vote, all in favor, carried.

- B. Final Steps for the Administrator Recruitment Process (to include scheduling, travel arrangements, verification or education/criminal backgrounds, etc.)

Bill Frueh and Denise Frueh from PAA discussed having the Police Department conduct the criminal background checks. Education background will be confirmed with transcripts. Interviews will be on September 6, 2017 at 6:00 (unless change necessary based on candidates' schedules).

ADJOURNMENT

The meeting adjourned at 8:25 p.m.

**Brian C. Sajdak
Village Attorney**

VILLAGE OF GERMANTOWN
VILLAGE BOARD SPECIAL MEETING MINUTES
August 28, 2017

CALL TO ORDER: The meeting was called to order at 5:33 p.m. by President Wolter.

ROLL CALL: President Wolter and Trustees Baum, Hughes, Kaminski, Miller, Warren and Zabel were present. Trustee Campbell and Myers were absent. Also present: Attorney Sajdak, Public Works Director/Interim Administrator Ratayczak and Deputy Clerk Strebe

OLD BUSINESS:

- A. Request For Approval of Outside Premises Extension Application For The "Class B" License For WI Bier Stube, LLC, N116 W15863 Main St., Charles B Hastings, Agent. Trustee Miller, recused as family member employed by Bier Stube. **MOTION (Baum/Kaminski) to approve Outside Premises Extension for WI Bier Stube as presented.** Trustee Baum asked for clarification on reading of final ordinance. Attorney Sajdak read final adopted version. Trustee Baum stated in favor of new ordinance, but not for this location; too close to residential property. Trustee Zabel asked for resident input. Trustee Kaminski noted business has been there for decades; developing area as business district. One-hour extension request, German music, not rock bands, should not make a difference; asked for business owner and resident input. Request falls within ordinance; If issues present, provisions allow for permit to be revoked. Issues called on by Police regarding this property relate to noise and generally to one owner. Trustee Baum noted history of property started as restaurant then grew. Trustee Kaminski noted valuable to Village to have thriving, successful business in designated entertainment district. Owner offered to purchase residential property to make things work and is a good business constituent; residents enjoy the restaurant. Trustee Baum indicated business will still thrive if only allowed until 10:00 p.m. President Wolter noted Board can consider additional conditions/provisions can be placed on Outdoor Premises Extension, such as hours music allowed or days of week for extended hours, with provisions of noise ordinance. Trustee Baum noted the season beer garden used is same season of open windows. Trustee Kaminski stated noise expected when living next to business. Trustee Hughes noted business is more a bar than restaurant; neighbors didn't have problem with previous restaurant owner; is residential area; people have right to go to bed peacefully. Trustee Warren questioned how significant is additional hour from business perspective and from home owner prospective. Noise no different between music and crowd, still a distraction. Carrie Schuster, N116 W15909 Main St, house next to Bier Stube; lived there 45 years, no problems until last 4 years; July a bad month; large outside speakers, play music all hours of night. Police Officers in house and on property line, agree music is loud and warnings issued. Felt threatened by business owner's statements; not running neighborly business; years of attending meetings, no compromise to resolve problem. No follow through on offer to purchase property. Enjoy some music but too loud; vibrates house. No issue with request for extension to 11:00 p.m. if no music after 9:00 p.m. Police called, music played until after 11:00 p.m. Mr. Hastings, owner of Bier Stube, noted investment in business and entertainment district; fears of turning into a Gehl's parking lot if not attracting businesses. Stated Zillow report listed property at \$150,000, offered \$185,000, owner wanted \$350,000. Outside speakers face away from residential property; stopped live music at 8:00 p.m. Ticket issued was deleted. Asked for special meeting with Village President, Police Chief and Village Administrator twice to resolve issues. Feels harassed through Police Department. Clarified meaning of perceived threatening comment/gesture. Proposal to end live music

OLD BUSINESS-continued:

- B. at 9:00 p.m.; 9:00 p.m.-10:30 p.m. low volume German music; 10:30 p.m.-11:00 p.m., no music. Built fence to discourage patrons from going on residential property. Mr. Schuster will run lawn mower, park next to fence until run out of gas. Neighbors played music over business music. Village plan to make business district; supports charities, provides great place for patrons; thriving business will attract other businesses. Brian Gallitz, 3295 Conestoga Trail, Richfield WI, patron of Bier Stube; perspective on expansive beer garden; more ambient noise. Village allowed expansion and entertainment district; don't cut purse strings off business. Study done by UWM, need more businesses to survive as entertainment district. Mr. Schuster, N116 W15909 Main St, next to Bier Stube; house on tax roll as \$200,000, offer was \$158,000. Music metered, turned on own music same level as business. Live music with base speakers, vibrates house. Chaz Hastings, rebuttal of comment; not fire sale, million dollar investment. Meters not accurate; air conditioner is louder than decibels allowed. Les Brummer, W167 N10533, Bridle Path, Germantown, Bier Stube patron, construction company owner; real estate agent for property, did construction on business; thriving villages, enact visions; provide employment for Village. Located in business district; offer to purchase based on market survey, offer 15%-20% over market. Disservice to patron hosting parties/events when have to end at 9:00 p.m.; no fights or police calls. Barley Pop construction, anticipation of new units/tenants. Need foresight, business will go to surrounding communities. Steven A Bailey, W163 N11019 Briarcliff Ct.; now have authentic German restaurant; locals, regional and international people enjoy the business; passion to make it what it is. Owner of N107 W16437 Creek Terrace; patron of Bier Stube, supports local businesses; don't want to lose good investors and community supporters. Small business owner, takes clients to Bier Stube; German music, not wild and crazy; no fights. Ability to enjoy weather; perfect example of authentic German Heritage, a little Munich. Sam Schneider, W164 N10960 Squire Dr., Germantown resident for 35 years, patron of Bier Stube, involved in Mia Fest, Oktoberfest, and Dheinsville; born in Germany, keep ethnic interest going. Affects only a neighbor or two. Brings business into Village; decision in favor of Bier Stube. Kevin Bork, N86 W17988 Holy Hill Rd, patron of Bier Stube; investment, beer garden expansion and renovations, very authentic; great addition to Germantown. Should compromise with neighbor with seasonal hours; would like extended summer hours on weekends. Carrie Schuster stated not trying to drive out of business. President Wolter noted noise level has to fit within noise ordinance. Trustee Baum asked what would be a reasonable compromise. Terms agreed upon by business owner and residential property owner: **MOTION (Baum/Kaminski) to amend original motion to include the following terms: Friday & Saturday, live music ends at 9:00 p.m., allow radio music until 10:00 p.m. at agreed volume, stay outside until 11:00 p.m. serving beer and food. Sunday – Thursday, music off at 9:00 p.m., outside premises closes at 10:00 p.m. One Thursday a month, allow extended outside premises hours until 11:00 p.m., with live music ending at 9:00 p.m. and low volume radio music until 10:00 p.m., carried.** Trustee Zabel requested clarification from Village Attorney on use of decibel meters and officers' ability to issue citation if noise is greater than ambient noise. Trustee Warren asked for volume setting of 'agreed to level'. Mr. Hastings stated low background music. **Carried 7 - 0.**
- C. Change of Agent for "Class B" Maple Road LLC-Buzdum's Pub & Grill, W188 N15051 Maple Road, Germantown, to Boro Buzdum, 316 Kames Ct, Slinger WI 53086. Village Attorney reviewed resolution agreement of lawsuit; prohibits owning adult

OLD BUSINESS-continued:

two OWI convictions; basis for denial. Trustee Kaminski asked if anyone having similar record currently holds license. Village Attorney noted felony charge would bar from having license; second OWI is criminal offense, not felony offense. **MOTION (Baum/Zabel) to grant change of agent.** If denied, person of record would remain agent. Trustee Baum noted no felony on record. Village Attorney, can be grounds for denial, not absolute. If receives felony, will address license issue. Trustee Kaminski stated no policy in place stating cannot hold license if two OWIs. Trustee Zabel noted under his Boro Buzdum's ownership, turned into adult entertainment, resulting in lawsuit. **Carried, 1 opposed (Zabel).**

NEW BUSINESS:

- A. Village Clerk Vacancy-Authorization to Fill Position and Commence Replacement Search
MOTION (Baum/Warren) to fill Village Clerk vacancy, carried.

ADJOURNMENT:

The meeting adjourned at 6:38 p.m.

Kathleen M. Strebe
Deputy Clerk

VILLAGE OF GERMANTOWN
VILLAGE BOARD SPECIAL MEETING MINUTES
September 6, 2017

- I. **CALL TO ORDER:** The meeting was called to order at 6:00 p.m. by President Wolter.
- II. **ROLL CALL:** President Wolter and Trustees Baum, Campbell, Myers, Hughes, Kaminski, Miller, Warren and Zabel were present. Also present: Attorney Sajdak.
- III. **NEW BUSINESS:**
- A. **Village Administrator: Interviews and Selection**

MOTION (Baum/Zabel) to adjourn into Closed Session per Wis. Stats. § 19.85(1)(c) Considering Employment, Promotion, Compensation or Performance Evaluation Data of Any Public Employee Over Which the Governmental Body Has Jurisdiction to include legal counsel, the representatives from Public Administration Associates and the candidates.

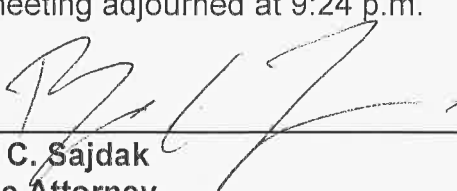
Upon roll call vote, all in favor, carried.

MOTION (Kaminski/Baum) to adjourn directly from Closed Session without action.

Upon voice vote, all in favor, carried.

IV. **ADJOURNMENT**

The meeting adjourned at 9:24 p.m.



Brian C. Sajdak
Village Attorney

**VILLAGE OF GERMANTOWN
VILLAGE BOARD SPECIAL MEETING MINUTES
September 11, 2017**

- I. **CALL TO ORDER:** The meeting was called to order at 6:03 p.m. by President Wolter.
- II. **ROLL CALL:** President Wolter and Trustees Baum (6:04), Campbell, Myers, Hughes, Kaminski, Miller, Warren and Zabel were present. Also present: Attorney Sajdak.

III. **NEW BUSINESS:**

- A. **Resolution No. _____ -17: A Resolution Appointing Village Administrator and Authorizing Certain Officials to Execute an Employment Agreement for The Same.**
MOTION (Myers/Kaminski) to adjourn into Closed Session per Wis. Stats. § 19.85(1)(c) Considering Employment, Promotion, Compensation or Performance Evaluation Data of Any Public Employee Over Which the Governmental Body Has Jurisdiction to include legal counsel.

Upon roll call vote, all in favor, carried.

MOTION (Baum/Miller) to return to Open Session.

Upon voice vote, all in favor, carried.

MOTION (Baum/Hughes) to adopt resolution 15-17, A Resolution Appointing Village Administrator and Authorizing Certain Officials to Execute an Employment Agreement for The Same.

Upon voice vote, all in favor, carried.

IV. **ADJOURNMENT**

The meeting adjourned at 6:25 p.m.

**Brian C. Sajdak
Village Attorney**

**Village of Germantown
Business of the Government & Finance Committee
& Village Board**

MEETING DATE:

GGF – August 30, 2017
Village Board – September 18, 2017

PLACEMENT:

Consent

ITEM TITLE:

T.E. Brennan Company
Annual Retainer

SUBMITTED BY:

Kim Rath, Finance Director

SUMMARY EXPLANATION:

Attached is an invoice from T.E. Brennan in the amount of \$5,834.49. The statement reflects expenses incurred during the previous term of \$834.49, and their annual retainer for the upcoming term of \$5,000 (Aug 15 2017 – August 15, 2018). T.E. Brennan is our property insurance consultant, they perform several services for Germantown. They review our policies, help mitigate claims through each insurance carrier, review worker's compensation claims and rates, plus help with new insurance carrier quotes.

ATTACHED: ORDINANCE____ RESOLUTION ____ OTHER X

Statement #19174

RECOMMENDATION

Approval

COMMITTEE ACTION

Positive Recommendation to Village Board 3/0

T.E. BRENNAN COMPANY

330 S. Executive Drive • Suite 301 • Brookfield, WI 53005-4215
(262) 754-1160 • Toll Free (888) 271-2232
www.tebrennan.com

VILLAGE OF GERMANTOWN
P.O. Box 337
Germantown,, WI 53022

Statement Date: 07/31/2017
Statement No. 19174
Account No. 21777.00

This statement reflects expenses incurred during the previous year and the annual retainer for the upcoming year.

Fees

07/31/2017	BB	Annual Retainer - August 15, 2017 to August 15, 2018	5,000.00
		For Current Services Rendered	5,000.00

Expenses

Staff Support	731.25
Photocopies	99.40
Postage/Overnight Service	3.84
Total Expenses Thru 07/31/2017	834.49
Total Current Work	5,834.49
Previous Balance	\$6,062.04

Payments

08/12/2016	Payment, Thank You. Check # 148499	-6,062.04
	Balance Due	<u>\$5,834.49</u>

Invoices due upon receipt. 1% per month finance charge due on overdue balances.



Risk Management Consultants - Independent, Impartial, Objective

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: September 18, 2017

AGENDA ITEM: Public Hearing & New Business **(Conditional Use Permit)**

ITEM TITLE: Infinity Custom Builders, Agent for Janae Magnuson and Leslie Anderson, Property Owners, for a Conditional Use Permit (CUP) for the construction and use of a Mother-In-Law Suite Dwelling Unit as part of the existing Single-Family Dwelling on the property located at W148 N13468 Pleasant View Drive (Tax Key: GTNV 111-985)

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

SUMMARY EXPLANATION:

Janae Magnuson and Leslie Anderson, owners of a 10.1-acre parcel, are requesting a CUP in order to construct a "mother-in-law suite" (MILS) as part of a planned addition to their existing single-family dwelling located at W148 N13468 Pleasant View Drive.

The existing dwelling is a two-story building with approximately 3,200 sqft. The owners propose to construct a one-story addition onto the side of the existing dwelling that will also attach to and connect an existing detached accessory garage that will be partially renovated into living space. A 268 sqft "breezeway" will be added between and attach the existing dwelling to the garage and MILS. The breezeway will be part of the primary dwelling, but shared space with the MILS. The primary entrance to both the primary dwelling and MILS will continue to be the main entry into the dwelling; however, secondary access to both the primary dwelling and MILS will be provided by the breezeway. In addition to the breezeway, a one-story addition will be constructed that includes a living room, kitchen, bedroom, bathroom, laundry and utility room. The MILS is intended for occupancy by a Magnuson family member. The MILS will be approximately 1,172 sqft in total area and comprise 25 percent of the 4,640 sqft floor area of the entire dwelling.

ATTACHMENTS:

- ◆ 8/14/17 Staff Report
- ◆ 8/14/17 Plan Commission Meeting Minutes
- ◆ Application, plans & photos
- ◆ Draft CUP

PLAN COMMISSION RECOMMENDATION:

APPROVE a conditional use permit for Janae Magnuson to allow a "mother-in-law suite" accessory dwelling as part of the single-family dwelling located at W148 N13468 Pleasant View Drive subject to four (4) conditions (see draft CUP document for conditions of approval).

NOTICE OF PUBLIC HEARING VILLAGE OF GERMANTOWN

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

DATE: Monday, September 18, 2017

TIME: 7:00 p.m. or later

The purpose of said hearing is to hear any and all parties, their attorneys or agents, for or against the application filed by the following Applicants for a CONDITIONAL USE PERMIT (CUP) for the construction and use of a "mother-in-law suite" from the property described below pursuant to Section 17.08(51a) of the Village Zoning Code:

Applicant: Infinity Custom Builders, Agent for Janae Magnuson and Leslie Anderson, Property Owners

Properties: Located at W148 N13468 Pleasant View Drive; Tax Key: GTNV 111-985

Part of the NW NE, Section 11, Town 9 North, Range 20 East in the Village of Germantown, Washington County, Wisconsin. 10.1 Acres.

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

Dated this 22nd day of August 2017

Kathy Strebe, Deputy Village Clerk

To Be Published On: August 31st and September 7th, 2017

CONDITIONAL USE PERMIT

8/14/17 Plan Commission Meeting

Infinity Custom Builders / Janae Magnuson

Village Planner Report

Germantown, Wisconsin

Summary

Daniel Swinehart, Infinity Custom Builders, agent for Jane Magnuson, property owner of a 10.1-acre parcel, is requesting a Conditional Use Permit in order to construct a "mother-in-law suite" accessory dwelling unit as part of a planned addition to an existing single-family dwelling located at W148 N13468 Pleasant View Drive.

Property Location: W148 N13468 Pleasant View Drive

Property Owner/

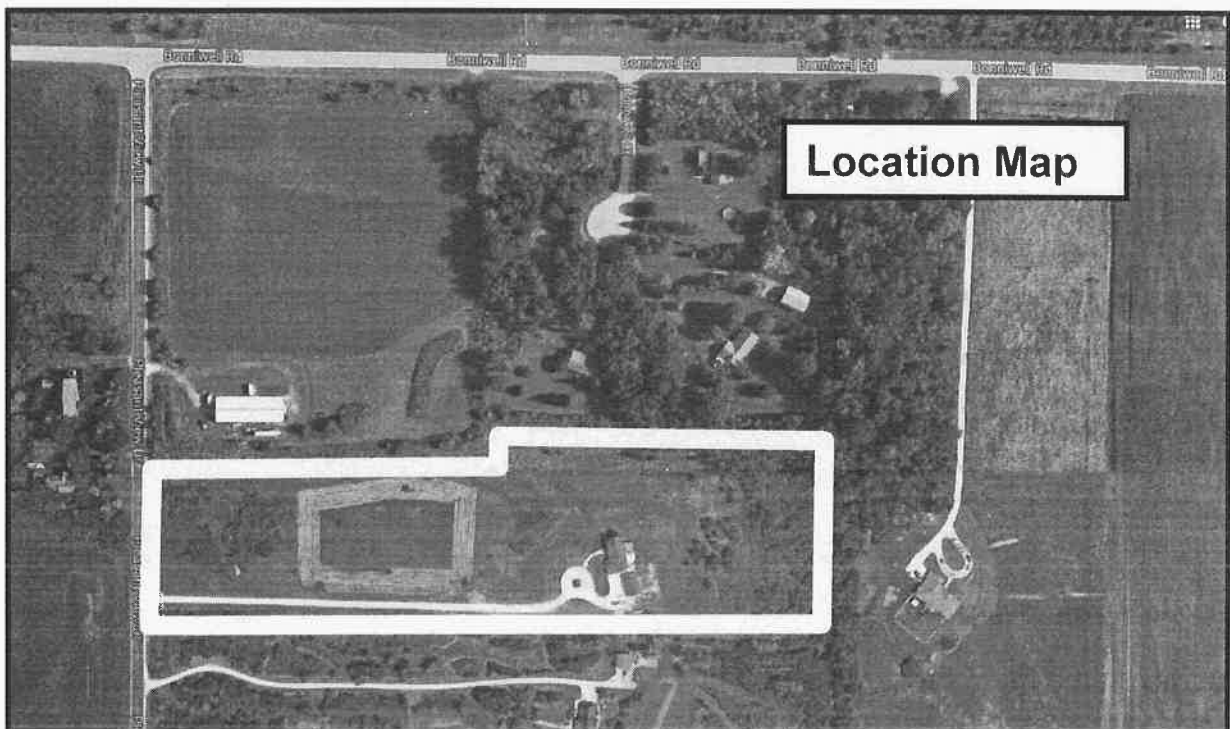
Applicant:

Daniel Swinehart
Infinity Custom Builders
627 Colwyn Bae
Wales, WI

Janae Magnuson
W148 N13468 Pleasant View Drive
Germantown, WI

Existing Zoning: A-2: Agricultural

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



Proposal

Daniel Swinehart, Infinity Custom Builders, agent for Jane Magnuson, property owner of a 10.1-acre parcel, is requesting a Conditional Use Permit in order to construct a "mother-in-law suite" (hereafter "MILS") accessory dwelling unit as part of a planned addition to an existing single-family dwelling located at W148 N13468 Pleasant View Drive

The existing dwelling is a two-story building with approximately 3,200 sqft prior to construction. Magnuson is proposing to construct a one-story addition onto the side of the existing dwelling that will also connect to an existing detached accessory garage that will be partially renovated into living space. A 268 sqft "breezeway" will be added between and attach the existing dwelling to the garage and MILS. The breezeway will be part of the primary dwelling, but shared space with the MILS. The primary entrance to both the primary dwelling and MILS will continue to be the main entry into the dwelling; however, secondary access to both the primary dwelling and MILS will be provided by the breezeway.

In addition to the breezeway, a one-story addition will be constructed that includes a living room, kitchen, bedroom, bathroom, laundry and utility room. The MILS is intended for occupancy by a Magnuson family member (mother).

The MILS will be approximately 1,172 sqft in total area and comprise 25 percent of the 4,640 sqft floor area of the entire dwelling (3,468 sqft primary dwelling area + 1,172 sqft MILS).

Staff Analysis

As provided in the Zoning Code, a single-family dwelling may include a "mother-in-law suite" as a separate and accessory dwelling unit provided it meets the minimum requirements established under Section 17.08(51a) therein:

DWELLING, SINGLE-FAMILY. (Am. Ord. #12-08) A detached building designed, arranged, used for and occupied by one family. A single-family dwelling may include a "mother-in-law suite" as provided for and defined herein subject to the granting of a conditional use permit by the Village Board.

MOTHER-IN-LAW SUITE. (Cr. Ord. #12-08) One or more rooms within the principal dwelling that are designed, arranged and occupied by one or more members of the same family occupying the principal dwelling provided that such rooms do not constitute a separate dwelling unit. Further, for purposes of this provision, and unless otherwise provided for as a condition of approval in a conditional use permit, a "mother-in-law suite" shall meet the following minimum requirements and limitations:

- a. The "mother-in-law suite" cannot have a separate entry arranged so as to be used as the principal and exclusive means of access to the "mother-in-law" suite;*
- b. The "mother-in-law suite" must share the main entry that provides the principal means of access to the principal dwelling;*
- c. The "mother-in-law suite" can have separate rooms within the single-family dwelling such as a living room, bedroom, bathroom, kitchen and laundry room but shall also have one or more rooms or areas that are shared in common with the*

principal dwelling;

- d. The "mother-in-law suite" cannot be used or occupied by a non-family member or for rental purposes;*
- e. The "mother-in-law suite" cannot be served by a separate electric, water or other utility connection or meter;*
- f. The "mother-in-law suite" cannot have a separate mailing address;*
- g. The owner of the single-family dwelling must live in the principal dwelling;*
- h. The "mother-in-law suite" cannot occupy more than 50% of the total dwelling unit floor area;*
- i. The principal dwelling cannot be constructed or modified such that the scale or appearance is different than a typical and customary dwelling or the single-family dwellings on surrounding properties;*
- j. Additional restrictions and/or limitations may be adopted as part of a conditional use permit granted by the Village Board.*

All of the minimum requirements listed above appear to be met by the proposed mother-in-law suite.

In addition to the requirement for ongoing compliance with the "mother-in-law" suite limitations and requirements, the owners should be required to notify the Village if/when use of the accessory dwelling changes or ceases to be used as a "mother-in-law" suite.

Village Planner Recommendation

APPROVE a conditional use permit for Janae Magnuson to allow a "mother-in-law suite" accessory dwelling as part of the single-family dwelling located at W148 N13468 Pleasant View Drive subject to the following conditions:

1. The MILS shall be constructed consistent with the building plans dated August 9, 2017, as presented to the Village Plan Commission and Board.
2. The MILS shall comply with the MILS requirements as defined in Section 17.08(51a) of the Zoning Code of an ongoing basis.
3. The property owner shall notify the Village Zoning Administrator if/when use of the lower level of the dwelling changes or ceases to be used as a "mother-in-law" suite.
4. The conditional use permit shall not be transferable to a subsequent owner unless said owner is a member of the Magnuson family.

Infinity Custom Builders, Agent for Janae Magnuson, Property Owner – W148 N13468 Pleasant View Drive. The application is for a Conditional Use Permit to construct a “mother-in-law” suite accessory dwelling unit as a part of a planned addition to an existing single-family dwelling on a 10.1-acre parcel. Planner Retzlaff summarized the proposal.

MOTION Baum second Shadid to Approve a conditional use permit for Janae Magnuson to allow a “mother-in-law” suite accessory dwelling as part of the single-family dwelling located at W148 N13468 Pleasant View Drive subject to the following conditions:

- 1. The MILS shall be constructed consistent with the building plans dated August 9, 2017, as presented to the Village Plan Commission and Board.***
- 2. The MILS shall comply with the MILS requirements as defined in Section 17.08(51a) of the Zoning Code on an ongoing basis.***
- 3. The property owner shall notify the Village Zoning Administrator if/when use of the lower level of the dwelling changes or ceases to be used as a “mother-in-law” suite.***
- 4. The conditional use permit shall not be transferable to a subsequent owner unless said owner is a member of the Magnuson family.***

MOTION carried unanimously.

ANNOUNCEMENTS: Planner Retzlaff reminded the Commission the next Plan Commission meeting is August 28th. Chairman Wolter said the ribbon cutting for the new Pickleball courts at Haupt Strasse Park is tomorrow at 6:00 p.m.

The next Plan Commission meeting is August 28, 2017.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:55 p.m.

Respectfully submitted,

Lori Johnson
Planning Assistant



RIGHT ELEVATION



REAR ELEVATION



PO Box 536
Fond du Lac, WI 53072
Phone (262) 844-5266
www.infinitybuilders.com



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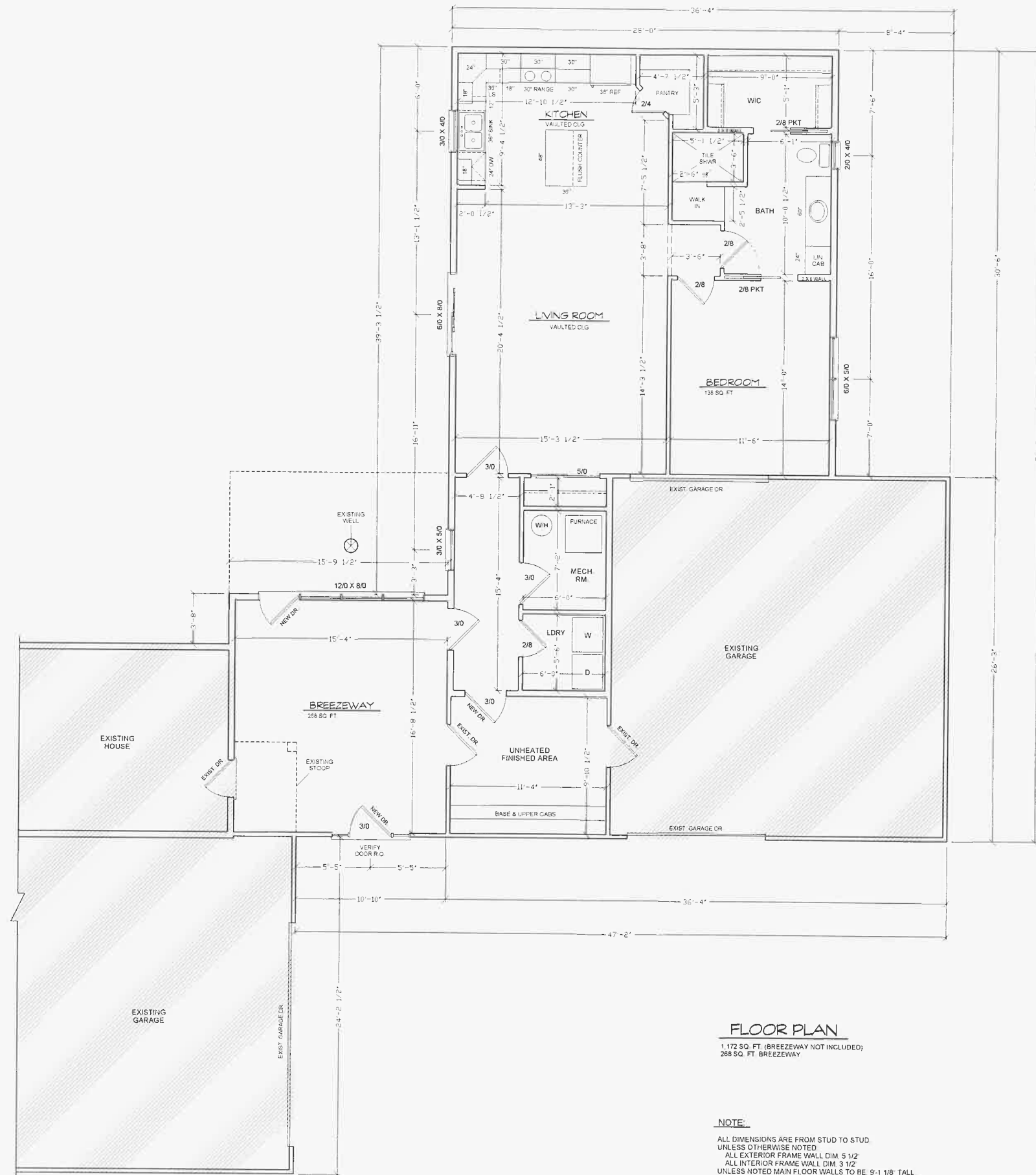
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TITLE: ELEVATIONS
DRAWN BY: FUCHS
DATE: 8/9/16
SCALE: 1/4" = 1'-0"

SQ. FEET: 1,172
PAGE #: 2 of 6

REVISIONS

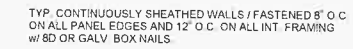
DATE	BY	DESCRIPTION

PLANS CURRENT
AS OF: 8/9/16

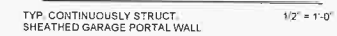


PLANS CURRENT
 AS OF: 8 / 9 / 16

INFINITY Custom Home Builders PO Box 536 Pewaukee, WI 53072 Phone (262) 844-8266 www.infinibuilders.com	STRAIGHTFORWARD DESIGN MADISON, WI (608) 212-2173	CLIENT: GERMENTOWN ADDITION				REVISIONS				DATE: _____ BY: _____		DATE: _____ BY: _____		DATE: _____ BY: _____		DATE: _____ BY: _____	
		TITLE: FLOOR PLAN DRAWN BY: FUCHS				SUBJECT: 1,172 PAGE: 4 of 6				DATE: 8/9/16 SCALE: 1/4" = 1'-0"		DATE: _____ SCALE: _____		DATE: _____ SCALE: _____		DATE: _____ SCALE: _____	

 $3/16'' = 1.9''$ 

TYP. CONTINUOUSLY STRUCT.
SHEATHED WALL $1' = 1'-0"$



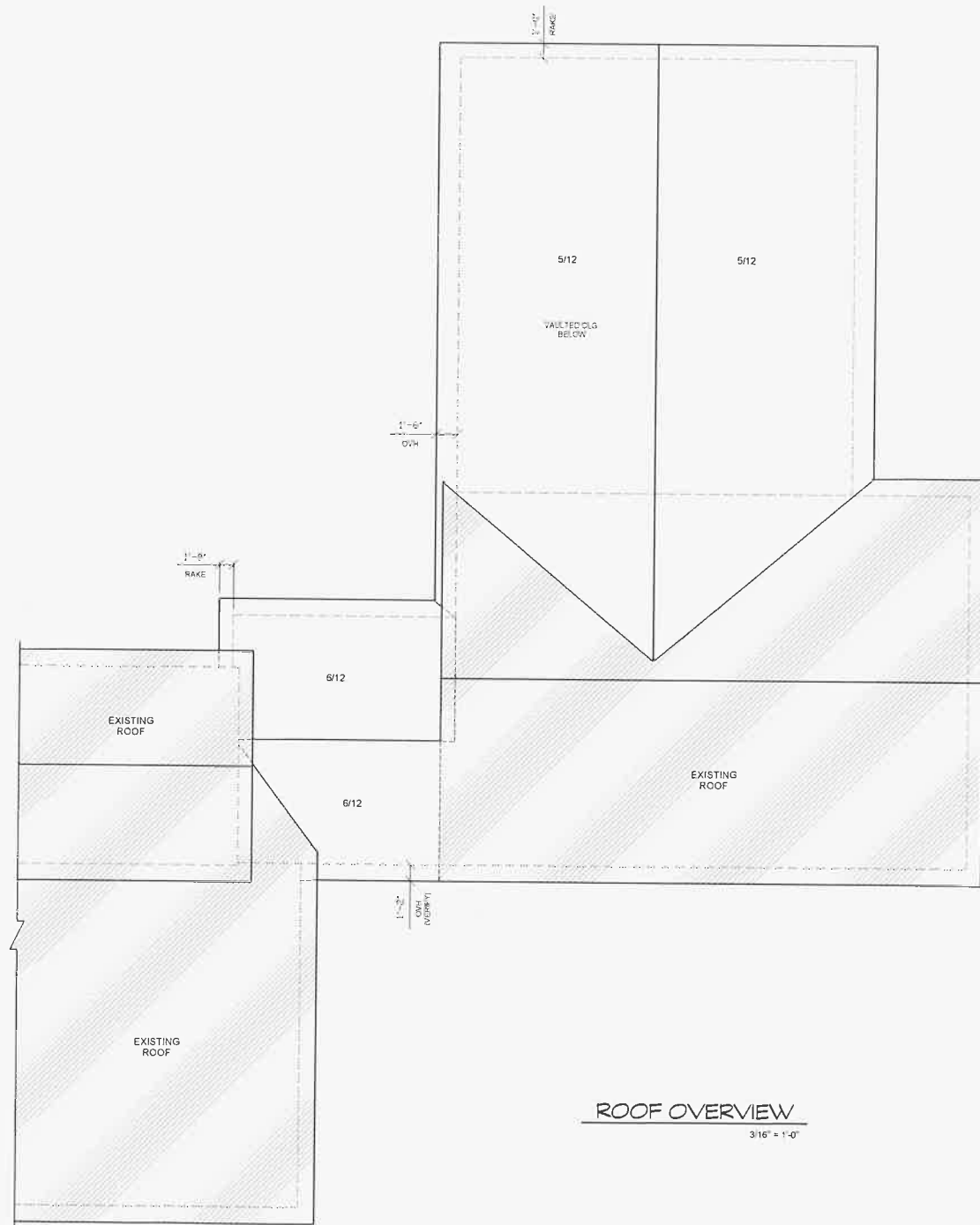
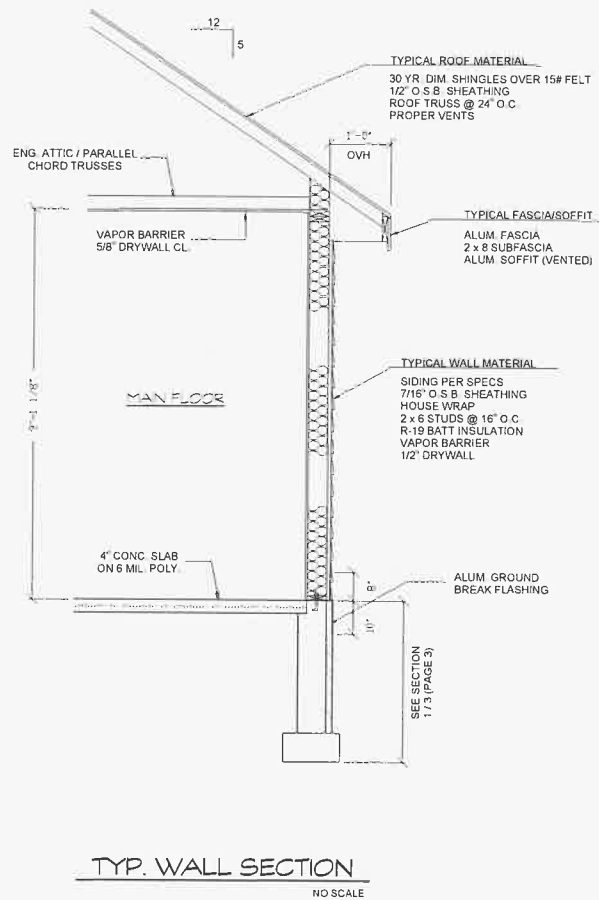
SECTION SHEATHING SECTION 'B'

7/16" STRUCT. SHEATHING PER SECTION APPLIED TO ENTIRE EXTERIOR.

7/16" STRUCT. SHEATHING PER SECTION APPLIED TO ENTIRE EXTERIOR.

PLANS CURRENT
AS OF: 8 / 9 / 16

 PO Box 538 Menasha, WI 53072 Phone (262) 844-8266 www.infinitybuilders.com	DESIGN/CONSTRUCTION SERVICES  STRAIGHTLINE DESIGN MADISON, WI (608) 272-2173	© Copyright 2016 Infinity Custom Homes, LLC These plans and specifications are and shall remain the sole and exclusive property of Infinity Custom Homes, LLC, including all rights of copyright, patent, trademark, and other proprietary trade secrets, and other proprietary information. The plans and specifications shall not be reproduced, disseminated, adapted, modified, or otherwise used without the written permission of Infinity Custom Homes, LLC.				CLIENT: GERMANTOWN ADDITION				REVISIONS			
		TITLE:		DATE:		SQ. FEET:		DATE:		DATE:		DESCRIPTION:	
		PRINT #:		18K ARCH/01		8,19 / 16		N/A		DATE:		DESCRIPTION:	
		FUCHS		NOTED		5 of 6		DATE:		DESCRIPTION:		DATE:	



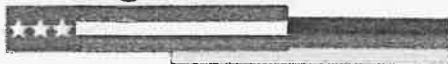
PLANS CURRENT
AS OF: 8 / 9 / 16

 PO Box 536 Pewaukee, WI 53072 Phone (262) 844-8266 www.infinitebuilders.com	DRAFTING SERVICES:  STRATEGIC DESIGN MADISON, WI (608) 212-2173	© Copyright 2016 Infinity Custom Homes, LLC These plans and specifications are and shall remain the sole property of Infinity Custom Homes, LLC. No part of this drawing but not limited to the ownership of all copyrights, trademarks, and/or other proprietary information. The plans and specifications, and/or other proprietary information, shall not be used for any other project without the written permission of Infinity Custom Homes, LLC.	CLIENT: GERMANTOWN ADDITION	REVISIONS	
		TITLE: SECTION / ROOF OVERVIEW	DATE: 8 / 9 / 16	SQ. FEET: N/A	DESCRIPTION:
		PRINT #: FUCHS	SCALE: NOTED	PAGE #: 6 of 6	APPROVED:

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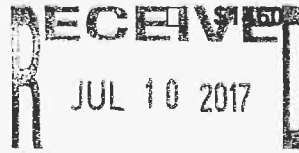
Village of



(!§£rmattla£tm

Willkommen

Fee must accompany application



Paid

Date

7-10-17

BY:

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

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

1 APPLICANT OR AGENT

Infinity Custom Builders

627 Colwyn Bae

Wales WI 53183

Dan Swinehart

Phone (262) 844 8266

Fax (888) 774 4542

E-Mail dan@infinbuilders.com

PROPERTY OWNER

Janae Magnuson

W148 N13468 Pleasant View Dr

Germantown WI 53022

Phone (920) 217 8690

TO WHOM SHOULD THE PERMIT BE ISSUED?

Janae Magnuson

PROPERTY ADDRESS

W148 N13468 Pleasant View Dr

TAX KEY NUMBER

0 DESCRIPTION OF EXISTING OPERATION

Briefly describe the use as it exists today, including use, size, number of employees, hours of operation, etc. If this permit involves new construction, describe the current status of the property, e.g. "vacant." Use additional pages as necessary.

Constructing a new addition to the home to consist of a mother inlaw suite. Using the same entrance as the main home. Not exceeding half the size of the existng first floor.

0 DESCRIPTION OF PROPOSED OPERATION

Write the name of the proposed conditional use exactly as it appears in the Municipal Code.

Mother-inlaw-suite cr ord # 12-08

Describe the proposed use, including size, number of employees, hours of operation and extent of any new construction/alterations.

Full time use as a mother inlaw suite

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY — REQUIRED

©

Attach pages as necessary.

a part of the nw 1/4 of the ne 1/4 of section 11. T.9N ... R20E
Village of Germantown Washington County Wisconsin

SUPPORTING DOCUMENTATION:

○

- ☐ Site plan and elevations for new construction (can be conceptual)
- ☐ Photos of existing use and/or proposed use operating elsewhere

☐

☐

READ AND INITIAL THE FOLLOWING:

○

_____ I understand that the Village is under no obligation to issue a Conditional Use Permit and will do so only if the applicant successfully demonstrates that the proposed use is harmonious with the neighborhood and the long range goals of the Village.

_____ I will notify the Village if any aspect of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.

_____ I understand that a Conditional Use Permit is valid only if the conditions and restrictions of the permit are met. I understand that failure to comply with any aspect of the permit may result in revocation.

SIGNATURES — ALL APPLICATIONS MUST BE SIGNED BY OWNER!

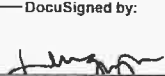
○


Applicant

7/8/17

Date

DocuSigned by:


Owner 1E6BEEC8842347B...

7/8/17

Date

LEGEND

- CAST IRON MON. W/ BRASS CAP FND.
- 1" IRON PIPE FOUND
- 1" DIA. IRON PIPE SET, 18" LONG
- WELL
- 24" CONCRETE LID
- NATURAL GAS TANK

PLAT OF SURVEY

BEING A PART OF THE NW. 1/4 OF THE NE 1/4 OF SECTION 11, T.9N., R.20E.,
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

LAND MARK

ENGINEERING SCIENCES, INC.

119 COOLIDGE AVE., SUITE 100
WAUKESHA, WI 53186
(414) 719-2769

SURVEYOR:
MARK AUGUSTINE, PLS

SURVEY FOR:
MAGNUMSON

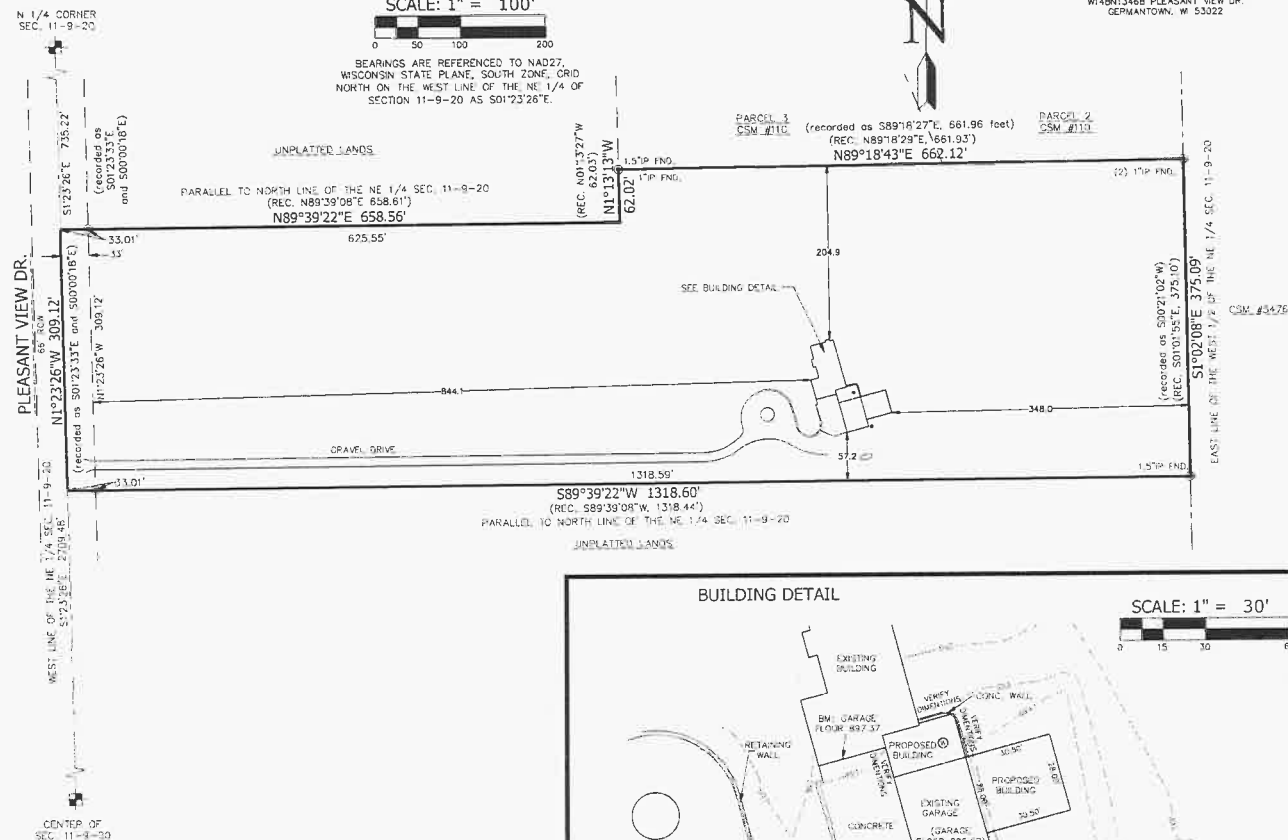
PROPERTY:
W148N1346B PLEASANT VIEW DR.
GERMANTOWN, W 53022

LEGAL DESCRIPTION

Part of the NW 1/4 of the NE 1/4 of Section 11, T9N R20E, Village of Germantown, Washington County, Wisconsin, described as follows:
Commencing at the NW corner of the said NE 1/4, thence S01°23'26"E, 735.22 feet along the West line of said NE 1/4 and the centerline of Pleasant View Drive, (recorded as S01°23'33"E and S01°00'18"E) to the point of beginning; thence N89°39'08"E, 658.61 feet, parallel to the North line of said NE 1/4; thence N01°13'27"W, 62.03 feet; thence N89°18'29"E, 661.93 feet, along the south line of Certified Survey Map No. 110, to the East line of the W 1/2 of said NE 1/4, (recorded as S89°18'27"E, 661.96 feet); thence S01°01'55"E, 375.10 feet along said East line, (recorded as S00°21'02"W); thence S89°39'08"W, 1318.44 feet, parallel to the North line of said NE 1/4; thence N01°23'26"W, 309.12 feet along said West line and said centerline, (recorded as S01°23'33"E and S00°00'18"E) to the point of beginning. Said parcel contains 10.334 acres of gross area and 10.100 acres net of a 33.00 foot right-of-way.

SCALE: 1" = 100'

BEARINGS ARE REFERENCED TO NAD27,
WISCONSIN STATE PLANE, SOUTH ZONE, GRID
NORTH ON THE WEST LINE OF THE NE 1/4 OF
SECTION 11-9-20 AS S01°23'26"E.



NOTES:

- EASEMENTS, IF ANY, ARE NOT SHOWN.
- THE SURVEYOR TAKES NO RESPONSIBILITY FOR ANY UNDERGROUND STRUCTURES OR BURIED MATERIALS SUCH AS FOUNDATIONS, WELLS, SEPTIC, HOLDING TANKS, UTILITIES, HAZARDOUS MATERIALS, OR ANY OTHER ITEMS OF WHICH NO EVIDENCE CAN BE FOUND ON THE SURFACE BY A VISUAL INSPECTION.
- FIELD WORK COMPLETED APRIL 4, 2017.
- THE PURPOSE OF THIS SURVEY IS FOR AN ADDITION.
- ARCHITECTURAL PLANS PER INFINITY CUSTOM HOMES DATED 8-6-2016.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND, IN MY PROFESSIONAL OPINION, THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THIS SURVEY IS MADE FOR THE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF.

WAIVER:

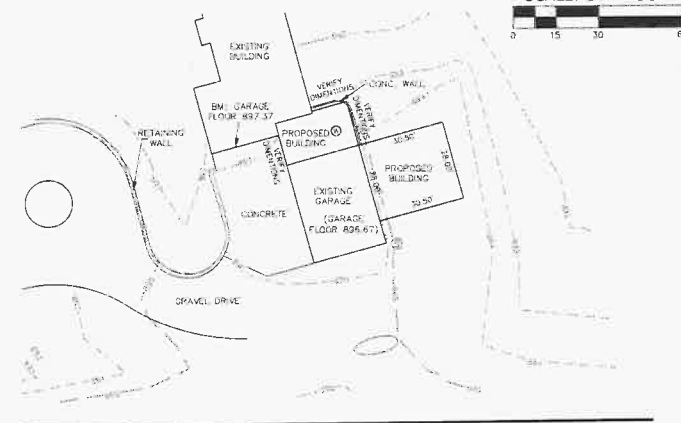
IN ACCORDANCE WITH ALL 701.29(3) OF WISCONSIN ADMINISTRATIVE CODE, THE MISSING LOT CORNER MEASUREMENTS WERE NOT RESET AT THIS TIME AS AGREED BY PROFESSIONAL LAND SURVEYOR AND CLIENT.

CLIENT: _____ DATE: _____

PROJECT #2497.00

BUILDING DETAIL

SCALE: 1" = 30'



VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN
CONDITIONAL USE ZONING PERMIT

Whereas the Applicants:

Janae Magnuson & Leslie Anderson, Property Owners,

agree to comply with applicable Codes and Ordinances of the Village of Germantown, Wisconsin, and further agrees that all work done pursuant to the permission granted herewith will conform with the applications and drawings filed with and approvals granted by officials of the Village for the purpose of obtaining this permit.

Now, therefore, this permit is issued to the Applicants to permit the construction and use of a “mother-in-law suite” from the property located at W148 N13468 Pleasant View Drive pursuant to Section 17.08(51a) of the Village Zoning Code.

Name & Return Address:

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

Parcel Identification No:

GTVN111-985

On the following described property located in the Village of Germantown, Washington County, Wisconsin:

Part of the NW NE, Section 11, Town 9 North, Range 20 East in the Village of Germantown, Washington County, Wisconsin. 10.1 Acres.

Tax Key No: 111-985

Address: W148 N13468 Pleasant View Drive

Pursuant to the following condition(s):

1. The MILS shall be constructed consistent with the building plans dated August 9, 2017, as presented to the Village Plan Commission and Board.
2. The MILS shall comply with the MILS requirements as defined in Section 17.08(51a) of the Zoning Code on an ongoing basis.
3. The property owner shall notify the Village Zoning Administrator if/when the use of the dwelling changes or ceases to be used as a “mother-in-law” suite.
4. The conditional use permit shall not be transferable to a subsequent owner unless said owner is a member of the Magnuson family.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin
on the _____ day of _____, 2017.

ATTEST:

Dean Wolter, Village President

Kathy Strebe, Deputy Clerk

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

Personally came before me this _____ day of _____, 2017, the above
named Dean Wolter, Village President, and Kathy Strebe, Deputy Clerk, to me known to be
the persons who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

ACCEPTANCE OF TERMS AND CONDITIONS BY PROPERTY OWNER

I hereby accept the terms and conditions set forth in this Permit, and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2017

Janae Magnuson, Property Owner

STATE OF WISCONSIN) SS
_____) COUNTY)

Personally came before me this ____ day of _____, 2017, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

ACCEPTANCE OF TERMS AND CONDITIONS BY PROPERTY OWNER

I hereby accept the terms and conditions set forth in this Permit, and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2017

Leslie Anderson, Property Owner

STATE OF WISCONSIN) SS
_____) COUNTY)

Personally came before me this ____ day of _____, 2017, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

(type or print name of Notary on this line)

(signature of Notary on this line)

Notary Public, State of Wisconsin
My Commission Expires: _____

This instrument was drafted by:
Jeffrey W. Retzlaff, AICP
Community Development Director/Zoning Administrator
Village of Germantown, Wisconsin

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

MEETING DATE: September 18, 2017

AGENDA ITEM: New Business

ITEM TITLE: Dennis Myers, Agent for Old Farm Subdivision; Request for Permission to Install a Replacement Monument Sign Located on Village Property and Maintenance Agreement Approval (intersection of Donges Bay Road @ Division Road)

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

SUMMARY EXPLANATION:

The Old Farm Subdivision is comprised of 295 single-family lots platted from 1975 through 1981. Outlot 1 contains an 80-100' wide drainage swale adjacent to Division Road from Donges Bay Road north to Old Farm Road (see attached Exhibit 1). According to recorded historical documents, Outlot 1 was conveyed to the Village in 1976. After residential development commenced, a permanent subdivision identification or monument sign was installed in Outlot 1 near the intersection of Donges Bay Road @ Division Road. That sign was removed sometime in the last few years due to lack of maintenance. In cooperation with owners in the Old Farm subdivision, Myers has restored and refurbished a similar sign and is requesting approval from the Village to install (re-install) the sign in the original location in Outlot 1. The monument sign is a 4' x 8' (32 sqft) post & panel sign (non-illuminated) mounted on 6"x 8' cedar posts that will be installed at a height of 5'-6' above grade in the pre-existing sign location.

Both the Plan Commission and Public Works Committee have considered the request and have referred final action to the Village Board. PC also recommended approval subject to two (2) conditions as noted below.

ATTACHMENTS:

- ◆ 8/14/17 Staff Report
- ◆ 8/14/17 Plan Commission Meeting Minutes
- ◆ Draft Maintenance Agreement
- ◆ 9/12/17 PW Committee Action Summary

PLAN COMMISSION RECOMMENDATIONS:

APPROVE the proposed monument sign for the Old Farm Subdivision subject to two (2) conditions:

1. The proposed monument sign location is on Village owned property and shall be approved by the Village Board or appropriate Committee prior to installation.
2. Prior to installation, a written agreement assigning maintenance responsibility for the sign and associated landscaping shall be made between the Village and entity and/or person(s) accepting said responsibility on behalf of the Old Farm subdivision property owners.

[illegible]

Janice Wick

To: Kathy Strebe
Subject: Public Works Items for the September 18, 2017 Village Board Meeting

CONSENT AGENDA:

AUTHORIZATION TO PAY INVOICE – WELL #11 PLC REPAIR:

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation authorizing the payment of two invoices in the amounts of \$13,629.98 (Starnet Technologies) and \$14,618.99 (Ruekert & Mielke) for the emergency repair and replacement of the programmable logic controllers at Well #11 with all costs covered by Village Insurance minus the Insurance deductible of \$1,000. Funds to be allocated from Acct. #'s 50-712-530-6170 and 50-712-530-6110.
Motion carried unanimously.

AUTHORIZATION TO PAY INVOICE – STARNET TECHNOLOGIES: -

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation authorizing the payment of \$12,025.00 to Starnet Technologies for the emergency repair of the Variable Frequency Drive for pump #3 at the Main Street Lift Station. Funds to be allocated from Acct. #60-18-184-3230.
Motion carried unanimously.

NEW BUSINESS:

DISCUSSION/RECOMMENDATION – OLD FARM SUBDIVISION MONUMENT SIGN:

MOTION made by Zabel, seconded by Kaminski to go forward to the Village Board, the Old Farm Subdivision Maintenance Agreement for action.
Motion carried 3-1 (Warren)

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: September 12, 2017

AGENDA ITEM: New Business **E**

ITEM TITLE: Discussion/Recommendation Regarding – Old Farm
Subdivision Monument Sign

SUBMITTED BY: Lawrence Ratayczak, P.E.- Director of Public Works

SUMMARY EXPLANATION:

Trustee Myers as agent for the property owners in the Old Farm Subdivision is requesting approval for a replacement monument sign for the residential subdivision located at the intersection of Donges Bay Road and Division Road. The sign will be located on Village property. Please refer to the attached Plan Commission information for additional data. Plan Commission is suggesting that a maintenance agreement be executed.

Since the proposed monument sign would be located in public right of way staff is bringing this issue to the PWHC for discussion and recommendation.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

- Documents from Plan Commission

RECOMMENDATION:

Staff is looking to the public Works and Highway Committee for a recommendation and to pass this item onto the Village Board for a final decision.

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.

SIGN PERMIT REVIEW

8/14/17 Plan Commission Meeting

Dennis Myers / Old Farm Subdivision

Village Planner Report

Germantown, Wisconsin

Summary

Dennis Myers, Village Trustee and agent for property owners in the Old Farm Subdivision, is requesting approval for a replacement monument sign for the residential subdivision to be located at the intersection of Donges Bay Road @ Division Road.

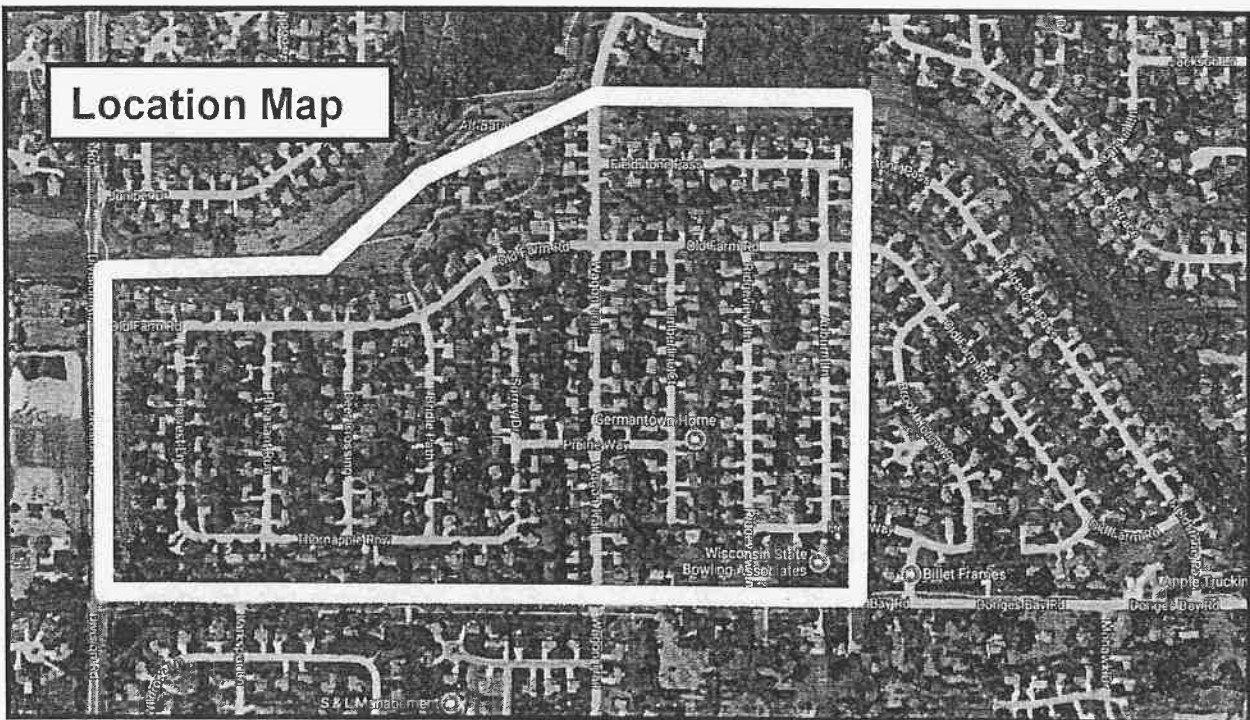
Property Location: Old Farm Subdivision

Applicant/

Property Owner: Dennis Myers, Village Trustee, District 3

Current Zoning: Rs-4/5/6/7: Single-Family

Adjacent Land Uses		Zoning
North	Residential	Rs-4/5/6/7
South	Residential	Rs-4/5/6/7
East	Residential	Rs-4/5/6/7
West	Residential	Rs-4/5/6/7



Background/Proposal

The Old Farm Subdivision (including Annex # 1 and Annex #2) is comprised of 295 single-family lots platted from 1975 through 1981. Outlot 1 is an 80-100' wide drainageway adjacent to Division Road from Donges Bay Road north to Old Farm Road (see attached Exhibit 1). According to recorded historical documents, Outlot 1 was one of three outlots conveyed to the Village in 1976. After residential development commenced, a permanent subdivision identification or monument sign was installed in Outlot 1 near the intersection of Donges Bay Road @ Division Road. That sign, which is the same or very similar to the monument sign proposed by Trustee Myers, was eventually removed sometime in the last few years due to lack of maintenance. According to Trustee Myers, he was contacted and encouraged by a number of Old Farm property owners to refurbish a similar monument sign located in a different location along Donges Bay Road and relocate it to the original sign location at the Donges Bay Road intersection. Myers has restored and refurbished the proposed monument sign and is requesting approval from the Village to install (re-install) the sign in the original location in Outlot 1.

As shown in the color photo, the monument sign is a 4' x 8' (32 sqft) post & panel sign (non-illuminated) mounted on 6"x 8' cedar posts that will be installed at a height of 5'-6' above grade in the pre-existing sign location with additional shrubs on either side (two 15" Dark Horse Weigela provided by David J. Frank Landscaping).

Staff Comments

The proposed monument sign location is on Village-owned property and, therefore, will require final approval prior to installation. Also, as is required under Section 17.46(6) of the Zoning Code sign regulations, a permanent subdivision sign may be installed in Village right-of-way provided there is a *"...written agreement... which places all maintenance responsibility on the developer(s) or owner(s) and exempts the Village from all maintenance responsibilities"*. In this case, installation of the sign is proposed by Dennis Myers on behalf of the Old Farm Subdivision and those property owners who have supported him in this endeavor and not a legal entity such as a Homeowners Association. To that end, staff recommends that a maintenance agreement deemed acceptable to both the Village, Myers and the property owners be required prior to installation of the sign.

The proposed monument sign will be located in the same location as the previous monument sign. The installation site has some existing landscaping, e.g. deciduous trees, which have grown tall over the years and will serve as a suitable setting for the new sign along with the supplemental landscaping. Additional landscaping may be warranted around the sign base as determined by the Plan Commission.

Village Planner Recommendation

APPROVE the proposed monument sign for the Old Farm Subdivision as proposed subject to the following conditions:

1. The proposed monument sign location is on Village-owned property and shall be approved by the Village Board or appropriate Committee prior to installation.
2. Prior to installation, a written agreement assigning maintenance responsibility for the sign and associated landscaping shall be made between the Village and entity and/or person(s) accepting said responsibility on behalf of the Old Farm subdivision property owners.

MOTION Baum second Gray to Approve the proposed monument sign for the Willow Creek Business Park located on Appleton Avenue subject to the following conditions:

1. **A separate electrical permit shall be obtained from Inspection Services prior to installation.**

There was some concern the proposed landscaping would grow over the Business Park lettering. Planner Retzlaff said there wasn't a grading plan that shows the landscaping, but the intention is to create a mound and the slab would be at the peak. Commissioner Gray said the lowest size juniper should be used.

MOTION to Amend Baum second Gray to add Condition #2 that the juniper not be taller than 6 to 12 inches when fully mature.

MOTION to Amend carried unanimously.

Planner Retzlaff said the Village will maintain the sign and landscaping.

MOTION carried unanimously.



Dennis Myers for Old Farm Subdivision – Donges Bay and Division Roads. Trustee Myers as agent for the property owners in the Old Farm Subdivision is requesting approval for a replacement monument sign for the residential subdivision to be located at the intersection of Donges Bay Road and Division Road. Planner Retzlaff summarized the proposal.

MOTION Baum second Nilles to Approve the proposed monument sign for the Old Farm Subdivision as proposed subject to the following conditions:

1. **The proposed monument sign location is on Village owned property and shall be approved by the Village Board or appropriate Committee prior to installation.**
2. **Prior to installation, a written agreement assigning maintenance responsibility for the sign and associated landscaping shall be made between the Village and entity and/or person(s) accepting said responsibility on behalf of the Old Farm subdivision property owners.**

Discussion followed. Trustee Baum commented that the sign may blow over if the posts are only 2 feet underground. He asked if the applicants are aware that if they don't maintain the sign the Village can come and take it out. Planner Retzlaff said there hasn't been sufficient time to identify a subdivision group. Trustee Dennis Myers explained he will be the sole owner of the sign and on the advice of the Village Attorney has acquired signatures from property owners who are in support of replacing the sign. Trustee Myers confirmed the posts would be installed 2 feet underground with supports. Commissioner Nilles was in favor of replacing the sign but questioned who will sign the maintenance agreement and how it will be enforced. Planner Retzlaff explained this is a unique situation and there are no historical records on whether there was an association. Chairman Wolter mentioned several subdivisions that have successful associations where someone collects fees and maintains them for maintenance purposes. He said if the sign goes into disrepair or starts to fall apart it will be taken down by the Village. There wasn't an association with the previous sign and the Village removed it when it fell in disrepair. Trustee Myers explained that a sign was already there and he is just replacing it.

MOTION carried unanimously.

Village of


Germantown

Fee must accompany application

\$275 Sign Review Fee

\$ 75 Sign Face Replacement

Paid \$ Date 5-31-17

SIGN REVIEW APPLICATION

Pursuant to Section 17.46 of the Municipal Code

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

1	APPLICANT OR AGENT <u>DENNIS MYERS</u> _____ _____ _____ Phone (262) <u>853-8214</u> Fax () _____ E-Mail <u>MYERS D A. WILR.COM</u>	PROPERTY OWNER <u>SAME</u> _____ _____ _____ Phone (262) <u>853-8214</u> _____ _____ E-Mail _____
2	PROPERTY ADDRESS OR GENERAL LOCATION <u>NORTH EAST CORNER OF DOLGES BAY RD</u> <u>AND DIVISION</u>	
3	SIGN INFORMATION Sign Dimensions <u>8'</u> height x <u>9'</u> width Single/Multi Tenant (circle one) Number of Sides <u>1</u> Building Frontage SF _____ Total Square Footage of Sign (include all sides) _____ Total height of the Sign <u>8' 5' (IN THE GROUND)</u> Is the Sign to be illuminated _____ yes <u>X</u> no Type of Sign Construction Materials <u>WOOD</u> Distance to Closest Property Line _____	

Are there any existing signs on the property NO

If yes, what is the total Square Footage of existing signs _____

What are the intentions for the existing signs: Take down _____ Remain (NA)

4 SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Dennis Myers
Applicant Date

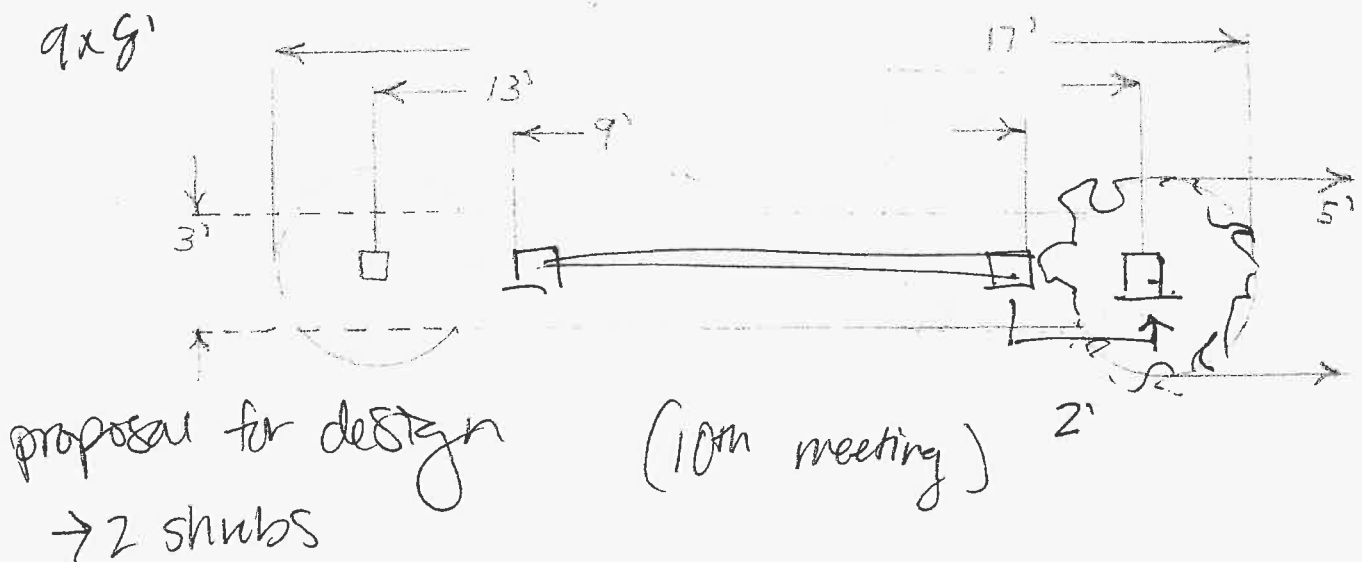
Dennis Myers
Owner Date

THINK FIVE OF SIX
THINK SEVEN OF SEVEN
THINK EIGHT OF EIGHT
THINK NINE OF NINE
THINK TEN OF TEN



THINK FIVE OF SIX
THINK SEVEN OF SEVEN
THINK EIGHT OF EIGHT
THINK NINE OF NINE
THINK TEN OF TEN

10/10/17



Subject: Pic
 Email: shawnc@comcast.net
 Date: 6/27/2017 11:20 AM
 No. of pages: 1 of 1

Get the most out of your photos with the
 100% free photo editor.



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100%



Grow Beautifully



Dark Horse Weigela

Weigela florida 'Dark Horse'
Plant Patent #14,381

Item #7639 USDA Hardiness Zone: 4 - 8



Availability

[Buy Online Now](#)

[Check Selected Retailers](#)

[Add to Favorites](#)



Plant Description

Dark bronze foliage with lime green venation combines with purplish pink tubular flowers to make a dramatic statement in the landscape. Neat, compact habit is easy to maintain. Perfect for an accent or shrub border. Deciduous.

Overview

Light Needs:



Full sun

Watering Needs:



Needs regular watering - weekly, or more often in extreme heat.

Average Landscape Size:



Low, spreading shrub to 3 ft. tall and wide.

Key Feature:



Dramatic Foliage Color

Blooms:



Spring

Landscape Uses:



Border , Container ,
Firescaping/Fire Wise ,
Hedge , Mass Planting ,
Urban Garden

July 6, 2017

ATTN: Dennis Myers
Village of Germantown



David J. Frank
Landscape Contracting, Inc.

Dear Dennis,

I am pleased to provide you, and the Village of Germantown, with the following proposal for landscape design services. All materials involved in this proposal are subject to all applicable Wisconsin sales tax.



Sign Planting\$89.30

(2) 15" Dark Horse Weigela to be furnished by DJFLCI and planted by client 2' out from post of newly installed sign in order to enhance the visually quality of the sign area.

One copy of this signed contract for the purchasing of plant material must be returned and one copy may be retained for your records. A total payment will be due at the time the client picks up plant material from the DJFLCI nursery. Due to the unusual nature of the plant material being installed by the client and not by DJFLCI there will be no warranty granted for the plant material. Installation and care should be provided by the client in this particular circumstance.

Thank you for the opportunity to provide a bid on this project. I am confident in our ability to provide the highest quality plant material for your project.

I am available at emilys@davidjfrank.com or in the office by phone: 262.250.4888

Sincerely,

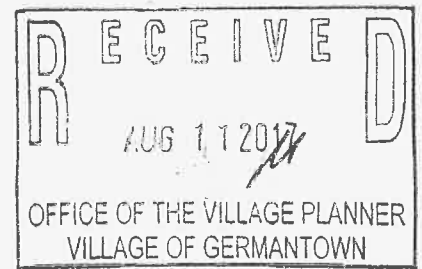
A handwritten signature in cursive script that reads "Emily Schoenrock".

Emily Schoenrock
Landscape Architect Assistant

Client Acceptance

Date

OLD FARM SIGN PROPOSAL
ADDITIONAL INFORMATION



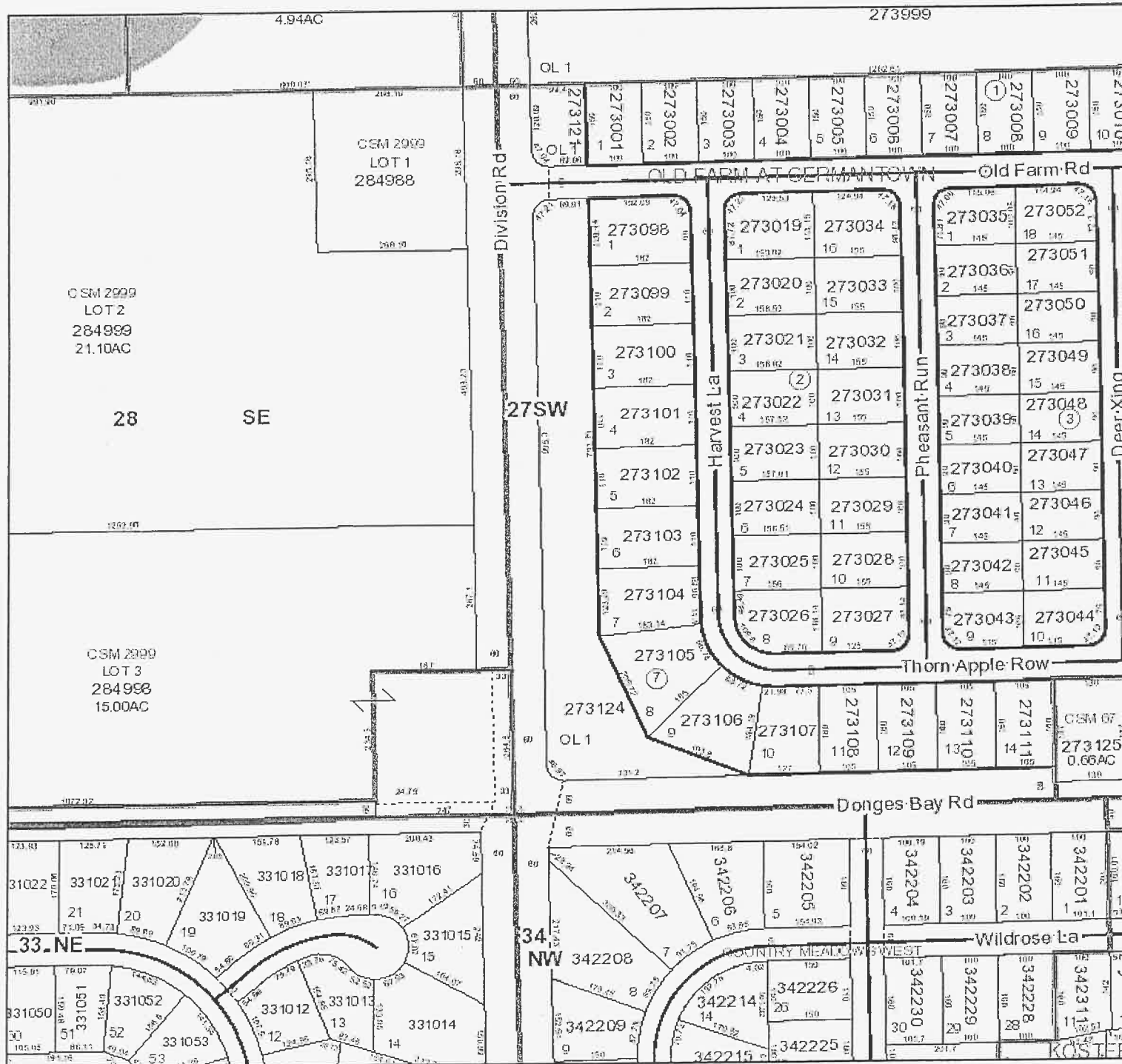
July 1, 2017

PETITION

The below signed names are long time residences of Old Farm Subdivision who are looking forward to having one of their original signs be put back at the location of Division Road and Donges Bay Road.

<u>Name</u>	<u>Address</u>	<u>Date</u>
Ireta Hutchison	W165 N10689 Wagon Trail	7/1/17
Michael J. Hutchison	W165 N10689 WAGON TRAIL	7/5/17
Kathleen Gross	N106 W16608 Old Farm	7/5/17
Cole Fenske	N105 W17026 Old Farm	7/5/17
Joanne M. Fenske	N105 W17026 Old Farm	7/5/17
Steve Weber	W171 N10539 HARVEST LN	7-5-17
Maria Weber	W171 N10539 HARVEST LN	7/5/17
Henry Wick	W171 N10403 HARVEST LN	7/5/17
Mary Ann Wick	W171 N10403 HARVEST LANE	7-5-17
David All Dunn	N104 W17037 THORNAPPLE ROW	7-5-17
Janet K. Dunn	N104 W17037 Thornapple Row	7-5-17
Suzanne Hensley	N104 W17019 Thornapple Row	7/5/17
Joe Hensley	N104 W17019 THORNAPPLE	7/5/17
John Owen	W165 N10643 WAGON TRAIL	7/5/17
Mary d'Amas	W166 N10419 Surrey Dr 255-5496	7/8/17
Paul d'Amas	W166 N10419 Surrey DR	7/8/17
Mary Hersh	W166 N10435 Surrey Dr	7/8/17
Diane Lamberson	W166 N10440 Surrey Dr	7/7/17
Ann Krueger	W166 N10424 Surrey Dr 265-0428	7/7/17
Joe Krueger	W166 N10440 Surrey 262-2555592	7-7-17
Patricia Schmid	N104 W17025 Thornapple Row	7-7-17
Shirley Das	W167 N10436 Bridle Path	7-7-17
Sonnie Lemanczyk	W167 N10438 Bridle Path	7-7-17

Washington County, WI



Legend

- Eisenbahn State Trail
- State Owned
- Parcel
- Tax Parcel TaxKey
- Tax Parcel Dimension
- Tax Parcel Acreage
- Parcels to be Retired
- Plat
- Plat Name
- Block
- Block Number
- Lot
- Lot Number
- Right-of-Way
- Right-of-Way Dimension
- Label Leader Line
- Landhook
- Meander Line
- Parcel Note
- PLSS Government Lot
- PLSS Government LotText
- PLSS Monument
- PLSS Section
- PLSS Quarter Section
- Tax Parcel Annotation-West Bend
- City Address Text
- Reserved Address Text
- Town Address Text
- Block Number Text
- Condominium Name Text

0 100 200 300ft

CSM Number Text

DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

Municipality Name Text

Parcel Area Text

Parcel

Parcel

Private

Right-of-way Dimension Text

Right-of-way Name Text

Subdivision Lot Number Text

Washington County, Wisconsin

Author:

Date Printed:

05/31/17 4:3 PM

Source:

Abstract & Title Company

410 Hawthorn Drive West Bend, WI 53095

Phone (262) 334-9142

REPORT OF CONVEYANCES

For: Dennis Myers
N115 W20309 Woodland Drive
Germantown, WI 53022

Letter Report No. LR2017 01084

Final

Dated 7/17/2017

Referral # LR 5401

We have examined the records relative to the premises described in Schedule A below, and find that as of the date of report, record title to said premises appears in:

Village of Germantown, Wisconsin

Subject to the encumbrances and other matters as hereinafter set forth.

SCHEDULE A

Description of property situated in County of Washington, State of Wisconsin.

Outlot One (1) of Block Seven (7) in OLD FARM AT GERMANTOWN, Being a Subdivision of part of the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 27, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

(Tax Key No. GTNV_273124).

Info. Note: Division Road, Germantown, Wisconsin 53022.

Abstract & Title Company



Brian L. Ogle

SCHEDULE B

1. Encumbrances:

None.

2. Taxes:

None.

We did not search bankruptcy proceedings for the above-named parties.

Special assessments, if any, are not included in this report.

Easements and restrictions of record are not included in this report.

The liability for this report will not exceed the consideration paid therefor, and it is not purported to carry the liability of a title policy commitment.

Effective Date July 7, 2017 at 8:00 AM

DOCUMENT NO.

379228

RE 623 PAGE 502

STATE BAR OF WISCONSIN - FORM 1
WISCONSIN 1979 111:611
THIS SPACE RESERVED FOR RECORDING DATA

This Deed, made between Armbruster Builders, Inc.
A Wisconsin Corporation; Robert A. Armbruster, President;
Patricia Armbruster, Sec'y., Treas.

Grantor
and Village of Germantown, Wisconsin
Grantee.

Witnesseth, That the said Co now for a valuable consideration.

conveys to Grantee the following described real estate in Washington County,
State of Wisconsin:

RETURN TO W. 2049
Lakeview Twp. P.O. Box 100
Wash. Co. Wis. 53090

Tax Key #
This is Not homestead property.

Outlots 1, 2 and 3 in Old Farm at Germantown, being a subdivision of part of the
Northeast 1/4; Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 27,
Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

Tax Key Numbers: T.5-731-121
T.5-731-122
T.5-731-123

TRANSFER
\$ 22.25 (2)
FEB EXEMPT

Together with all and singular the incidents and appurtenances thereto in any wise appertaining:
And Robert A. Armbruster, President; Patricia Armbruster, Sec'y., Treas.
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except existing municipal
zoning ordinances and easements and restrictions of record.

and will warrant and defend the same.

Executed at Kenosha, Falls this 4TH day of October, 1976.

SIGNED AND SEALED IN PRESENCE OF

Armbruster Builders, Inc. (SEAL)

Robert A. Armbruster, Pres. (SEAL)

Patricia Armbruster, Sec'y., Treas. (SEAL)

Patricia Armbruster, Sec'y., Treas. (SEAL)

Signatures of

authenticated this _____ day of _____, 19____.

Title, Member State Bar of Wisconsin or Other Party

Authorized under Sec. 706.06 viz. _____

STATE OF WISCONSIN

Haukesha

County

Personally came before me, this 4TH day of October, 1976

the above named Robert A. Armbruster, President; Patricia Armbruster, Sec'y., Treas.

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

THIS INSTRUMENT WAS DRAFTED BY

Michael E. Reed

The use of witnesses is optional.

Michael E. Reed
Waukegan Co.
Notary Public, May, 27, 1979 County, Wis.

My commission (expires) May 27, 1979

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

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM No. 1-1011

Wisconsin Legal Blank Company,
Milwaukee, Wis. (Job 22160)

OLD FARM SUBDIVISION SIGN MAINTENANCE AGREEMENT
Village of Germantown

THIS AGREEMENT is between _____ (the "Subdivision Group") and the Village of Germantown (the "Village"), based upon the following:

WHEREAS, the Village owns the property identified as Outlot 1 of Block 7 in Old Farm at Germantown, being a Subdivision of part of the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin (the "Property"); and

WHEREAS, the Subdivision Group wishes to have installed upon the Property a subdivision sign more specifically identified in the attached Exhibit A; and

WHEREAS, the Subdivision Group is willing to undertake appropriate maintenance and upkeep of the subdivision sign; and

WHEREAS, the Village authorizes the installation of such subdivision sign under the terms provided hereunder;

NOW, THEREFORE, based upon the foregoing, the parties agree as follows:

1. The Village hereby authorizes the Subdivision Group to enter upon the Property for the purposes of installing and maintaining the subdivision sign shown as Exhibit A.
2. The subdivision sign shall be installed in the location identified on Exhibit B.
3. In installing and maintaining the subdivision sign, the Subdivision Group shall not construct, place or allow the construction or placement of any structures and/or landscaping on the Property (except the subdivision sign) without specific written approval from the Village.
4. The Subdivision Group, at its sole expense, shall adequately maintain the subdivision sign. Adequate maintenance shall mean the preservation of the functional integrity through, but not limited to, repainting, replacing worn or damaged parts, trimming of grass and weeds around the sign base. This obligation includes making all the necessary repairs and/or improvements to correct damages, both natural and man-made, and disrepair. If disrepair, damages or other deficiency shall be discovered by the Village written notice shall be promptly furnished to the Subdivision Group advising of the defects, and the Subdivision Group shall have fifteen (15) days from the date of receipt of said report to take appropriate measures to correct any deficiencies or damages. The Subdivision Group shall promptly advise the Village of the actions taken to respond to, address or otherwise correct any deficiencies or damages.

5. The Subdivison Group shall indemnify and save harmless the Village from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Subdivison Group, its agents, contractors, or employees in connection with any entry, maintenance and or repair conducted on the Property.
6. The Subdivision Group, on behalf of itself and its members, officers, agents, employees, contrators and permittees, hereby releases and waives any and all claims it may have against the Village for any injury, damage, claim or the like sustained for any reason upon the Property.
7. If the Subdivision Group fails to maintain the subdivision sign as required hereunder or fails to make all the reasonably necessary repairs and/or improvements to correct damages, both natural and man-made following the notice required under Paragraph 4, the Village may but shall not be obligated to enter upon the Property and take whatever steps reasonably necessary to correct deficiencies. In addition, if the Village performs work of any nature, or expends funds in performance of said work for labor, use of equipment, supplies, materials and the like, the Village may impose upon the Property a special charge for the cost of said work, pursuant to Section 66.0627 of the Wisconsin Statutes.
8. This agreement shall become effective as of the last date it is executed by wither of the parties as shown below.
9. By signing below, the person signing on behalf of the Property Owner represents that they have the authority to act on behalf of the Property Owner, and has authority to sign this Agreement on the Property Owner's behalf.
10. This Agreement shall be recorded with the Register of Deeds of Washington County, Wisconsin, and shall constitute a covenant running with the land, and shall be binding on both parties, their successors or assigns.
11. Any notices required hereunder shall be delievered to:

TBD
12. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin. Any disputes hereunder shall be venued in the State of Wisconsin Circuit Court in and for Washington County.
13. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

SUBDIVISION GROUP

By: _____
Date

Name: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 2017, the above-named,
_____, _____ of
_____, to me known to be the person who executed the foregoing
instrument and acknowledged that he executed the foregoing instrument in such capacity.

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

VILLAGE OF GERMANTOWN

By _____
Dean Wolter, Village President Date

ATTEST:

By _____
, Village Clerk

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2017, the above-named,
Dean Wolter, Village President, and _____, Village Clerk, to me
known to be the persons who executed the foregoing instrument and acknowledged that
they executed the foregoing instrument as such officers, as the deed of said municipal
corporation, by its authority and pursuant to action 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



Business of the Public Safety Committee

Germantown, WI

Fire Department

Meeting Date: July/2017

Agenda item: New Business

Item Title: Utilizing Funds from the sale of Tender 91 to purchase 2-Thermal Imaging Cameras

Submitted By: Gary L. Weiss, Fire Chief

Summary Explanation: The Fire Department via the Wisconsin Surplus On-Line Auction sold Tender 91 and an un-repairable floor cleaner for a total of \$4300.00. We are requesting to use these funds to purchase one (1) Thermal Imaging Cameras from Darley Fire Equipment.

The Cameras will be replacing the oldest camera (9 years old) and have passed their service life (one the key sensing screen is broken).

By doing this the Fire Department will be able to reduce our FY 18 Capital budget by the same amount.

Attachment: Ordinance_____ Resolution_____ Other X_____

Requested Action:

Approve to move to full Board



Business of the Village Board of Trustee's

Germantown, WI

Fire Department

Meeting Date: September/2017

Agenda item: New Business

Item Title: Hire a Part-Time Administrative Assistant

Submitted By: Gary L. Weiss, Fire Chief 

Summary Explanation:

Reviewing the budget with the Finance Director there is fund to hire part-time Administrative Assistant for the fire department. This would be a 20-hour per week position.

Attachment: Ordinance _____ Resolution _____ Other _____

Requested Action:

Approve the hiring of a part-time Adm. Asst. for the fire department.

EMPLOYEE VACANCY JUSTIFICATION WORKSHEET

All positions left vacant by retirement, quitting, or termination need to complete that following worksheet before the vacant position may be advertised or filed. This worksheet shall not pertain to temporary, seasonal, and sworn public safety employees.

Position to Be Filled: Part Time Administrative Assistant (20-hours per week)

Department: Fire Department

Pay: \$13.00 hour

How long has the previous personnel been in position: N/A

Can the position be?

Deferred or part time?

☐ Yes

☒ No

Why: As this is a new position deferment is not practical. The Fire Departments call load has increased every year and firefighter are not available to interact with the public, answer phone, and assist with various administrative item (payroll, payables, etc.)

Transferred or shared with existing staff:

☐ Yes

☒ No

Why: N/A

Consolidated with another position?

☐ Yes

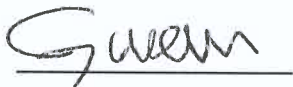
☒ No

Why: N/A

Privatized/Contractual:

☐ Yes

☒ No



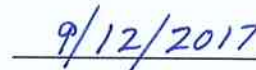
Department Director



Date



Village Administrator



Date

FIRE PROTECTION
PERSONNEL REQUEST

0.067

TITLE	NAME	ALLOCATION	2018 SALARY	0.0765 SOCIAL SECURITY	0.1093 STATE RETIREMENT	HEALTH INSURANCE	DENTAL INSURANCE	LIFE INSURANCE	TOTAL BENEFITS	TOTAL SALARY & BENEFITS	WORKERS COMP PREMIUM
Part Time Office Staff		100.00%	13,520	1,034	0	0	0	50	1,084	14,604	28
			0	0		0	0		0	0	
DEPARTMENT TOTAL			13,520	1,034	0	0	0	50	1,084	14,604	28

\$13.00 /hr - 20 hours per week

17,500 1,179
6,800 489

Coverage
Population over
20,000 - Part EMP
Part VOL



101 East Kennedy Blvd.
Suite 3400
Tampa, Florida 33602-5195
813.387.0300
Fax 813.387.1800
www.quarles.com

Writer's Direct Dial: 813.387.0279
E-Mail: becky.diller@quarles.com

RECEIVED
AUG 23 2017
Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

August 21, 2017

VIA UPS

Barbara K.D. Goeckner, Village Clerk
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

**RE: Walmart #1515 - W190 N9855 Appleton Avenue
Change of Premises for Alcohol Beverage License**

Dear Ms. Goeckner:

Quarles & Brady serves as legal counsel for Walmart with respect to alcohol beverage licensing in Wisconsin. Walmart is launching an online grocery pickup service in select stores in Wisconsin. Customers using this service will be able to place an order online and provide a credit card to hold the order. The customer will then come to their local Walmart store to complete the payment and pick up the order at either a pickup canopy or a dedicated parking space.

Walmart would like to offer customers who shop at their Germantown store the opportunity to include alcohol beverages in an online order. We have contacted the Department of Revenue, which has confirmed that this is permitted under Wisconsin law. Per Tyler Quam, Special Agent with the Department, an online grocery order may include alcohol beverages if payment is made at the store and the customer's age is verified by an employee licensed to sell alcohol beverages in a face-to-face transaction that occurs within the licensed premises. Walmart, therefore, is seeking to amend the premises description in its current license to include the pickup location (canopy or dedicated parking space), as follows:

Entire building is 1 room, 1 story approximately 103,075 sq. ft. of which 1,464 sq. ft. located in the tenant area at the front of the store is for the display and storage of alcohol beverages; product is also displayed throughout the premises; sold at in-store registers and stalls in parking lot specifically designated for online grocery pickup.

Barbara K.D. Goeckner, Village Clerk
August 21, 2017
Page 2

We have enclosed an Original Alcohol Beverage Retail License Application, a site map and floor plan for the Germantown Walmart store showing the location of the canopy or dedicated parking spaces, and a check in the amount of \$20 in payment of the publication fee.

We are aware that this change will require approval of the Public Safety Committee and the Village Board. We request that this proposed amendment be considered at the next upcoming meeting, and would be pleased to make a Walmart representative available upon request at this meeting to answer questions.

Please let us know if you have questions or require additional information

Very truly yours,



Rebecca A. Diller
Corporate Paralegal

Enclosures
QB\47757380.1

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning JULY 1 20 17 ;
ending JUNE 30 20 18

TO THE GOVERNING BODY of the: ☐ Town of }
☒ Village of } GERMANTOWN
☐ City of }

County of WASHINGTON Aldermanic Dist. No. _____ (if required by ordinance)

1. The named ☐ INDIVIDUAL ☒ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY
☐ CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): WAL-MART STORES EAST, LP

WAL-MART STORES EAST, LP

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>SEE LIST ATTACHED</u>		
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>MARK C. TULOD</u>	<u>3115 LILLY ROAD, UNIT 201, BROOKFIELD, WI 53005</u>	
Directors/Managers	<u>SEE LIST ATTACHED</u>		

3. Trade Name WALMART #1515 Business Phone Number (262) 255-1285
4. Address of Premises W190 N9855 APPLETON AVENUE Post Office & Zip Code GERMANTOWN, WI 53022

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) **Corporate/limited liability company applicants only:** Insert state DELAWARE and date 11/09/01 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☒ Yes ☐ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) SEE ATTACHED

10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
(b) If yes, under what name was license issued? WAL-MART STORES EAST, LP DBA WALMART #1515
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 18 day of August

Elizabeth Mashie Gundersen
(Clerk/Notary Public)

My commission expires 2/11/2025

Elizabeth Mashie Gundersen
Notary Public - Atty. Gen. of Corporation/Member/Manager of Limited Liability Company/Partner/Individual
Benton County
Commission Expires 11/09/2021
Commission # 12403438
of Corporation/Member/Manager of Limited Liability Company/Partner

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>8/23/17</u>	Date reported to council/board <u>9/18/17</u>	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

WAL-MART STORES EAST, LP

Original Alcohol Beverage License Application

Response to Item 2:

<u>Title</u>	<u>Name</u>	<u>Home Address</u>
President and CEO	Michael Scott Moore	65 Tudor Lane Rogers, AR 72758
Senior Vice President and Chief Compliance Officer	Cynthia Petersen Moehring	2908 Red Fox Ridge Bentonville, AR 72712
Treasurer	Matthew W. Allen	3 South Beau Chene Lane Rogers, AR 72758
Assistant Secretary	Amy Yvonne Thrasher	30 Watson Drive Bella Vista, AR 72714
Assistant Secretary	Andrea Marie Lazenby	9984 Philpott Road Bentonville, AR 72712

The above officers/directors own less than 1% of the stock of Wal-Mart Stores, Inc., a public corporation.

The above officers/directors are those designated with authority for all licensing matters and serve in the capacity as listed above for Wal-Mart Stores, Inc., Wal-Mart Stores East, Inc., Wal-Mart Stores East, LP, Wal-Mart Louisiana, LLC and Wal-Mart Stores Texas, LLC.

Response to Item 8(b):

WSE Management, LLC and WSE Investment LLC own the limited and general partnership interests in Wal-Mart Stores East, LP.

WSE Management, LLC	General Partner	1%
WSE Investment LLC	Limited Partner	99%

Response to Item 8(c):

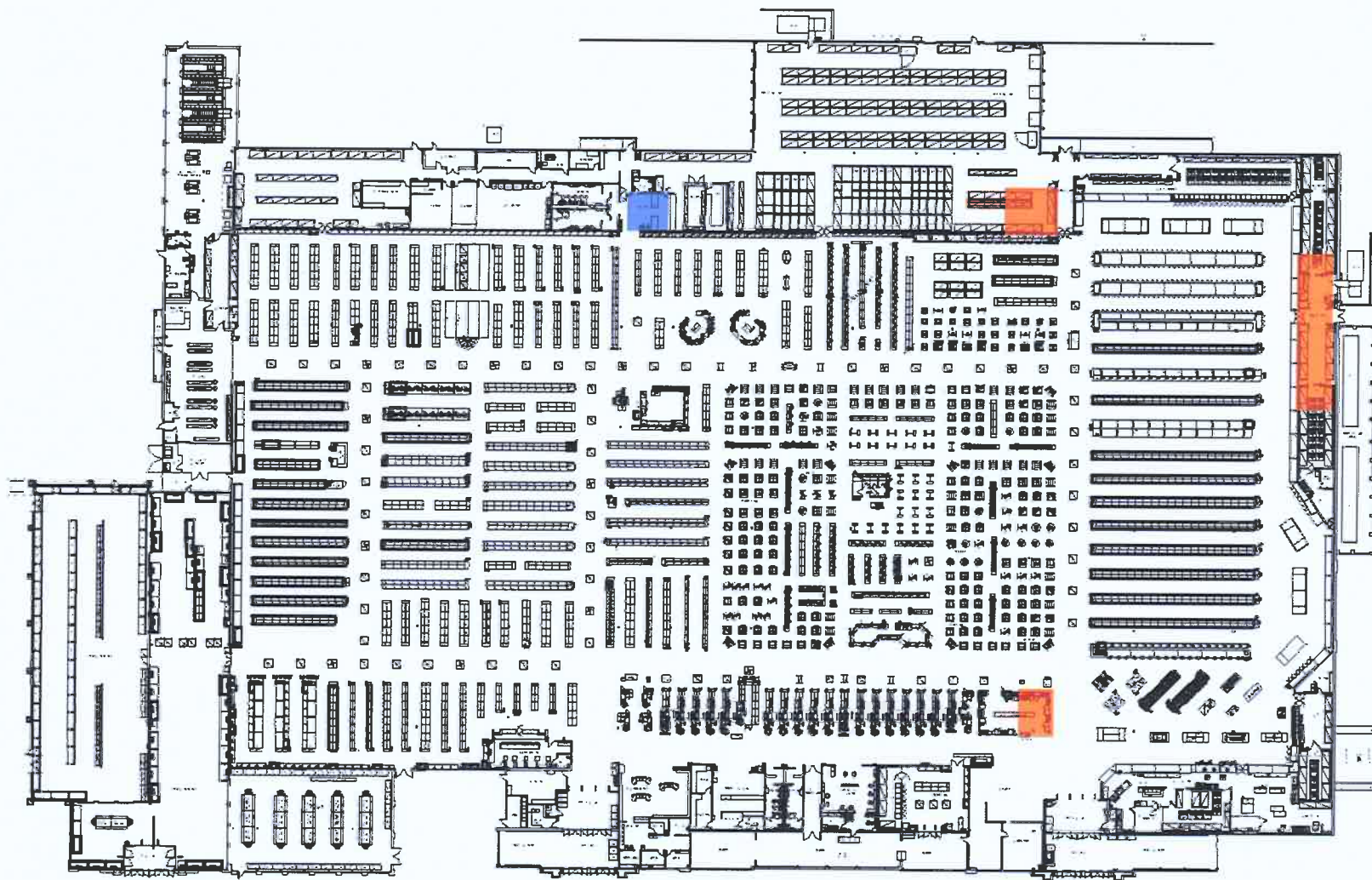
A list is attached of other locations in Wisconsin where Wal-Mart Stores East LP holds an alcohol beverage license.

Response to Item 9:

Premise Description: Entire building is 1 room, 1 story approximately 103,075 sq. ft. of which 1,464 sq. ft. located in the tenant area at the front of the store is for the display and storage of alcohol beverages; product is also displayed throughout the premises; sold at in-store registers and stalls in parking lot specifically designated for online grocery pickup.







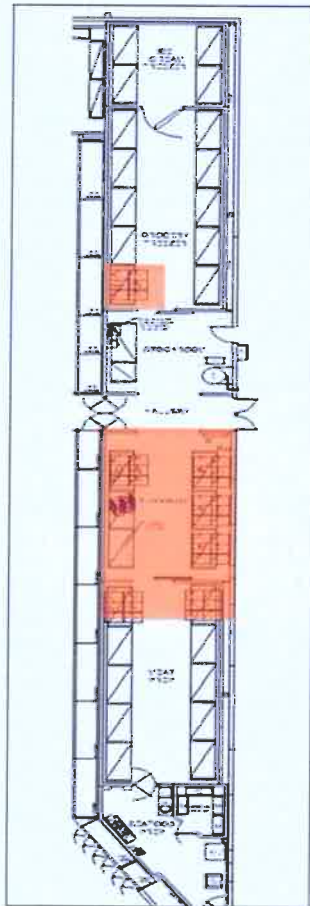
Existing GM
Pickup Location



Proposed
Pickup Solutions

Check In & Marshalling

Baseline



OGP - 90 OPD
(Dollies)

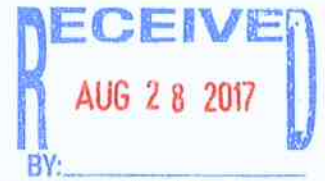
In-Lane



Low Cap



VILLAGE OF GERMANTOWN
APPLICATION FOR PUBLIC GRANT PROGRAM



Application Date: 8/15/17 **DEADLINE 60 DAYS BEFORE FIRST EVENT

Organization/Group Name: Germantown American Legion Post 1 Inc.
Address: N200W15932 Greist Rd. P.O. Box 321
Phone: 262-251-5470

Applicant Name: Jim Heiman
Address: 2584 Country Club Dr. Cedar, WI. 53012
Phone: 414-507-0007
Email: _____

Purpose or Mission Statement: Promote Veteran causes, youth, Americanism, National Security.

EVENT #1: Silent March Date(s) Of Event: 9/9/17
Event Description: Parade of Veterans

Estimated Attendance: 50-100 Times of Event: 10:00 - 11:00
Location of Event: Germantown

Permits, Licenses & User fee(s) requested for waiver: (list every permit, license and user permit separately along with fee(s) for each and attach application for each)

Parade Permit Fee, \$15, Application on file w/ village

EVENT #2: _____ Date(s) Of Event: _____

Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

Permits, Licenses & User fee(s) requested for waiver: (list every permit, license and user permit separately along with fee(s) for each and attach application for each)

Germantown Post 1 organization or individual shall hold harmless, defend and indemnify the Village of Germantown and its officers, agents, officials, employees and volunteers from and against any and all liability, loss damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the organization's or individual's performance or work related to the event(s) or gathering(s) which are the subject of the grant award or any failure to comply with any obligations or conditions contained in the Public Grant Program, except such loss or damage which was caused by the sole negligence or willful misconduct of the Village.

Date: 8/28/17

Signature

Print Name of Signature

Street Address

City, State & Zip Code

Additional information to be included with submission of application:

- ☐ Insurance submitted \$1,000,000 (minimum limit) – required for events having over 100 people in attendance. **Must also name the Village of Germantown as additional insured.**
- ☐ A budget stating projected expenses, revenues and funding source(s) specific to the event(s) or gathering(s), which projects a break-even or profitable event(s) or gathering(s) when calculated using the Grant request.
- ☐ Proof of non-profit status or like capacity
- ☐ Applications for or issued permits, licenses and use permits required for event.

**PLEASE RETURN TO: VILLAGE OF GERMANTOWN
CLERK'S DEPARTMENT
N112 W17001 MEQUON ROAD, P.O. BOX 337
GERMANTOWN, WI 53022-0337
Phone: 262-250-4740 Fax: 262-253-8255**

(Office use only)

Date received by Village Clerk: August 28, 2017

Date to Village Board: Sept 18, 2017

Approval by Village Board: (YES OR NO) _____ Date: _____

Verify which fee(s) listed on application were approved or note those which were not approved:

Date and signature of Clerk staff verification

Notification to Departments of fees waived: _____
(List Dept. and Amount, date and initials of Clerk staff notifying them)

Request to Finance Department for reimbursement to Organization/Individual of fees granted:

Date submitted, initials of person submitting request & amount requested



Germantown Kiwanis

PO Box 531 - Germantown, WI 53022

www.gtownkiwanis.org

August 30, 2017

Mr. Dean Wolter
President, Germantown Village Board
N112 W17001 Mequon Road
P O Box 337
Germantown, WI 53022

RE: Gehl Foods Performing Arts Pavilion Building Permit

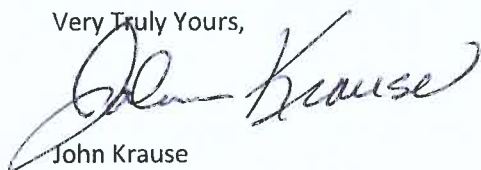
Dear President Wolter,

I am writing on behalf of the Germantown Kiwanis Community Foundation, Inc. to respectfully request that the building permit fee be covered by the Village of Germantown PUBLIC Grant Program. As you know the foundation is building a performing arts pavilion in Firemen's Park and submitted its application for the building permit on August 17, 2017. The foundation is assuming full responsibility for the fundraising and construction of the structure. Upon completion the pavilion will be gifted to the Village of Germantown.

I hope this addresses the points necessary for the village to consider our request. If you need anything else or have any questions please feel free to contact me. I look forward hearing from you soon.

Thank you.

Very Truly Yours,

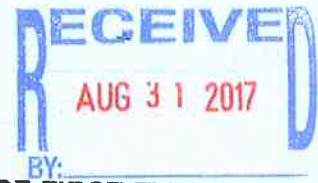


John Krause

Mbl: 414-640-9008

“ In Service To The Community ”

**VILLAGE OF GERMANTOWN
APPLICATION FOR PUBLIC GRANT PROGRAM**



Application Date: August 30, 2017 **DEADLINE 60 DAYS BEFORE FIRST EVENT

Organization/Group Name: Germanatown Kiwanis Community Foundation, Inc.

Address: P O Box 531, Germantown, WI 53022

Phone: _____

Applicant

Name: John Krause

Address: P O Box 37, Germantown, WI 53022

Phone: (414) 640-9008

Email: john.krause.sr@hotmail.com

Purpose or Mission Statement: Construction of the Aehl Foods
Performing Arts Pavilion in Firemen's Park.

EVENT #1: _____ Date(s) Of Event: _____

Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

Permits, Licenses & User fee(s) requested for waiver: (list every permit, license and user permit separately along with fee(s) for each and attach application for each) _____

EVENT #2: _____ Date(s) Of Event: _____

Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

Permits, Licenses & User fee(s) requested for waiver: (list every permit, license and user permit separately along with fee(s) for each and attach application for each) _____

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

Date: Aug. 30, 2017

John Krause
Signature
John Krause
Print Name of Signature
PO Box 37
Street Address
Germantown, WI 53022
City, State & Zip Code

Additional information to be included with submission of application:

- ☐ Insurance submitted \$1,000,000 (minimum limit) – required for events having over 100 people in attendance. **Must also name the Village of Germantown as additional insured.**
- ☐ A budget stating projected expenses, revenues and funding source(s) specific to the event(s) or gathering(s), which projects a break-even or profitable event(s) or gathering(s) when calculated using the Grant request.
- ☐ Proof of non-profit status or like capacity
- ☐ Applications for or issued permits, licenses and use permits required for event.

**PLEASE RETURN TO: VILLAGE OF GERMANTOWN
CLERK'S DEPARTMENT
N112 W17001 MEQUON ROAD, P.O. BOX 337
GERMANTOWN, WI 53022-0337
Phone: 262-250-4740 Fax: 262-253-8255**

(Office use only)

Date received by Village Clerk: August 31, 2017

Date to Village Board: August Sept 18, 2017

Approval by Village Board: (YES OR NO) _____ Date: _____

Verify which fee(s) listed on application were approved or note those which were not approved:

Date and signature of Clerk staff verification

Notification to Departments of fees waived: _____
(List Dept. and Amount, date and initials of Clerk staff notifying them)

Request to Finance Department for reimbursement to Organization/Individual of fees granted:

Date submitted, initials of person submitting request & amount requested

INCLUDED AS REFERENCE

PUBLIC

Grant Program Policy

*People Uniting for the Betterment of Life
and Investment in the Community*

March 2015

VILLAGE OF GERMANTOWN, WISCONSIN

TABLE OF CONTENTS

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ORGANIZATIONAL ELIGIBILITY CRITERIA.....	3

VILLAGE OF GERMANTOWN PUBLIC GRANT PROGRAM

The Village Board recognizes the importance of providing Village support for Community fundraising events and gatherings, which in turn support and promote the public purposes of improving the general quality of life, economic growth, increased tourism, recreation, recognition of fine arts, charitable aid and many others that are both tangible and intangible, in order to make the Village of Germantown a better place in which to live and work. In furtherance of that recognition, the Village Board has adopted this *People Uniting for the Betterment of Life and Investment in the Community* (“PUBLIC”) Grant Program.

PURPOSE

The Village Board urges the private sector, businesses, institutions, organizations and individual citizens alike, to increase their roles in Community activities to further the public purposes set forth above and to assist the Village in its obligation to regulate such event(s) and gathering(s), so that impacts on operating budgets of Village departments can be minimized. As an incentive to such public purpose involvement, the PUBLIC Grant Program offers an annual fee waiver(s) grant to eligible organizations and individuals, which may be considered upon filing a grant application with the Village Clerk, as set forth below. Approval of grant applications is made by the Village Board. Costs for all fundraising events and gatherings shall be borne by the sponsoring community organization or individual and are due and payable in accordance with this Program and Federal, State, County and Village regulations and laws. After payment, those license, permit or use fees specifically awarded by the Village Board grant approval are then reimbursed by the Village. The PUBLIC Grant Program is intended to continue support for fundraising events and gatherings that the Village in the past has traditionally supported. These include, but are not limited to: Mai Fest, Independence Day Parade and Activities, Oktoberfest, etc. It is intended that these Program policies and procedures will provide a system, common information and basic ground rules which will allow the Village and public purpose event and gathering sponsors to achieve their mutual goals for Community benefit.

PROCESS

Only Germantown based civic and service organizations and Germantown resident individuals are eligible to apply for a PUBLIC Grant. Incomplete applications will not be considered and approval will be determined solely on the information provided on the application. Applicant organizations and individuals must meet the eligibility criteria stated in this Program. "Germantown based" means those organizations who by name or other means identify themselves *bona fide* as being headquartered in the Village of Germantown; or whose membership consists primarily of Germantown residents, including business residents; or those who return substantial benefit to the Village of Germantown and its residents. "Civic and service" means any non-profit or not-for-profit organization that is created for charitable or public purposes, or an organization or individual acting in a like capacity and purpose.

The PUBLIC Grant is an annual grant, requiring an annual application to qualify. All PUBLIC Grant applications must be completed and submitted to the Village Clerk no later than **60 days** before the event or gathering is scheduled. Each Grant application shall specify in detail the events and gatherings for which license, permit or use fees are requested to be awarded under the Grant and a detailed listing of the type(s) and amount(s) of such fees.

APPLICATION REQUIREMENTS

Each applicant will be required to submit:

- 1) A completed PUBLIC Grant application along with all required attachments.
- 2) A letter of intent addressed to the Village Board requesting the Grant. The letter must indicate:
 - i) the address of the local office/headquarters of the organization or address of an individual applicant;
 - ii) the organization's or the individual's purpose/mission statement;
 - iii) an organization's articles of incorporation or like certificate of existence and any statement or certification of the organization's non-profit status by the State or Federal government or a statement that no such certification exists;
 - iv) the location(s), date(s) and time(s) of the proposed event(s) and/or gathering(s);
 - v) the purpose of the event(s) and/or gathering(s); and
 - vi) how the organization's or individual's program and event(s) and/or gathering(s) benefits the Germantown Community.
- 3) A budget stating projected expenses, revenues and funding source(s) specific to the event(s) or gathering(s), which projects a break-even or profitable event(s) or gathering(s) when calculated using the Grant requested.

For an application to be accepted it must be complete and include all the above attachments. Incomplete applications will be returned to the applicant. The applicant will then have 5 business days to resubmit all required application materials.

GRANT APPLICATION REVIEW

Once applications are accepted, the Village Clerk or designee shall review them for completeness. All Grant applications must be approved by the Village Board. The Village Clerk or designee shall inform the applicant of the date and time at which the Village Board will review the application. The applicant or designee should be present at this meeting to respond to questions.

ELIGIBILITY CRITERIA

1. Only Germantown based civic and service organizations and individuals may conduct events solely or primarily as fund-raisers and be eligible for license, permit or use fees to be awarded under a Grant.
2. Events or gatherings must be open to the public.
3. Fundraising events must provide a benefit or contribution to Germantown as determined by the Germantown Village Board under the consideration of the public purposes of the PUBLIC Grant Program, as set forth above. The organization or individual raising the funds must primarily serve Germantown residents or businesses or promote tourism to and within the Village.
4. Subject to the above stipulations, in order to be eligible for a PUBLIC Grant, the sponsoring organization and individuals as may be applicable, must meet the following prerequisites:
 - a. Must submit a complete application by the deadline as set forth above.
 - b. Must timely submit any applicable event, license or permit application and all required attachments by the applicable deadline(s).
 - c. Must submit proof of non-profit status or like capacity.
 - d. Must provide a benefit pursuant to the purposes of this Program to the citizens of Germantown.
 - e. Must have no outstanding debts payable to the Village of Germantown.
 - f. Must demonstrate the ability to produce a well-planned, safe event, or gathering.
5. The sponsoring organization or individual must also agree to do the following:
 - a. Obtain all required permits, clearances, insurance and event authorization in a timely manner, in cooperation with the appropriate staff of the Village of Germantown.
 - b. Acknowledge the support of the Village of Germantown where appropriate, and to include on all printed information and advertising related to the event for which fees were waived the following:

“This program has been made possible, in part, through PUBLIC Grant assistance from the Village of Germantown”.
 - c. As to an event or gathering for which it is reasonably anticipated that more than 100 persons will attend, provide to the Office of the Village Clerk not less than 14 business days prior to the event or gathering, a certificate of insurance certifying minimum limits of \$1,000,000 General Liability, Automobile Liability, Employer’s Liability and as may apply, Errors and Omissions, naming the Village of Germantown as additional insured.
 - d. Agree in writing to indemnify, defend and hold harmless the Village of Germantown, its officers, agents, volunteers and employees, from any and all claims and matters concerning or arising from the event(s), project(s) and/or gathering(s). Such writing

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

- e. Comply with all permit conditions and directions and with all applicable Federal, State, County and Village laws and regulations.
6. Inspection, building, zoning and sign permit fees are not eligible to receive PUBLIC Grant program funds.

* * * * *

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

MEETING DATE: September 18, 2017

AGENDA ITEM: New Business

ITEM TITLE: Request of Germantown Kiwanis Community Foundation Inc to Commence Construction.

SUBMITTED BY: Lawrence W Ratayczak, P.E., Director of Public Works

SUMMARY EXPLANATION:

The Germantown Kiwanis Community Foundation, Inc has requested that additional information be furnished to the Village Trustees to facilitate a more informed discussion as to the ability to commence construction.

The informational binders, as furnished by Kiwanis, were also placed in the Trustee mail boxes.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER XX

--Placed in Trustee mail boxes

RECOMMENDATION:

No Recommendation by staff.



From the desk of :
Patrick H. Madden : 116 S. Main Street
pmadden@madvanlaw.com : Mayville, WI 53050
Cell 414.750.2550 : Tel 920.387.2300
: 325 Valley Avenue
: West Bend, WI 53095
: Tel 262.533.4540
: Fax 920.387.4428
: info@madvanlaw.com
: www.MadVanLaw.com

September 13, 2017

Village of Germantown
Board of Trustees
N112 W17001 Mequon Rd
PO Box 337
Germantown, WI 53022

**RE: Germantown Kiwanis Community Foundation, Inc.
Gehl Performing Arts Pavilion**

Dear Board Members:

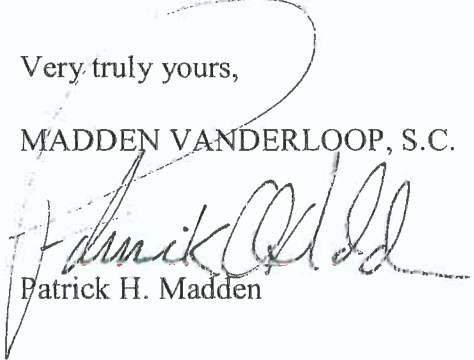
In advance of the Board Meeting scheduled for Monday, September 18, 2017, we have enclosed a binder containing information we feel will be helpful to you in better understanding the above referenced project. Compiled in this binder you will find the following:

- Architectural Rendering of Project
- State Approved Plans
- Keller, Inc. Timeline, Contract and Proposal
- Funding Spreadsheet
- DRAFT Development and Dedication Agreement
- Letter Summarizing Issue with Public Bidding Law

We look forward to continuing the strong working relationship with the Village and its representatives, and invite you to please contact me directly with any questions or concerns regarding these materials.

Very truly yours,

MADDEN VANDERLOOP, S.C.


Patrick H. Madden

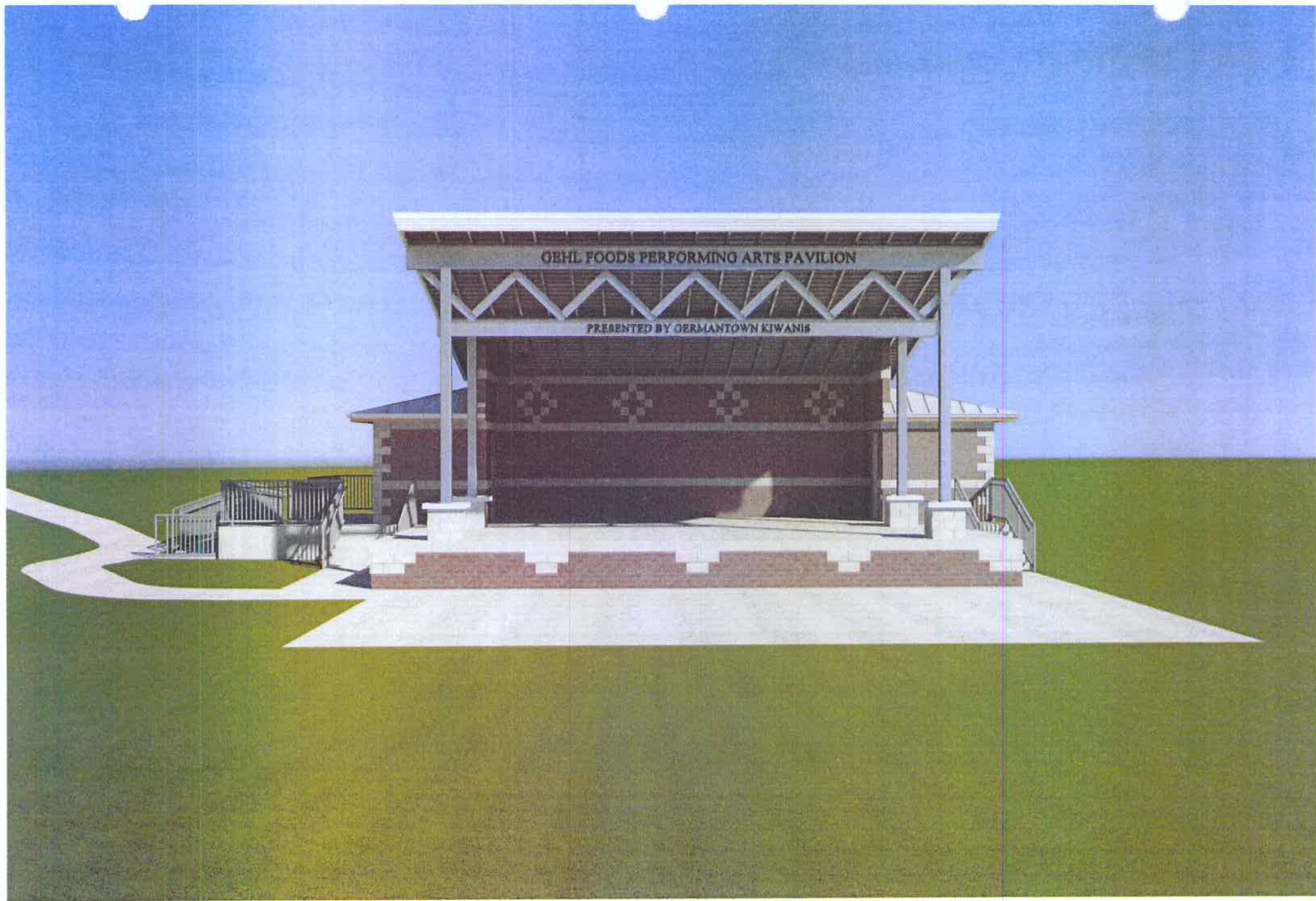
PHM/lag
Enclosure

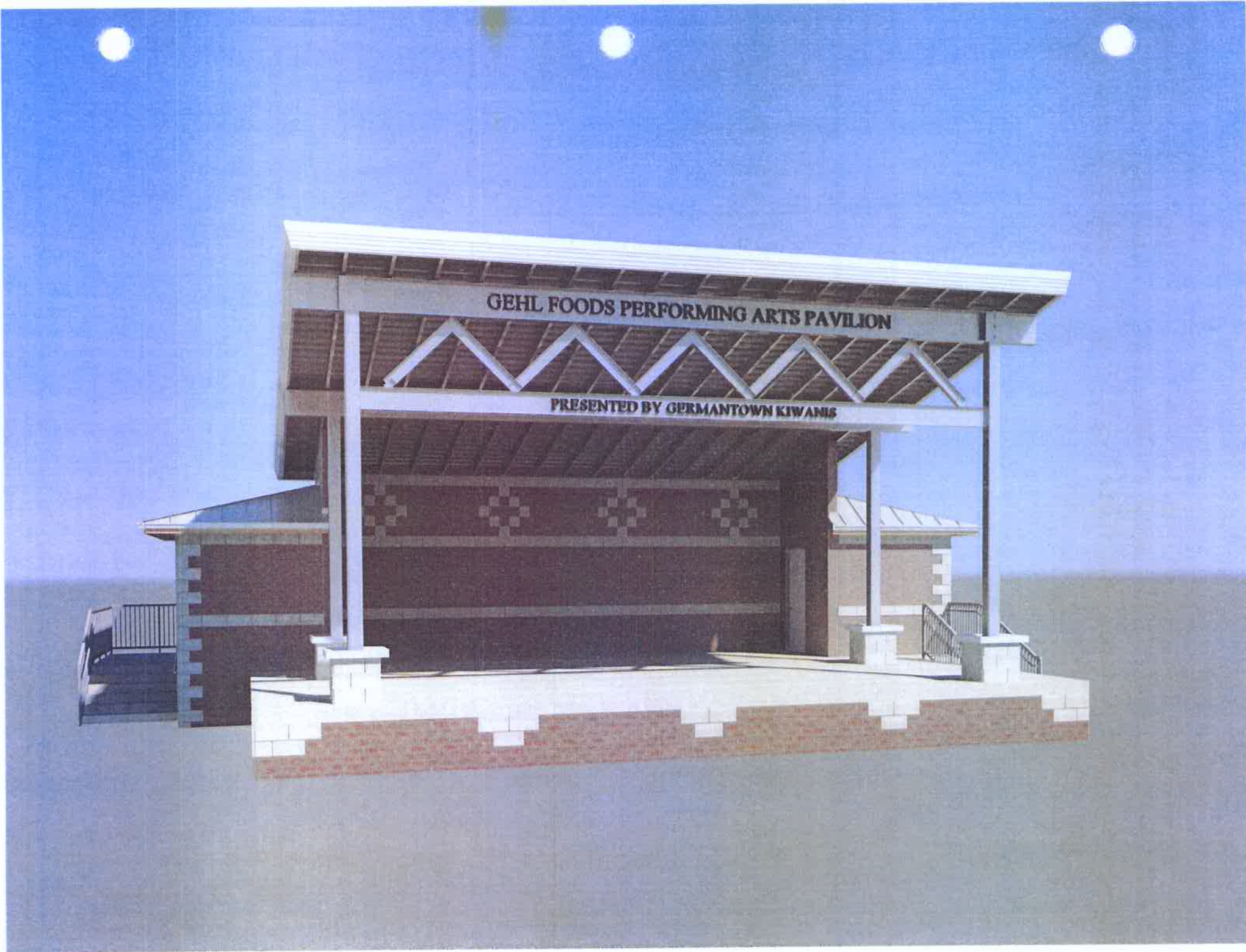
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1. Architectural Rendering of Project
2. State Approved Plans
3. Keller, Inc. Timeline, Contract and Proposal
4. Funding Spreadsheet
5. DRAFT Development and Dedication Agreement
6. Letter Summarizing Issue with Public Bidding Law

TAB 1

Architectural Rendering of Project







GEHL FOODS PERFORMING ARTS PAVILION

PRESENTED BY GERMANTOWN KIWANIS

TAB 2

State Approved Plans



July 07, 2017

CUST ID No. 913599

ATTN: Buildings & Structures Building Inspector

PETER J OGOREK
PERSPECTIVE DESIGN INC
11525 W NORTH AVE
WAUWATOSA WI 53226

MUNICIPAL CLERK
TOWN OF GERMANTOWN
N128 W17714 HOLY HILL RD
GERMANTOWN WI 53022

CONDITIONAL APPROVAL

(Please forward a copy of this letter to the fire department conducting inspections of this project.)

PLAN APPROVAL EXPIRES: 07/07/2019

SITE:

Firemans Park
W162N11870 Park Ave
Town of Germantown, 53022
Washington County

Identification Numbers
Transaction ID No. 2946580
Site ID No. 812906
Please refer to both identification numbers, above, in all correspondence with the agency.

FOR:

Facility: 773829 FIREMANS PARK-GEHL FOODS PERFORMING ARTS PAVILION
W162N11870 PARK AVE
GERMANTOWN 53022

Object Type: Building ICC Regulated Object ID No.: 1707429 Code Applies Date: 05/20/17
Major Occupancy: Assembly; Type VB Combustible Unprotected class of construction; New plan; 1,627 project sq ft;
Unsprinklered; Occupancy: A-3 Other Assembly Uses, S-1 Storage Moderate-Hazard

SITE REQUIREMENTS

- Contact both the State Inspector and the local municipality PRIOR to the start of construction.
- A full size copy of the approved plans, specifications and this letter shall be on-site during construction and open to inspection by authorized representatives of the Department, which may include local inspectors. If plan index sheets were submitted in lieu of additional full plan sets, a copy of this approval letter and index sheet shall be attached to plans that correspond with the copy on file with the Department. If these plans were submitted in an electronic form, the designer is responsible to download, print, and bind the full size set of plans along with our approval letter. A department electronic stamp and signature shall be on the plans which are used at the job site for construction.

The following conditions shall be met during construction or installation and prior to occupancy or use:

SUBMIT – The following systems require submittal for review and approval prior to construction.

- **SPS 361.30(3)** - Submit, prior to installation, one (1) set of properly signed and sealed precast plans, calculations substantiating the design, and a completed SB-118 application form including this transaction number and signed by the building designer to Industry Services, P.O. Box 7162, Madison, WI 53707-7162. **Note as per SPS 302.31(1)(d)4. the fee for a structural component submitted after project completion shall be an additional \$250.**
- **SPS 361.30(3)** - Submit, prior to installation, one (1) set of properly signed and sealed truss plans, calculations substantiating the design, and a completed SBD-118 application form including this transaction number and signed by the building designer to the office of original review. **Note as per SPS 302.31(1)(d)4. the fee for a structural component submitted after project completion shall be an additional \$250.**

REMINDERS

- **SPS 361.36(1)(a) & (b)** - The building shell shall be closed within two years of the initial approval date of this project. Also, this approval will expire three years after the date of initial approval of this project if the work covered by this approval is not completed and the building ready for occupancy within those three years.
- The submittal described above has been reviewed for conformance with applicable Wisconsin Administrative Codes and Wisconsin Statutes. The submittal has been **CONDITIONALLY APPROVED**. The owner, as defined in chapter 101.01(10), Wisconsin Statutes, is responsible for compliance with all code requirements. Only those object types listed above have been approved; other submittals such as plumbing and those listed above under **REQUIRED SUBMITTAL(S)**, may also be required.
- All permits required by the state or the local municipality shall be obtained prior to commencement of construction/installation/operation. You are responsible for complying with state and federal laws concerning construction near or on wetlands, lakes, and streams.
- This plan has not been reviewed for compliance with fire code requirements, including those for fire lanes and fire protection water supply, so contact the local fire department for further information.
- In granting this approval, the Division of Industry Services reserves the right to require changes or additions, should conditions arise making them necessary for code compliance. As per state stats 101.12(2), nothing in this review shall relieve the designer of the responsibility for designing a safe building, structure, or component. The Division does not take responsibility for the design or construction of the reviewed items.
- Per s. SPS 361.40(4), projects for buildings of over 50,000 cubic feet total volume shall have supervising professionals who file compliance statements with this agency and the local code officials prior to occupancy of the project. The compliance statement is available on our website. <http://verification.dsps.wi.gov/IndustryServices/Commercial-Buildings-Compliance/DSPSMainForm.aspx>

Inquiries concerning this correspondence may be made to me at the telephone number listed below, or at the address on this letterhead.

Sincerely,

Fee Required \$ 350.00

This Amount Will Be Invoiced. When You
Receive That Invoice, Please Include a Copy
With Your Payment Submittal.

Shunlai Zhu, P.E.
Building Plan Reviewer , Division of Industry Services
(608)266-2231 , M-f, 8:10AM - 4:40PM
shunlai.zhu@wi.gov

cc: Betty J Wiese, State Building Inspector, (414) 852-3694, Monday 7:45 A.M. - 4:30 P.M.
George Herro, Germantown Kiwanis Community Foundation

PLOT DATE: 8/22/2017

FILE NAME: C:\PROJECT\ANTHONY\ANDRELLA\77_OTOMAN_BANGSHILL.DWG

VICINITY MAP

PROJECT LOCATION

Highway 101

Highway 102

PARTICIPANTS

OWNER:

Germantown Klans Community Foundation, Inc
P.O. Box 531
Germantown, WI 53022-0531
Contacts: Georgia Herro + John Krause
Tele: (262) 424-4451

Perspective Design, Inc.
11525 W. North Avenue
Wauwatosa, WI 53226
Tele: (414) 302-1780
Fax: (414) 302-1781
Contact: Brad Kropp
E-mail: bkropp@pdi-arch.com

Himalayan Consultants, LLC
 436 N135T Pilgrim Road
 Germantown, WI 53022
 Office: (262) 502-0066
 Fax: (262) 502-0071
 Contact: Mark Babich
 Email: mbabich@himalayanllc.com

The Matrix Group
311 E. Chicago Street Suite #310
Milwaukee, WI 53202
Tel: (414) 329-2827
Fax: (414) 329-2820
Contact: Mitch Colagrove
Email: mitchc@ungac.com

Pierce Engineers, Inc.
181 N. Broadway
Milwaukee, WI 53202
Tel: (414) 278-6060
Fax: (414) 278-6061
Contact: Peter Crocco
Email: pdc@piercengineers.com

TBD.

BUILDING DATA	
PROJECT DESCRIPTION GRADE TYPE SILL LOGGING	NEW CONSTRUCTION LAST OF BUILDING FOOT PRINT A-1 AMBIENT
GENERAL BUILDING DATA SPRINKLER HEIGHT STAGE AREA WORKING SURFACE AREA	30'-0" STAGE ROOF 10 FT 0" 440 SF WITH EXISTING WALLS
TYPE OF CONSTRUCTION	VB
RISE SEQUENCE AUTO CORRECTION EXTERIOR WALL CORRECTION	0 HOURS REQUIRED 141.1 FEET GREATER THAN 30 FEET
CONSTRUCTION METHOD	NA
CLASS OF ROOFING IN AREA OF WORK EQUIPMENT LOAD GRADE AREA WORKING AREA	10 FT 0" x 5 0" FOR PERSON x 10 PERSONS 10 FT 0" x 100 0" FOR PERSON x 1 PERSONS 20 PERSONS
TOTAL DANGER ZONE	10 PERSONS x 60 FEETMAN x 100 FEET 60 PERSONS WITH MAXIMUM 100 60' X 100' DANGER ZONE
EST TRAVEL DISTANCE	200 FEET PATH OF TRAVEL COLLAPSE

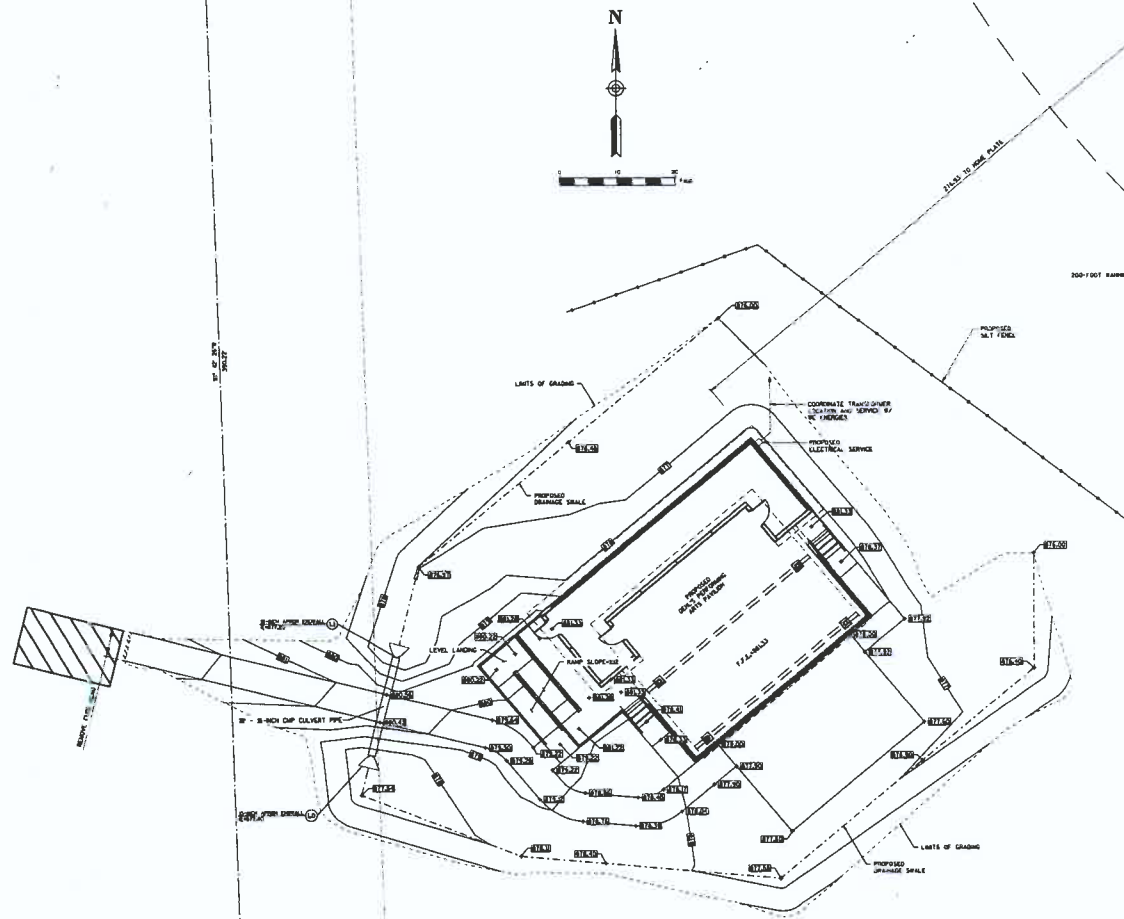
DRAWING INDEX		CODE REFERENCE
TI	TITLE SHEET	
CIVIL:		
C10	SITE PLAN	
C11	GRADING & DRAINAGE PLAN	
ARCHITECTURAL:		
A11	FLOOR PLAN	
A12	ROOF PLANS	
A21	ELEVATIONS	
A31	ELEVATIONS	
A32	SECTIONS	
A33	SECTIONS	
A34	SECTIONS & DETAILS	
A41	SPECIFICATIONS	
A42	SPECIFICATIONS	
AG11	ACCESSIBILITY GUIDELINES	

[illegible][illegible]

CONTRACTOR PROSPECTIVE DESIGN, INC. AND ALL RIGHTS RESERVED. THIS DRAWING IS NOT TO BE REPRODUCED, CHANGED, COPIED OR MARGINED TO ANY THIRD PARTY IN ANY FORM OR MANNER WITHOUT FIRST OBTAINING THE EXPRESSED WRITTEN PERMISSION OF PROSPECTIVE DESIGN, INC. THE CLIENT AGREES TO HOLD THE ARCHITECT HARMLESS FROM ANY DAMAGES, LIABILITY, OR COST INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE ARISING FROM ANY CHANGES OR ALTERATIONS MADE BY ANYONE OTHER THAN THE ARCHITECT, OR FROM ANY RELIANCE OF THE DRAWINGS OR DATA WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARCHITECT.

DATE	06.16.17
BOOKED	NOTED
DRAWN	DWG
JOB	10-122
SHEET	T1

T1



General Notes

- ELEVATIONS SHOWN ON THIS PLAN SET ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
- PROJECT BENCHMARK: NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 22-3-26, U.S. PUBLIC LAND SURVEY (UPLES) ELEVATION: 111.00.
- HORIZONTAL DATUM IS BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE TRANSVERSE.
- LOCATION OF UNDERGROUND UTILITIES WERE NOT SUBSTANTIATED BY PHYSICAL EVIDENCE, ARE TAKEN FROM RECORD DRAWINGS FIELD SURVEYS, TYPICALLY (UNDETERMINED) RELIABLE. NO RESPONSIBILITY FOR THEIR ACCURACY IS ASSUMED BY THE SURVEYOR.
- ALL CLEARING, DRAINAGE, CONSTRUCTION AND DEVELOPMENT SHALL BE CONDUCTED IN STRICT ACCORDANCE WITH THE PLAN.
- PRIOR TO EXCAVATION, CALL (800) 485-5829 OR 800-485-5829 FOR COST OF INVESTIGATION OR REPAIR OF EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
- THE CONTRACTOR SHALL VERIFY THE FOLLOWING, PRIOR TO COMMENCING ANY EXCAVATION:
 - EXISTING OR PROPOSED ELEVATIONS WERE NOTING INTO EXISTING WORK.
 - EXISTING UNDERGROUND UTILITIES ARE EITHER VERTICAL OR HORIZONTAL, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL PROTECT AND MAINTAIN NEIGHBORING AND SURVEY CONTROL POINTS FROM DISTURBANCE DURING CONSTRUCTION.
- CONTRACTOR SHALL PROTECT EXISTING SITE IMPROVEMENTS TO REMAIN FROM DAMAGE DURING CONSTRUCTION. REPAIRS TO EXISTING IMPROVEMENTS TO REMAIN SHALL BE ACCORDING TO THE JUNE, AT THE CONTRACTOR'S EXPENSE.
- TRAFFIC CONTROL: CONTRACTOR SHALL MAINTAIN THE PROJECT AREA FROM THE NORTH AND PROTECT ROAD. UNDERGROUND UTILITIES SHALL BE PROTECTED FROM PAVING AVENUE. CONTRACTOR SHALL MAINTAIN TRAFFIC FLOW THROUGHOUT THE PROJECT AREA. TRAFFIC SHALL BE KEPT OUT OF THE PROJECT AREA DURING CONSTRUCTION OPERATIONS. DO NOT CLOSE OR RESTRICT TRAFFIC FLOW, OR OTHER ALTERNATE ROUTES, UNLESS NECESSARY. IF TRAFFIC FLOW IS RESTRICTED, TRAFFIC SHALL BE KEPT OUT OF THE PROJECT AREA. TRAFFIC SHALL BE KEPT OUT OF THE PROJECT AREA. TRAFFIC SHALL BE KEPT OUT OF THE PROJECT AREA.
- DO NOT CONDUCT SITE CLEANING OPERATIONS UNTIL TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES ARE IN PLACE.
- PREVENT TEMPORARY EROSION AND SEDIMENTATION MEASURES TO PREVENT SOIL EROSION AND SEDIMENTATION. MEASURES SHALL BE MAINTAINED UNTIL THE PROJECT IS COMPLETED AND THE SITE IS RESTORED TO ITS ORIGINAL CONDITION.
- RESPECT, MAINTAIN, AND REPAIR EROSION AND SEDIMENTATION MEASURES DURING CONSTRUCTION UNTIL PERMANENT VEGETATION HAS BEEN ESTABLISHED.
- REPAIR EROSION AND SEDIMENTATION MEASURES AND STABILIZE AREAS DISTURBED DURING CONSTRUCTION.
- ALL EROSION CONTROL MEASURES SHALL BE INSTALLED, MAINTAINED, AND MAINTAINED PER APPLICABLE EROSION CONTROL PRACTICES (ECP).
- RESPONSIBILITY FOR THE INSTALLATION, MAINTENANCE, AND MAINTENANCE OF ALL TEMPORARY EROSION CONTROL MEASURES SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
- THE GENERAL CONTRACTOR SHALL BE REQUIRED TO REMOVE ANY AND ALL DEBRIS RESULTING FROM CONSTRUCTION TRAFFIC ENTERING OR EXITING THE SITE FROM THE END OF EACH WORKING DAY.
- THE STANDARD SPECIFICATIONS FOR ALL STEEL AND MATERIALS INSTALLATION AND CONSTRUCTION SHALL BE THE STANDARD SPECIFICATIONS FOR STEEL AND MATERIALS INSTALLATION AND CONSTRUCTION, LATEST EDITION, THE WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE TRANSVERSE.
- CONTRACTOR TO REPAIR ANY LAWN DAMAGE THAT MAY OCCUR AS A RESULT OF CONSTRUCTION ACTIVITIES.



GEHL'S PERFORMING ARTS PAVILION
 AT FIREMAN'S PARK
 W162 N11870 PARK AVENUE, GERMANTOWN

GRADING & DRAINAGE PLAN

DATE:	06/19/17
JOB NO:	15066.029
DRAWN BY:	SSAB
CHECKED BY:	KJJ
SHEET NUMBER:	C1.1

[illegible]

WALL TYPE	DRAWING	DESCRIPTION
①		CONCRETE PRECAST PANEL: 8" THICK PRECAST CONCRETE WALL PANEL w/ DRINK PLAT & EXPOSED PRECAST CONCRETE ACCENTS w/ APPEARANCE OF FORMS ON EXTERIOR SIDE - PROVIDE IMPERV. FINISH FROM INTERIOR - R/IT PLAN & SCHEDULE FOR PANEL JOINTS & R/IT RECTIONS AND ELEVATIONS FOR ACCT. LOCATIONS & RISERS
		WALL TYPES 4

[illegible]

GENERAL FLOOR PLAN NOTES:

- 1. CGC IS REQUIRED TO BURST (IN PLACE OF ALL REINFORCED CONCRETE) TO EXPOSE THE TACTILE BURN STATING TEST AND COMPLYING WITH ICC 1001 SHALL BE PROVIDED ADJACENT TO EACH DOOR TO ALLOW FOR EGRESS. AN EXTENSION AREA FOR ADJUSTED RECESS, AN EXIT STAIRWAY, AN EXIT RAMP, AN EXIT PASSAGE AND THE EXIT DISCHARGE.

GENERAL WALL NOTES:

- 1. ALL PERIMETER ARE FROM NON-FINISHED SURFACES UNLESS OTHERWISE NOTED. ALLOW FOR FLOOR AND WALL FINISHES. REPORT TO AND FOLLOW MANUFACTURER'S SPECIFICATIONS AND UNDERSTANDING LABORATORIES DIRECTLY FOR SPECIFIC CONCRETE FINISHES.
- 2. INSTALLATION OF ALL MECHANICAL EQUIPMENT SHALL COMPLY WITH THE DEPARTMENT OF AIA PROFESSIONAL SERVICES CHAPTER 10.
- 3. ALL PENETRATIONS THROUGH REINFORCED CONCRETE SHALL BE PROTECTED BY ICC 1001 AS REQUIRED BY THE CONTRACTOR. PENETRATIONS THROUGH EXTERIOR WALLS SHALL BE PROTECTED BY ICC 1001 AS REQUIRED BY THE CONTRACTOR.
- 4. ALL EXTERIOR ELEVATIONS & SECTIONS FOR FINISHED FINISHES LOCATIONS & HEIGHTS.
- 5. ALL JOINTS INSTALLED ON OR BETWEEN FIRE RESISTANT RATED WALLS, FLOOR OR CEILING ASSEMBLIES AND ROOFS OR ROOF CEILING ASSEMBLIES SHALL BE PROTECTED BY APPROVED FIRE RESISTANT JOINT SYSTEMS FOR EACH JOINT. CONTRACTOR TO SCHEDULE JOINT PROTECTION PRIOR TO INSTALLATION OF FINISHES.

GENERAL ELECTRICAL NOTES:

- 1. ALL ELECTRICAL WORK SHALL BE IN COMPLIANCE WITH ALL GOVERNING CODES, ORDINANCES AND STANDARDS. ELECTRICAL SERVICES SHALL BE PROVIDED AS REQUIRED BY THE OWNER. ADDITIONAL DEVICES THAT BE REQUIRED BY GOVERNING CODES. ELECTRICAL CONTRACTOR TO PROVIDE ADDITIONAL ELECTRICAL SYSTEMS AS REQUIRED BY GOVERNING CODES.
- 2. ELECTRICAL CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT AND LABOR TO INSTALL THE ELECTRICAL SYSTEM. A PLAN OF RECOGNIZED CONTRACTOR OF LIGHT FIXTURES TO OWNER ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
- 3. ELECTRICAL ENGINEERING/DESIGNER SHALL PROVIDE DESIGN AND INSTALLATION FOR ALL RECOMMENDED EQUIPMENT, LIGHTING, DEVICES, AND FIXTURES. ALL MATERIALS, EQUIPMENT AND LABOR SHALL BE IN COMPLIANCE WITH ALL GOVERNING CODES, ORDINANCES AND STANDARDS. VERIFY A JOC FOR EMERGENCY LIGHTING REQUIREMENTS. SEE SECTION 08.00 AND 09.00.
- 4. ELECTRICAL CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT AND LABOR TO INSTALL THE ELECTRICAL SYSTEM. VERIFY WITH GENERAL CONTRACTOR SCOPE OF WORK FOR ADDITIONAL ELECTRICAL REQUIREMENTS (HALLS, HALLWAYS, ENTRANCE, ETC).
- 5. ELECTRICAL ENGINEERING/DESIGNER SHALL WORK WITH MECHANICAL CONTRACTOR FOR ELECTRICAL REQUIREMENTS AS NECESSARY FOR MECHANICAL SYSTEMS (ELEVATORS, ETC).
- 6. ELECTRICAL ENGINEERING/DESIGNER SHALL WORK WITH OWNER'S SECURITY SYSTEM ARCHITECT FOR ELECTRICAL REQUIREMENTS AS NECESSARY FOR SECURITY SYSTEMS (CCTV, ACCESS CONTROL, ETC).
- 7. ELECTRICAL ENGINEERING/DESIGNER SHALL COORDINATE PHONE, DATA, CATV, FIBER + RECEPTACLE LOCUS IN OWNER PRIOR TO INSTALLATION.
- 8. ELECTRICAL CONTRACTOR TO RANISH AND INSTALL CONDUIT WITH PULL STRING TO SPACE FOR DATA TELEPHONE AS NECESSARY TO VERIFY WITH OWNER.
- 9. SEE SPECIFICATIONS FOR ADDITIONAL EXTERIOR LIGHTING CONDITIONS.

[illegible][illegible]

ALL SIZE PRINT • 36" x 36" B&W

 PERSPECTIVE DESIGN, INC. 10325 N. Milwaukee, WI 53226 Tel (414) 302-1780 Fax (414) 302-1781	New Building For Greenmound Plaster Pavilion Performing Arts Geithart at Firemans Park W182 N11670 Park Ave. Greenmound WI 53022		REV #	DATE	REVISION
	Project:		REV #	DATE	REVISION
Drawing Title:			DATE: 06.16.17		
FLOOR PLAN			Scale: NOTED		
Drawn: DNG			Job: 16-122		
Sheet:			A1.1		

[illegible]

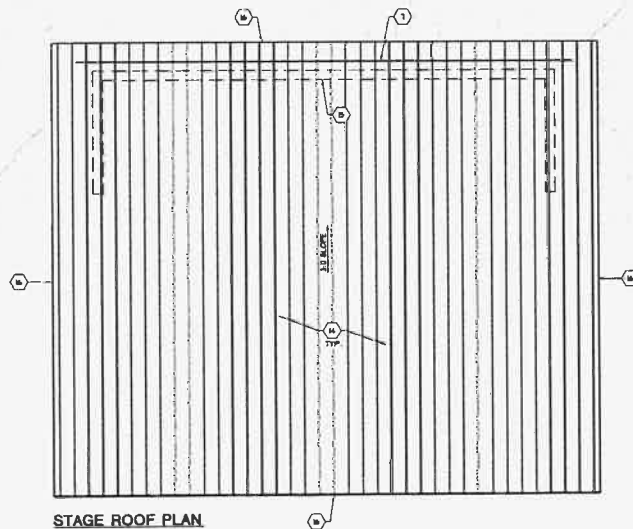
PLOT DATE: 6/9/2017

PLOT NAME: P - PROJECTS/GERMANTOWN/ROSEHILL/VAUD - STORM - JAMES HILL/2017

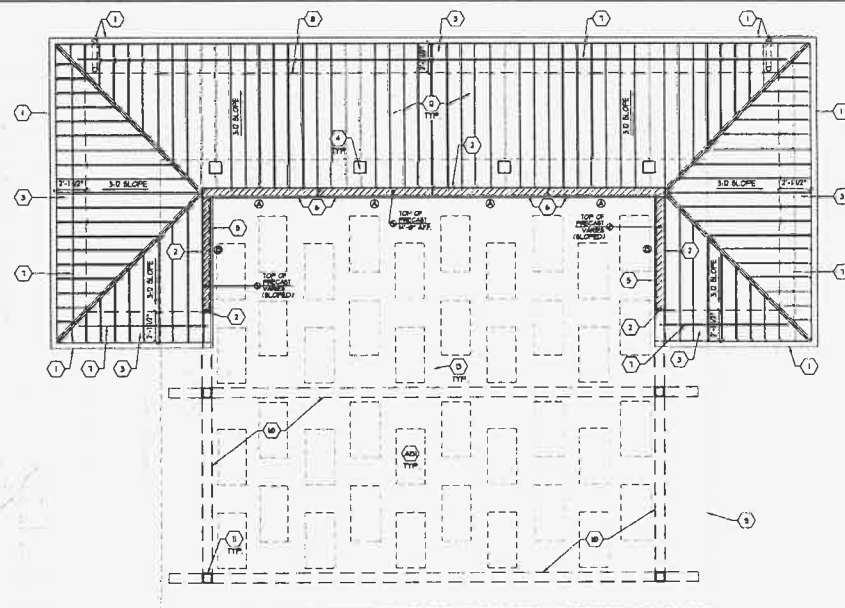
GENERAL ROOF PLAN NOTES

1. SEE STRUCTURAL ROOF FRAMING PLAN AND DETAILS FOR ADDITIONAL ROOF NOTES.
2. ALL TYP. FLASHINGS/COVERS TO BE INSTALLED PER BRACHA STANDARDS.
3. ROOF DRAIN (DRAIN) + DRAIN (DRAIN) SPOTS BY EXISTING SCREENS TO GRADE.
4. SLOPE GUTTER TO DOWN SPOUT - 1/4" PER FOOT MIN.
5. ICE AND WATER SHIELD TO BE INSTALLED ON ENTIRE BACK STAGE ROOF FROM EAVES TO ROOF.
6. PRECAST CONCRETE WALL INTERSECTION - WRAP ICE AND WATER SHIELD UP PRECAST WALL TO UNDERLIE OF FLASHING AT HEAD WALL + SIDE WALL LOCATIONS. INSTALL PER MRCA ROOFING AND WATER PROOFING MANUAL, LATEST EDITION.

GENERAL ROOF NOTES 3



STAGE ROOF PLAN



BACK STAGE ROOF PLAN

STAGE / BACK STAGE ROOF PLANS 2

PLAN NORTH TRUE NORTH

ROOF PLAN KEYED NOTES 1

1. PREP IN ALUMINUM GUTTERS PITCHED TO DOWNSPOUT ASSEMBLY. DOWNSPOUTS DISCHARGE AT GRADE.
2. PROVIDE PREP IN METAL GUTTER FLASHING + PRECAST WALL STANDING BEAM METAL ROOF INTERSECTIONS - RVT SECTIONS FOR ADDITIONAL INFORMATION.
3. 7'-11/2" OVERHANG FROM FACE OF PRECAST CONCRETE WALLS w/ VENTED ALUM. ROOF - RVT SECTIONS FOR ADDITIONAL INFORMATION.
4. ROOF VENTS (MIN. 50 SQ. INCHES PER UNIT) - ROOFER TO PROVIDE ADEQUATE VENTILATION FOR BACK STAGE - QUANTITY AND LOCATION TO BE DETERMINED BY ROOFING CONTRACTOR + APPROVED BY OWNER. FLASH AROUND ALL ROOF PENETRATIONS AS NECESSARY.
5. PRECAST CONCRETE SIDE PANELS TO EXTEND TO BOTTOM OF STAGE ROOF METAL DECK - TOP OF PANELS BURRED TO MATCH SLOPE OF ROOF ABOVE. RVT SECTIONS ELEVATIONS + PRECAST PANEL SCHEDULE FOR ADDITIONAL INFORMATION.
6. PRECAST CONCRETE PANELS BEHIND STAGE EXTEND ABOVE BACK STAGE ROOF TO 14'-0" AFF. TO NEAR ROOF STRUCTURE ABOVE - RVT SECTIONS + STRUCTURAL DRAWINGS FOR ROOF STRUCTURE CONNECTION INFORMATION. PROVIDE BIRD SPIKES AT TOP OF PRECAST CONCRETE WALL.
7. PROVIDE SNOW GUARDS AROUND PERIMETER OF BACK STAGE ROOF + AT LOW SIDE OF STAGE ROOF.
8. OUTSIDE FACE OF EXTERIOR WALL (BELOW).
9. RIDGE OF STAGE ROOF (ABOVE).
10. STEEL BEAMS (ABOVE) TO SUPPORT STAGE ROOF SHOWN FOR REFERENCE - RVT SECTIONS + STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
11. 8" STEEL TUBE COLUMNS - RVT SECTIONS + STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
12. BACK STAGE ROOF CONSTRUCTION: PREP IN STANDING BEAM METAL ROOFING OVER 3/4" OSB OR PLYWOOD SHEATHING OVER PREPARED WOOD TRUSSES + 24" O.C. (TYP.) - RVT SECTIONS + STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION. SEE ROOF PLAN GENERAL NOTES FOR ICE AND WATER SHIELD INFORMATION.
13. STEEL PURLIN STAGE ROOF FRAMING (ABOVE) SHOWN FOR REFERENCE - RVT SECTIONS + STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
14. STEEL BEAM CONSTRUCTION: PREP IN STANDING BEAM METAL ROOFING OVER 3/4" OSB OR PLYWOOD SHEATHING OVER 1 1/2" METAL DECK ON STEEL PURLIN STAGE ROOF FRAMING - RVT SECTIONS + STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
15. PRECAST CONCRETE PANELS (BELOW).
16. PROVIDE DRAIN TYP. ROOF EDGE FLASHING w/ CONTIGUOUS GLEAT ON SK TREATED WOOD BLOCKING AROUND PERIMETER OF STAGE ROOF - RVT SECTIONS FOR ADDITIONAL INFORMATION.
17. ALTERNATE BID: INSTALL PREP IN ACROUSTICAL CEILING PANELS PER MANUFACTURER'S INSTRUCTIONS AT BOTTOM SIDE OF STAGE ROOF DECK. CONTRACT + CONSULT w/ ACROUSTICAL ENGINEER TO DETERMINE EXACT MATERIAL SPECIFICATIONS, QUANTITIES + PANEL LOCATIONS.

PROJECTS/GERMANTOWN/ROSEHILL/VAUD - STORM - JAMES HILL/2017

DATE: 06/16/17

SCALE: NOTED

DRAWN: DNG

JOB: 16-122

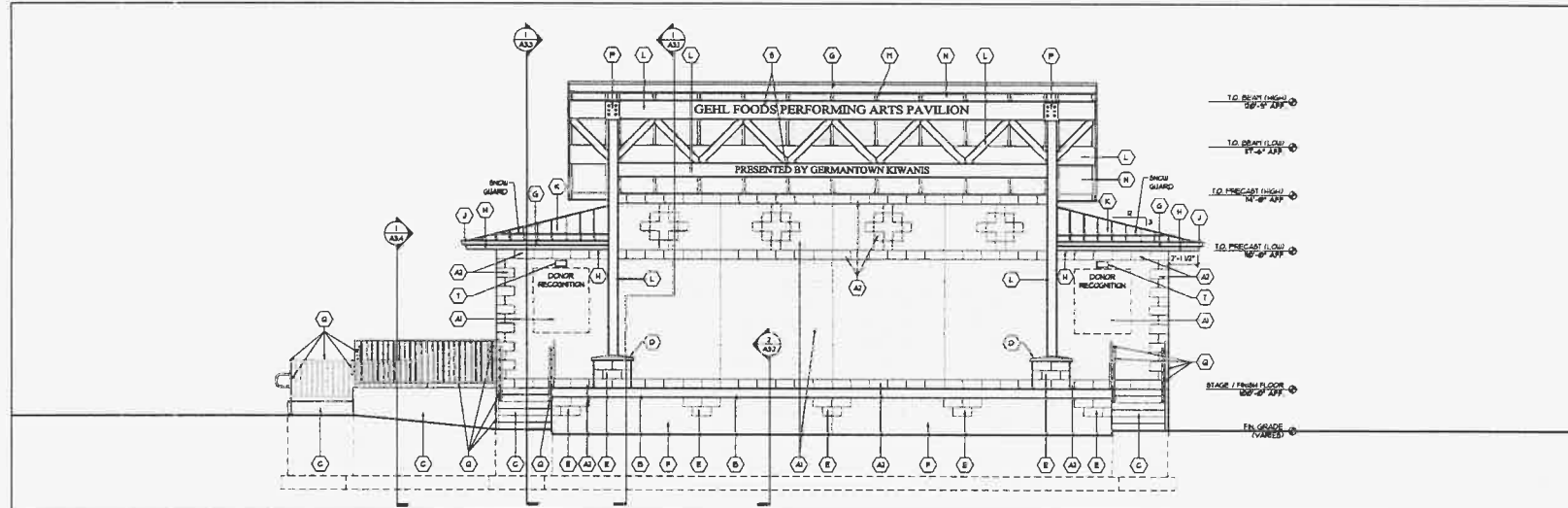
SHEET: A1.2

PROJECT: Gehl Foods Performing Arts Pavilion at Fireman's Park

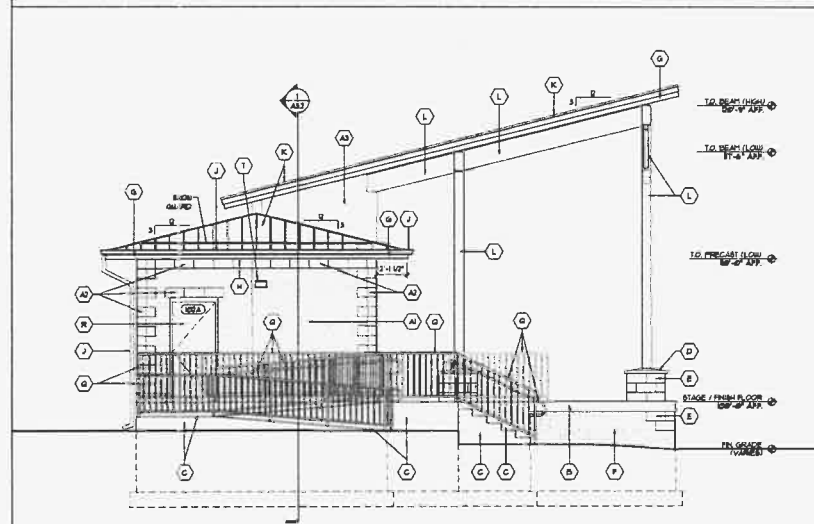
11525 W. North Avenue
Wauwatosa, WI 53226
Tel: (414) 302-1780 Fax: (414) 302-1781

PERSPECTIVE DESIGN, INC.

NEW YORK, NY
DATE: 6/16/17
STATE: NY
PROJECT: Gehl Foods Performing Arts Pavilion at Fireman's Park



SOUTH ELEVATION
1/8" = 1'-0" **3**



WEST ELEVATION
1/8" = 1'-0" **2**

EXTERIOR MATERIALS			
REV	EXTERIOR	INTERIOR	NOTES
A1	PRECAST CONC PANELS	INTERNATIONAL CONCRETE PRODUCTS	GENERAL SHALE (DANSLEY OPTIM BLEND) THIN SPUR RELAY
A2	PRECAST CONC PANELS	INTERNATIONAL CONCRETE PRODUCTS	SUSPENDED PRECAST CONCRETE ACCENTS
A3	PRECAST CONC PANELS	INTERNATIONAL CONCRETE PRODUCTS	EXPOSED PRECAST CONCRETE
B	CONCRETE STAGE FLOOR	INTERNATIONAL CONCRETE PRODUCTS	
C	CONCRETE STAIR / RAMP & STAGE WALL	INTERNATIONAL CONCRETE PRODUCTS	
D	CAST STONE CAP @ COLUMNS	INTERNATIONAL CONCRETE PRODUCTS	
E	CAST STONE VENEER @ COLUMNS & STAGE WALL	INTERNATIONAL CONCRETE PRODUCTS	MATCH EXPOSED PRECAST ACCENTS
F	ENGRAVED DONOR RECOGNITION BACK	T & B	
G	ALUM. FASCIA	PAC-CLAD	METAL FASCIA WRAP "COLOR 120"
H	ALUM. DOFFIN VENTS	PAC-CLAD	"COLOR 120"
I	ALUM. GUTTER	FACTORY FINISH TO MATCH "ITEM 1"	
J	STANDING SEAM MET. ROOFING	PAC-CLAD	"COLOR 120"
K	STRUCTURAL STEEL	PT 50 ERWIN WILLIAMS "SW100" - CITY SCAPE	
L	STEEL PURLING	PT 50 ERWIN WILLIAMS "SW100" - CITY SCAPE	
M	TRAVELER MET. HOOD DECK	PT 50 ERWIN WILLIAMS "SW100" - CITY SCAPE	
N	DECORATIVE STEEL CONNECTOR PLATE	PT 50 ERWIN WILLIAMS "SW100" - CITY SCAPE	
O	STEEL GUARD RAIL - HANDRAIL	PT 50 ERWIN WILLIAMS "SW100" - CITY SCAPE	
P	PRECAST CONCRETE DOOR	PT 50 ERWIN WILLIAMS "SW100" - CITY SCAPE	
Q	STEEL CHANNEL LETTER SINGLES	T & B	
R	SECURITY LIGHT	RT ELEC	

GENERAL NOTES:
1. PROVIDE Joints in PRECAST CONCRETE AS SHOWN, CONTACT ARCHITECT FOR LOCATION
2. PROVIDE COLOR SAMPLES OF ALL EXTERIOR MATERIALS TO OWNER PRIOR TO INSTALLATION
3. PROVIDE APPEARANCE OF TRAILER MOUNTED JOINTS AT SUSPENDED PRECAST CONCRETE ACCENTS TO MATCH APPEARANCE OF CAST STONE VENEER

EXTERIOR MATERIALS SCHEDULE
1

ALL SIZE PRINT - 1/8" = 1'-0" SHEET
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Project:

Gehl Foods Performing Arts Pavilion at Florence Park

1182 N1870 Park Ave.
German Town WI 53022

Scale:

1/8" = 1'-0"

Date:

06/10/17

Scale:

NOTED

Drawn:

DWG

Job:

16-122

Sheet:

A21

Project:

Gehl Foods Performing Arts Pavilion at Florence Park

1182 N1870 Park Ave.
German Town WI 53022

Scale:

1/8" = 1'-0"

Date:

06/10/17

Scale:

NOTED

Drawn:

DWG

Job:

16-122

Sheet:

A21



EXTERIOR MATERIALS SCHEDULE

PERSPECTIVE DESIGN, INC. 11825 W. North Avenue Farmingdale, NY 11735 (516) 937-1200	Drawing Title: PAVILION ELEVATIONS			The Date: Scale: Drawn by: Job: Sheet	06/14/79 NOTES DMC 16-12 A2.2
	Project:				
	New Building For Germantown Juvenile				
	Gehl Foods Performing Arts Pavilion at Firement's Park				
	W162 NH870 Park Ave. Germantown WI 53022				
	REV. # DATE DESCRIPTION REV. BY				
1 6/6/79 5/DATE PLAN REVISED B.A.K.					

A2.2



PAVILION SECTION	1
VTM-8	

ALL RACE PRINT • 36" x 50" SHEET

Project:

Client: Gehl Foods Performing Arts Pavilion at Firemen's Park, 11618 N19700 Park Ave., Germantown WI 53022

Architect: PERSPECTIVE DESIGN, INC., 11325 W. North Avenue, Tel. (414) 302-1790, Fax: (414) 302-1791

Rev.: 6/16/11

Rev. By: STATE PLAN REVIEW

Rev. For: BAC

Drawing Title:

PAVILION SECTION

Date: 06/16/11

Scale: NOTED

Drawn: DNI

Job: 16-12

Sheet:

A3.1



REV.	DATE	DESCRIPTION
	6-6-71	STATE PLAN REVISED
Project: New Building For Germantown, Iowa Gehl Foods Performing Arts Pavilion at Firemen's Park WH82 NH870 Park Ave. Germantown WI 53022		
PERSPECTIVE DESIGN, INC. 11522 W. North Avenue Milwaukee, WI 53226 Telephone: (414) 330-1300, (414) 901-1781		
Drawing Title: SECTIONS		
Date:	06-15-71	
Scale:	NOTE	
Drawn:	DN	
Job:	16-152	
Sheet:	A3.2	

**PERSPECTIVE
DESIGN, INC.**
11525 W. North Avenue
Wauwatosa, WI 53226
Tel. (414) 302-1780 Fax. (414) 302-1781

Drawing Title:	
SECTIONS	
Date:	08.16.12
Scale:	NOTE
Drawn:	DN
Job:	16-12
Sheet:	A3.2

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3	08.16.17	DMG	100-122
4	08.16.17	DMG	100-122
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Drawing Title:	
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Date:	06.18.17
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Drawn:	DNG
Job:	16-122
Sheet:	A3.3



Date:	08.16.17
Scale:	NOTED
DRAWN BY:	DNG
Job:	16-122
Sheet:	

A3.4

CA - General Requirements

[illegible]

Design/Build requirements. The design services for this project may include or designate contractors. If the Contractor is any subcontractor is required to provide design services as part of their scope of work, then that subcontractor shall be responsible to design and coordinate their system with the Owner's needs, taking into account all of the project parameters including the designs of other project components. It shall be the design-builder's responsibility to coordinate their design with the Owner's requirements. The design-builder must take the responsibility to schedule meetings with the Owner to review the Owner's requirements and a final meeting with the Owner to review how completed design meets those requirements. The Contractor is responsible to coordinate the designs of various other design-build contractors working on the project.

Extended Construction. If indicated, the project may have phased construction. Before commencing work of each phase, the Contractor shall submit an updated copy of construction schedule showing the commencement, sequence and completion dates for phases of the Work.

Owner Responsibilities The Owner may be completing work outside the scope of Project on the site. Contractor shall cooperate fully with Owner or the Owner's contractor so work may be carried out smoothly, without interrupting or delaying work under Contract or separate work by the Owner. Contractor shall mark the work of this Contract with performed by Owner. The Owner may be supplying materials for this Project. Contractor's work related to Owner supplied materials include receiving, unloading, handling, storing, protecting, and installing Owner-furnished products.

[illegible]

Construction Schedule. The Contractor shall prepare and provide to the Owner prior to the start of the Construction a Construction schedule that indicates the current events during the Project, and shall promptly notify the Owner of any delay. The Contractor indemnifies owners of any reasons that the schedule completion date, agreed to by the Owner, will not be met. The Contractor is responsible to coordinate sequencing and scheduling of the work to ensure uninterrupted and efficient work progress. The Architect assumes no responsibility for the failure of the Contractor to deliver project by the completion date, as may have been agreed to by the Owner.

Quality Control and Testimony Conditions. The Contractor and each subcontractor shall provide and justify the means and methods of construction for each phase of work. The general contractor shall conduct appropriate testing to verify quality of construction. Subcontractors and suppliers shall verify the appropriateness of their materials and construction and shall inform the attention of the General Contractor or Architect any issues or concerns that they have before beginning work. Materials construction must be appropriate for the environment the work will be located in and the proposed use. All materials and construction must be of commercial quality.

[illegible]

Materials and Methods: The subcontractor and material suppliers shall provide copies of all submittals to the General Contractor for review and approval to the Architect. When material samples are submitted, particularly for color selection, actual samples are required over manufacturer's literature. Materials used on the Project must then replicate, well known manufacturers with a history of providing commercial quality materials on similar type projects. If materials are designed on the drawings in a general manner, the contractor shall submit a list of materials and products that are compatible with the surrounding construction and submit for the location and function for which they are being installed. For materials provided by the owner, the contractor shall provide submittals to the Architect (for approval of use) material used prior to the material being installed. If materials are called out specifically such as proprietary name or by manufacturer make and model, the contractor shall provide submittals to the Architect, and must provide and install the actual specified material.

[illegible][illegible][illegible][illegible]

By accepting this Addendum, the Contractor will prepare multiple Applications for Payment using the AIA Standard Application and Certificate for Payment including an up-to-date schedule of Values efficiently broken down by division of work for the Owner and Architectural Firm to evaluate the progress of the Project. Each Application for Payment must include a statement of work received from the General Contractor and 50 days elapsed time received from all subcontractors. The Contractor will submit Applications for Payment on a monthly basis for the current month's Application for Payment. Applications for Payment may include listing for work in place or for materials stored on-site. No advanced billing for work or materials stored on-site or materials stored on-site at the time of Application for Payment will be accepted. By accepting this Addendum, the Contractor represents that the General Contractor and the Architect have been constructed in substantial compliance with Contract Documents, including the drawings and specifications.

Project Closeout. The Contractor shall prepare a punch list based upon an on-site meeting with the Owner when the project is substantially complete. The Contractor shall not expediently correct or complete the items on the punch list and prepare the Project or final acceptance by the Owner. Time is of the essence for completing the punch list items. The Contractor shall perform a thorough final cleaning before turn over of the Project to the Owner. The Contractor shall assemble and provide to the Owner two copies of all warranty, operations and maintenance documents in clearly organized, three-ring binders. The Contractor shall provide to the Owner, one set of color, neatly mounted-up standard drawings (in good condition) showing the as-built condition of the Project. The

Contractor and their subcontractors shall review the closeout documents with the Owner at a time of Final Completion and shall instruct the Owner on how to operate and maintain all equipment and facilities associated with the Project.

2 - Existing Conditions
 General Notes to Section

Demolition: Submit a demolition schedule to the Owner before beginning demolition work. All demolition, cutting or patching necessary for the execution of the work shall be done to the extent and necessary and all areas shall be restored to a finished appearance as soon as possible after the work is complete. If necessary, engage a professional engineer to verify that demolition activities will not result in a structural

[illegible]

1 - Concrete

Copyright Clearance Center, Inc., 222 Rosewood Drive, Danvers, MA 01923. 0890-6895/96 \$05.00 + .00.

[illegible][illegible]

Precast Concrete: Precast concrete work shall be in accordance with applicable codes as perkins by ASTM K11 and ACI. Submit shop drawings for review and approval. Submit detailed simple structural calculations and supporting drawings for approval submitted to the Authority having jurisdiction if precast concrete is specified as part of the project. Obtain samples of all materials and endure. The precast manufacturer is responsible to provide design support, including but not limited to the following:
• A qualified professional engineer. Refer to drawings for locations where precast concrete is part of a fire rated assembly. Installing contractor must be experienced and trained to install the precast concrete using qualified tradesmen. Materials must be installed in accordance with the manufacturer's instructions.
• A qualified professional engineer should design temporary support during erection. Precast contractor and manufacturer must coordinate with the General Contractor and mechanical

standards. If the brick or stone are to be incorporated into the precast concrete, a fresh from source samples of the masonry units and concrete that will be visible in the finished surface masonry units. If the precast concrete or any embedded materials are a shell surface, then a mock-up, incorporating all finishes, must be constructed of appropriate size for Owner and Architect approval before fabrication of final members. Refer to drawings for revision requirements for precast concrete elements. Precast manufacturer must refer to structural documents and coordinate with the General Contractor for installed elements associated with other trades. If required by the Authority having Jurisdiction, provide a test report by an independent testing agency showing that the product has been fabricated in accordance with these documents.

- Monday

2025 RELEASE UNDER E.O. 14176

[illegible]

Items, less connecting members to other materials must allow for differential movement based on loading requirements and moisture and temperature change. Refer to the following for more detailed information on the use of wood in a wall system. For immediate or R/R doors, Plenum-A-Banner. Fasteners that are not corrosion-resistant as all openings, shall have physical and-claims constructed of the same material as the coating - selected alone is not an approved and/or. Provide compressive accessories such as compressible fibers, control joint gaskets, bond breakers, neaps and vents. Repair and maintenance of necessary to create a structurally sound and aesthetically pleasing appearance. Masonry construction to coordinate with General Contractor. Masonry must be enclosed material and necessary penetrations. Provide compressive strength reports for structural masonry ties, mortar and grout.

Moysa

ASME's Design Handbook is a new series of 10 books that will conform with applicable standards as published by ASME, ANSI, and ASCE. Each book's structure will closely follow ASME requirements. Due to the temporary nature of the ASME standards, the books will be published in a format that will allow the publisher to make changes to meet ASME specifications, rather than the traditional format of a book that is published and then revised. The publisher will be responsible for making the changes to the books for approval. Prior to the printing of each drawing, the design engineer will review all drawings and specifications for compliance with the ASME standards. The publisher will be responsible for making the changes to the books for approval. Prior to the printing of each drawing, the design engineer will review all drawings and specifications for compliance with the ASME standards. The publisher will be responsible for making the changes to the books for approval. Prior to the printing of each drawing, the design engineer will review all drawings and specifications for compliance with the ASME standards.

[illegible]

Wood, Plastic, and Composites

EX-109 Form to be used by the holder of exempt accounts for voluntary withdrawal.

[illegible]

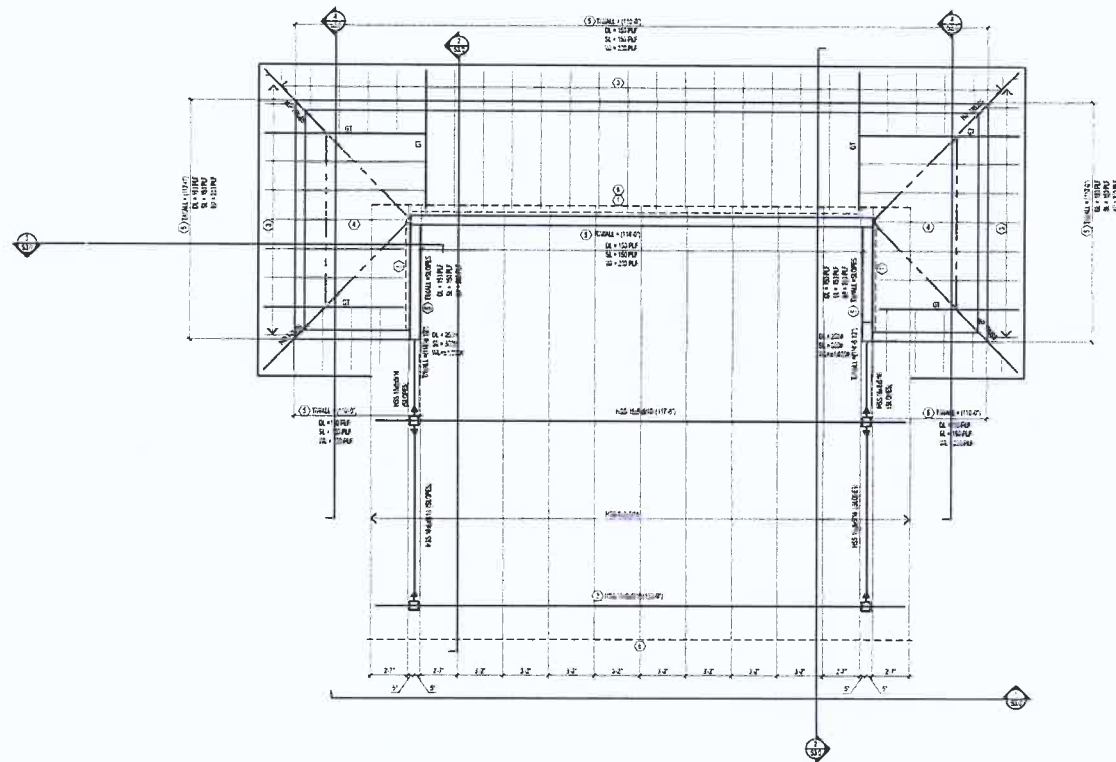
10. Trusses. Refer to *ough* *Comply* for additional information. *Wood Trusses* shall conform with applicable standards as published by TPI and APFA. Submit shop drawings for approval. Metal connector-plate wood trusses have not been analyzed by the structural engineer; supplier shall retain a qualified professional engineer to design the truss to be in compliance with project requirements. *Steel standards and code.* Submit design and supporting drawings signed by a professional engineer. Component essential to the Authority having jurisdiction, handle and store trusses per OSHA guidelines. Refer to drawings for truss attachment and tie-down requirements; attachment must be in compliance with code.

[illegible]

Notes: Repairs: Water repellant shall be in conformance with applicable code as published by ASTM. This section relates to water repellant used in contact with concrete, masonry and stone construction. Where noted otherwise, specified materials and methods of application are to be in accordance with the manufacturer's instructions. Manufacturer: McGraw-Hill Construction Products or GORON Company. Water repellant shall be water resistant for 400 hours and water vapor transmission by 100 mm/min. Submit the product data for each product to be used. Water repellant, as installed, must be applied in a uniform manner. The water repellant must be applied to all surfaces in or on masonry that must be compatible with water repellant applied under section. Use joint sealants that are compatible with water repellant applied to the masonry. The water repellant must be applied before the joint sealant is applied. Verify that the substrate is free of moisture before applying repellant to the substrate. The water repellant must be applied in accordance with the manufacturer's conditions that are low cold, warm or dry. If required, confirm that pH of the water/masonry meets requirements. Install the number of sealant coats and at the thickness specified by the manufacturer. Clean and protect water repellant surfaces during construction.

[illegible][illegible][illegible]

PERSPECTIVE  PERSPECTIVE INC. 11525 N. North Avenue W82 N1870 Park Ave. Germantown WI 53022 Tel (414) 362-1789 Fax (414) 362-1781		Project: Genl Foods Performing Arts Pavilion at Flanders Park W82 N1870 Park Ave. Germantown WI 53022		Date: 06.15.17 Scale: NOTED Drawn: DNG Job: 18-050	Date: 06.15.17 Scale: NOTED Drawn: DNG Job: 18-050
Drawing Title SPECIFICATIONS		Date: 06.15.17 Scale: NOTED Drawn: DNG Job: 18-050		Date: 06.15.17 Scale: NOTED Drawn: DNG Job: 18-050	



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ROOF FRAMING PLAN
SCALE: 1/4"=1'-0"



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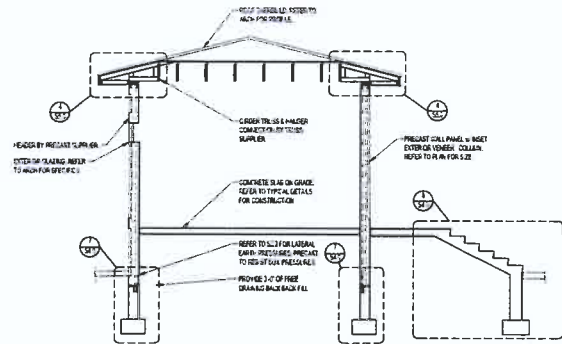
PERSPECTIVE DESIGN, INC.
1122 E. North Avenue
Milwaukee, WI 53202
Tel: 414.382.1474 Fax: 414.382.1475

Project:
New Building For Germantown County
Gehl Foods Performing Arts
Pavilion at Fremont Park
17622 Fremont Park Ave.
Germantown WI 53032

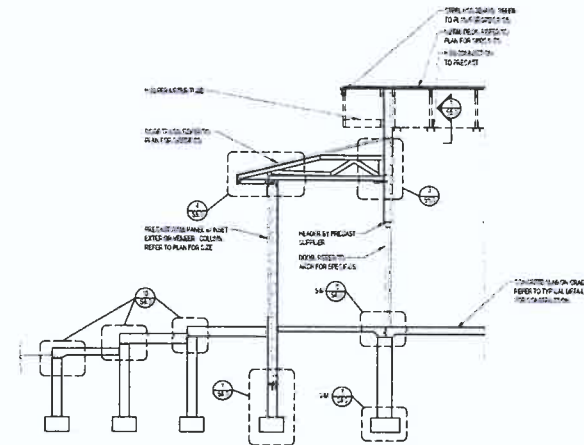
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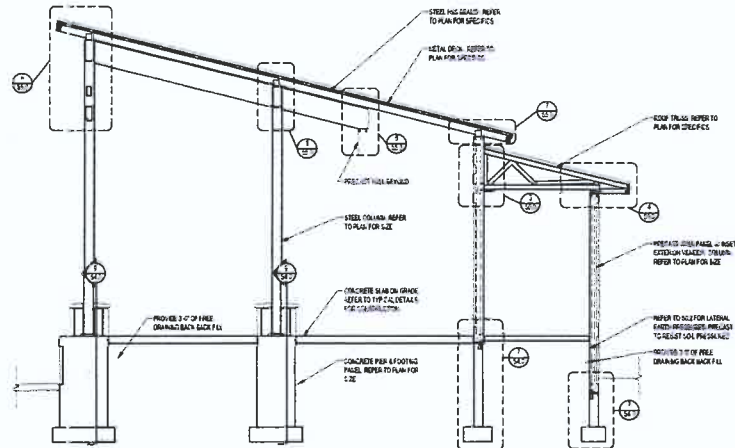
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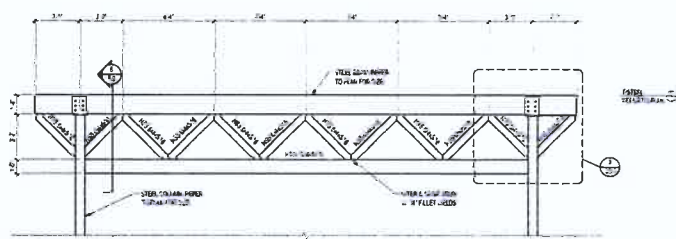
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2 SECTION
S3.0



1 SECTION
S3.0



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STRUCTURAL SECTIONS

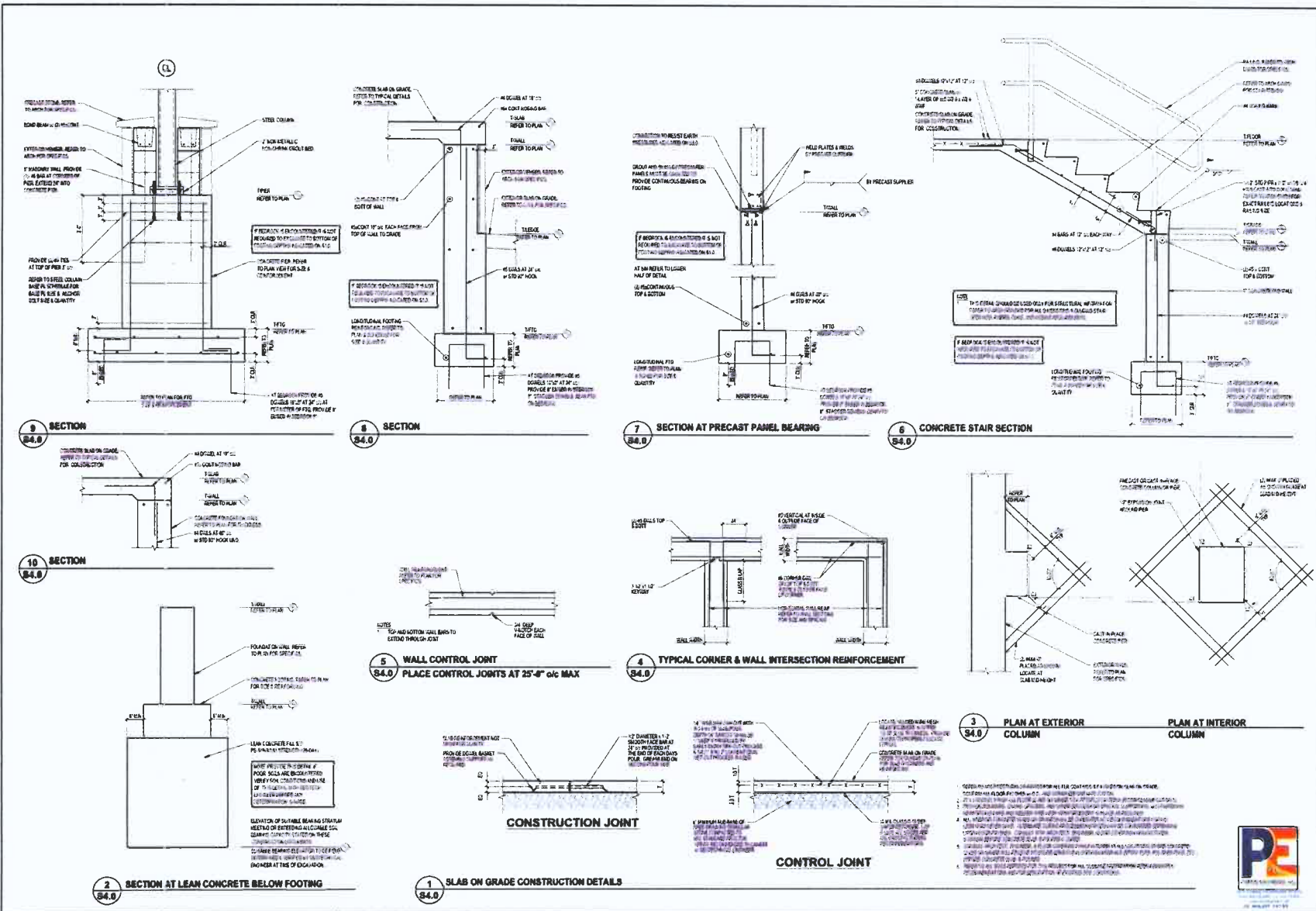
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Drawn: PDC
Job: 16-122
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Project:
New Building For Germantown Knights
Gehl Foods Performing Arts
Pavilion at Fireman's Park
7882 N1870 Park Ave.
Germantown WI 53022

Rev. # Rev. Date Description
6.16.17
S3.0

CONSTRUCTION SET
USE NO OTHER



Project
New Building for Germantown Township
Gehl Foods Performing Arts
Pavilion at Firemen's Park
W28 N1870 Park Ave.
Germantown WI 53022

DATE
6.16.17

Scale
PDC

Job
16-122

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S4.0

CONSTRUCTION SET
USE NO OTHER

PERSPECTIVE DESIGN, INC.
11325 N. 4th Ave.
Wauwatosa, WI 53226
Tel: 414.362.1111 Fax: 414.362.1111

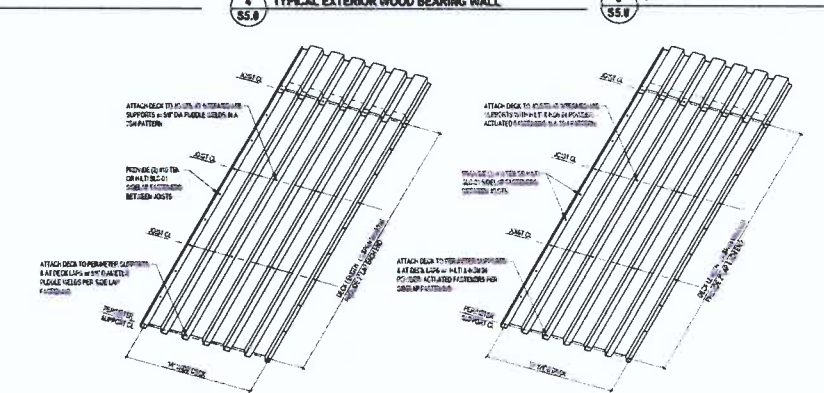
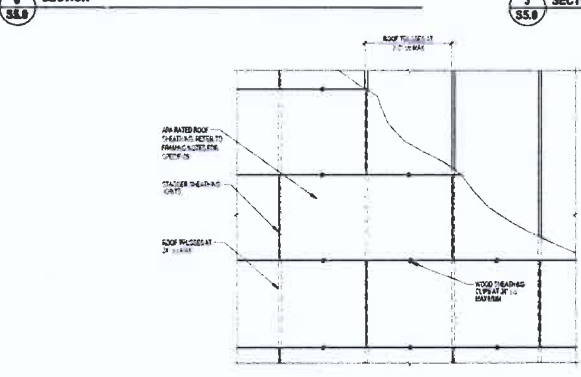
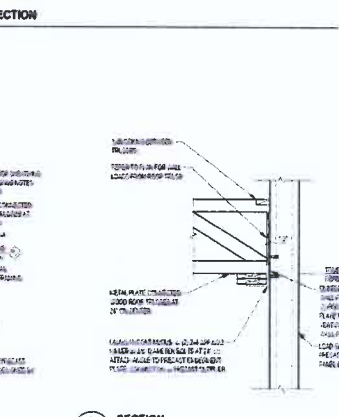
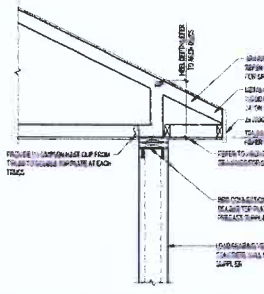
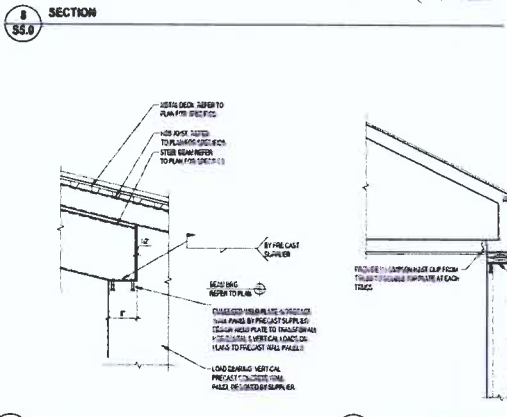
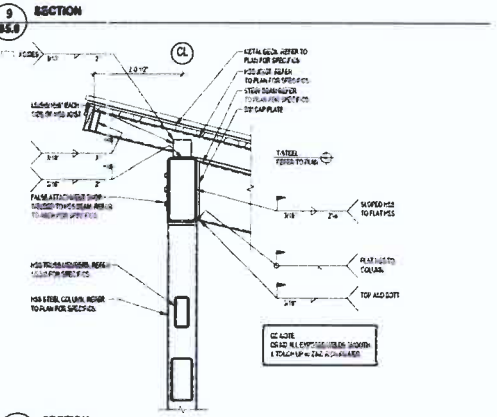
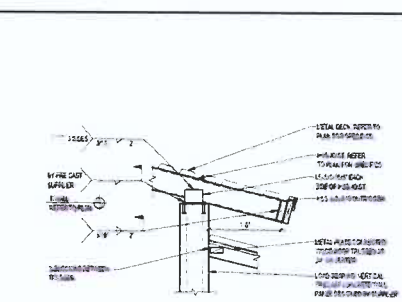
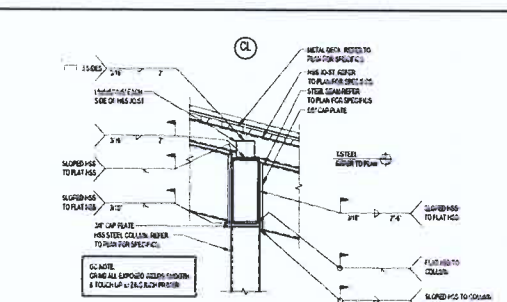
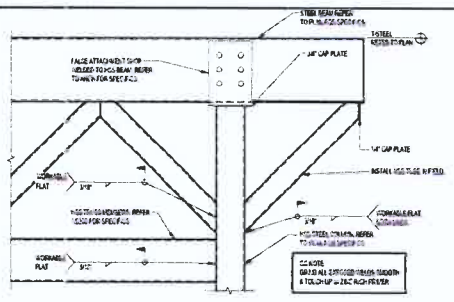
Project
New Building For Germantown Winery
Geni Foods Performing Arts
Pavilion at Firemen's Park
W882 N1870 Park Ave.
Germantown WI 53022

**PERSPECTIVE
DESIGN, INC.**
11335 W. NORTH AVENUE
MILWAUKEE, WI 53226
Tel: 414-362-1144 Fax: 414-362-1141

Drawing Title:
STRUCTURAL
DETAILS

Date: 8.16.97
Scale:
Drawn: PDC
Job: 16-122
Sheet:

S5.0



2 SECTION S5.0
TYPICAL ROOF SHEATHING ATTACHMENT U.N.O.

1 SECTION S5.0
ROOF DECK ATTACHMENT DETAIL 364 PATTERN

TAB 3

Keller, Inc.
Timeline, Contract
& Proposal



Calendar of Events

Gehl Performing Arts Pavilion

Germantown, WI

September 14th 2017

PRELIMINARY PROJECT REVIEW

6-Apr Engagement Letter Signed

PRE-CONSTRUCTION

4-May	Apply for WE Energies Utility
8-May	Commence Estimating & Competitive Bidding
24-May	Subcontractor proposals due back to Keller, Inc
6-Jun	Present Proposal to Owner
7-Jul	State of Wisconsin Approval
11-Jul	Apply for Local Building Permit
24-Aug	Release Precast & Structural Steel Contracts
15-Sep	Owner Signs Keller, Inc Construction Agreement
22-Sep	Local Permit received
2-Oct	Fundraising Compete
5-Oct	Precast & structural Steel shop drawings complete for PDI Review
9-Oct	Preconstruction Meeting
11-Oct	Groundbreaking Ceremony
13-Oct	Order all Donor Bricks

CONSTRUCTION

16-Oct	Commence Project
23-Oct	Earthwork completed
1-Nov	Footing & Foundation work completed
6-Nov	Precast Panels delivered to site & erected
13-Nov	Structural Steel Delivered to site & erected
20-Nov	Wood framing & decking to site and installed
27-Nov	Concrete flatwork completed
8-Dec	Masonry, Doors, Electrical, Paving, Railings completed
Spring	Final Grading, Landscaping, Punch list Completed
Spring	Owner Occupancy

Note: All dates are approximations and will be revised as needed



ADDRESS N216 State Road 55
P.O. Box 620
Kaukauna, WI 54130-0620
PHONE 920-766-5795
1-800-236-2534
FAX 920-766-5004
WEB SITE www.kellerbuilds.com

FOR OFFICE USE

Job No.: _____
Customer No.: _____
Sales Name: Nathan Laurent
D/P Paid: _____
WI Registered Building Contractor No.: #270016

CONSTRUCTION AGREEMENT

THIS AGREEMENT made by and between **KELLER, INC.**, a Wisconsin corporation, having its principal place of business at Kaukauna, Wisconsin, (hereinafter referred to as "Contractor,") and Germanatown Kiwanis Community Foundation CITY: Germanatown STATE: Wisconsin (hereinafter referred to as "Owner"); on whose property the building is to be placed as hereby described; State of Wisconsin County Washington Township or City Germanatown Section or Street Fingerns Park, Germanatown, WI 53022

For valuable consideration, the parties mutually agree as follows:

1. **CONSTRUCTION.** The Contractor agrees to construct on the premises of the Owner and the Owner agrees to purchase the materials and services required for such construction as described in the fully executed proposal. The specifications and materials descriptions in the text of the fully executed proposal supersede and takes priority over any inconsistent features shown on the plan drawings. The Contractor shall provide all materials, supplies, tools, equipment, labor as shall be required to promptly and fully complete such proposed construction project except as provided in subparagraph D "Owner's Responsibilities."
- Commencement of Work.** The Contractor shall commence the work approximately TBD and shall complete same as soon as good practice and due diligence will permit. It is agreed that if, for any reason, the Contractor is prevented from commencing work within TBD days of the effective date of this contract, it shall be renegotiated or be null and void at the sole and complete discretion of the Contractor; provided further, however, that to the extent that the Contractor is prevented from commencing such work at the direction of the Owner, the down payment made at the signing hereof shall be forfeited to the Contractor as liquidated damages, and not as a penalty.
- A. **Completion.** The Contractor agrees that construction shall be completed and the building ready for occupancy not later than TBD days from the date of commencement. Provided, however, that delays due to acts of God, adverse weather conditions, availability of materials and labor disputes, any change orders, and other delays not caused by the Contractor shall excuse such delay in performance, and void original estimated completion date.
- B. **Subcontracts.** The Contractor may subcontract such portions of the construction project as it shall select. Nothing contained herein shall create any contractual relationship between any such subcontractor and the Owner, however.
- C. **Owner's Responsibilities.** The Owner agrees to provide the following relative to the construction project:
 - (1) **Access to Site.** The Contractor and the Owner shall agree on a reasonable route across the Owner's land to the construction site and the damage, if any caused to lawns, fences, etc., shall not be the responsibility of the Contractor.
 - (2) The Owner shall provide all information regarding requirements and conditions of the site and the project including but not limited to the Owner's design, constraints, and pertinent and known criteria.
 - (3) The Owner shall furnish information and promptly render decisions to avoid delay in the progress of the design and construction of the project.
 - (4) **Material Protection.** The Owner shall use due care for the protection of materials stored on the site and the building itself during construction prior to final completion of the building.
 - (5) **Permits.** The Owner shall procure all required building permits, certificates and licenses required for the project by any and all government agencies unless otherwise specified.
 - (6) **Utilities.** The Owner shall provide such electricity, electrical hookup, and water as may be required by the Contractor for completion of the project unless otherwise specified.
 - (7) **Builder's Risk Insurance.** The Contractor shall provide Builder's Risk Insurance coverage during the construction phase of this project to insure against all risks or physical loss except flood damage or earthquake damage for materials provided and/or work contracted from the Contractor only unless otherwise specified. Any work contracted directly by the Owner is the responsibility of the Owner.
2. **PRICE AND TERMS:** The Owner agrees to pay \$ 392,427 to the Contractor for the services and material to be provided by the Contractor as described in the proposal dated 8/24/17.
 - A. **Time of Payment.** It is agreed that the Owner shall make cash payments in the following amounts at the times shown:

(1) \$ _____ (_____ %) down payment prior to construction	(4) \$ _____ (_____ %) upon substantial completion
(2) \$ _____ (_____ %) upon substantial completion of foundation work	(5) \$ _____ (_____ %) upon completion
(3) \$ _____ (_____ %) upon substantial completion of delivery of building materials	(6) \$ <u>X</u> (_____ %) as listed on the proposal

ALL PAYMENTS DUE UPON RECEIPT OF INVOICE

- B. **Funds for Project.** Prior to beginning construction, the Owner is to furnish the Contractor a copy of the loan commitment from the financial institution making the construction and/or permanent loan. If the project is not being externally financed, the Owner is to submit financial data to the Contractor in sufficient detail to verify that funds are available to satisfy the contract amount. Project scheduling and ordering of materials will begin upon verification of financing for the project.
- C. **Substantial completion defined.** As used above, "substantial completion" shall be deemed to mean that all materials and services required of the Contractor hereunder have been furnished and are complete with the exception of work equivalent to 5% of the total cost of labor and materials included in the project. It is expressly agreed, however, that "substantial completion" or final completion of the project shall not be deemed delayed pending the installation of equipment not described in the proposal, whether purchased from the Contractor or others and whether or not such equipment is necessary for the Owner's total occupancy and use of the building.
- D. **Interest.** Any account over ten (10) days past due will be assessed interest at the legal allowable rate.
- E. **Default.** In addition to other remedies provided hereinafter for default, in the event that the Owner shall fail to make payment within five (5) days of delivery of notice of payment due as specified above, the Contractor may, at his sole election, stop all work hereunder.
- F. **Lien Waivers.** Upon receipt of final payment in full the Contractor shall furnish the Owner with its or its subcontractor's release of all claims of lien against the Owner.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 24th day of August, 2017
NOTICE TO THE OWNER: DO NOT SIGN THIS BEFORE YOU READ IT, INCLUDING REVERSE SIDE AND ALL EXHIBITS ATTACHED OR IF IT CONTAINS ANY BLANK SPACES, EVEN IF OTHERWISE ADVISED. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

SUBMITTED BY: _____
Keller, Inc. Representative

Method of Payment:
Funds to be obtained from Cash Flow

Person to Contact John Krause

Phone (414) 640-9008

Keller, Inc. is authorized to use photographs, company name, or press release in their advertising and marketing program, without payment to the Owner.

The Owner authorizes only these designated people to make changes during the construction phase:

1. John Krause

2. George Herro

3. Todd Jex

OWNER: _____

OWNER'S CONTACT INFORMATION

Street PO Box 531

City, State, Zip Germanatown, WI 53022

Phone (414) 640-9008

Fax (_____) _____

E-Mail john.krause.sr@hotmail.com

Approved _____ Date _____
(Sales Manager)

Approved _____ Date _____
(Credit)

ADDITIONAL CONDITIONS

1. **ACCEPTANCE.** This Construction Agreement ("Contract") together with these additional conditions shall not be binding on the Contractor until and unless it is accepted and executed by a duly authorized representative of the Contractor at its office in Kaukauna, Wisconsin. Notwithstanding any such execution, acceptance shall not be final until the down payment described on the face hereof is received by the Contractor at its office in Kaukauna, Wisconsin, in cash or cash equivalent. Acceptance of this Contract is expressly limited to the terms and conditions contained herein, including all terms and conditions set forth on the face hereof.
2. **CREDIT INVESTIGATION.** The Owner hereby authorizes the Contractor to conduct a credit investigation on the Owner and their spouse, which investigation may include, without limitation, verification of employment and bank accounts, information on the Owner's character and general reputation, and past credit history.
3. **CHANGES IN CONSTRUCTION PROJECT.** The Owner may, without affecting the validity of this Contract or any term or provision hereof, order additional work or make changes by altering, adding to or deducting from the construction project as described on Proposals or Specifications. No such change order shall be valid and binding on the Contractor, however, unless such order is reduced to writing, signed by the Owner and the Contractor and the net effect of the change in the construction project price is so stated on the change order. The amended price, if any, shall be immediately computed and paid by the Owner or credited by the Contractor, depending on the nature of the change and the stage of construction. Should the owner authorize Keller to proceed with changes to the project prior to a signed change order, the owner accepts responsibility for all costs based upon Keller's validation of additional work.
4. **SITE RESPONSIBILITY.** The site responsibilities shall be as follows:
 - A. The Owner shall have the sole responsibility, and hereby assumes liability unless otherwise specified, for: (i) any unsafe condition at the construction site; (ii) cleaning up all debris in and around the construction site; (iii) any conditions which exist or are present at the construction site, including but not limited to any hazardous or toxic material or substance, prior to commencement of construction by the Contractor (See 4.b. below); (iv) any livestock, animals, farm products, machinery or equipment present on the construction site or; (v) any of the Owner's employees, any employees of any other direct contractor (or a subcontractor or supplier of such direct contractor) or the Owner or the Owner's guests, frequenters or invitees present at, or in the vicinity of, the construction site. The owner or owner's agent shall notify Keller 24 hours in advance of their intention to access the construction site and shall conform with and abide by all OSHA and Keller safety standards when on site.
 - B. **Hazardous Materials.** If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos, PCB, lead paint, etc., encountered on the site by the Contractor, the Contractor shall, if upon recognizing the condition, immediately stop work in the affected area and report the condition to the Owner in writing. When the Owner has taken the necessary steps to render the material or substance harmless, work in the affected area shall resume upon written agreement of the Owner and the Contractor. The contract schedule and cost shall be adjusted appropriately.

To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor and the Contractor's subcontractors, and the directors, agents, and employees of either of them, from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work in the affected area, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

If, without negligence on the part of the Contractor or the Contractor's subcontractor, the Contractor or subcontractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing work as required by the Construction Agreement and Proposal, the Owner shall indemnify the Contractor and subcontractor for all cost and expense thereby incurred.
 - C. **Contractor's Responsibilities.** The Contractor shall be responsible and assume liability which arises from any unsafe condition at the construction site caused by the Contractor (or any of its subcontractors) which causes injuries or damages to any property or person, except for injuries and damages described in paragraph 4.a. and 4.b. above.
5. **WARRANTIES.** The Contractor shall repair, replace or correct defects as per industry standards as shall become necessary by reason of faulty workmanship or building materials which appear within a period of three (3) years from occupancy or completion, whichever comes first. This applies to our work and that done by our subcontractors. Longer warranties on any equipment will be as per manufacturer's product literature and shall not be the Contractor's responsibility. Payments in full must have been received by the Contractor for any warranty to be in effect.
6. **CONSTRUCTION LIEN.** As required by the Wisconsin construction lien law, the Contractor hereby notifies the Owner that persons or companies furnishing labor or materials for the construction on the Owner's land may have lien rights on the Owner's land and buildings if not paid. Those entitled to lien rights, in addition to the Contractor, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, the Owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. The Contractor agrees to cooperate with the Owner and its lender, if any, to see that all potential lien claimants are duly paid.
7. **DEFAULT.** If either party hereto should be adjudged bankrupt, make a general assignment for the benefit of creditors, have a receiver appointed or otherwise become insolvent, or if the premises of the Owner which are the subject of this contract become the subject of a foreclosure or any other legal action or process, or the Owner fails to make the payments required hereunder or otherwise refuses or fails to perform in accordance with the terms of this Contract, or the Contractor should refuse, fail or be unable to perform under the provisions of this Contract, such party shall be considered to be in default.
 - A. **Owner's remedies.** In the event that the Contractor is in default hereunder for any reason, the Owner may, without prejudice terminate this contract and finish the project by whatever method he may deem expedient; provided, however, that before hiring or contracting with any other person or company he shall give the Contractor not less than fourteen (14) days notice of his intention to proceed under this paragraph of the Contract. In such case the Contractor shall not be entitled to receive any further payment until the project is completed and if the unpaid balance due the Contractor is in excess of the actual expense of completing the project, such excess shall be paid to the Contractor. In the event that such additional expense of the Owner exceeds the unpaid balance, the Contractor shall pay the difference to the Owner.
 - B. **Contractor's remedies.** In the event of the Owner's default, the Contractor may cease all operations and remove from the project all materials supplied whether or not incorporated into any structure. In such case, the Contractor shall account to the Owner for all costs incurred by it to the date work is stopped, as well as all labor incurred in removing its materials from the site. From the amount so computed, the Contractor shall subtract payments made by the Owner and the salvage value, if any, of material removed. The unpaid balance, if any, shall be paid to the Contractor by the Owner. If the amount of payments and credits of the Owner exceed the Contractor's cost, the Contractor shall refund any difference to the Owner.
 - C. **Waiver of breach.** The waiver by a party of a breach of any provision of this agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.
 - D. **Collection costs and expenses.** A party who successfully brings an action for the enforcement or collection of anything due hereunder shall be entitled to recover interest on any unpaid amount at the highest legal rate, plus its reasonable costs of collection and expense, including attorney's fees, to the fullest extent permitted by applicable law.
8. **OWNER'S REPRESENTATION AND WARRANTIES.** The Owner warrants that it has good and merchantable title to the premises, excepting only those mortgages and liens previously disclosed to the Contractor; that it has financing available and committed to it to enable the Owner to make the payments required hereunder in the amounts and on the dates specified; and that the legal description of the premises as set forth on front side is an accurate and complete legal description of such premises.



PROPOSAL FOR:

**GERMANTOWN KIWANIS COMMUNITY FOUNDATION, INC.
ATTN: JOHN KRAUSE & GEORGE HERRO
PO BOX 531
GERMANTOWN, WI 53022-0337**

September 14, 2017

We are pleased to submit our Proposal for your upcoming project in accordance with your specifications to supply all labor and material to complete the following.

In accordance with your request and through subsequent meetings, we have developed plans and guidelines for your review and acceptance.

THIS PROPOSAL IS FOR:
1,627 SQ. FT. GEHL PERFORMING ARTS PAVILION

JOB LOCATION:
FIREMANS PARK
GERMANTOWN, WI 53022

1.00 GENERAL INFORMATION:

A. ADMINISTRATIVE

- .01 **Supervision:** We will assign a Supervisor to this project that is responsible for the supervision of all contracted field construction in progress. The Supervisor's responsibilities will include the scheduling and direct supervision of contracted field construction forces, interfacing as required with Building Inspection Officials, and ensuring compliance of work in place with drawings and specifications.
- .02 **Safety:** It is Keller, Inc. position and philosophy to place a high priority on a safe job site. Therefore, we have made the necessary commitment in training, education, knowledge and equipment to be able to comply with OSHA requirements during the construction phase of this project. Our current Mod Factor of .47 (well above the industry average of 1.0 -- lower is better), is a result of our commitment from our employees to our customers to provide a safe workplace.
- .03 **Project Management:** We will assign a Project Manager and Expeditor to this project who are responsible for awarding subcontracts, verifying subcontractor insurance certificates, coordinating material deliveries to the job site, preparing Owner pay requests, approving subcontractor and supplier invoices, project schedule, assembling O&M Manuals and project close-out.

ADDRESS
7204 N11509 Goldendale Road
Germantown, WI 53022

PHONE
262.250.9710 1.800.236.2534

FAX
262.250.9740

WEB SITE
www.kellerbuilds.com



- .04 **Builder's Risk Insurance** and **Worker's Compensation Insurance** are included.
- .05 **Tax Exempt:** Provide contract administration on Owner's behalf to issue purchase orders to save sales tax.

B. PLANS AND PERMITS

- .01 Local building permit is not included.
- .02 State fees and state approved plans are by Owner.
- .03 All structural engineering shall be completed by a registered Architect or Engineer retained by Owner.
- .04 Civil engineering shall be retained by the Owner and include erosion control plans, landscape plans, drainage plans, photometric site lighting plans, and site utilities including storm sewer, and electric as needed for the project.
- .05 Keller Architect will compile exterior color samples of various materials for Owner's approval.
- .06 We will assist in obtaining Erosion Control Permits where necessary.
- .07 We will assist in coordinating Landscape Plans, Architectural Reviews, Fire Department Reviews, and Zoning Submittals.
- .08 We will prepare a bar graph progress schedule for the project. This schedule will indicate tentative dates for starting and completion of the various stages of construction, and is updated on an as needed basis.
- .09 Surface water drainage permits are not included.
- .10 Surveying of existing conditions and existing utilities are not included.
- .11 Soil borings and boring log are not included.
- .12 Soil will be tested for compaction of fill by an independent firm. This will help ensure proper compaction and load bearing capabilities. Compacted in 8" - 12" lifts on any fill greater than 24".
- .13 Building and site utilities staking are included.
- .14 Upon completion of the project, the Contractor will provide the Owner with a set of as built drawings, a list of subcontractors used on the project, manufacturer's warranties, operation and maintenance manuals for the major pieces of equipment, and instruction manuals where appropriate for building systems.

C. TEMPORARY SERVICES

- .01 Any applicable utility fees for gas, electric, telephone, cable, sewer, etc. shall be paid directly by Owner to utility company. Costs for utility fees are excluded. Keller will assist in preparing applications to apply for utility services which Owner shall pay direct.
- .02 Mobilization of all construction equipment to and from the site is included.
- .03 Temporary electrical generator is included. Owner pays for actual power used and utility hook-up.
- .04 Temporary sanitary toilet facilities are included for Keller's personnel and subcontractors to use during construction.
- .05 All equipment is included as needed to construct this facility such as concrete equipment, cranes, lifts, etc.
- .06 Waste and construction debris clean up is included for Keller's portion of the work. A dumpster will be located at site during construction. Disposal costs for construction debris are included.
- .07 Upon completion, the building will be turned over in a "broom clean" condition.



- .08 Temporary water to be included by Keller for masonry work.
- .09 Keller to provide shop drawing reviews, coordinate material and equipment delivery, and train Owner in operation of equipment installed under this proposal.

2.00 SITE WORK:

A. CLEARING AND STRIPPING

- .01 Vegetation and black dirt will be stripped from the building site and excess will be hauled away. If not enough topsoil on site, we will need to truck in for final landscaping.
- .02 Required erosion control procedures will be installed prior to start up of site work and maintained until occupancy of building by Owner. Includes silt fence, tracking pad, fabric over storm manholes, etc.

B. DEMOLITION

- .01 Remove existing curbs and re-pour apron at Senior Center parking lot.

C. EXCAVATION AND BACKFILLING

- .01 Excavated material will be backfilled and compacted on the outside of the foundation walls adjacent to green areas and graded around building to provide proper drainage. Excess fill will be removed from site.
- .02 Granular fill compacted to 95% standard proctor will be placed inside of all foundation walls and under the floor.
- .03 Provide fill compacted to 95% standard proctor as needed to set building height according to engineered site plan.
- .04 The top 6" under the floor will be compacted crusher run gravel over the compacted fill.
- .05 The inside of foundation walls are to be backfilled with compacted granular backfill.
- .06 The outside foundation walls adjacent to hard surfaces and future additions will be filled with compacted granular fill.
- .07 Stockpiled topsoil will be rough graded over all required landscaped areas.

D. PARKING AND SITE CONCRETE

- .01 6" of ¾" gravel will be placed under concrete viewing apron and sidewalks.
- .02 18 Feet of 15" CMP culvert will be provided for walkway. Flared endwalls are included.

E. CONCRETE PAVING

Viewing Apron

- .01 The exterior concrete viewable apron will be reinforced with 6 x 6 #10 welded wire mesh:
 - 20' wide x 30' long x 5" thick
- .02 Apron will have a broom finish.

Sidewalks

- .01 160 Linear feet of 5" thick sidewalks shall be constructed per plan. Walks shall have broom finish.
- .02 Sidewalk and curb at handicap stall to be sloped per ADA requirements for handicap access.



F. ASPHALT PAVING

- .01 Parking lot striping will be painted white on the asphalt paving per plan.

G. LANDSCAPING (Allowance of \$3,000)

- .01 Protect seeded areas with straw mulch. Hydro-seeding can be used as a landscape contractor option.
- .02 Landscapers to keep site clean and free of debris. Remove surplus, unsuitable materials and dispose of legally off the Owner's property.
- .03 Landscape contractor to remove silt fence after grass is established.

3.00 CONCRETE WORK:

A. FOOTINGS AND WALLS

- .01 Typical concrete footings will be 12" x 24" reinforced with (2) #5 rebar continuous pier footings to be 48" x 48" with (4) #4 and (4) #5 rebar.
- .02 Typical concrete foundation walls will be 15" and 8" thick reinforced with #4 rebar 48" o.c. vertically and (2) #5 rebar continuous top and bottom.
- .03 Anchor bolts will be provided as needed.
- .04 Provide poured concrete piers 24" x 24" with (14) #6 rebar and #3 ties at 12" o.c.
- .05 Provide recessed brick ledge at top of foundation wall per locations on plan.
- .06 Poured foundation walls will support the exterior slab at all entrances.

B. FLATWORK

- .01 The floor in the backstage area will be 5" thick reinforced with fiber mesh.
- .02 The floor in the stage area will be 5" thick reinforced with fiber mesh.
- .03 All construction joints will not be filled with joint filler.
- .04 Saw-cut control joints, utilizing the same day cutting Soff-Cut system for Owner's maximum benefit and quality. This method of control joint cutting reduces random cracking and provides clean cosmetic cuts.

C. MISCELLANEOUS CONCRETE

- .01 Provide grouted column bases.

D. PRECAST

- .01 Fabricate, deliver and erect brick clad architectural precast concrete panels.
- .02 PCI & APA certified plant.
- .03 All testing shall be performed by certified APA and PCI quality control personnel.
- .04 Guardrails to be the type that does not hinder erection of components.
- .05 PCI manual 117 tolerances and guidelines only.
- .06 Engineering on panels and their connections.
- .07 Connection steel galvanized for connections exposed to weather.
- .08 Reinforcement steel plain.
- .09 Loose panel connection steel.
- .10 Exterior precast color – Buff.
- .11 Precast finish – Etched/Brick.



- .12 Mock-up will be provided as follows:
 - Step #1 – 12" x 12" samples
 - Step #2 – 4'0" x 4'0" panel
 - Step #3 – a full size production piece (to be used on the project)
- .13 Repairs for damage caused by ICP only.
- .14 Cleaning for damage caused by ICP only.
- .15 Pricing is based on using ICP stock brick.
- .16 Grouting only at base of wall panels.
- .17 Price is based on:
 - Architectural precast wall panels: (18) pieces – 2,012 sq. ft. of building panels.
 - Cast stone material: (8) pieces – 44 sq. ft. pier cap; (16) pieces – 86 sq. ft. pier bases; (23) pieces – 19 sq. ft. banding.

E. NOTES

- .01 **Concrete** - Concrete will be transit mixed attaining a minimum compressive strength of 3000 PSI for footings and walls and 4000 PSI for floors in place in (28) days. All exterior concrete including retaining walls, sidewalks, overhead door aprons, dumpster pads, etc. will be air entrained and 4000 PSI in place in (28) days.
- .02 **Curing/Sealer** - All exposed concrete slabs, interior or exterior, will have a combination sealer/curing compound, ASTM C 309 or equivalent applied.
- .03 **Reinforcing** - All reinforcing shall be determined by the Engineer and placed accordingly.
- .04 **Finish** - Typically, finish work will be completed by a twin troweling machine which helps ensure levelness of the finish.
- .05 **Placement** - A power or laser screed will be used to ease placement of low slump concrete which improves compaction, finish, and strength.
- .06 **Laser Transit** - In most cases, footing, wall and floor heights will be set with a laser transit which improves accuracy of determining heights for construction.
- .07 Cold weather costs for fuel to heat the building is not included. We assume warm weather conditions based on time of pricing/bidding.
- .08 Test cylinders of the concrete pours will be taken.
- .09 Provide grouting for column base plates.

4.00 MASONRY WORK:

A. EXTERIOR MASONRY

- .01 The donor brick wainscot on the stage walls will be 2' 8" high on (3) sides of the stage.
- .02 An allowance of \$5,000 is included to furnish donor bricks.
- .03 Clean block or brick prior to sealing.
- .04 The masonry reinforcements will be Duro Wall galvanized side and truss cross ties on the exterior cavity walls.
- .05 The masonry units will be placed in a running bond.
- .06 Masonry glass block windows installed in precast planks.
- .07 All necessary control joints will be installed per final design.
- .08 Provide precast stone cap per plan at top of masonry walls at column piers.



- .09 Winter conditions are not included. We assume warm weather conditions based on time of pricing/bidding.
- .10 Powerwash all concrete or masonry surfaces scheduled for Graffiti Guard at least 24 hours prior to application. Apply (2) coats of Sure Klean "Blok-Guard & Graffiti Control" water and Graffiti repellent.

5.00 METALS:

A. ROOF SYSTEMS/STRUCTURAL STEEL

- .01 The steel rafters (HSS 16' x 3' x 5/6") spanning 31'4" wide will be erected. They are designed to bear on the concrete piers at 100'0". Structural steel purlins (HSS 6' x 2' x 5/6") connected to girders will be erected 3'2" o.c.
- .02 The roof pitch will be 3/12.
- .03 The roof purlins will span perpendicular over the main rafters. The purlins on the low eave will bear on precast plank.
- .04 Covering will be a standing seam Roof System. Standing seam will be installed over 5/8" OSB, over 1 1/2" metal deck.
- .05 Corrugated steel decking will be fastened over the top of the purlins.
- .06 All structural steel will be shop primed with one coat primer.
- .07 All bearing plates, connection bolts, anchor bolts, clip angles, angle seats, and end plates will be provided.
- .08 A 1 1/4" I.D. steel handrail will be provided at stairs and ramps.
- .09 A steel railing will be provided at the stairs and ramps with 1 1/2" O.D. horizontal and vertical supports connected to weld plates utilize 1" intermediate balusters.
- .10 The railing will have rails designed in a pattern to prevent the passage of an object with a diameter larger than 4" sphere.

6.00 CARPENTRY:

- .01 The backstage roof system will consist of: wood roof trusses at 3/12 pitch placed 24" on center with a 24" overhang; roof sheathing of 5/8" OSB with H. Clips. Ice & water shield is included at the eave and each side of valleys.

7.00 INSULATION SYSTEMS / THERMAL & MOISTURE PROTECTION:

A. FOUNDATION INSULATION

- .01 Not included.

B. CAULKING

- .01 Provide caulking and backer bead as recommended by the manufacturer, to seal exterior and interior joints at expansion joints, frames of doors, windows, and other wall openings.

C. VENTING & SOFFIT SYSTEMS

- .01 The roof venting will utilize roof vents.
- .02 A vented aluminum soffit and fascia system will be used at overhangs.



D. STANDING SEAM ROOF

- .01 Great Lakes Roofing will provide:
- Installing Petersen Snap-Clad metal roof
 - Installing shop fabricated 24 ga. gutter with downspouts
 - Installing shop fabricated 24 ga. snow rails
 - Installing shop fabricated 24 ga. fascia
 - Installing manufacturer approved underlayment

8.00 DOORS AND WINDOWS:

A. DOOR SCHEDULE

Door #	Size	Door Type	Frame Type	Lock Function	Closer
102A	3070	Hollow Metal	Hollow Metal	Storage Room	X
102B	3070	Hollow Metal	Hollow Metal	Storage Room	X
102C	3070	Hollow Metal	Hollow Metal	Storage Room	X

B. EXTERIOR DOORS

- .01 (3) 3'0" x 7'0" commercial grade insulated steel service doors with ball-bearing hinges, hydraulic closers, latch guards, weather-stripping, self-sealing sweep, ADA compliant aluminum threshold and keyed lockset will be provided.
- .02 Locksets are heavy-duty commercial lever locks.
- .03 All locks to be Storage Room.

C. DOOR HARDWARE

- .01 Door bumpers.
- .02 Door keying as required.

9.00 FINISH WORK:

A. ROOM SCHEDULE

ROOMS	NO	FLOOR	BASE	WALLS	NOMINAL CEILING HEIGHT	CEILING TYPE
Stage	101	Broom Finish Concrete	N/A	N/A	17'6" +/-	Exposed Structure
Backstage	102	Broom Finish Concrete	N/A	Exposed Precast	10'0" +/-	Exposed Structure

B. PAINTING

- .01 All exterior steel doors will be painted.
- .02 Paint steel stairs and railings.
- .03 Paint steel roof structure including beams, columns, purlins, braces, etc.
- .04 All paint to be Sherwin Williams pro industrial pre-catalyzed epoxy.



10.00 SPECIALTIES:

A. SIGNAGE

- .01 Layout, furnish, and install (2) 56" x 48" x 1" deep cast bronze plaques, painted edges, raised copy with single line border – with rosette caps.
- .02 General fabrication of signage – assembly/welding of layout: "GEHL FOOD PERFORMING ARTS PAVILION" "PRESENTED BY GERMANTOWN KIWANIS".
- .03 Laser cut letters on machined threaded standoffs powder coated to requested color.
- .04 8' Sections of powder coated backplate to weld or bolt to I-Beam and install letters to.

B. KEY BOXES

- .01 An exterior emergency key box for Fire Department access is included and installed.

C. FIRE EXTINGUISHERS

- .01 Provide (2) 10 lb. ABC Type fire extinguishers.

11.00 EQUIPMENT

- .01 Not applicable.

12.00 FURNISHINGS:

- .01 Furnishings by Owner.

13.00 SPECIAL CONSTRUCTION:

- .01 Not applicable.

14.00 CONVEYING SYSTEMS:

- .01 Not applicable.

15.00 MECHANICAL WORK:

A. SANITARY SEWER AND WATER

- .01 Not applicable.

B. PLUMBING

- .01 Not applicable.

C. SPRINKLER

- .01 Not applicable.

D. H.V.A.C.

- .01 Not applicable.



16.00 ELECTRICAL:

- .01 Provide and install all outlets, switches, panels and all related wiring per layout for new building consisting of:
 - 200amp, 120/208 volt, 3-phase underground service.
 - 200amp, 120/208 volt distribution main panel.
 - (9) Surface mounted LED "A" Fixtures.
 - (16) 4-Sections of track & track heads "B" fixtures.
 - (4) Dedicated 120 volt circuits feeding 4-weather proof GFI outlets.
 - (6) LED exterior wall packs.
 - (4) Switches, (2) being dimmers.
 - (5) GFI outlets in back staging area.
 - Sign circuit.
 - 208 volt, 30amp, dedicated circuit terminated in box.
 - Junction boxes with conduits back to Storage Room for DMX controller (theater light pipe suspended from truss not included).
 - 120 volt and data chase back to Storage Room for projectors.
 - 2" and 1½" up columns with flush box in column and 2" back to Storage Room.
- .02 Provide all switching, motion sensors and light panel to meet energy code.
- .03 Provide all exit lighting with emergency backup and EBU's to meet State of WI egress code.
- .04 Obtain and process all submittals, electrical permits and as built/closeout documents.

17.00 EXCLUSIONS TO THE PROPOSAL:

- .01 Due to the pending approval of the new 2015 IBC Building Code, this Proposal reflects current IBC Code. If and when the 2015 IBC Code is adopted by the State of Wisconsin, this Proposal will need to be updated for any new code cost implications.
- .02 As-built surveys that may be required by lenders are not included.
- .03 Any mechanical work other than specified.
- .04 Any provision for locating or verifying Lot Markers.
- .05 Any soil bearing verification dealing with unsuitable soils unable to be built on, any allowance for underground obstructions or any unforeseen underground environmental condition or unsuitable soil conditions.
- .06 Telephone, computer line hookups, fire alarms or security systems.
- .07 Heat for heating the building, masonry, EIFS, concrete protection.
- .08 Street repairs if required by city.
- .09 Roof openings or loadings for any mechanical equipment unless specified.
- .10 Acoustical treatments.
- .11 We are not responsible for soil erosion control of the site after occupancy of the building by the Owner.
- .12 We have not included any additional costs for any special code requirements or interpretations that individual plan reviewers, municipalities or inspectors may require.
- .13 Storm water maintenance after Owner occupancy.
- .14 Dewatering.
- .15 Environmental testing.
- .16 Winter construction costs.



- .17 Any items not specifically mentioned in this proposal.
- .18 Keller shall not be responsible to pay for costs to repair or relocate private underground electrical lines, light pole wiring, sign wiring, phone lines, cable lines, fiber optic lines, etc. that are not marked for the project that could be damaged or encountered during construction. If the Owner suspects that there are private utilities that we should be aware of that could impact the project, the Owner shall make Keller aware of such private utilities so they can be marked by a private locate company.

18.00 FINANCIAL STABILITY:

- .01 With the current conditions in the construction industry, financial health and security are more important than ever. As a purchaser, you need to know that the companies you are dealing with will be able to not just complete your current job, but also be there in the long run. Keller, Inc. has the history, safety record and financial stability to satisfy these concerns.
 - We have been a leader in the design/build construction market since 1960.
 - Our EMR is .47
 - Our bonding capacity is in excess of \$100 million.
 - Keller, Inc. carries a D&B Rating of 4A2.
 - Our Management Team has an average of 25 years of experience with Keller, our supervisors have an average of 27 years of experience with Keller, and our foreman have an average of 21 years of experience with Keller.



19.00 OTHER SERVICES:

A. GENERAL

- .01 Freight is included.
- .02 Stake out and set grades based on Owner providing survey of property.
- .03 Competent supervision throughout project to include on-site foreman, in-house expeditor and a project supervisor.
- .04 Assume the role of General Contractor and the responsibilities thereof.
- .05 Workmanship to be completed in a professional and workmanlike manner according to standard industry practices.

B. INSURANCE

- .01 General Liability.
- .02 Builder's Risk Coverage to insure against all risks or physical loss except flood damage or earthquake for work completed under Keller, Inc.'s contract only. If an existing structure is being modified or added to, insurance must remain in place on the existing structure.
- .03 Worker's Compensation.
- .04 We will furnish a Certificate of Insurance upon request.
- .05 It is the Owner's responsibility to have Fire & Casualty Insurance prior to occupancy.

C. BONDING

- .01 In the event you need or require a Performance Bond, we will furnish at an additional fee.

D. REFERENCE; BANKING AND INSURANCE

- .01 Associated Bank, Appleton (920-831-2986), Attn: Dan Lavallo.
- .02 Arthur J. Gallagher (920-380-2254), Attn: Michael Burg (Insurance Commercial Lines).
- .03 Aon Risk Services, Inc. of Wisconsin (1-800-272-0978), Attn: Jeff Messinger (Bonding).

E. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- .01 Owner shall schedule any other operations at the site so the work of the Contractor may be carried out in one continuous operation, and in proper sequence.

F. OCCUPANCY

- .01 Owner agrees not to interfere with the progress of the work and not to occupy any portion of the project until the construction on that portion is completed and accepted by Owner and authorized personnel.

G. WARRANTIES

- .01 We will repair, replace or correct defects as per Industry Standards as shall become necessary by reason of faulty workmanship or building materials which appear within a period of three (3) years from occupancy or completion whichever comes first. Longer warranties on any equipment will be as per manufacturer's product literature and not contractor's responsibility. Payments in full must have been received by Keller, Inc. for any warranty to be in effect.
- .02 Concrete cracking is an inherent, unavoidable property of concrete and is not covered under warranty.



H. PAYMENT SCHEDULE

- .01 \$ _____ Down payment upon acceptance.
\$ _____ Upon substantial completion of concrete work.
\$ _____ Upon substantial completion.
\$ _____ Balance upon completion.
- .02 Invoices are due upon receipt. Any amount not paid on the due date will bear a service charge at the rate of one and one-half percent (1½%) per month until paid.
- .03 Contractor reserves the right to suspend work if Progress Payments are not made within (10) days. Final payment is received prior to occupancy, which constitutes acceptance, unless prior arrangements are made.
- .04 Project scheduling and ordering of materials will begin upon written verification of financing and receipt of down payment.

TOTAL AS LISTED:	\$413,480
ACCEPTED ALTERNATES:	(\$21,053)
CONTRACT TOTAL WITH ALTERNATES:	\$392,427

This Proposal is private and confidential between you and Keller, Inc. It should be shared only with those who are in a confidential relationship with you or your company. This Proposal also may be withdrawn by us if not accepted within 15 days.

Due to the volatile steel pricing that has hit our industry; our supplier's quotes are good for (10) days of receipt of proposal.

Also, the suppliers reserve the right to add a surcharge due to unexpected increases between the time of order and the time of manufacturing. Keller will challenge all increases and will only pay substantial increases and will unfortunately need to pass those surcharges onto our clients.

ACCEPTANCE

Owner:

Design Builder:

GERMANTOWN KIWANIS FOUNDATION, INC

KELLER, INC.

By: _____

By: _____

Title: _____

Title: Design/Project Management

Date: _____

Date: _____

If after review additional information or technical data is required, we will be happy to furnish it, if available. If there are changes or modifications to be made, please notify us as soon as possible.



20.00 ALTERNATES FOR CONSIDERATION:

.01 Utilize Germantown Iron and Steel in conjunction with Keller steel erection crew and crane to fabricate and install all structural steel, metal deck, and railings.

Deduct: (\$10,296)

<u>Accepted</u>	<u>Initials</u>
☒ Yes ☐ No	_____

.02 Remove painting labor and material from contract.

Deduct: (\$3,250)

☒ Yes ☐ No	_____
---	-------

.03 Utilize Drexel supply for wood framing products

Deduct: (\$7,507)

☒ Yes ☐ No	_____
---	-------

TAB 4

Funding Spreadsheet

TAB 5

DRAFT

**Development &
Dedication
Agreement**

**DEVELOPMENT and DEDICATION AGREEMENT
BETWEEN THE GERMANTOWN KIWANIS COMMUNITY FOUNDATION, INC.
AND THE VILLAGE OF GERMANTOWN, WISCONSIN**

THIS DEVELOPMENT and DEDICATION AGREEMENT ("Agreement"), made as of the ____ day of September, 2017, by and between the Germantown Kiwanis Community Foundation, Inc. ("Foundation") and the Village of Germantown, Wisconsin ("Village") (referred to individually, each of the foregoing is a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the Foundation has raised funds sufficient to pay for the design and construction of a performing arts pavilion (the "Project") that it intends to construct on Village property and then turn the Project over to the Village by way of dedication; and

WHEREAS, the Village has reviewed and approved the plans and renderings for the Project and agrees that the Project would be a great asset to the Village and the residents of the Village, but needs to make sure that the Project will be completed in a timely and workmanlike manner without the expenditure of any Village money; so

THEREFORE, the Parties agree as follows:

**ARTICLE I
OBLIGATIONS OF THE PARTIES**

1. A copy of the State Approved Plans for the Project is attached hereto as Exhibit "1".
2. The Foundation shall contract with Keller, Inc. to construct the Project on the site previously approved by the Village. (The Site Plan is attached hereto as Exhibit "2")
3. The Project will be managed under a formal contract with Keller, Inc. in which Keller agrees to act as the Project Manager and will provide sufficient limits of liability and casualty insurance naming the Village as an additional insured. (The Keller Inc. contract is attached hereto as Exhibit "3")
4. Before any construction work is commenced at the site, the Foundation shall provide the Village with a Letter of Credit from a local bank or other acceptable assurance that the Foundation has funds adequate to complete the Project. (A copy of such Letter of Credit shall be attached hereto as Exhibit "4")
5. After the Project is fully completed (as determined by the Village Engineer) the Foundation shall dedicate the Project to the Village, and the Village shall accept dedication of the Project.
6. After the Project is dedicated to the Village, the Village shall take over all responsibility for acceptable use and maintenance of the Project.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of Village. The Village makes the following representations and warranties:

(1) Village is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) Village makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for Foundation's purposes or needs.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Village is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Village and no other or further acts or proceedings of the Village are necessary. This Agreement constitutes the legal, valid, and binding agreement and obligations of the Village, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(5) The private development of the Project is consistent with the public purposes, plans and objectives of the Village.

Section 2.2 Representations and Warranties of Foundation. Foundation makes the following representations and warranties:

(1) Foundation is a Wisconsin Non-Stock/Non-Profit Corporation and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

(2) Foundation will cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws, ordinances and regulations), except for staff approved minor changes to the Plans and Specifications which will not have a material adverse effect on the Project.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms,

conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Foundation is now a party or by which it is bound, or constitutes a default under any of the foregoing.

ARTICLE III AMENDMENT

This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.1 Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 4.2 Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 4.3 Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

Section 4.4 Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

Section 4.5 No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 4.6 Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 4.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin.

Section 4.8 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of Foundation is addressed to or delivered personally to:

George Herro
Germantown Kiwanis Community Foundation, Inc.
PO Box 430
Germantown, WI 53022

- (b) in the case of Village is addressed to or delivered personally to:

Mr. Dean Wolter, President
Village of Germantown
N112 W17001 Mequon Rd.
Germantown, WI 53022

Mr. John Laning, Engineer
Village of Germantown
N112 W17001 Mequon Rd.
Germantown, WI 53022-0337

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 4.9 Force Majeure. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by Village with respect to obligations of Village under this Agreement) alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 4.10 Term. This Agreement shall continue from the Effective Date until either the date all Bonds issued have been paid in full or 2032, whichever is later (the "Term").

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated.

[Signatures appear on the following page]

VILLAGE OF GERMANTOWN,

Dated: _____

BY: _____
Dean Wolter, President

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this _____ day of September, 2017, the above-named Dean Wolter, in his capacity as President of Village of Germantown, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said limited partnership, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

GERMANTOWN KIWANIS
COMMUNITY FOUNDATION, INC.

Dated: _____

BY: _____
George Herro, President

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this _____ day of September, 2017, the above-named George Herro, in his capacity as President of Germantown Kiwanis Community Foundation, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said limited partnership, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

FOUNDATION'S CORPORATE GUARANTY

The undersigned parent corporation to Foundation hereby guarantees Foundation's performance of Foundation's obligations under Sections 3.1(1) through (3) and (6) through (7) of the Agreement. The undersigned is executing this Agreement for the sole purpose of providing the Village additional assurance that Foundation's obligations under Sections 3.1(1) through (3) and (6) through (7) shall be timely performed.

GERMANTOWN KIWANIS
COMMUNITY FOUNDATION, INC.

Dated: _____

BY: _____
George Herro, President

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of September, 2017, the above-named George Herro, in his capacity of President of Germantown Kiwanis Community Foundation, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said corporation, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

TAB 6

Letter

Summarizing
Issue with
Public Bidding
Law



From the desk of :
Patrick H. Madden : 116 S. Main Street
pmadden@madvanlaw.com : Mayville, WI 53050
Cell 414.750.2550 : Tel 920.387.2300
: 325 Valley Avenue
: West Bend, WI 53095
: Tel 262.533.4540
: Fax 920.387.4428
: info@madvanlaw.com
: www.MadVanLaw.com

September 14, 2017

Village of Germantown
Board of Trustees
N112 W17001 Mequon Rd
PO Box 337
Germantown, WI 53022

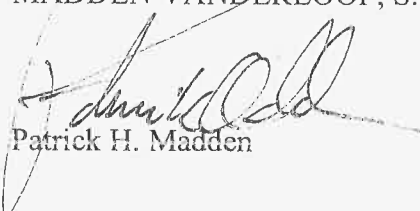
**RE: Germantown Kiwanis Foundation
Kiwanis Performing Arts Pavilion Project
Public Bidding Issue**

1. The purpose of this letter is to set forth an issue that has been raised by the Village of Germantown Attorney regarding whether this project can go forward as a privately bid project or whether (because it is to be constructed on Village property) the Foundation would need to comply with Public Bidding Procedures generally required for Public Projects.
2. As you may know, the Germantown Kiwanis Foundation, Inc. is a Non-Stock/Non-Profit Corporation with a §501(c)(3) designation which allows donations to the Foundation to be tax deductible. Between cash and in-kind donations, the Foundation has raised almost all the money necessary for the design and construction of the Project from private companies and individuals.
3. As part of its Development and Dedication Agreement with the Village, the Foundation has confirmed that **absolutely \$0 Village funds** will be used in the design or construction of the Project.
4. If we can go forward as a private project (without trying to use the onerous public bidding process) we have Nate Laurent of Keller, Inc. as our general contractor and the project can still be completed this year within the budget that we have already secured.
5. If we have to use the public bidding process we lose Keller, Inc. as our general contractor, we will incur approximately \$10,000 of added costs in just doing the bidding, we likely lose significant in-kind donations that have been pledged, and the project (if it gets completed at all) will require substantially more donations and will not get completed this year.

6. Wisconsin Statutes require public bidding for public works projects. The purpose of the law is to protect tax payers by preventing corrupt municipal officials from awarding non-competitive public works contracts to friends, relatives or other insiders to the detriment of the tax payers.
7. Section 62.15(1) of the Wisconsin Statutes exempts from the public bidding requirements "all public works projects constructed with donated materials and labor."
8. There is a split of opinion among municipal attorneys on whether this statute exempts only projects that are constructed using only donated funds and donated labor (in-kind donations) or whether this statute also exempts projects where donated funds in addition to, or instead of, donated materials and labor are used.
9. The Village of Germantown Attorney interprets §62.15(1), to exempt from public bidding only those projects that are constructed entirely of donated materials and donated labor, but not any projects where part of the donations are cash funds to purchase materials or labor for the project.
10. Attorneys for other municipalizes (notably West Bend, Middleton, Menomonee Falls, Little Chute, etc.) have taken a "substance-over-form" approach and interpreted the exemption to apply also to public works projects where the funds (in addition to the material and labor) were donated and no public money was used.
11. Attached is a letter I sent to the Germantown Village Attorney back in April of this year that sets forth my opinion on the issue, including the argument that even if the statute does not technically exempt those projects that use donated funds, that there could be no harm in interpreting it that way.
12. As this issue has been brought up by your Village Attorney, the Board needs to decide how it should interpret the statute, and whether the project will be allowed to go forward without the onerous requirements of the public bidding process.

Very truly yours,

MADDEN VANDERLOOP, S.C.



Patrick H. Madden

PHM/lag
Enclosure



From the desk of :
Patrick H. Madden : 116 S. Main Street
pmadden@madvanlaw.com : Mayville, WI 53050
Cell 414.750.2550 : Tel 920.387.2300
: 325 Valley Avenue
: West Bend, WI 53095
: Tel 262.533.4540
: Fax 920.387.4428
: info@madvanlaw.com
: www.MadVanLaw.com

April 20, 2017

Attorney Brian Sajdak
11333 N. Cedarburg Rd.
Mequon, WI 53092-1930

30/5/17

RE: Germantown Kiwanis Foundation
Kiwanis Performing Arts Pavilion Project

Dear Brian:

The purpose of this letter is to update you, as the Village of Germantown Attorney, regarding the progress that the Germantown Kiwanis Foundation has made with respect to moving forward on the Kiwanis Performing Arts Pavilion Project ("Gehl Foods Performing Arts Pavilion"), and to provide you additional support for what will hopefully be your recommendation to the Village Board that they may approve the project (a private §501(c)(3) funded improvement on public property) without the necessity of going through a public bidding process for the project.

Firstly, we are thrilled to announce that Keller, Inc., a large and very reputable contractor and project manager with offices right here in Germantown has generously agreed to act as the General Contractor for the Kiwanis project. Nathan Laurent of Keller, Inc., is a Germantown resident who works in Germantown and brings a great deal of credibility, experience and stability to the project which should ensure that the Village's interests are protected. Attached hereto as Exhibit 1 is a copy of the Keller, Inc. engagement letter, signed by Mr. Laurent, setting forth the numerous services and safeguards that Keller has agreed to provide – absolutely free of charge!! Our Kiwanis group has already had two meetings with Mr. Laurent (including this morning's meeting with several of the principal "in-kind" donors), and I am completely impressed with his attention to detail, his leadership, and his professionalism. This development is a HUGE step forward for the Project!!

With the combination of in-kind and cash donations, the Kiwanis Foundation has already raised approximately 75% of the \$400,000.00 that the project is estimated to cost. The final 25% (as is typical) is going to take a lot of work, but the group is very confident we can raise the remainder in the next six weeks, and be fully funded before breaking ground in late June or early July. This will allow us to complete the project and have a fully operational pavilion by mid to late September, 2017, provided we are not required by the Village to engage in the expensive and time-consuming process of public bidding.

SCANNED

I know that in the past, in your roll as Village of Germantown Attorney, you have adopted what I consider an "ultra-conservative" or "ultra-literal" interpretation of §62.15(1), to exempt from public bidding only those projects that are constructed entirely of donated materials and donated labor, but not any projects constructed in full or in part using donated funds. On behalf the Germantown Kiwanis Foundation, and all the esteemed community members supporting this great project, I thank you for your willingness to reconsider that position, and consider other alternatives that will allow the project to move forward without the requirement of public bidding.

More than the rest of the donors, Mr. Laurent is especially encouraged by your willingness to look further at using the revised statute §62.15(1), a lease, or a use agreement (or some combination thereof), to safely allow the Pavilion to move forward without the disproportional expense and delay of public bidding. This is because, as Mr. Laurent has informed us, if the Foundation is forced to go through the public bidding protocol, the cost of the project will increase \$15,000 to \$20,000 (in administration alone), and a significant number of in-kind donations (which constitute a substantial percentage of our budget) will be jeopardized. Moreover, as Mr. Laurent explained, a requirement of public bidding will make completion of the project this year virtually impossible.

I told Mr. Laurent I was working to provide you further support for the position that the Village can safely allow the Pavilion to move forward without public bidding. Understanding the importance of the issue, Mr. Laurent reached out to some of his contacts and obtained for you copies of documents from other jobs where the municipality allowed the construction of a privately funded improvement on municipal property without the need for public bidding. Therefore, in addition to the documents pertaining to the Regner Park Performance Stage in West Bend that we have already discussed, I am attaching documents from the City of Middleton, the Village of Little Chute, and the Village of Menomonee Falls, all of which have seen their way clear to allowing privately funded structures to be built on municipal property, without requiring public bidding.

The City of West Bend. The packet attached as Exhibit 2 contains the documents provided by Craig Hoeppner, the Parks & Recreation Director for the City of West Bend on the Regner Park Remodel Project that was financed primarily by the West Bend Rotary Club. This packet contains the opinion letter from Attorney Mary Schanning, who was the City of West Bend's Municipal Attorney at the time this same public bidding issue came up with respect to the Regner Park project. As you acknowledged, Attorney Schanning (now Assistant City Attorney for the City of Milwaukee) is highly respected throughout Wisconsin's municipal law community as a very knowledgeable and conservative municipal lawyer. In reviewing Attorney Schanning's Memorandum to the City Administrator and the West Bend City Council (a copy of which is included in Exhibit 2) it is clear that Attorney Schanning had done extensive research, conferred with the League of Wisconsin Municipalities, and concluded that the Regner Park project that was being built with privately donated funds on property owned by the City of West Bend, could move forward without the requirement of public bidding. Attorney Schanning's words were compelling back in 2010, and are even more compelling now:

The League of Wisconsin Municipalities interprets this provision [§62.15(1) of the Wisconsin Statutes] to mean that in situations as the one we face where the project will be paid for by donated funds and/or donated labor, the public bidding process is not required.

Like the League, I read this section to mean that in the situation before the Common Counsel with regard to Regner park, public bidding is not required because all of the funds, labor and materials for the project are donated and, therefore, not public funds.

(Attorney Mary L. Schanning's Memorandum to the West Bend City Council dated January 6, 2010.) These words from Attorney Schanning's are even more compelling now because in the years since she provided that Memorandum in 2010, there have been significant changes elsewhere in the law that, in context, provide additional support for her position.

Effective January 1, 2017, changes to Wisconsin law (2015 Wisconsin Act 55) repealed the State's prevailing wage law for local governmental units, such as villages, towns, cities, school districts and sewerages districts, and prohibited the passage of any ordinance that would require the payment of prevailing wages. While not *directly* related to §62.15(1) (which eliminated the requirement for public bidding for projects constructed with donated materials and labor), this change to the prevailing wage law most certainly diminished any incentive for organized labor (otherwise the most likely concern) to raise any kind of issue with allowing a privately funded Pavilion to be constructed on Village property without going to public bid.

As if that change in the prevailing wage law was not enough, Governor Walker signed Senate Bill 3 into law earlier this week which prohibits any unit of state or local government in Wisconsin from requiring (or even considering) the use or lack of use of any agreement with a labor organization by a contractor bidding on a public works project. Regardless of which side of the isle you sit, you must acknowledge that this change in the law eliminated any viable concern the Village might otherwise have had regarding any kind of complaint from organized labor.

The Village of Little Chute. Attached as Exhibit 3 is a packet of materials sent to us from James Fenlon, the Village Administrator from the Village of Little Chute. When it comes to villages in Wisconsin that take their municipal law seriously, the Village of Little Chute must be at the top of that list. Enclosed in these materials is the "Ground Lease for Recreations Building" that was used by the Village of Little Chute and the Little Chute Diamond Club, Inc., to allow that private organization to use private funds to construct a recreational building on village property without having to go through public bidding. Mr. Fenlon has been advised that you might be reaching out to him:

James Fenlon
Administrator for the Village of Little Chute
(920) 423-3850
jfenlon@littlechutewi.org

The City of Middleton. Exhibit 4 is a collection of documents including the "Park Use Agreement" with the City of Middleton which allowed the Middleton Baseball and Softball Commission to use privately donated funds to construct an indoor batting cage in Firefighter Memorial Park (city property) without the need for public bidding. These documents were provided to us by Mike Davis, the City Administrator for the City of Middleton. Mike is aware that you may be reaching out to him and I providing you his contact information:

Mike Davis
City Administrator for the City of Middleton
(608) 821-8358
mdavis@ci.middleton.wi.us

The Village of Menomonee Falls. Exhibit 5 is the Lease provided to us by local attorney and Germantown resident, Mr. Todd Jex. I understand that this lease was used by the Village of Menomonee Falls and Falls Area Community Services, Inc. to allow FACSI to construct an addition to the Village of Menomonee Falls municipal building with privately donated funds without the onerous public bidding process. You and I have both spoken to Mike at Menomonee Falls, and he is the one who originally suggested the lease idea to us.

Now Brian, I have four children, so I understand the concept that "just because everyone is doing it doesn't make it right." Furthermore, I will concede, that before this latest change in the law regarding municipal construction projects was signed earlier this week, there may have been some legitimate concern from the Village's perspective about possible issues with organized labor if it had allowed this project to go forward without requiring public bids. In this respect, your "ultra-conservative," "ultra-literal" reading of §62.15(1) to apply only to projects that involve only donated materials and donated labor but not donated funds, may have been warranted. Now, however, even if your ultra-literal interpretation (that I believe violates the spirit of the law) was somehow ruled to be correct, with no prevailing wage implications and no union affiliation implications, you must concede that any concerns from organized labor have been eliminated.

With organized labor out of the picture, the Village can focus on the people who the competitive bidding law was enacted to protect in the first place -- the taxpayers. It is well settled that Wisconsin's public bidding law was enacted to protect taxpayers by preventing local governments from squandering public funds through corruption and the awarding of non-competitive contracts. However, in this instance, no taxpayer may be heard to complain that public bidding was necessary to protect the public, as no public funds will be used.

In fact, it is difficult to conceive of a person or entity that could possibly be aggrieved by a decision to allow the project to go forward without public bidding. Possibly a private contractor somewhere who never heard of the project, and feels aggrieved because it would have liked to bid on some of the work. The fact that Nathan Laurent of Keller Inc., is now coordinating all components of this project (all of the bidding, all of the approvals, all of the timing, all of the construction, all of the payments and lien waivers, etc.), combined with the fact that Mr. Laurent is focused on value engineering, and committed to making sure that practically every subcontractor

involved in the project is donating at least of portion of the material or labor to the project, the concept of an aggrieved contractor somewhere is a virtual impossibility. Put another way, there now appears no viable interest that would be served by requiring public bidding on this privately funded project.

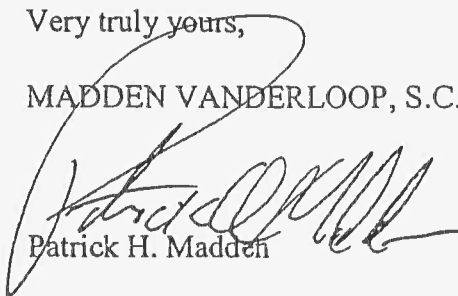
Obviously, there is more than one way for the Village of Germantown to allow the Germantown Kiwanis Foundation to construct this privately funded improvement on municipal property (Fireman's Park) without the burden of public bidding. As you can see, both the Village of Little Chute and the Village of Menomonee Falls used a "Lease Agreement" together with supporting documents, where the City of Middleton used a "Park Use Agreement" together with supporting documents. The City of West Bend handled it in a different way that required city personnel to be more involved than what I understand the Village of Germantown would prefer.

We are prepared to adopt the format that you and the Village Board suggest, and I am prepared to draft the agreement and supporting documents the Village deems necessary. We recognize and respect your concerns for the Village's interests and we want to follow your lead with respect to what format you feel would be best suited from the Village's standpoint. If you do not care for any of these, we can likely obtain several other examples of where and how Wisconsin municipalities (like the Village of Germantown) are permitting private charitable organizations (like the Germantown Kiwanis Foundation) to pay for the construction of these great facilities with privately donated funds, and then dedicate these facilities over to the municipality without the burdens of the public bidding process.

Please let me know if you want any additional examples of instances where a municipality was willing to use the changes in the law to allow a private organization to improve public property with private funds and then turn that improvement over to the municipality without having to go through public bidding. As you know, I feel very strongly that the spirit of the law, combined with changes elsewhere in the statutes (prevailing wage and union preference) that have occurred since, should give the Village full confidence in allowing this great project to move forward. Further, with the involvement of Nathan Laurent of Keller, Inc., as the project's general contractor, the Village should rest assured that all its interests unrelated to bidding will be adequately protected.

Very truly yours,

MADDEN VANDERLOOP, S.C.



Patrick H. Madden

PHM/lag
Enclosures

cc: Dave Schornack (via email)
John Krause, George Herro, Todd Jex (via email)
Nathan Laurent (via email)

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: September 18, 2017

AGENDA ITEM: New Business

ITEM TITLE: Discussion and Action on Building and Construction Permit Fees for Current School District Projects

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

SUMMARY EXPLANATION:

Like most municipalities in SE Wisconsin, the calculation of building construction permit fees for any new commercial, office, industrial and institutional building in the Village of Germantown is based on the size of the building (in sqft) and a "standard rate" of \$.28 per sqft. However, most municipalities like Germantown also has an "alternative rate" of \$10 per \$1000 of construction value for calculating building construction permit fees for those renovation-type projects that don't necessarily add new building area but do require a significant number of inspections and inspection time to ensure code compliance. In cases where a construction project includes both new building area (i.e. an addition) and renovation of existing building area, the calculation of building construction permit fees can be difficult depending on the availability and/or accuracy of building area and construction value information. Staff is seeking guidance from the Village Board on how to approach the calculation of building construction permit fees for the School District's four (4) referendum construction projects given the complexity and magnitude of those projects.

ATTACHMENTS:

- ◆ 8/30/17 GGF Staff Report

GGF COMMITTEE RECOMMENDATION:

Move [staff's request for guidance] on to Village Board for further discussion without a recommendation.

BUSINESS OF THE GENERAL GOVERNMENT & FINANCE COMMITTEE GERMANTOWN, WI

MEETING DATE: August 30, 2017

AGENDA ITEM: New Business Item

ITEM TITLE: Discussion and Action on Building and Construction Permit Fees
for Current School District Projects

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

BACKGROUND

Generally speaking, the term "building permit" is used to collectively describe all of the various types of permits that are typically required for any new residential, office, commercial, industrial, institutional or agricultural building, including: construction, electrical, plumbing, HVAC, erosion control, demolition, early start, fence, roofing, siding, etc.

The calculation of building permit fees for any new building in the Village of Germantown is a reasonably easy process. Simply stated, a predetermined rate is applied to measurable variables such as building area (square feet) or the value of construction (dollars) for construction permits, the number of appliances and fixtures (outlets, switches, lights, etc.) for electrical permits, the number of appliances and fixtures (water softeners, tubs, toilets, sinks, faucets, etc.) for plumbing permits, and so on for each type of "building permit".

Like most communities in SE Wisconsin, the standard model for calculating building construction permit fees for any new office, commercial, industrial, institutional and agricultural buildings is based on the assumption that a larger building will require both more inspections and more time per inspection to ensure all local and state building code requirements are met. Consequently, most communities use a sliding scale formula or rate of "cents per sqft of building area" to calculate building construction permit fees. As shown in Exhibit A (attached), the rates charged by ten (10) nearby communities ranges from \$.18 cents to \$.35 cents per sqft (the Village of Germantown "standard" building construction permit fee rate is \$.28 per sqft).

Additionally, many communities also have an alternative model for calculating building construction permit fees for those projects that don't add new building area but do involve significant interior/exterior renovation that may also require a significant number of inspections and inspection time to ensure code compliance. While not always the case, some renovation projects can require as much or even more inspections as a "new construction" project simply due to the type, amount and location of such renovations. In many cases, use of a community's "standard" permit fee rate based only on the amount of building area within which the renovations occur may not generate the

EXHIBIT A

Community Comparison of Building Construction Permit Fee Rates

Community	"Standard" Rate "New Construction" (\$ per bldg sqft)	"Alternative" Rate "Renovation" (\$ per \$1,000 const value)
City of Mequon	\$0.35	\$11.75
City of West Bend	\$0.35	N/A
Village of Jackson	\$0.34	\$13.00
City of Brookfield	\$0.32	\$12.00
Village of Richfield	\$0.30	\$11.00
Village of Menomonee Falls	\$0.30	N/A
Village of Sussex	\$0.28	\$10.00
Village of Germantown	\$0.28	\$10.00
Village of Grafton	\$0.25	N/A
City of Hartford	\$0.18	\$9.00

revenue needed to cover the actual cost of the inspections required. Consequently, many communities, including the Village of Germantown, use an “alternative” model for calculating building construction permit fees based on the assumption that the value of the renovation and construction work is a more accurate predictor of the number of inspections and inspection time required to ensure code compliance. As shown in Exhibit A, seven (7) communities use an “alternative” building construction permit fee rate that ranges from \$9 to \$13 per \$1,000 of construction value (the Village of Germantown “alternative” rate is \$10 per \$1,000).

It’s important to note that, like the other communities that use an “alternative” permit fee rate, Germantown uses the “alternative” rate in situations where it is not appropriate or even possible to determine the amount of building area (where the “standard” rate would ordinarily be charged).

GERMANTOWN SCHOOL DISTRICT PROJECTS:

Agents and contractors for the four (4) School district referendum improvement projects have started submitting building construction, electrical, plumbing, HVAC, erosion control, demolition and early start permit applications to the Village (collectively and hereafter referred to as “building permits”). The following building permits have been issued to date:

- Germantown High School. Building construction, HVAC, electrical, plumbing and erosion control permits have been issued for one component of the overall project referred to as “Bid Package #1” (which includes renovation of the auto and wood shop areas into classrooms within a 22,547 sqft area of the existing building). Permit fees collected to date total approximately \$15,660;
- County Line Elementary School. Demolition, early start, plumbing and erosion control permits have been issued for demolition of the 7,344 sqft office wing, and, footings & foundation work for the new gym and office/classroom additions. Permit fees collected to date total approximately \$1,350;
- MacArthur Elementary School. Plumbing and erosion control permits have been issued. Permit fees collected to date total approximately \$700.
- Kennedy Middle School. No permits have been applied for or issued for this project to date.

All four (4) school projects include both new construction and interior/exterior renovation. Therefore, the calculation of building construction permit fees would be based on both the "standard" and "alternative" permit fee rates as appropriate, where:

1. The "standard" new construction rate of \$.28 per square foot would be used for all new building additions; and
2. The "alternative" renovation rate of \$10 per \$1,000 of construction value would be used for existing building renovations where building area cannot be determined or would otherwise be inappropriate.

As indicated above, of the four (4) school projects, the Germantown High School project is the farthest along, but still very early in what is projected to be a 30-month construction timeframe (completion expected in December, 2019). The submission of building permit applications for the High School project is to be accomplished in a number of phases for different areas or components of the overall project (referred to by the contractors as "bid packages").

Although the amount of work required by Village staff to review, process, schedule inspections and overall keep track of all the permit applications that will eventually be submitted (and for all four projects and not just the High School), Village staff, School District staff, and their contractors are committed to being easily accessible and cooperative in terms of providing whatever detailed information may be needed to process those permit applications in a timely manner.

To further this cooperative effort, reduce the amount of time and information needed to calculate permit fees, and, as a result, ensure that the review and processing of all future permit applications, scheduling of inspections and the calculation of permit fees occurs in a timely manner without unnecessary delay, staff is requesting approval to implement the following "policies" related to the calculation of building construction permit fees for the four (4) Germantown School District projects:

1. The "standard" permit fee rate of \$.28 per sqft of building area shall be used for calculating building construction permits fees for all new construction and renovation components of a school project for which building area information (square feet) is available;
2. The "alternative" permit fee rate of \$10 per \$1,000 of construction value shall only be used for renovation construction for which building area information for the area being renovated is not available, or, in the event use of the "standard" permit fee rate of \$.28 per sqft would result in an unreasonable permit fee when compared to the type and/or amount of plan review and on-site inspection(s); and

3. Use of the "alternative" permit fee rate of \$10 per \$1,000 of construction value shall be based exclusively on the value of construction for the building components only, excluding the construction value of the other non-building components, e.g. electrical, plumbing, HVAC, fire protection, etc.

Table 1 "Development-Related Fee Estimates for Germantown School District Referendum Projects" (see attached) presents a summary of total estimated fees (including building permit fees and impact fees) for all four (4) of the school projects.

As indicated in Table 1, the net effect of implementing the calculation rates and policies discussed above will likely be lower building construction permit fees paid by the District. As presented in Table 1, using preliminary project information provided by the District for all four (4) projects, staff estimates that use of the "standard" permit fee rate for all new construction and renovation would yield approximately **\$94,700** in building construction permit fees vs. **\$284,900** if both the "standard" rate was used for new building additions and the "alternative" rate was used for all renovation.

The estimated total of all building permit fees (including electrical, plumbing, HVAC, etc.) and all impact fees (water, sewer, police and fire) is **\$303,600** if the "standard" permit fee rate is used for building construction vs. **\$493,900** if both the "standard" rate was used for new building additions and the "alternative" rate was used for all renovation.

Finally, it's important to note that none of what is discussed or proposed above regarding the calculation of building construction permit fees will affect the calculation of the other types of fees that will be charged for the school projects. As presented in Table 1, the current estimate for all other building permit fees (electrical, plumbing, HVAC, etc.) is approximately \$86,100. The estimate for all impact fees is approximately \$114,000.

OTHER NOTES:

1. *The \$8,890 Plan Commission site plan review/approval fees have been paid;*
2. *The calculation of Water and Sewer Impact/Connection Fees is based on an estimate of REC's and subject to change after a 1-year, post-construction flow monitoring study.*

ATTACHMENTS:

- ◆ Exhibit A: Community Comparison of Building Construction Permit Fee Rates
- ◆ Exhibit B: Development-Related Fee Estimates for Germantown School District Referendum Projects

EXHIBIT B
DEVELOPMENT-RELATED FEE ESTIMATES FOR GERMANTOWN SCHOOL DISTRICT REFERENDUM PROJECTS

TABLE 1.		Optional Building Const Fee Rate	
Village of Germantown Development-Related Fees		"Standard"	"Standard" plus
Fee Category		New Const Rate Only	"Alternative" Rate
Building Construction Permit Fees (ONLY)		\$94,658	\$284,921
Other Building Permit Fees (Elec, Plmbng, HVAC, Erosion)		\$86,044	\$86,044
Impact Fees		\$114,008	\$114,008
Plan Commission Review Fees		\$8,890	\$8,890
Total:		\$303,600	\$493,863

- NOTES:
1. "School District" estimate taken from document "Potential Permit Fees" dated 3-28-17
 2. All estimates are preliminary and subject to change until detailed plans & specifications prepared.

Table 2.

Preliminary Budget Estimates: Cost (\$) and Area (sqft)					
Project	Total Budget Cost (\$)	New Const Cost (\$)	Renovation Cost (\$)	New Const (sqft)	Renovation (sqft)
High School	\$44,751,701	\$32,974,845	11,776,856	123,076	85,193
County Line	\$8,129,325	\$5,178,566	2,950,759	17,000	14,534
MacArthur	\$6,562,458	\$4,674,930	1,887,528	17,855	11,345
Kennedy	\$9,201,302	\$2,042,106	7,159,196	10,561	58,502
Totals:	\$68,644,786	\$44,870,447	\$23,774,339		

- NOTES:
1. All Budget Estimates provided by C.D. Smith 4-18-17
 2. All estimates are preliminary and subject to change until detailed plans & specifications prepared.

Table 3.

Impact Fee Rates		
FIRE (per \$1000 cost of New Construction ONLY)		\$0.63549
POLICE (per \$1000 cost of New Construction ONLY)		\$0.28090
SEWER (per REC)		\$3,932
WATER (per REC)		\$832
Building Construction Permit Fee Rates		
Building-New Construction & Addition (per sqft)		\$0.28
Building-Renovation (per \$1000 of const cost)		\$10.00

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. 14 - 17

APPROVING AMENDMENTS TO THE 2017 BUDGET

Line Item Transfer

Allocate Contingency Funds to Departments to Cover Wage Increase

WHEREAS, the Village Board of the Village of Germantown has approved the 2017 Salary Resolution #9-17, and;

WHEREAS, the 2017 Budget included contingency funds in the General Government Department Wage and Benefits lines to cover salary increases, and;

WHEREAS, the funds need to be allocated to the correct department accounts to facilitate proper accounting for the increase, and;

NOW THEREFORE BE IT RESOLVED, that the attached budget amendment detail moving \$56,614 from the contingency allocation to individual departments be approved.

Introduced by: Trustee

Adopted: September 18, 2017

Vote: Ayes:

Nays:

Absent:

Dean M. Wolter, Village President

ATTEST:

Kathleen M. Strebe, Deputy Clerk

**Budget Amendment to Allocate Contingency Funds to Departments for 2017 Wage Increase
1.5% Non-represented employee
.68% Public Works Department**

Account #	Description	Original Budget	Change	Adjusted Budget	
10-518-510-1900	Salaries Contingency	72,500	(48,773)	23,727	48,773
10-518-520-2100	Social Security	5,510	(3,731)	1,779	3,731
	Retirement	6,039	(4,109)	1,930	<u>4,109</u>
					56,614
10-512-510-1100	Salaries - Administration	65,122	977	66,099	
10-512-520-2100	Social Security	4,982	75	5,057	
10-512-520-2200	Retirement	4,428	66	4,494	
10-513-510-1100	Salaries - Clerk	161,911	991	162,902	
10-513-520-2100	Social Security	12,636	76	12,712	
10-513-520-2200	Retirement	11,010	67	11,077	
10-514-510-1100	Salaries - Finance	107,066	3,349	110,415	
10-514-520-2100	Social Security	8,191	256	8,447	
10-514-520-2200	Retirement	7,280	228	7,508	
10-517-510-1100	Salaries - Data Processing	24,445	1,221	25,666	
10-517-520-2100	Social Security	1,870	93	1,963	
10-517-520-2200	Retirement	1,662	83	1,745	
10-519-510-1100	Salaries - Blg. & Grounds	31,217	1,065	32,282	
10-519-520-2100	Social Security	10,040	81	10,121	
10-519-520-2200	Retirement	8,792	72	8,864	
10-521-510-1110	Salaries - Police Adm	925,500	12,735	938,235	
10-521-510-1140	Salaries - Dispatch	328,115	6,002	334,117	
10-521-520-2100	Social Security	230,028	1,433	231,461	
10-521-520-2200	Retirement	350,382	1,964	352,346	
10-522-510-1100	Salaries - Fire Adm	155,900	2,339	158,239	
10-522-520-2100	Social Security	59,182	179	59,361	
10-522-520-2200	Retirement	71,420	257	71,677	
10-523-510-1100	Salaries - Em. Govt	4,893	74	4,967	
10-523-520-2100	Social Security	374	6	380	
10-523-520-2200	Retirement	651	10	661	
10-524-510-1100	Salaries - Inspection Serv	123,927	2,387	126,314	
10-524-520-2100	Social Security	10,245	183	10,428	
10-524-520-2200	Retirement	7,917	162	8,079	
10-541-510-1100	Salaries - DPW Adm	117,506	1,335	118,841	
10-541-520-2100	Social Security	8,989	102	9,091	
10-541-520-2200	Retirement	7,071	91	7,162	
10-542-510-1100	Salaries - Highway	151,658	6,558	158,216	
10-542-520-2100	Social Security	71,512	502	72,014	
10-542-520-2200	Retirement	61,847	446	62,293	
10-546-510-1100	Salaries - Recycle	10,250	332	10,582	
10-546-520-2100	Social Security	2,704	25	2,729	
10-546-520-2200	Retirement	1,815	23	1,838	
10-552-510-1100	Salaries - Recreation	231,111	3,467	234,578	
10-552-520-2100	Social Security	48,366	265	48,631	
10-552-520-2200	Retirement	25,276	236	25,512	
10-553-510-1100	Salaries - Parks	111,220	1,063	112,283	
10-553-520-2100	Social Security	16,394	81	16,475	
10-553-520-2200	Retirement	9,133	72	9,205	
10-554-520-1800	Salaries - Sr. Ctr	53,545	680	54,225	
10-554-520-2100	Social Security	4,096	52	4,148	
10-554-520-2200	Retirement	3,081	46	3,127	
10-563-510-100	Salaries - Planning	95,040	3,577	98,617	
10-563-520-2100	Social Security	7,420	274	7,694	
10-563-520-2200	Retirement	6,463	243	6,706	
44-571-510-1100	Salaries Adm - TID 4	5,010	75	5,085	
44-571-520-2100	Social Security	383	6	389	
44-571-520-2200	Retirement	341	5	346	
46-571-510-1100	Salaries Adm - TID 6	36,542	548	37,090	
46-571-520-2100	Social Security	2,795	42	2,837	
46-571-520-2200	Retirement	2,485	37	2,522	
		3,905,288	0	3,905,288	

65.90 Municipal budgets.

(1) Unless otherwise provided, in this section, "municipality" means each county other than counties having a population of 500,000 or more, each city, excepting cities of the 1st class, village, town, school district, technical college district and all other public bodies that have the power to levy or certify a general property tax or budget. Every municipality shall annually, prior to the determination of the sum to be financed in whole or in part by a general property tax, funds on hand or estimated revenues from any source, formulate a budget and hold public hearings thereon.

(2) Such budget shall list all existing indebtedness and all anticipated revenue from all sources during the ensuing year and shall likewise list all proposed appropriations for each department, activity and reserve account during the said ensuing year. Such budget shall also show actual revenues and expenditures for the preceding year, actual revenues and expenditures for not less than the first 6 months of the current year and estimated revenues and expenditures for the balance of the current year. Such budget shall also show for informational purposes by fund all anticipated unexpended or unappropriated balances, and surpluses.

(3)

65.90(3)(a)**(a)** A summary of the budget required under sub. (1) and notice of the place where the budget in detail is available for public inspection and notice of the time and place for holding the public hearing thereon shall be published as a class 1 notice, under ch. 985, in the municipality at least 15 days prior to the time of the public hearing except that:

(a) Except as provided in par. (b) and except for alterations made pursuant to a hearing under sub. (4), the amount of tax to be levied or certified, the amounts of the various appropriations and the purposes for such appropriations stated in a budget required under sub. (1) may not be changed unless authorized by a vote of two-thirds of the entire membership of the governing body of the municipality. Any municipality, except a town, which makes changes under this paragraph shall publish a class 1 notice thereof, under ch. 985, within 15 days after any change is made. Failure to give notice shall preclude any changes in the proposed budget and alterations thereto made under sub. (4).