VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **REGULAR MEETING OF THE VILLAGE BOARD**

DATE AND TIME: ***MONDAY, December 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. ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST COMMITTEE AND DEPARTMENT REPORTS:

The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney, Village Clerk, And Department Directors.

VI. CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:

Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. (15 minutes)

VII. CONSENT AGENDA:

A. Approval of Minutes: December 4, 2017 Regular Village Board Meeting

B. Accounts payable/payroll

1.	December 10, 2017	Accounts Payable	$ 1,577,486.05
2.	December 13, 2017	Payroll (hourly)	$ 230,142.19
3.	December 15, 2017	Payroll (salary)	$ 94,234.62

C. Operator Licenses: November 21, 2017 to June 30, 2018:
NEW: Samantha Landry, John Miller, Brandon Medved, Mark Plato, Ben Schroeder, Ramalakshmi Vootkur, William Tait. [Recommendation Forthcoming]
Ryan Treiber [Denial Forthcoming]

VII. CONSENT AGENDA-continued:

The following items were forwarded from **Public Works** with a unanimous recommendation.

D. Pay Invoice – D.F. Tomasini in an amount not to exceed $8,920.56 with funds allocated from Acct. #50-742-530-6730. [Recommended Approval]

E. Purchase of Two New Chlorine & Fluoride Drum Scales from William /Reid at a cost not to exceed $8,025 with funds allocated from Acct. #50-180-184-3320. [Recommended Approval]

F. Two Year Cross Connection Control Contract with Hydro Corporation for a monthly cross connection control inspection for commercial properties in an amount not to exceed $22,992 bill at $958 per month, funds to be allocated from Acct. #50-741-530-6640. [Recommended Approval]

VIII. UNFINISHED BUSINESS:

A. Development Agreement with the Germantown Kiwanis for the construction of a Performing Arts Pavilion within Fireman's Park.

IX. PUBLIC HEARING:

A. Speaker Properties LLC c/o J.W. Speaker Corporation, Agent for Francis & Dolores Mayer, et al., 39.7 acres of land east of Goldendale Road and north of Freistadt Road (Tax Key Nos. GTNV 173-992 & 173-993); a 2020 LAND USE PLAN MAP AMENDMENT to reclassify said property from "Agricultural/Conservation Residential" and "Low Density Residential" to "Industrial/Office", and, to include said property in the 2020 Sanitary Sewer Service Area Boundary.

B. Speaker Properties LLC c/o J.W. Speaker Corporation, Agent for Phylmack LLC, Francis & Dolores Mayer et al. and Thomas & Joan Roskopf, Property Owners – N120 W19434 Freistadt Road and 144 acres of land east of Goldendale Road and north of Freistadt Road (Tax Key Nos. GTNV 173-992, 173-993, 173-987 & 173-985); a REZONING application to create an M-1: Limited Industrial Planned Development District (M-1/PDD) and rezone said properties from the A-1: Agricultural and M-1: Limited Industrial Districts into the M-1/PDD Zoning District.

X. NEW BUSINESS:

A. Speaker Properties LLC c/o J.W. Speaker Corporation, Agent for Francis & Dolores Mayer, et al., 39.7 acres of land east of Goldendale Road and north of Freistadt Road (Tax Key Nos. GTNV 173-992 & 173-993); consideration and action on a 2020 LAND USE PLAN MAP AMENDMENT ORDINANCE 18-17 to reclassify said property from "Agricultural/Conservation Residential" and "Low Density Residential" to "Industrial/Office", and, to include said property in the 2020 Sanitary Sewer Service Area Boundary.

B. Speaker Properties LLC c/o J.W. Speaker Corporation, Agent for Phylmack LLC, Francis & Dolores Mayer et al. and Thomas & Joan Roskopf, Property Owners – N120 W19434 Freistadt Road and 144 acres of land east of Goldendale Road and north of Freistadt Road (Tax Key Nos. GTNV 173-992, 173-993, 173-987 & 173-985); consideration and action on a REZONING ORDINANCE 19-17 to create an M-1: Limited Industrial Planned Development District (M-1/PDD) and rezone said

properties from the A-1: Agricultural and M-1: Limited Industrial Districts into the M-1/PDD Zoning District, and, RESOLUTION 26-17 containing specific conditions and restrictions for the M-1/PDD.

C. Resolution 24-17, "Resolution Approving the Project Plan and Establishing the Boundaries for and the Creation of Tax Incremental District No. 7, Village of Germantown, Wisconsin.
D. Resolution 25-2017, The Appointment of Election Inspectors for the term January 1, 2018 – December 31, 2019.
E. 2018 Firework's Contract with Wolverine Firework's Company in the amount of $14,862.50 with the Contribution of $7,431 from the Germantown Kiwanis.
F. Authorization for a Blanket Purchase Order – Water Meters in an amount not to exceed $150,000 for continuing the purchase of water meters on a time and need basis, funds to be allocated from Acct. #50-180-183-3460.
G. Contract with Wisconsin Testing Laboratories, LLC, Soil Boring & Analysis – Goldendale Road, in an amount not to exceed $6,860 for the proposed sanitary sewer and water main extension.
H. Washington County Aging & Disability Resource Center Agreement.

XI. ADJOURNMENT:

The next regular meeting of the Village Board will be on January 15, 2018 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
VILLAGE BOARD MEETING MINUTES
December 4, 2017

CALL TO ORDER: The meeting was called to order at 7:05 p.m. by President Wolter

ROLL CALL: Present: President Wolter, Trustees Baum, Campbell, Kaminski, Hughes, Miller, Myers, Warren and Zabel. Also present: Administrator Kreklow and Clerk Boldrey

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT: Nothing to report.

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

CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:
No One Spoke.

CONSENT AGENDA:

A. Approval of Minutes: November 6, 2017 Regular Village Board Meeting.

B. Accounts Payable / Payroll.

1.	November 25, 2017	Accounts Payable	$ 405,624.87
2.	November 28, 2017	Payroll (hourly)	$ 205,712.56
3.	November 30, 2017	Payroll (salary)	$ 82,838.13
4.	November 2017	Accounts Payable	$ 2,372.02

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

C. NuVantage Employee Assistance Program Contract Renewal 11/1/17-10/31/18
The following items were forwarded from **General Government and Finance** with a unanimous recommendation.

MOTION (Baum / Myers) to approve Consent Agenda Items A – C; roll call vote, carried.

UNFINISHED BUSINESS:

A. Resolution 21-17 Amendment to Fee Schedule for Ambulance and EMT Services.
MOTION (Baum / Myers) to approve item A as presented.
AMENDMENT MOTION (Zabel / Miller) to adjust BLS, ALS 1 and ALS 2 for non-residents only. Motion to Amend Failed 3-6.
Original Motion carried 7-2, 2 opposed (Zabel and Wolter).

PUBLIC HEARING:

A. RafRad LLC Project, Industrial Development Revenue Bonds Series 2017
Public hearing opened 7:16 p.m.; No One Spoke; Public Hearing Closed 7:17 p.m.

NEW BUSINESS:

A. Resolution 22-17 Authorizing Amendments to $2,400,000 Midwestern Disaster Area Revenue Bonds Series 2011, RafRad LLC Project.
MOTION (Baum / Warren) approve as presented, roll call vote, carried.

B. Resolution 23-17, Regarding Industrial Development Revenue Bond Financing for RafRad, LLC.
MOTION (Baum / Myers) approve as presented, roll call vote, carried.

ADJOURNMENT: There being no further business, meeting adjourned at 7:21 p.m.

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

_____

Deanna L. Boldrey, WCMC/CMC
Village Clerk

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 November, 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 an 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. The Foundation shall contract with Keller, Inc. to construct the Project in accordance with the State Approved Plans for the Project, a of which is attached hereto and incorporated herein by reference as Exhibit 1.

2. The Foundation shall cause the construction of the Project within the Village's Fireman's Park in the location identified in the Site Plan attached hereto and incorporated herein by reference 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.

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 assurance acceptable to the Village, in the Village's sole discretion, that the Foundation has funds adequate to complete the Project.

5. After the Project is fully completed (as determined by the Village) 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 the 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, approvals, licenses, and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws, ordinances and regulations), except for minor changes to the Plans and Specifications approved in writing by Village staff 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.

(4) Insurance.

(i) The Village shall insure the Project during construction and after acceptance, which will include Builder's risk insurance.

(ii) Foundation or its contractors shall maintain, until Village's acceptance of the dedication of the Project, Commercial general liability insurance covered under a comprehensive general liability policy including contractual liability issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") in amounts maintained by developers of similar projects, and insuring against bodily injury, including personal injury, death, property damage and other risks and casualties. Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the Village of any material change or cancellation of such policy. The Village shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance.

(5) Indemnification.

(i) Foundation hereby indemnifies, defends, covenants not to sue and holds the Village harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the Village in any way in connection with the Project, including without limitation: (a) the failure of Foundation or its contractors, subcontractors, agents, employees, or invitees (while under control of Foundation) to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (b) any release by Foundation or its contractors, subcontractors, agents, employees, or invitees (while under control of Foundation) of petroleum products or hazardous materials or hazardous substances on, upon or into the Project; (c) any and all damage to natural resources or real property or harm or injury to persons resulting from any failure by the Foundation and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above; (d) any violation by Foundation at the Project of any environmental law, rule, regulation or ordinance; (e) claims arising under the Americans With Disabilities Act or similar laws, rules, regulations or ordinances; (f) the failure by Foundation to comply with any term or condition of this Agreement; (g) injury to or death of any person at the Project; injury to any property caused by or at the Project; and (h) the failure of Foundation to maintain, repair or replace, as needed, any portion of the Project; except, in each of the foregoing instances described in (a) through (h) above, to the extent negligently or willfully and wrongfully caused by the Village or its agents, employees, contractors or representatives.

The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

Except as caused, in whole or in part, by negligence or wrongful act or omission of the Village, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of Foundation or its contractors, subcontractors or materialmen in their performance of this Agreement or from Foundation's failure to comply with any of the provisions of this Agreement or of law, Foundation shall indemnify and hold the Village harmless from any and all claims and judgments for damages, and from costs and expenses to which the Village may be subjected or which it may suffer or incur by reason thereof, provided; however, that the Village shall provide to Foundation promptly, in writing, notice of the alleged loss, damage or injury.

(ii) Foundation, its successors and/or assigns, or any contractor or subcontractor retained by Foundation, shall indemnify and save harmless the Village, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:

(a) The negligent or willfully wrongful performance of this Agreement by Foundation, its successors and/or assigns, or any contractor or subcontractor retained by Foundation;

(b) The negligent or willfully wrongful construction of the Project by Foundation, its successors and/or assigns, or any contractor or subcontractor retained by Foundation,;

(c) The violation by Foundation, its successors and/or assigns, or any contractor or subcontractor retained by Foundation, of any law, rule, regulation, order or ordinance; or

(d) The infringement by Foundation, its successors and/or assigns, or any contractor or subcontractor retained by Foundation, of any patent, trademark, trade name or copyright.

(iii) The indemnification provisions herein are intended for the sole benefit of the indemnified parties, their heirs and their legal representatives. The indemnification hereunder shall be secondary to any available insurance coverage provided by the indemnifying party to the benefit of the indemnified party, and it is not intended to relieve such insurer from its obligations under its policy.

(7) The Project shall at all times be subject to Village inspection and approval, and the Village shall not be required to accept conveyance of the Project unless it has been constructed in a good workmanlike manner, in accordance with the approved plans. Following approval by the Village of the completed Project, the Project shall be dedicated and conveyed to the Village, at no cost or expense to the Village. The Foundation shall provide to the Village, from the general contractor constructing the Project, a one-year warranty against defects in construction, materials and workmanship, from the date of conveyance to the Village, in a customary form reasonably acceptable to the Village.

ARTICLE III
DEFAULT AND REMEDIES

The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder.

(a) Foundation or the Village shall fail to pay any amounts due under this Agreement on or before ten days following the date when the other party delivers written notice thereof; or

(b) Any representation or warranty made by Foundation or the Village in this Agreement, or any document or financial statement delivered by Foundation pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

(c) Except as provided for in (a), Foundation or the Village shall breach or fail to perform timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following written notice thereof from the other party; however, if the breach or failure was not the result of an intentionally wrongful act or omission of the breaching party and the breach or failure cannot be cured using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be cured using commercially reasonable and diligent efforts, such 30-day cure period shall be extended for the period reasonably necessary to cure if (and for such period as) (i) the breaching party uses commercially reasonable and diligent efforts during such 30-day period; (ii) the breaching party continues to use all commercially reasonable and diligent efforts to cure after such 30-day period; and (iii) such efforts are adequate to ensure a cure; or

(d) Construction of the Project shall be abandoned (no material work having been completed) for more than ninety (90) consecutive days after commencement, or if the Project is not completed on or before the deadlines set forth in this Agreement, or if any portion of the Project shall be damaged by fire or other casualty and not be repaired, rebuilt or replaced; or

(e) Foundation shall: (i) become insolvent or be unable to pay, or admit in writing its inability to pay, its debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it in bankruptcy or any similar

proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed under 11 U.S.C. § 303(j) for a period of ninety (90) days or Foundation shall file an answer to such a petition or application, admitting the material allegations thereof, unless the Foundation within 90 days of this filing of the petition provides evidence of solvency satisfactory to the Village; or (v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, unless the Foundation within 90 days of this filing of the petition provides evidence of solvency satisfactory to the Village, or have a receiver or custodian appointed for any of its assets or properties, with or without consent; or (vi) adopt a plan of complete liquidation of its assets; or

(f) If Foundation shall cease to exist; or

(g) A default shall occur under any other documents executed and delivered by Foundation to the Village in connection with the Project.

Except as otherwise set forth in this Agreement, upon the occurrence of any Default, without further notice, demand or action of any kind by the non-defaulting party, the non-defaulting party may, at its option, pursue any or all of the rights and remedies available at law and/or in equity against the defaulting party and/or the Project. The non-defaulting party shall also have the right to suspend performance of any of its obligations or covenants under this Agreement and/or to terminate this Agreement. Except as otherwise set forth herein, no remedy herein conferred upon the non-defaulting party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of the non-defaulting in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

Foundation shall pay all costs and expenses, including attorney's fees and costs, associated with the enforcement of the Village's rights against Foundation under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Foundation. Any and all such fees, costs and expenses incurred by the Village which are to be paid by the Foundation, shall be paid by Foundation to the Village within 90 days following delivery of invoices documenting the costs.

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. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Washington County.

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. Steven R. Kreklow, Administrator
Village of Germantown
N112 W17001 Mequon Rd.
Germantown, WI 53022

With a Copy to:

Mr. Brian C. Sajdak, Village Attorney
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St.
Franklin, WI 53132

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 Compliance. Nothing contained in this Agreement is intended to or has the effect of releasing Foundation, its successors and/or assigns, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

Section 4.11 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.

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

ATTEST:

BY:_____
Deanna L. Boldrey, Clerk

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this _____ day of December, 2017, the above-named Dean Wolter and Deanna L. Boldrey, in their capacity as President and Clerk of Village of Germantown, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same, as the act and deed of said municipal corporation, 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 corporation, by its authority.

_____
Notary Public, State of Wisconsin
My commission expires: _____

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: December 18, 2017

AGENDA ITEM: Public Hearings & New Business **[ORDINANCES]**

ITEM TITLE: Speaker Properties LLC, Agent for Francis & Dolores Mayer, etal., Thomas & Joan Roskopf, and Phylmack LLC, Property Owners 144.2 acres of land east of Goldendale Road and north of Freistadt Road (Parcels GTNV#173-992, 173-993, 173-987 & 174-985); proposed 2020 Land Use Plan Map Amendments & a Rezoning Application

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

SUMMARY EXPLANATION:
Speaker Properties LLC, agent for the J.W. Speaker Corporation and Francis & Dolores Mayer, et al., property owners, has submitted applications to: (1) amend the 2020 Land Use Plan map classification for a 39.7-acre area from "Agricultural/Conservation Residential" and "Low Density Residential" to "Industrial/Office" and the include this property in the 2020 Sanitary Sewer Service Area Boundary; and (2) to create a 144.2-acre M-1: Limited Industrial Planned Development District (M-1/PDD) and rezone the 39.7-acre Mayer/Neu property, the 47.4-acre Roskopf property and the 57.1-acre Phylmack LLC property from the A-1: Agricultural and M-1: Limited Industrial Districts, respectively into the Speaker Corporation M-1/PDD in order to accommodate future expansion of the J.W. Speaker Corporation located at N120 W19434 Freistadt Road.

On October 16, the Village Board denied a separate rezoning application (A-1: Agricultural to M-1: Limited Industrial) affecting only the Mayer/Neu property. A separate rezoning application (A-1: Agricultural to M-1: Limited Industrial) affecting only the Roskopf property was approved. No action was taken on the proposed 2020 Land Use Plan Map amendments.

As an alternative, the Speaker Corporation has filed a new/different rezoning application that proposes to create a new M-1: Limited Industrial Planned Development District (M-1/PDD) affecting all 144.2 acres, including the Mayer/Neu, Roskopf and Phylmack LLC properties. At their meeting on December 11, the Plan Commission considered the proposed Speaker Corporation M-1/PDD and has endorsed a specific list of conditions and restrictions that are intended to regulate future land use and development within the Speaker M-1/PDD (the attached conditions & restrictions resolution contains the list drafted by Village Staff and reflects additional changes recommended by the Plan Commission in a ~~strikeout~~ and <u>underline</u> format). The Plan Commission's recommendation regarding the proposed 2020 Land Use Plan Map amendments made back on October 9 have not changed.

NOTE: the 39.7-acre property formerly owned by a group of individuals that included Francis & Dolores Mayer, Michael & Joan Neu, etc. and the 47.3-acre property formerly owned by the Roskopf's, have since been acquired by Speaker Properties LLC. For consistency purposes, these properties will continue to be referred to as the "Mayer/Neu" and "Roskopf" properties by Village staff.

ATTACHMENTS:

- 10/9/17 Staff Report
- 10/9/17 Plan Commission Meeting Minutes
- 12/11/17 Staff Report
- 12/11/17 Plan Commission Meeting Minutes
- Draft 2020 Land Use Plan Amendment Ordinance
- Draft M-1/PDD Zoning Ordinance

PLAN COMMISSION RECOMMENDATIONS:

October 9, 2017
APPROVE the proposed 2020 Land Use Plan (LUP) map amendments to change the classification of approximately 39.7 acres as follows:

1. Change approximately 31.1 acres classified as "Agricultural/Conservation Residential" to "Industrial/Office";
2. Change approximately 8.6 acres classified as "Low Density Residential" to "Industrial/Office"
3. Expand the 2020 Sanitary Sewer Service Area (SSA) boundary to include the 39.7-acre Mayer/Neu property (subject to SEWRPC & MMSD approval).

December 12, 2017
APPROVE the proposed rezoning of approximately 144 acres from A-1: Agricultural (39.7-ac Mayer/Neu property) and M-1: Limited Industrial (47.4-ac Roskopf and 57-ac Phylmack LLC properties) into the M-1: Limited Industrial Planned Development District (M-1/PDD) subject to the following:

1. The draft conditions & restrictions resolution dated December 11, 2017, shall constitute the specific conditions and restrictions for the PDD;
2. the General Development Plan (GDP) dated December 11, 2017, shall constitute the General Development Plan required under Section 17.27 of the Zoning Code.

NOTE: See attached December 11, 2017 Plan Commission meeting minutes for details on recommended changes to the draft Conditions & Restrictions Resolution

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, December 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 to: (1) create an M-1: Limited Industrial Planned Development District (M-1/PDD) pursuant to Sections 17.27 and 17.33 of the Zoning Code; and (2) rezone the following described properties from the A-1: Agricultural and M-1: Limited Industrial Districts into the newly created M-1/PDD Zoning District:

Applicant: Speaker Properties LLC, Agent for Francis & Dolores Mayer, Joan & Michael Neu, et al., Thomas & Joan Roskopf, and Phylmack LLC, Property Owners

Mayer/Neu Property (Tax Key #173-992 and Tax Key #173-993)
Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows:
Commencing at the Northwest corner of said 1/4 Section; thence South 01°14'33" East along the West line of said 1/4 of said Section 123.85 feet to the South line of the Wisconsin & Southern Railroad lands and the point of beginning of the lands hereinafter described; thence: South 77°11'31" East along said South line 1343.65 feet to a point; thence South 01°17'44" East along the West line of Lot 1 of Certified Survey Map No 6215 a distance of 1283.76 feet to a point; thence South 75°00'27" West along the North line the of Neuland Subdivision 403.42 feet to a point, thence North 43°39'33" West along said North line 180.00 feet to a point; thence North 54°19'33" West along said North line 380.00 feet to a point; thence North 38°28'33" West along said North line 49.79 feet to a point; thence South 87°00'27" West along said North line 250.00 feet to a point; thence South 14°59'33" East along said North line 40.00 feet to a point; thence South 82°45'51" West along said North line 218.24 feet to a point on the West line of SW 1/4, Section 17; thence North 01°14'33" West along said West line 1374.37 feet to the point of beginning.
Along with Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, described as follows:
Commencing at the Southwest corner of said 1/4 Section; thence North 89°53'45" East along the South line of said 1/4 of said Section 1301.98 feet to the point of beginning of the lands hereinafter described; thence North 01°04'33" West 217.16 feet to a point; thence South 89°57'33" West 3.57 feet to the Southeast corner of Lot 6, Block 1 of Neuland Subdivision; thence North 01°02'33" West along the East line of said Lot 392.27 feet to a point on the south line of Dalebrook Drive; thence North 88°57'27" East along said south line 5.05 feet to a point; thence South 01°17'44" East along the West line of Lot 1 of Certified Survey Map No. 6215 a distance of 549.55 feet to a point on aforesaid South line; thence South 89°53'45" West along said South line 3.78 feet to the point of beginning. Said lands containing 39.74 acres more or less.

Roskopf Property (Lot 1 of CSM #6702 and Tax Key #173-987)
Lot 1 of Certified Survey Map #6702 as recorded in Volume 51 on Page 221 of Certified Survey Maps of Washington County, Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. Said lands containing 47.43 acres more or less.

Phylmack LLC Property (Lot 2 of CSM #6702 Tax Key #174-985)
Lot 2 of Certified Survey Map #6702 as recorded in Volume 51 on Page 221 of Certified Survey Maps of Washington County, Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. Said lands containing 57.08 acres more or less.

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 15th day of November, 2017
Jeffrey W. Retzlaff, Community Development Director

To Be Published On: November 29th and December 6th, 2017

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, December 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 applicant for: (1) a 2020 LAND USE PLAN MAP AMENDMENT to change from "Agricultural/Conservation Residential" and "Low Density Residential" to "Industrial/Office" the following described property and to include said property in the 2020 Sanitary Sewer Service Area:

Applicant: Speaker Properties LLC, Agent for Francis & Dolores Mayer, Joan & Michael Neu, et al., Property Owners
Property: Tax Key #173-992 and Tax Key #173-993

Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows:
Commencing at the Northwest corner of said 1/4 Section; thence South 01°14'33" East along the West line of said 1/4 of said Section 123.85 feet to the South line of the Wisconsin & Southern Railroad lands and the point of beginning of the lands hereinafter described; thence: South 77°11'31" East along said South line 1343.65 feet to a point; thence South 01°17'44" East along the West line of Lot 1 of Certified Survey Map No 6215 a distance of 1283.76 feet to a point; thence South 75°00'27" West along the North line the of Neuland Subdivision 403.42 feet to a point, thence North 43°39'33" West along said North line 180.00 feet to a point; thence North 54°19'33" West along said North line 380.00 feet to a point; thence North 38°28'33" West along said North line 49.79 feet to a point; thence South 87°00'27" West along said North line 250.00 feet to a point; thence South 14°59'33" East along said North line 40.00 feet to a point; thence South 82°45'51" West along said North line 218.24 feet to a point on the West line of SW 1/4, Section 17; thence North 01°14'33" West along said West line 1374.37 feet to the point of beginning.

Along with Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, described as follows:
Commencing at the Southwest corner of said 1/4 Section; thence North 89°53'45" East along the South line of said 1/4 of said Section 1301.98 feet to the point of beginning of the lands hereinafter described; thence North 01°04'33" West 217.16 feet to a point; thence South 89°57'33" West 3.57 feet to the Southeast corner of Lot 6, Block 1 of Neuland Subdivision; thence North 01°02'33" West along the East line of said Lot 392.27 feet to a point on the south line of Dalebrook Drive; thence North 88°57'27" East along said south line 5.05 feet to a point; thence South 01°17'44" East along the West line of Lot 1 of Certified Survey Map No. 6215 a distance of 549.55 feet to a point on aforesaid South line; thence South 89°53'45" West along said South line 3.78 feet to the point of beginning. Said lands containing 39.84 acres more or less.

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 15th day of November, 2017
Jeffrey W. Retzlaff, Community Development Director

To Be Published On: November 29th and December 6th, 2017

2020 LAND USE PLAN MAP AMENDMENT & REZONING APPLICATIONS

10/9/17 Plan Commission Meeting

Speaker Properties LLC / Francis & Dolores Mayer

Village Planner Report **Germantown, Wisconsin**

Summary

Speaker Properties LLC, agent for J.W. Speaker Corporation and Francis & Dolores Mayer, etal. property owners, are requesting approval of an amendment to the 2020 Future Land Use Plan Map and a rezoning application for 39.7 acres located east of Goldendale Road, north of the Neuland Subdivision and south of the WisDOT/Wisconsin & Southern (WSOR) Railroad.

Location: East of Goldendale Road, north of the Neuland Subdivision and south of the WisDOT/Wisconsin & Southern (WSOR) Railroad

Agent/ Property Owner:

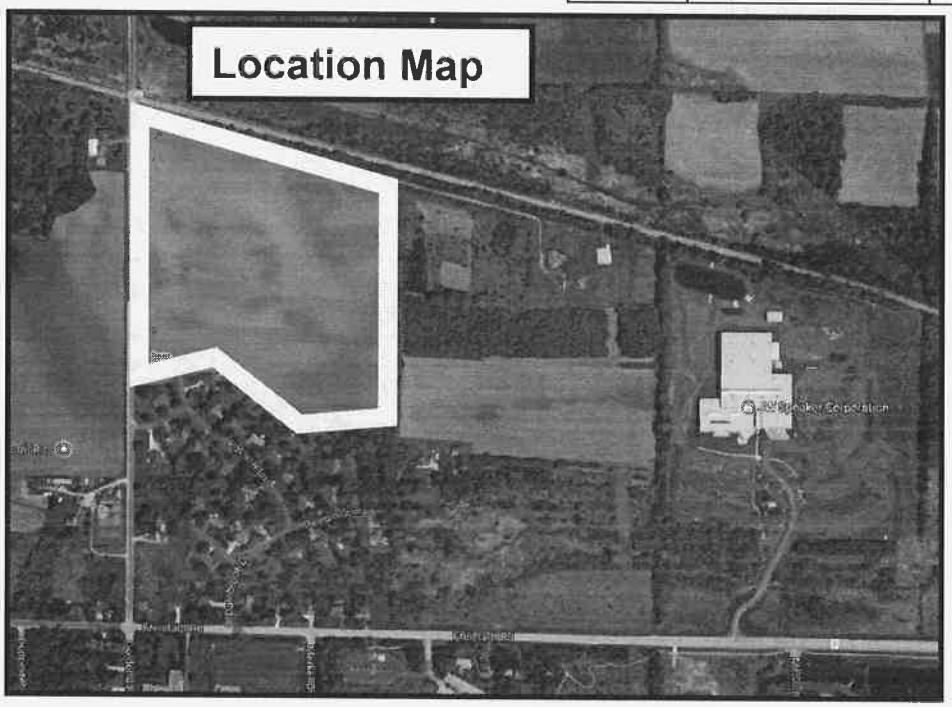
George Lehnerer, CFO
J.W. Speaker Corp
N120 W19434 Freistadt Road
Germantown, WI

Francis & Dolores Mayer, etal.
8700 Boltonville Road
Kewaskum, WI

Current LUP Map: Agricultural/Conservation Residential & Low Density Residential
Proposed LUP Map: Industrial/Office

Current Zoning: A-1: Agricultural
Proposed Zoning: M-1: Limited Industrial

Adjacent Land Uses		Zoning
North	Ag/Residential	A-1/Rs-1
South	Residential	Rs-4
East	Agricultural	A-1
West	Agricultural	A-1



Background

Speaker Properties LLC, agent for J.W. Speaker Corporation and Francis & Dolores Mayer, etal. property owners, are requesting approval of an amendment to the 2020 Future Land Use Plan Map and a rezoning application for 39.7 acres located east of Goldendale Road, north of the Neuland Subdivision and south of the WisDOT-Wisconsin & Southern (WSOR) Railroad.

(NOTE: the 39.7 acre property is owned by a group of people that includes Francis & Dolores Mayer, Michael & Joan Neu, etc. For convenience, this property will be referred to as the "Mayer/Neu" property in this report).

The following 2020 LUP Map amendments are proposed (see Exhibit 1):

1. Change approximately 31.1 acres classified as "Agricultural/Conservation Residential" to "Industrial/Office";
2. Change approximately 8.6 acres classified as "Low Density Residential" to "Industrial/Office"
3. Expand the 2020 Sanitary Sewer Service Area (SSA) boundary to include the 39.7 acre Mayer/Neu property (subject to SEWRPC & MMSD approval)

The following rezoning is proposed:

- Change approximately 39.7 acres from A-1: Agricultural to M-1: Limited Industrial

As indicated in the LUP Amendment application, the J.W. Speaker Corporation is pursuing acquisition of the 39.7-acre "Mayer/Neu" property to add to the recent acquisition of the 47.3 acre "Roskopf" property as part of their plan to expand their existing 51-acre Freistadt Road facility (see Exhibit 2).

As stated in the application, Speaker intends *"...to add another 200+ employees over the next five (5) years that will create capacity constraints in the plant as well as parking and access. The purchase and rezoning of [the Mayer/Neu and Roskopf properties] will allow us to access our facilities from Goldendale Road thereby re-routing much of the traffic away from the Freistadt/Goldendale intersection while not disturbing the wetland area parallel to Freistadt Road and preserving the natural beauty of the wooded area on the property. The wetland area parallel to Freistadt Road currently prohibits us from creating access from Freistadt Road without significant added investment."*

As shown in the Expansion Concept Plan, the proposed expansion includes:

- A new east-west roadway parallel to and north of Freistadt Road linking their existing facility on the east to Goldendale Road to the west;
- Six (6) parcels ranging from 7 to 18 acres in area w/ three parcels to be developed by J.W. Speaker and the other three parcels available for development by other owners but with similar office/light industrial uses (a 12-acre "remnant" parcel between the navigable stream/wetland complex and Freistadt Road will also be created);
- Installation of a minimum 60' wide landscaped buffer area adjacent to the existing Neuland residential subdivision to the south;

Staff Comments

As shown on the current 2020 Land Use Plan (LUP) map, the Mayer/Neu property is the only remaining land located south of the railroad, east of Goldendale Road and north of Freistadt Road that isn't already included in the Village's Sanitary Sewer Service Area (SSA). Further, other than the existing residential area (Neuland Subdivision) to the south, the Mayer/Neu land is the only land in this area not already developed or planned for industrial/office development.

Prior to 2003, the Village's SSA boundary extended as far north as Freistadt Road in this vicinity. As a result of requests from existing businesses located in the Village that were significant contributors to the Village's economic and employment base, the Village expanded the SSA north of Freistadt Road to include this area (except for the Mayer/Neu property). While intended to accommodate foster industrial development and expansion of the Germantown Industrial Park north of Freistadt Road, the primary and short-term purpose for expanding the SSA north of Freistadt Road was to accommodate the pending expansion of Gehl Foods onto land near the Freistadt/Maple Road intersection, and, the F. Dohmen (a pharmaceutical logistics and supply company) onto the land that is now occupied by the Speaker Corporation. When the 2020 LUP map was adopted in 2004, the Villages intent was to accommodate the expansion of the existing Germantown Industrial Park in this area.

At this time, J.W. Speaker is proposing the LUP map amendments summarized above to accommodate essentially the same thing that Gehl Foods and the F. Dohmen Company sought to do back in the early 2000's… to add expand the industrial/office area in this vicinity to accommodate the short and long-term expansion of the Speaker Corporation; another significant contributor to the Village's economic and employment base.

While the expansion of the industrial area north of Freistadt Road to the west to Goldendale Road appears to be logical given the railroad barrier to the north, the obvious concern is the potential impact on the existing Neuland residential area south of the Mayer/Neu property. The Neuland subdivision was originally platted and developed in 1956, a time when the Village of Germantown was still a sleepy little village with an estimated population of less than 500 persons and the major north-south interstate roadway was State Road 175 (Appleton Ave). Not until after the Federal Aid Highway Act of 1956, which authorized the construction of 41,000 miles of federal highways over 1 10-year period including what is now US41 through the Village of Germantown, and into the 1960's did the Village grow in such significant proportions did the notion of land use development and planning become an issue for communities like Germantown to pay attention. Although the Neuland subdivision was not a pre-planned residential area in the sense that it was allowed to develop as a result of a collective and conscious decision by the Village to develop as such and in that location as part of a comprehensive plan for all land uses throughout the Village, it is an area that needs to be considered and protected from potential land use conflicts as the Village continues to grow in and around this area.

As discussed in the J.W. Speaker application, the expansion of industrial development onto the Mayer/Neu property in the manner proposed, will have a positive impact on the area in terms of traffic and environmental impacts. With a large portion of existing and future traffic going through the Freistadt/Goldendale Road intersection on the way to/from the Industrial Park, the new east-west roadway parallel to Freistadt Road will provide relief to such traffic generated by new development in this area. Also, as pointed out by Speaker, there's a significant navigable stream and wetland area that traverse the southern portion of the Roskopf property that will be preserved under the proposed concept plan.

For these reasons, Staff supports the proposed 2020 LUP map amendments, proposed rezoning and the proposed J.W. Speaker and other industrial/office development that will result, provided that adequate protection in the form of building separation/setbacks and landscaped buffer yards are provided away from and along the edge of the existing residential area. While the Speaker Corp Expansion Concept Plan includes a 60' wide landscaped buffer "corridor" along the residential area, the details of what that area includes, e.g. plantings, berms, fencing, needs to be designed and discussed further.

VILLAGE PLANNER RECOMMENDATION:
2020 LUP Map Amendments

APPROVE the proposed 2020 Land Use Plan (LUP) map amendments to change the classification of approximately 39.7 acres as follows:

1. Change approximately 31.1 acres classified as "Agricultural/Conservation Residential" to "Industrial/Office";
2. Change approximately 8.6 acres classified as "Low Density Residential" to "Industrial/Office"
3. Expand the 2020 Sanitary Sewer Service Area (SSA) boundary to include the 39.7 acre Mayer/Neu property (subject to SEWRPC & MMSD approval).

Village Planner Recommendation:

Rezoning

APPROVE the proposed rezoning of approximately 39.7 acres from A-1: Agricultural to M-1: Limited Industrial subject to the following:

1. Adequate protection in the form of building separation/setbacks and landscaped buffer yards are provided away from and along the edge of the existing Neuland Subdivision residential area. An overall landscape/buffer plan and agreement with the Village should be prepared, adopted and implemented apart from and in addition to any specific site development plan for individual parcels proposed for development. Said landscape/buffer plan shall include a minimum 60' wide "corridor" or other width deemed appropriate by the Village located along the residential area with land scaping and other features, e.g. plantings, berms, fencing, deemed necessary to adequately protect the residential area from potential impacts associated with future development of the surrounding lands to the north and east (referred to as the "Mayer/Neu", "Roskopf" and "J.W. Speaker" parcels north of Freistadt Road).

1. ***The number of horses kept on the property on a permanent basis (3 months or longer) shall not exceed a total of three (3) horses.***
2. ***Manure shall be removed on a regular basis and in a reasonable manner or otherwise composted or spread to protect surface and groundwater, minimize the breeding of flies, and to control odors. Manure piles shall be set back a minimum distance of 100' from any lot line or well.***
3. ***Animals shall not be allowed to create excessive odor problems or present a health hazard to surrounding lands.***
4. ***Adequate drainage facilities or improvements shall be provided by the landowner to protect any adjacent land from run-off containing contaminants such as organic wastes.***

MOTION carried unanimously.

Speaker Properties LLC, Agent for Francis & Dolores Mayer, etal, Property Owners – 39.7 acres east of Goldendale Road, north of the Neuland Subdivision and south of the WisDOT/Wisconsin & Southern Railroad. Speaker Properties LLC is requesting approval of an amendment to the 2020 Future Land Use Plan Map and a rezoning application for 39.7 acres to expand their existing 51-acre Freistadt Road facility. Planner Retzlaff summarized the proposal which includes the following amendments:

1. Change approximately 31.1 acres classified as "Agricultural/Conservation Residential" to "Industrial/Office"
2. Change approximately 8.6 acres classified as "Low Density Residential" to "Industrial/Office"
3. Expand the 2020 Sanitary Sewer Service Area (SSA) boundary to include the 39.7 acre Mayer/Neu property (subject to SEWRPC & MMSD approval).
4. Change approximately 39.7 acres from A-1: Agricultural to M-1: Limited Industrial Zoning District

George Lehnerer, J.W. Speaker, explained the properties are for future use by the J.W. Speaker Corporation and there's no plan to sell or create lots at this time.

MOTION Gray second Nilles to Approve the proposed 2020 Land Use Plan (LUP) map amendments to change the classification of approximately 39.7 acres as follows:

1. ***Change approximately 31.1 acres classified as "Agricultural/Conservation Residential" to Industrial/Office";***
2. ***Change approximately 8.6 acres classified as "Low Density Residential" to "Industrial/Office"***
3. ***Expand the 2020 Sanitary Sewer Service Area (SSA) boundary to include the 39.7 acre Mayer/Neu property (subject to SEWRPC & MMSD approval).***

Mark Russell, W200 N12526 Meadow Brook Court, Matt Kimmler, N125 W20314 Isabelle Farms Drive and Mike Purtell, N120 W20169 Dalebrook Drive, spoke against the proposal. They want the area to remain rural and agricultural as the 2020 Land Use Plan shows. Jamie Speaker said he is well aware of the residents that are near his facility and he intends to preserve the natural setting that exists there. This property provides the company the opportunity to expand and stay in Germantown. Chairman Wolter explained J.W. Speaker is expanding their industrial area by creating a campus. Sewer and water is proposed to be expanded up Goldendale Road and will be paid for by the TIF district. Neuland subdivision is not part of the sewer expansion. However, Trustee Zabel has asked for an assessment to be looked as a comparison to the TIF and it may be included at that point.

Commissioner Laszewski said he understands the residents concern with such an extreme change from the Land Use Plan to Industrial/Office buffered by a 60 foot wall of trees. Commissioner Gray said it's not reasonable for the land to stay as agricultural and not be developed and sold to become something else. Chairman Wolter commented when Speaker first came forward, there was a concern with the neighboring subdivisions. But there was also a business looking to invest 28 to 50 million dollars within our community. He said we needed to see how it could be done in a strategic way to protect the homeowners to the south and the north but also help to grow a business that's been successful in Germantown and will bring 200 more jobs to the area. And by extending sewer and water and making an investment of 2 million dollars for something that will return back in less than 10 years and come back to the tax rolls and help move utilities toward Holy Hill Road as a first step process, needs to be considered.

MOTION carried unanimously.

MOTION Laszewski second Gray to Approve the proposed rezoning of approximately 39.7 acres from A-1: Agricultural to M-1: Limited Industrial subject to the following:

1. ***Adequate protection in the form of building separation/setbacks and landscaped buffer yards are provided away from and along the edge of the existing Neuland Subdivision residential area. An overall landscape/buffer plan and agreement with the Village should be prepared, adopted and implemented apart from and in addition to any specific site development plan for individual parcels proposed for development. Said landscape/buffer plan shall include a minimum 60' wide "corridor" or other width deemed appropriate by the Village located along the residential area with landscaping and other features, e.g. plantings, berms, fencing, deemed necessary to adequately protect the residential area from potential impacts associated with future development of the surrounding lands to the north and east (referred to as the "Mayer/Neu", "Roskopf" and "J.W. Speaker" parcels north of Freistadt Road).***

Planner Retzlaff said if there's a concern that a 60 foot wide buffer isn't a good starting point, then a recommendation from Plan Commission would be in order. He explained the condition is in the motion as a requirement to look into a buffer apart from development of the lots and installed immediately before any development occurs so it is well established. Discussion followed with Planner Retzlaff explaining which areas will be rezoned and what will remain undeveloped and agricultural. The proximity of development is much closer to the Neuland Subdivision and is where he feels the buffer should be located.

Motion to amend Laszewski to change the buffer from 60 feet to 100 feet on the south side. Motion fails for lack of a second.

Discussion continued on the size of the buffer, if it's appropriate and what it will include. Commissioner Laszewski said given the change from residential to industrial, some horizontal space is needed and 60 feet is not enough separation. His vision would include 100 feet of a barrier or berm with some evergreens or deciduous trees, prairie grass and a mix of things. Commissioner Gray said the plan would need to come back to us for review and feels 100 feet of plantings requires a lot of maintenance. She would rather leave the 60 foot buffer for now and when a building comes in for review, the plan may need to be supplemented at that time. Paul Rushing, Kubala Washatcko Architects, suggested the Commission view various locations along the Division Road corridor where

PLANNED DEVELOPMENT DISTRICT (PDD) REZONING APPLICATION

12/11/17 Plan Commission Meeting

Speaker Properties LLC / Francis & Dolores Mayer

Village Planner Report **Germantown, Wisconsin**

Summary

Speaker Properties LLC, property owner, is requesting approval of a rezoning application to create an M-1: Limited Industrial Planned Development District (M-1/PDD) for a 144-acre area located east of Goldendale Road, north of Freistadt Road and the Neuland Subdivision and south of the Wisconsin & Southern (WSOR) Railroad.

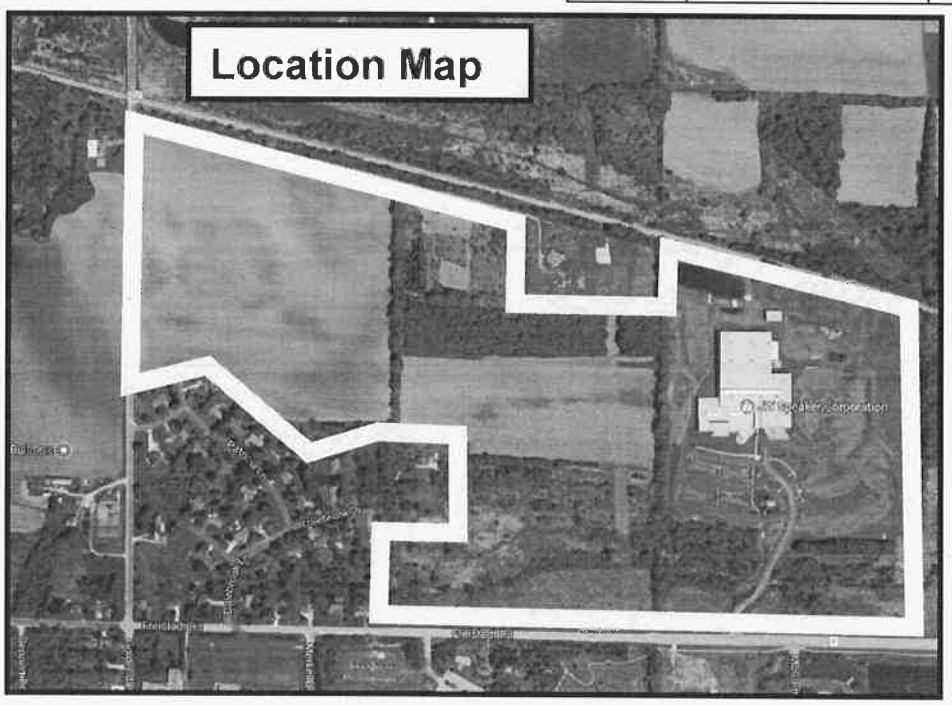
Location: East of Goldendale Road, north of the Neuland Subdivision and south of the Wisconsin & Southern (WSOR) Railroad

Agent/ Property Owner: George Lehnerer, CFO, J.W. Speaker Corp
N120 W19434 Freistadt Road
Germantown, WI

Current LUP Map: Agricultural/Conservation Residential & Low Density Residential
Proposed LUP Map: Industrial/Office

Current Zoning: A-1: Agricultural
Proposed Zoning: M-1/PDD

Adjacent Land Uses		Zoning
North	Ag/Residential	A-1/Rs-1
South	Residential	Rs-4
East	Agricultural	A-1
West	Agricultural	A-1



Background

On October 9, the Plan Commission considered and recommended approval of a series of 2020 Land Use Plan amendments and a proposed rezoning in support of the Speaker Corporation's plan to expand their Freistadt Road campus. On October 16, the Village Board denied the rezoning proposal to change the zoning of the 39.7-acre "Mayer/Neu" property from A-1: Agricultural to M-1: Limited Industrial and tabled action on the 2020 Land Use Plan amendments.

Leading up to the October 16 VB meeting, the Village received a protest petition from several nearby property owners that, as provided for under Wis. Stats. and the Village Zoning Code, triggered a "super majority" requirement to pass the proposed rezoning (7 out of 9 votes required). During the public hearing held during that meeting, the VB received numerous comments and concerns expressed by nearby property owners and residents.

NOTE #1: the 39.7 acre property formerly owned by a group of individuals that included Francis & Dolores Mayer, Michael & Joan Neu, etc., has been acquired by Speaker Properties LLC. For consistency purposes, this property will continue to be referred to as the "Mayer/Neu" property in this report. The same is true for the 47.3-acre "Roskopf" property.

Proposal

At this time, and in response to the concerns raised by the public and Village Board on October 16, the Speaker Corporation is requesting approval of a different rezoning application to create an M-1: Limited Industrial Planned Development District (M-1/PDD) for all 144 acres of land Speaker owns/is acquiring east of Goldendale Road, north of Freistadt Road and the Neuland Subdivision and south of the Wisconsin & Southern (WSOR) Railroad.

Speaker states in their application letter dated November 3… *"unlike the original rezoning application, we understand that the creation of a PDD for these properties would enable J.W. Speaker and the Village to tailor-make a unique zoning district that could allow development of the low-density, rural campus of office and light assembly buildings that would be developed. We understand that the PDD can contain certain restrictions on land uses and other safeguards to address concerns brought up at the October 16 Village Board meeting".*

As shown on the proposed PDD General Development Plan dated December 11, 2017 and explained in the application letter, future development within the SC-PDD is expected to occur in the following phases:

Phase 1: Site Improvements (2018)

- Construct/install 40' east-west access roadway, water & sanitary sewer facilities from Goldendale Road to the existing J.W. Speaker facility parking lot (partial re-configure existing facility parking lot);
- Install 50'-75' wide landscape buffer & undulating earth forms (berms) along north perimeter of the Mayer/Neu property and along the south side of the access roadway;
- Construct/install storm water management facilities;

Phase 1: Facility/Building Improvements (2018-19)

- Surface Mount Technology (SMT) Building
  - Location: Lot 3
  - Size/Area: 35,000 sqft
  - Uses: Offices & Circuit Board Assembly

- Product Design Center
  - Location: Lot 2
  - Size/Area: 40,000 sqft
  - Uses: Offices, Research & Development

Phase 2: Facility/Building Improvements (2019-2020)

- Conference/Retreat Center
  - Location: Lot 2
  - Size/Area: 4,000 sqft
  - Uses: Offices & Conference Facilities

Phase 3: Facility/Building improvements (2020-2022)

- Freistadt Facility Expansion
  - Location: Existing Site/Facility
  - Size/Area: 70-90,000 sqft
  - Uses: Offices, Light Assembly, Molding & Storage/Shipping

Phase 4: Future

Lot 1 ("Mayer/Neu" property) will remain undeveloped and continue to be rented for cash cropping until development is expected after 2024 (except for the perimeter buffering and infrastructure improvements to be installed through this area in Phase 1).

Notable differences between the original campus expansion plan (dated September 29) and the current plan General Development Plan (dated December 11) include:

1. Relocation of the access roadway/intersection to Goldendale Road further south;
2. Addition of landscaping buffer area along north perimeter of Mayer/Neu property (comprised of undulating earth berms and tree planting);
3. Relocation of the landscaping buffer area from adjacent to the Neuland subdivision to south of the access roadway (to provide a more open view of the open space and accommodate the creation of native prairie grasses and wildflowers);
4. Designation of "outlots" to four (4) areas within the PDD area to be left undeveloped (the most significant being the area immediately north of and adjacent to the Neuland Subdivision);
5. Commitment by Speaker Corp to NOT divide "Mayer/Neu" property (Lot 1) into separate parcels for other industrial development

Staff Comments

Public comments received by the Village Board during the October 16 public hearing of the two rezoning requests indicated that nearby residents have concerns about the potential impact of future development of this land on their neighboring properties and overall rural character and quality of life.

To address these concerns, as well as make clear their commitment to developing the land themselves and in a manner that is sensitive to the surrounding area, Speaker revised their initial rezoning proposal to include the creation of a special M-1/PDD zoning district that would be unique to the three (3) properties that comprise the overall campus. If approved by the Village Board, the Speaker PDD will affect all future development within the PDD boundary.

To help the Village develop the specific land use restrictions and other requirements that will regulate development such as building setbacks, lighting, buffering and landscaping requirements, the Village held an "informational meeting" on November 27 with the expressed purpose:

- to give J.W. Speaker officials an opportunity to discuss their existing operation and campus expansion plan directly with the public;
- to give the public an opportunity to ask questions and share their thoughts, ideas and concerns regarding the campus expansion plan; and
- to enable the Village Board, Plan Commission and staff to hear the public's thoughts, ideas and concerns first-hand as they consider the process of creating this special PDD zoning district and the list of specific requirements, allowances, restrictions and conditions that will ultimately guide future development within the PDD if approved by the Village Board.

Village staff has worked with Speaker Corp representatives to develop a set of "conditions and restrictions" that are intended to accommodate future development of the area consistent with Speaker's campus expansion plan while also minimizing potential negative impacts from future development within the Speaker PDD.

A draft "Conditions & Restrictions" resolution is attached that would establish the basic regulations that would govern development within the Speaker PPD. Rather than repeat here all of those recommended conditions & restrictions, I direct your attention to the attached draft document.

Staff supports the proposed M-1/PDD rezoning and draft resolution containing the conditions & restrictions that will form the basic set of regulations for development within the PDD.

NOTE: No further action by the Plan Commission is required on the 2020 Land Use Plan amendments previously reviewed and recommended for approval by the PC; the plan amendments are re-scheduled for consideration by the VB on December 18.

Village Planner Recommendation:

PDD Rezoning

APPROVE the proposed rezoning of approximately 144 acres from A-1: Agricultural (39.7-ac Mayer/Neu property) and M-1: Limited Industrial (47.4-ac Roskopf and 57-ac Phylmac LLC properties) into the M-1:Limited Industrial Planned Development District (M-1/PDD) subject to the following:

1. The draft conditions & restrictions resolution dated December 11, 2017, shall constitute the specific conditions and restrictions for the PDD;
2. the General Development Plan (GDP) dated December 11, 2017, shall constitute the General Development Plan required under Section 17.27 of the Zoning Code.

PLAN COMMISSION MINUTES
December 11, 2017

CALL TO ORDER: Chairman Wolter called the meeting to order at 6:30 p.m.

ROLL CALL: Chairman Dean Wolter, Trustee Rep David Baum, Commissioners Bob Williams, Peter Nilles, Tony Laszewski, Bill Shadid and Mary Ellen Gray were present. Also present were Community Development Director/Village Planner Jeff Retzlaff and Planning Assistant Lori Johnson.

PUBLIC INPUT: Bruce Bernarde, N120 W14645 Freistadt Road, spoke regarding the Top Leaf Development proposal. He was concerned with water runoff.

APPROVAL OF MINUTES: ***MOTION Baum second Gray to Approve the Minutes from November 13, 2017 and November 29, 2017.***

MOTION carried unanimously.

Saxony Village – N115 W16200 Main Street. Scott Bence, property owner, is seeking approval to relocate a previously approved monument sign for the multi-family Saxony Village apartment community. Planner Retzlaff summarized the proposal.

MOTION Baum second Laszewski to Approve the revised monument sign location near the Hilbert Lane entrance for the Saxony Village community located at N115 W16200 Main Street as proposed.

MOTION carried unanimously.

J.W. Speaker Corporation – N120 W19434 Freistadt Road and 144 acres of land east of Goldendale Road and North of Freistadt Road. Request for approval of a rezoning application to create an M-1: Limited Industrial Planned Development District. Planner Retzlaff summarized the proposal.

MOTION Baum second Shadid to Approve the proposed rezoning of approximately 144 acres from A-1: Agricultural (39.7-ac Mayer/Neu property) and M-1: Limited Industrial (47.4-ac Roskopf and 57-ac Phylmac LLC properties) into the M-1: Limited Industrial Planned Development District (M-1/PDD) subject to the following:

1. ***The draft conditions & restrictions resolution dated December 11, 2017, shall constitute the specific conditions and restrictions for the PDD;***
2. ***The General Development Plan (GDP) dated December 11, 2017, shall constitute the General Development Plan required under Section 17.27 of the Zoning Code.***

MOTION to Amend Baum second Shadid that the auxiliary power generator only be run for exercise purposes between the hours of 9:00 a.m. and 5:00 p.m. and only be operated for functionality when there is a power outage.

MOTION to Amend carried unanimously.

MOTION to Amend Baum second Shadid that the development of the road and storm water management come before the Plan Commission for review.

Chairman Wolter said the motion is for ensuring the public to view and that the residents' concerns with water issues are addressed.

MOTION to Amend carried unanimously.

Trustee Baum said he heard a lot of complaints regarding light pollution, but knows the proposal has dark sky requirements. Planner Retzlaff confirmed section 7 (h) requires exterior lighting shall utilize dark sky compliant technology and be consistent with the Village's outside lighting guidelines and addresses all future development. Trustee Baum said he had visited the site and stated there was no light that comes within 200 yards or that crossed the property line. He is sensitive to the resident's concerns, but he's not sure what to do because it is not a trespassing light issue, its simply seeing the lights that's the issue. He said this issue will be discussed when site plans are reviewed.

Discussion continued regarding 7(e) screening mechanical equipment.

MOTION to Amend Baum second Shadid that rooftop units shall be screened from adjacent roadways including Isabelle Farms Drive, Meadow Brook Court and Prairie Ridge Court.

Trustee Baum said he wants to clarify that screening from view is required from the roadway and not from a second story or deck. The screening would be required to go around the sides of the units and not the top.

MOTION to Amend carried (4-3 Gray, Laszewski, Williams).

Trustee Baum had a concern with Section 7(a)(vii) regarding the maximum lot coverage allowance of 80 percent of impervious area. He said if we're promising a park like setting, limiting 50 percent impervious area shouldn't be a problem.

MOTION to Amend Baum second Shadid to change Section 7(a)(vii) Lot Coverage (maximum) to 65 percent impervious area.

Planner Retzlaff said 80 percent is the standard allowance in the M-1 District. He explained it would be applied by lot or separate parcels. If lot 1 is created as a separate parcel and a building comes for development, 80 percent coverage would be applied to lot 1. If the entire PDD becomes 1 parcel, and the individual lines are eliminated, the 80 percent coverage would be applied to the entire PDD area.

Chairman Wolter stated the amendment is looking to restrict what the M-1 Zoning District allows and is too restrictive. Commissioner Gray agreed. Mr. Speaker explained 50 percent coverage is fine with the 144 total acres but if the property is divided up it could be overly restrictive with the smaller lots. He said it's not his intention to divide up the property, but if he did, it would be a concern. Trustee Baum said the neighbors have been promised a certain aesthetic for this park. Mr. Speaker said additional green space was added as a compromise, making building space more restrictive and 50 percent lot coverage makes the building space even more restrictive. He could accept 70 or 65

percent but 50 percent is too restrictive. Trustee Baum said he would change the motion to 65 percent, the second agreed with the change.

MOTION to Amend Fails (3-4 Williams, Laszewski, Gray, Wolter).
Discussion continued.

MOTION to Amend Baum second Shadid to change Section 7(a)(vii) to 50 percent impervious area maximum across the entire 144 acres and 70 percent coverage of a single lot.

MOTION to Amend carried (5-2 Williams, Gray).

Trustee Baum commented that the neighbors want to be continually involved. He said the buildings, roadway and civil work all need to come back to the Plan Commission for review which will give the residents plenty of opportunities to get involved.

Commissioner Laszewski was concerned with 3 (a)(iv) Warehouse and Distribution Facilities listed as Principal Uses. He said those uses are somewhat incompatible to a corporate park setting and was concerned Phase 4 could include a mini Amazon or Target doesn't go along with this project. He asked if there was any intent to do warehousing which will create traffic. Mr. Speaker explained the company already does warehousing and distribution today, but they are not an Amazon. He said it's not the sole part of the business, but he can't eliminate it either. Discussion continued. Chairman Wolter said the uses are not specific to a building type but what Speaker Corp. currently does and is all encompassing. Commissioner Laszewski stated he was looking down the road for what a new business would be allowed with the language.

MOTION to Amend Baum second Laszewski to change 3 (a)(iv) to warehouse and distribution facilities ancillary to the primary function.

Chairman Wolter was hesitant with the language because the Whitney Drive facility currently does some distribution. Mr. Speaker said both facilities do distribution and could vary from time to time but it is important to the business. Discussion continued. Chairman Wolter explained the use needs to be in addition to the Speaker Corporation in its daily operation and cannot be a separate large warehouse and distribution facility.

MOTION to Amend carried (5-2 Williams, Gray)

MOTION to Approve as Amended carried unanimously.

ANNOUNCEMENTS: None

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:58 p.m.

Respectfully submitted,

Lori Johnson
Planning Assistant

Village of Germantown ...Willkommen

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

November 17, 2017

RE: J.W. Speaker Corporation Campus Expansion Informational Meeting

Resident/Property Owner:

The purpose of this letter is to inform you that there will an information meeting held at the Germantown Village Hall on Monday, November 27 @6:30 p.m. regarding the J.W. Speaker Corporation campus expansion.

As you may be aware, Speaker is acquiring land adjacent to and west of their existing Freistadt Road facility and headquarters for purposes of expanding their operations.

(NOTE: A copy of the latest conceptual plan showing a proposed layout of the planned buildings, access road and other features of the J.W. Speaker campus expansion plan is enclosed).

On October 16, the Village Board *denied* a rezoning request (A-1: Agricultural to M-1: Limited Industrial) by Speaker to rezone 39 acres of land Speaker is acquiring adjacent o Goldendale Road (referred to as the "Mayer/Neu Property"). A separate request to rezone 47 acres of land (referred to as the "Roskopf Property") also from A-1: Agricultural to M-1: Limited Industrial was *approved.*

Public comments received by the Village Board during the October 16 public hearing of the two rezoning requests indicated that nearby residents have concerns about the potential impact of future development of this land on their neighboring properties and overall rural character and quality of life.

To address these concerns, as well as make clear their commitment to developing the land themselves and in a manner that is sensitive to the surrounding area, Speaker has revised their proposal to include the creation of a special zoning district unique to the three (3) properties that comprise the overall campus. If approved by the Village Board, this "Planned Development District" (PDD) will contain restrictions on the types of land uses that can develop on the land, and more stringent requirements for building setbacks, buffering and landscaping, lighting and other development features to minimize potential negative impacts from future development within the Speaker PDD.

The reasons for holding a special informational meeting on November 27 are as follows:

1. to give J.W. Speaker officials an opportunity to discuss their existing operation and campus expansion plan directly with the public;
2. to give the public an opportunity to ask questions and share their thoughts, ideas and concerns regarding the campus expansion plan; and
3. to enable the Village Board, Plan Commission and staff to hear the public's thoughts, ideas and concerns first-hand as they consider the process of creating this special PDD zoning district and the list of specific requirements, allowances, restrictions and conditions that will ultimately guide future development within the PDD if approved by the Village Board.

In addition to the informational meeting on November 27, the following meetings are scheduled regarding the Speaker campus development plan:

- Wednesday, November 29, 2017 at the Germantown Village Hall at 5:30 & 6:30 p.m.
  - a meeting of the Village's Joint Review Board (JRB) to be held at 5:30 p.m. regarding the creation of a Tax Increment District (proposed TID#7) that would include the Speaker Corp campus development;
  - followed by a meeting of the Plan Commission at 6:30 p.m. and public hearing of the proposed TID#7 Project Plan and boundaries;

- Monday, December 11, 2017 at the Germantown Village Hall at 6:30 p.m.
  - A meeting of the Plan Commission (regular monthly meeting) that will include the formal presentation of and action on creation of the proposed Speaker Corp. Planned Development District (PDD);

- Monday, December 18, 2017 at the Germantown Village Hall at 7:00 p.m.
  - A meeting of the Village Board (regular meeting) that will include the formal presentation of and final action on creation of the proposed Speaker Corp. Planned Development District (PDD), and, presentation of and action on proposed amendments to the Village's 2020 Land Use Plan map (tabled from the October 16 Village Board meeting);

Respectfully,

Jeffrey W. Retzlaff, AICP
Director, Community Development Department
Village Planner & Zoning Administrator

Enclosures

Village of Germantown
Willkommen

FEES MUST BE PAID AT TIME OF APPLICATION

- ☐ $200 Plan Commission Consultation
- ☒ $1,085 Rezoning
- ☐ $1,240 PDD < 5 acres
- ☐ $2,095 PDD 5-20 acre site
- ☐ $3,460 PDD > 20 acre site

Date Paid: 9-5-17 Received by: [illegible]

REZONING & PDD APPLICATION

Pursuant to Section 17.51 of the Municipal Code

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

1 APPLICANT OR AGENT

Speaker Properties LLC c/o
J.W. Speaker Corp; George Lehnerer, CFO
N120 W19434 Freistadt Road
Germantown, WI 53022
Phone (262) 532-2101
Fax (262) 532-2121
E-Mail lehnererg@jwspeaker.com

PROPERTY OWNER

Francis Mayer & Dolores Mayer Etal
8700 Boltonville Road
Kewaskum, WI 53040-9722
Phone ( )

2 PROPERTY ADDRESS OR GENERAL LOCATION **TAX KEY NUMBER**

Tax Key #173-992 & #173-993 (Mayer/Neu Property)
Tax Key #173-987 (former Roskopf Property)
Tax Key #174-985 (Phylmack LLC Property; existing J.W. Speaker Corp)

3 REZONING REQUEST

A-1: Agricultural & M-1: Limited Industrial
to
M-1/PDD: Limited Industrial w/ a Planned Development District (PDD) Overlay

4 METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

See attached

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VILLAGE OF GERMANTOWN

5

PURPOSE OF REZONING REQUEST

Briefly describe why the applicant is rezoning the property. Include a description of the proposed use, including any new construction and number of employees, if applicable.

See attached

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6 SUPPORTING DOCUMENTATION:

- ☐ Plat of Survey (1:100)
- ☐ Site Plan and elevations for new construction (can be conceptual)
- ☐ _____
- ☐ _____

7 READ AND INITIAL THE FOLLOWING:

JES I understand that the Village is under no obligation to rezone property and that density and lot coverages provided in the Zoning Code are maximums. Actual build out will depend on myriad factors including topography and other natural conditions, surrounding neighborhood context and the detailed design of a project.

JES I understand that Village Staff, Plan Commission and/or Village Board may request additional information to properly evaluate this request and failure to provide such information may in itself by sufficient cause to deny the petition.

JES I am aware that this rezoning shall go into effect immediately upon the final approval of the Village Board and its execution of the rezoning ordinance

8 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Applicant 11-2-17 Date

DocuSigned by: Francis Mayer 11/3/2017
C33F1B20EF721490...
Owner Date

J.W. SPEAKER CORPORATION
M-1/PDD: LIMITED INDUSTRIAL PLANNED DEVELOPMENT DISTRICT (PDD)

The following properties comprise the M-1/PDD: Limited Industrial Planned Development Zoning District (PDD) proposed by the J.W. Speaker Corporation:

Tax Key #173-992 and Tax Key #173-993; "Mayer/Neu" Property)
Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows:
Commencing at the Northwest corner of said 1/4 Section; thence South 01°14'33" East along the West line of said 1/4 of said Section 123.85 feet to the South line of the Wisconsin & Southern Railroad lands and the point of beginning of the lands hereinafter described; thence: South 77°11'31" East along said South line 1343.65 feet to a point; thence South 01°17'44" East along the West line of Lot 1 of Certified Survey Map No 6215 a distance of 1283.76 feet to a point; thence South 75°00'27" West along the North line the of Neuland Subdivision 403.42 feet to a point, thence North 43°39'33" West along said North line 180.00 feet to a point; thence North 54°19'33" West along said North line 380.00 feet to a point; thence North 38°28'33" West along said North line 49.79 feet to a point; thence South 87°00'27" West along said North line 250.00 feet to a point; thence South 14°59'33" East along said North line 40.00 feet to a point; thence South 82°45'51" West along said North line 218.24 feet to a point on the West line of SW 1/4, Section 17; thence North 01°14'33" West along said West line 1374.37 feet to the point of beginning.
Along with Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, described as follows:
Commencing at the Southwest corner of said 1/4 Section; thence North 89°53'45" East along the South line of said 1/4 of said Section 1301.98 feet to the point of beginning of the lands hereinafter described; thence North 01°04'33" West 217.16 feet to a point; thence South 89°57'33" West 3.57 feet to the Southeast corner of Lot 6, Block 1 of Neuland Subdivision; thence North 01°02'33" West along the East line of said Lot 392.27 feet to a point on the south line of Dalebrook Drive; thence North 88°57'27" East along said south line 5.05 feet to a point; thence South 01°17'44" East along the West line of Lot 1 of Certified Survey Map No. 6215 a distance of 549.55 feet to a point on aforesaid South line; thence South 89°53'45" West along said South line 3.78 feet to the point of beginning. Said lands containing 39.74 acres more or less.

Lot 1 of CSM #6702 (Tax Key #173-987; formerly the "Roskopf" Property)
Lot 1 of Certified Survey Map #6702 as recorded in Volume 51 on Page 221 of Certified Survey Maps of Washington County, Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. Said lands containing 47.43 acres more or less.

Lot 2 of CSM #6702 (Tax Key #174-985; "Phylmack" Property)
Lot 2 of Certified Survey Map #6702 as recorded in Volume 51 on Page 221 of Certified Survey Maps of Washington County, Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. Said lands containing 57.08 acres more or less.

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J.W. SPEAKER
Engineered. Lighting. Solutions.

N120 W19434 Freistadt Road
Germantown, WI 53022 USA
www.jwspeaker.com
262.251.6660

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November 3, 2017

Jeffrey W. Retzlaff, Community Development Director, Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

RE: Planned Development District (PDD) Rezoning Application & General Development Plan (GDP)

Mr. Retzlaff:

In light of the discussion and action by the Village Board on October 9 regarding our rezoning application for the Mayer/Neu property on Goldendale Road, as well as, the issues and concerns brought up by nearby residents during the public hearing that night, J.W. Speaker is submitting a new rezoning application for the purpose of creating a Planned Development District (PDD) for the properties shown in the attached General Development Plan, including the existing Speaker property, the Roskopf property and the Mayer/Neu property. Unlike the original rezoning application, we understand that the creation of a PDD for these properties would enable J.W. Speaker and the Village to tailor-make a unique zoning district that could allow development of the low-density, rural campus of office and light assembly buildings that would be developed. We understand that the PDD can contain certain restrictions on land uses and other safeguards to address concerns brought up at the October 9 Village Board meeting.

J.W. Speaker seeks to purchase the Roskopf and Mayer/Neu properties and rezone them along with our existing Freistadt Road property to facilitate the development and expansion of our business that is currently constrained within our existing facilities. The purchase of and ability to develop both of these properties will allow for future growth in sales and employment for our operation and provide improved accessibility to and from our facilities. J.W. Speaker plans to add another 200+ employees over the next five years which will create capacity constraints in the Freistadt Road production facility as well as parking. The purchase, rezoning and development of these properties as generally presented in the attached plan will allow us to access our facilities directly from Goldendale Road thereby re-routing much of the traffic away from the Fresistadt @ Goldendale Road intersection. The construction of this road will also benefit the area by not disturbing the stream and wetland area north of Freistadt Road along with our intent to preserve the overall natural beauty of the existing wooded areas and environmental corridor on the property. The stream and extensive wetland area around it currently prohibit us from creating an access from Freistadt Road without also creating significant environmental impacts and added investment.

J.W. SPEAKER
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Germantown, WI 53022 USA
www.jwspeaker.com
262.251.6660

As shown in the General Development Plan (GDP), development of the properties is expected to occur in the following sequence and phases and include the following building facilities and uses:

Phase 1: Site Improvements (2018)

- Construct/install 40' east-west access roadway, water & sanitary sewer facilities from Goldendale Road to the existing J.W. Speaker facility parking lot (partial re-configure existing facility parking lot);
- Install 50'-75' wide landscape buffer & undulating earth forms (berms) along north and south perimeter of Mayer/Neu property;
- Construct/install storm water management facilities;
- Location: Across "Mayer/Neu" and "Roskopf" properties to existing Freistadt Road Facility

Phase 1: Facility/Building Improvements (2018-19)

- Surface Mount Technology (SMT) Building
  - Location: "Roskopf" property
  - Size/Area: 35,000 sqft
  - Land Use: Offices & Circuit Board Assembly (near "clean room" type conditions)
  - Employee Capacity: 55-60 (approximately)

- Product Design Center
  - Location: "Roskopf" property
  - Size/Area: 40,000 sqft
  - Land Use: Offices, Research & Development area w/ 3-D printing, low-volume product set-up & testing lab
  - Employee Capacity: 120-150 (approximately)

Phase 2: Facility/Building Improvements (2019-2020)

- Conference/Retreat Center
  - Location: "Roskopf" property
  - Size/Area: 4,000 sqft
  - Land Use: Offices & Conference Facilities
  - Employee Capacity: 20-25 (approximately)

Phase 3: Facility/Building improvements (2020-2022)

- Freistadt Facility Expansion
  - Location: Existing Freistadt Road Facility
  - Size/Area: 70-90,000 sqft
  - Land Use: Offices, Light Assembly, Molding & Storage/Shipping
  - Employee Capacity: 250-300 (approximately)

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262.251.6660

Future Phase

Development of the Mayer/Neu property with other J.W. Speaker facilities is not expected to occur until 2020 or beyond. Until then, this area will remain undeveloped and likely rented out for cash crop-type farming as has been done in the recent past (except for the perimeter buffering and infrastructure improvements to be installed through this area in Phase 1). When it occurs, development of this area will complement the overall rural, "campus" like character of the development to the east and be comprised of the same low-density buildings and similar office & light industrial/assembly-type uses as the other J.W. Speaker buildings. More importantly, future development of this areas will be regulated by the same PDD conditions and restrictions as the other areas within the PDD.

It is our understanding that J.W. Speaker representatives will work cooperatively with the Village Board, Plan Commission and Village staff to develop the specific set of zoning allowances and restrictions that will permit land use and development within the PDD zoning district as the review process proceeds.

Sincerely,

James E. Speaker
Co-President

DRIVEN.
TO SEE MORE.

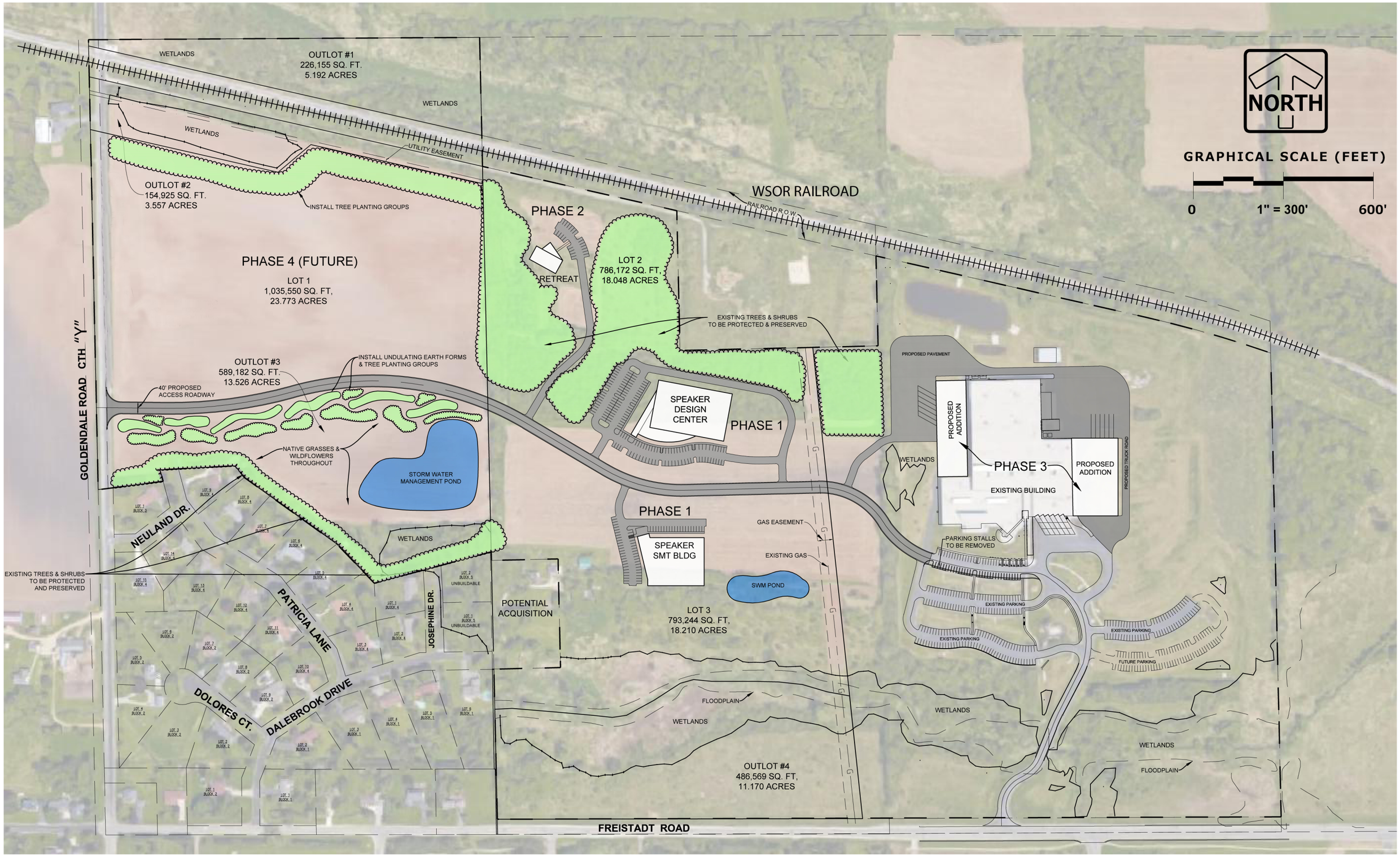

EXHIBIT 'B' VILLAGE OF GERMANTOWN, WI DEC 11, 2017

JW SPEAKER PDD GENERAL DEVELOPMENT PLAN (GDP)

ORDINANCE NO. 18-17

AN ORDINANCE TO AMEND THE LAND USE PLAN MAP OF THE VILLAGE OF GERMANTOWN 2020 "SMART GROWTH" COMPREHENSIVE PLAN

Speaker Properties LLC (Goldendale Road north of Freistadt Road)

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

SECTION 1. That pursuant to Sections 60.22(3), 62.23(2) and (3), and 66.1001(4)(c), Wisconsin Statutes, the Village Board of the Village of Germantown did, on October 4, 2004, enact Ordinance No. 30-04 formally adopting the "Village of Germantown Year 2020 Smart Growth Plan" to guide the use of land and future development in the Village;

SECTION 2. That pursuant to the consistency requirement of the comprehensive planning requirements established in Sections 66.1001(1)(a) and 66.1001(2), Wisconsin Statutes, the "Village of Germantown Year 2020 Smart Growth Plan" contains specific policies that require development proposals and decisions regarding rezoning and subdivision to be consistent with the Land Use element of the Plan;

SECTION 3. That Speaker Properties LLC, agent for the property owners, Francis & Dolores Mayer, etal., and the J.W. Speaker Corporation, has submitted an application to amend the Land Use Plan map of the Village of Germantown Year 2020 Smart Growth Plan for approximately 39.7 acres of land located in the northeast quadrant of the Goldendale Road @ Freistadt Road intersection (Tax Parcels #172-992 & 173-993) by changing the land use classification from "Agricultural/Conservation Residential" and "Low Density Residential" to "Industrial/Office", and, to include said property in the 2020 Sanitary Sewer Service Area Boundary as a prerequisite for an application to rezone the property from the A-1: Agricultural District to the M-1/PDD: Limited Industrial/ Planned Development District;

SECTION 4. That the Village Board conducted public hearings of the application on October 16 and December 18, 2017 following publication and notification of said hearing and receipt of a recommendation from the Plan Commission made on October 9, 2017;

SECTION 5. That, after consideration of the application, supporting documentation, Plan Commission recommendation and public hearing testimony received, the Village Board does by enactment of this ordinance formally change the land use classification of the following described property from "Agricultural/Conservation Residential" and "Low Density Residential" to "Industrial/Office", and, to include said property in the 2020 Sanitary Sewer Service Area Boundary (that portion that is not already located within the 2020 SSA Boundary):

Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

DRAFT

Commencing at the Northwest corner of said 1/4 Section; thence South 01°14’33” East along the West line of said 1/4 of said Section 123.85 feet to the South line of the Wisconsin & Southern Railroad lands and the point of beginning of the lands hereinafter described; thence: South 77°11’31” East along said South line 1343.65 feet to a point; thence South 01°17'44” East along the West line of Lot 1 of Certified Survey Map No 6215 a distance of 1283.76 feet to a point; thence South 75°00'27" West along the North line the of Neuland Subdivision 403.42 feet to a point, thence North 43°39'33" West along said North line 180.00 feet to a point; thence North 54°19’33” West along said North line 380.00 feet to a point; thence North 38°28’33” West along said North line 49.79 feet to a point; thence South 87°00'27" West along said North line 250.00 feet to a point; thence South 14°59’33" East along said North line 40.00 feet to a point; thence South 82°45’51" West along said North line 218.24 feet to a point on the West line of SW 1/4, Section 17; thence North 01°14’33" West along said West line 1374.37 feet to the point of beginning.

Along with Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows:
Commencing at the Southwest corner of said 1/4 Section; thence North 89°53’45" East along the South line of said 1/4 of said Section 1301.98 feet to the point of beginning of the lands hereinafter described; thence North 01°04'33" West 217.16 feet to a point; thence South 89°57’33" West 3.57 feet to the Southeast corner of Lot 6, Block 1 of Neuland Subdivision; thence North 01°02’33” West along the East line of said Lot 392.27 feet to a point on the south line of Dalebrook Drive; thence North 88°57’27” East along said south line 5.05 feet to a point; thence South 01°17’44” East along the West line of Lot 1 of Certified Survey Map No. 6215 a distance of 549.55 feet to a point on aforesaid South line; thence South 89°53’45” West along said South line 3.78 feet to the point of beginning. Tax Key No. GTNV 173-992 & 173-993

SECTION 6. This ordinance shall take effect and be in full force the day after its passage and publication, as provided by law.

Introduced by Trustee: _____

Adopted: _____, 2017

Vote: Ayes: _____
Nays: _____

_____
Dean Wolter
Village President

ATTEST:

_____
Deanna L. Boldrey, Village Clerk

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APPROVED AS TO FORM:

_____

Brian Sajdak, Attorney

Published:

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ORDINANCE NO. 19-17

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE VILLAGE OF GERMANTOWN ZONING CODE

(J.W. Speaker Corporation PDD, Speaker Properties LLC, Property Owner)

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

SECTION 1. That the Zoning Code and zoning map of the Village of Germantown is amended by the creation of an M-1: Limited Industrial Planned Development District (M-1/PDD) to be known as the "J.W. Speaker Corporation M-1/Planned Development District (M-1/PDD)", which shall include the following described properties:

Mayer/Neu Property (Tax Key #173-992 and Tax Key #173-993)
Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said 1/4 Section; thence South 01˚14'33" East along the West line of said 1/4 of said Section 123.85 feet to the South line of the Wisconsin & Southern Railroad lands and the point of beginning of the lands hereinafter described; thence: South 77°11'31" East along said South line 1343.65 feet to a point; thence South 01°17'44" East along the West line of Lot 1 of Certified Survey Map No 6215 a distance of 1283.76 feet to a point; thence South 75°00'27" West along the North line the of Neuland Subdivision 403.42 feet to a point, thence North 43°39'33" West along said North line 180.00 feet to a point; thence North 54°19'33" West along said North line 380.00 feet to a point; thence North 38°28'33" West along said North line 49.79 feet to a point; thence South 87°00'27" West along said North line 250.00 feet to a point; thence South 14°59'33" East along said North line 40.00 feet to a point; thence South 82°45'51" West along said North line 218.24 feet to a point on the West line of SW 1/4, Section 17; thence North 01°14'33" West along said West line 1374.37 feet to the point of beginning. Along with Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, described as follows:
Commencing at the Southwest corner of said 1/4 Section; thence North 89°53'45" East along the South line of said 1/4 of said Section 1301.98 feet to the point of beginning of the lands hereinafter described; thence North 01°04'33" West 217.16 feet to a point; thence South 89°57'33" West 3.57 feet to the Southeast corner of Lot 6, Block 1 of Neuland Subdivision; thence North 01°02'33" West along the East line of said Lot 392.27 feet to a point on the south line of Dalebrook Drive; thence North 88°57'27" East along said south line 5.05 feet to a point; thence South 01°17'44" East along the West line of Lot 1 of Certified Survey Map No. 6215 a distance of 549.55 feet to a point on aforesaid South line; thence South 89°53'45" West along said South line 3.78 feet to the point of beginning. Said lands containing 39.74 acres more or less.

Roskopf Property (Lot 1 of CSM #6702 and Tax Key #173-987)
Lot 1 of Certified Survey Map #6702 as recorded in Volume 51 on Page 221 of Certified Survey Maps of Washington County, Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. Said lands containing 47.43 acres more or less.

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Phylmack LLC Property (Lot 2 of CSM #6702 Tax Key #174-985)
Lot 2 of Certified Survey Map #6702 as recorded in Volume 51 on Page 221 of Certified Survey Maps of Washington County, Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. Said lands containing 57.08 acres more or less.

SECTION 2. That the zoning map of the Village of Germantown is amended by rezoning from the A-1: Agricultural District to the J.W. Speaker Corporation M-1/Planned Development District (M-1/PDD) the following described property:

Mayer/Neu Property (Tax Key #173-992 and Tax Key #173-993)
Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said 1/4 Section; thence South 01°14'33" East along the West line of said 1/4 of said Section 123.85 feet to the South line of the Wisconsin & Southern Railroad lands and the point of beginning of the lands hereinafter described; thence: South 77°11'31" East along said South line 1343.65 feet to a point; thence South 01°17'44" East along the West line of Lot 1 of Certified Survey Map No 6215 a distance of 1283.76 feet to a point; thence South 75°00'27" West along the North line the of Neuland Subdivision 403.42 feet to a point, thence North 43°39'33" West along said North line 180.00 feet to a point; thence North 54°19'33" West along said North line 380.00 feet to a point; thence North 38°28'33" West along said North line 49.79 feet to a point; thence South 87°00'27" West along said North line 250.00 feet to a point; thence South 14°59'33" East along said North line 40.00 feet to a point; thence South 82°45'51" West along said North line 218.24 feet to a point on the West line of SW 1/4, Section 17; thence North 01°14'33" West along said West line 1374.37 feet to the point of beginning. Along with Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, described as follows:
Commencing at the Southwest corner of said 1/4 Section; thence North 89°53'45" East along the South line of said 1/4 of said Section 1301.98 feet to the point of beginning of the lands hereinafter described; thence North 01°04'33" West 217.16 feet to a point; thence South 89°57'33" West 3.57 feet to the Southeast corner of Lot 6, Block 1 of Neuland Subdivision; thence North 01°02'33" West along the East line of said Lot 392.27 feet to a point on the south line of Dalebrook Drive; thence North 88°57'27" East along said south line 5.05 feet to a point; thence South 01°17'44" East along the West line of Lot 1 of Certified Survey Map No. 6215 a distance of 549.55 feet to a point on aforesaid South line; thence South 89°53'45" West along said South line 3.78 feet to the point of beginning. Said lands containing 39.74 acres more or less.

SECTION 3. That the zoning map of the Village of Germantown is amended by rezoning from the M-1: Limited Industrial District to the J.W. Speaker Corporation M-1/Planned Development District (M-1/PDD) the following described properties:

Roskopf Property (Lot 1 of CSM #6702 and Tax Key #173-987)
Lot 1 of Certified Survey Map #6702 as recorded in Volume 51 on Page 221 of Certified Survey Maps of Washington County, Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. Said lands containing 47.43 acres more or less.

Phylmack LLC Property (Lot 2 of CSM #6702 Tax Key #174-985)
Lot 2 of Certified Survey Map #6702 as recorded in Volume 51 on Page 221 of Certified Survey Maps of Washington County, Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. Said lands containing 57.08 acres more or less.

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SECTION 4. This ordinance shall take effect and be in full force the day after its passage and publication, as provided by law.

Introduced by Trustee: _____
Adopted: _____, 2017

Vote: Ayes: _____
Nays: _____

_____
Dean Wolter, Village President

ATTEST:

_____
Deanna L. Boldrey, Village Clerk

APPROVED AS TO FORM:

_____
Brian Sajdak, Attorney

Published:

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~~STRIKEOUT~~ AND UNDERLINE REVISIONS RECOMMENDED BY PLAN COMMISSION ON DECEMBER 11, 2017

RESOLUTION NO. 26-17

ADOPTING CONDITIONS AND RESTRICTIONS FOR THE SPEAKER CORPORATION PLANNED DEVELOPMENT DISTRICT ("SPEAKER CORPORATION PDD")

WHEREAS, Speaker Properties LLC, property owner (hereinafter the "Developer") has applied for an M-1: Limited Industrial Planned Development District (M-1/PDD) to be applied onto the subject parcels located in the Village of Germantown as generally described in Exhibit A attached hereto; and

WHEREAS, Section 17.27(4) of the Village of Germantown Municipal Code allows for the adoption of conditions and restrictions for Planned Development Districts (PDD) that modify the basic allowances, limitations, and bulk regulations of the underlying zoning district, as well as, allow for the establishment of specific uses, bulk regulations, density standards, yard setbacks, etc. to ensure proper development, operation and maintenance of the proposed development set forth in the General Development Plan; and

WHEREAS, the Village of Germantown Plan Commission on December 11, 2017, reviewed the M-1/PDD rezoning application and forwarded a positive recommendation regarding both the rezoning and General Development Plan to the Village Board;

NOW, THEREFORE BE IT RESOLVED that the Village Bard of the Village of Germantown hereby adopts the following specific conditions and restrictions that shall apply to all development on and the use of property within the PDD:

1. **PURPOSE AND INTENT.** The Speaker Corporation PDD (SC-PDD) is intended to provide for the orderly and attractive development and operation of a mix of professional office and light manufacturing and assembly uses where such activities are conducted within enclosed buildings developed within a low-density, campus-like setting. The SC-PDD will be comprised of stand-alone sites and buildings located within the SC-PDD that collectively support and serve the day-to-day office, research & design, manufacture and assembly, warehouse and distribution functions of the Speaker Corporation's overall business operation. The development sites and buildings will be designed, located and constructed with a consistent architectural theme, high-quality materials, generous landscaping, and in a manner that does not negatively impact surrounding properties and residents and that does protect and preserve the existing environmental features located within the SC-PDD. Further, it is intended that future development, land uses and activities within the SC-PDD be compatible with adjacent and surrounding residential and agricultural development, and, enhance the economic stability and quality of life in the Village of Germantown.

2. **GENERAL DEVELOPMENT PLAN (GDP)**. The General Development Plan (Exhibit B dated December 11, 2017) for the Speaker Corporation PDD establishes the basic parameters for all development within the PDD, including the approximate size and orientation of buildings, density of development, setbacks, location of access roadways and driveways, and the

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general location and extent of landscaping and buffering. While all future development within the PDD shall be generally consistent with the GDP, the GDP does not grant specific site development or building approval. Detailed Site Development and Building Plans shall be prepared and submitted to the Village Plan Commission for review and approval prior to the issuance of any building permit(s) consistent with the requirements of Sections 17.27(5), (6) & (7) of the Zoning Code. Proposed modifications and/or revisions to the GDP shall be reviewed consistent with Section 17.27(9) of the Zoning Code.

a. PHASING.
   i. Future development within the SC-PDD is intended to occur in phases with the construction of the Goldendale access driveway and sanitary sewer and water utilities installed prior to or concurrent with Phase 1 site and building development. However, the phasing plan shown on the GDP is intended to be a general guideline for future development within the SC-PDD. The phasing plan is not intended to be a rigid restriction on or requirement for the timing or sequencing of development within the SC-PDD.
   ii. The general timing of and specific use, size, or relative location and orientation of Phase 4 “future development” on Lot 1 has not yet been determined. One potential development plan for Phase 4 that has been discussed is the potential relocation of the Speaker Corporation’s existing Whitney Drive facility to a new facility constructed on Lot 1.

b. OUTLOTS.
   i. The four (4) “Outlots” shown on the GDP are areas that cannot be developed given the existence of sensitive environmental features, e.g. wetland, floodplain, navigable stream, and the Speaker Corporation’s desire to preserve and protect these features.
   ii. Outlot #3 contains a small wetland area but will remain undeveloped to preserve and enhance the existing tree line along the common property line shared with the Neuland residential subdivision, and, within the open space buffer area south of the proposed Goldendale Road access driveway.

c. LOT 1 and OUTLOT #3 LANDSCAPING AND BUFFERING.
   i. The GDP indicates the approximate location, type, size and shape of undulating earth forms (berms), tree and other landscape plantings to be installed in those areas for purposes of providing an adequate visual buffer between the surrounding residential areas and the internal access driveway and future “Phase 4” development of Lot 1 (previously referred to as the “Mayer/Neu Property”).
   ii. The Speaker Corporation intends to construct and install said tree plantings along the north perimeter of Lot 1 and tree

plantings and berms along the south side of the access driveway on Outlot #3 prior to or concurrent with Phase 1 and Phase 2 development of Lot 2 and Lot 3 (as shown on the GDP). The specific time frame for implementation of the landscaping and buffer plan required herein shall be established in cooperation with the Plan Commission and as part of the plan landscaping and buffer approval.

iii. A detailed landscaping and buffer plan shall be prepared and submitted for Village approval as required herein.

iv. Additional landscaping to enhance the visual buffering, e.g. plantings, berms, fences, may be required as deemed necessary as part of a specific site development and building plan required at the time actual development occurs.

d. STORM WATER MANAGEMENT.

i. The GDP indicates the approximate and anticipated location, size and shape of storm water management ponds necessary to serve future access driveway construction and site development within the SC-PDD.

ii. The Speaker Corporation intends to construct and install said storm water management facilities as needed concurrent with Phase 1 and Phase 2 development of Lot 2 and Lot 3 (as shown on the GDP). Storm water management plans for the storm water facilities to be installed prior to or as part of construction of the internal driveway shall be presented to the Plan Commission for review. The specific time frame for implementation of storm water management shall be established in cooperation with the Plan Commission and as part of the plan approval. Supplemental storm water management plans and facilities will be required as part of each specific site development and building plan required at the time development occurs as required under Section 4.

3. **PERMITTED LAND USES**. Permitted Principal, Accessory, Conditional and Temporary Uses allowed within the SC-PDD are set forth below. Unless otherwise provided below, uses not specifically listed are prohibited.

a. PRINCIPAL USES

i. Light Manufacturing, Fabrication and Assembly Uses

ii. Professional Offices

iii. Research, Development and Testing Facilities

iv. Warehouse and Distribution Facilities ancillary to the primary function

v. Corporate Training, Meeting & Education Facilities

vi. Agricultural uses that involve crop production, cultivation and grazing (excluding large-scale livestock and poultry operations)

b. ACCESSORY USES

i. Off-street parking and loading areas
ii. Storage of vehicles, equipment, products or non-hazardous materials used in conjunction with a principal use within an attached or detached and completely enclosed building
iii. Auxiliary power generators (only to be run for exercise purposes between the hours of 9:00 a.m. and 5:00 p.m. and only be operated for functionality when there is a power outage)
iv. Land conservation practices

c. CONDITIONAL USES
   i. Child day care facilities licensed by and in compliance with all applicable State and local regulations
   ii. An unclassified or unspecified use not listed herein may be permitted provided that such use is similar in the operational characteristics as a principal use listed herein, and, is compatible with, directly supports, or is mutually beneficial to the operation of the existing uses within the SC-PDD. If the Plan Commission determines that an unclassified or unspecified use is similar in character to a principal use, the unclassified or unspecified use will only be allowed following review and approval by both the Plan Commission and the Village Board in accordance with the procedures established in Section 17.42 (Conditional Uses).

d. TEMPORARY USES
   i. See Section 17.07(2a).

4. **SITE PLAN APPROVAL REQUIRED.** Consistent with the requirements of Section 17.27(5) through (7), all development within the SC-PDD shall be subject of detailed site development and building plans submitted for review and approval by the Plan Commission in accordance with the requirements and procedures in Section 17.43 prior to issuance of a building permit.

5. **PERIMETER LANDSCAPING & BUFFER PLAN REQUIRED.**
   a. Notwithstanding the requirements in Section 4. above, a detailed landscaping and buffer plan for the north perimeter of Lot 1 adjacent to the WSOR railroad and south perimeter of Outlot 3 as shown on the GDP shall be prepared and submitted to the Plan Commission for review and approval prior to commencement of construction of the Goldendale Road access driveway and utility installation. Said landscaping and buffer plan shall take into consideration existing topography, existing vegetation, existing visibility and existing distance separation from the surrounding residential areas to the south (Neuland Subdivision) and to the north (Isabell Farms Subdivision) to determine the type, amount, density, height, and other characteristics of the undulating earth forms (berms) and tree plantings (where applicable) that will be necessary to provide an adequate visual buffer between said residential areas and the internal access driveway and

future "Phase 4" development of Lot 1 (previously referred to as the "Mayer/Neu Property"). NOTE: the required "visual buffer" is not intended to be nor provide a 100 percent visual barrier of the view from all vantage points within the surrounding residential areas, but rather to provide an effective (albeit partial) obstructed view of the developed area, buildings and traffic traveling within the SC-PDD.

b. The undulating earth forms (berms) should be designed consistent with the Village's berm regulations under Section 17.57.

6. **ACCESS**. Access to development within the SC-PDD shall be from the private access driveway shown on GDP. No other direct access to/from Goldendale Road, Freistadt Road, Josephine, etc. shall be permitted. Direct access to/from these public roads to any undeveloped lots or outlots for agricultural and land conservation/maintenance purposes is permitted if no other reasonable means of access to these areas is available.

7. **SITE DEVELOPMENT AND BUILDING REQUIREMENTS.** Unless otherwise set forth below, all site development and building shall be in accordance with the lot, building and other applicable bulk requirements set forth in the underlying M-1: Limited Industrial Zoning District and other applicable Zoning Code regulations.

a. LOT AND BUILDING REQUIREMENTS

i. Lot Area (minimum) 15 acres

ii. Lot Width (minimum) 300 feet

iii. Lot Frontage (minimum) 50 feet

iv. Principal & Accessory Building Setbacks (minimum)
1. Goldendale Road 100 feet
2. Freistadt Road 100 feet
3. WSOR Railroad 100 feet
4. Residential District 200 feet
5. Front/Street yard 50 feet (from internal access road)
6. Side yard 25 feet
7. Rear yard 25 feet

v. Building Height (maximum)
1. Principal Building 45 feet
2. Accessory building 25 feet

vi. Parking Setbacks (minimum)
1. Goldendale Road 50 feet
2. Freistadt Road 50 feet
3. WSOR Railroad 50 feet
4. Residential District 50 feet
5. Front/Street yard 25 feet

6. Side yard 25 feet
7. Rear yard 25 feet

vii. Lot Coverage (maximum) 50 ~~80~~ percent impervious area maximum across the entire 144.2-acre PDD area and 70 percent maximum lot coverage of a single lot.

b. PARKING (see Section 17.45).
   i. Stall Area (minimum) 162 sqft
   ii. Stall Number (minimum) not to exceed (1) stall/shift/employee

c. ARCHITECTURAL DESIGN AND BUILDING ORIENTATION.
   i. The relative location and orientation of a building on a site, building architecture and design, and the use and placement of windows and other functional and decorative architectural devices should be considered and used to minimize potential light trespass or any other potentially negative impact on adjacent and surrounding residential property.

d. BUILDING MATERIALS.
   ~~i.~~ The development sites and buildings will be designed, located and constructed with a consistent architectural theme, high-quality materials, landscaping, and in a manner that protects and preserves the existing environmental features consistent with current buildings located on the same site.

e. HVAC MECHANICALS.
   i. All electrical, heating, cooling and other mechanical structures, and air handling units, regardless of location and whether roof or ground-mounted, shall be concealed by landscaping and/or by decorative architectural screening materials which are an integral part of the building design. Roof-mounted units shall be screened from view from adjacent public roadways including Isabelle Farms Drive, Meadow Brook Court and Prairie Ridge Court.

f. WASTE AND RECYCLING FACILITIES & ENCLOSURES.
   i. All waste and recycling dumpsters shall be screened in the same architectural style and materials of the principal building on the property and include landscaping. Dumpsters should be screened from all residential areas, public rights-of-way or adjacent properties.

g. OUTSIDE STORAGE.
   i. Incidental and short-term storage of vehicles, trailers, materials and finished products visible from residential properties and

public rights-of-way shall be screened. The type of screening shall be in the same architectural character of the building on the property.

h. EXTERIOR LIGHTING.
   i. All exterior site and building lighting shall utilize "dark sky compliant" fixtures and technology, and, be consistent with the Village's "Outdoor Lighting Guidelines". Lighting plans and equipment specifications are reviewed and approved by the Plan Commission as part of the Site Plan approval process.

8. **SIGNAGE.**
   a. One (1) monument sign shall be permitted to be installed at each access driveway intersection at Goldendale Road and Freistadt Road consistent with the Village's sign regulations and reviewed and approved by the Plan Commission.
   b. Signage for each development site and building shall be permitted consistent with the Village's sign regulations and reviewed and approved by the Plan Commission.

9. **APPLICABILITY OF MUNICIPAL CODE.** Unless otherwise set forth herein, all other applicable zoning and development regulations contained in the Germantown Municipal Code (e.g. Shoreland-Wetland Zoning, Floodplain Zoning, Subdivision) shall apply to development and land use within the SC-PDD. In the event a requirement, restriction or limitation set forth herein conflicts with a similar requirement, restriction or limitation found in another section of the Municipal Code, the most stringent requirement, restriction or limitation shall apply.

10. **EASEMENTS**.
In the event that the existing parcels that comprise the SC-PDD are not combined, storm water manamgent facility, driveway cross-access and/or other easements regarding such facilities may be required.

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11. **LAND DIVISIONS.**
The GDP indicates that specific lots upon which future development within the SC-PDD will occur, and, specific outlots that will remain undeveloped. If the creation of these lots and outlots into separate parcels is intended as shown (vs. being developed as separate "building sites" within one large property), the process of dividing the land into separate lots (or combining the parcels into one parcel) will be required prior to or concurrent with site plan approval for development. For example, prior to or concurrent with the submittal of detailed site plans for Phase 1 development on what is referred to as the "Roskopf Property", a certified survey map (CSM) land division application would be prepared and submitted to create Lot 2, Lot 3 and Outlot 4 as shown on the GDP dated December 11, 2017.

Introduced by: _____

Adopted: _____

Vote: Ayes: _____ Nays: _____

_____
Dean M. Wolter, Village President

ATTEST:

_____
Deanna L. Boldrey, WCMC/CMC
Village Clerk

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EXHIBIT A

Speaker Corporation Planned Development District (PDD)
Boundary Legal Description

(Tax Key #173-992 and Tax Key #173-993; a.k.a. "Mayer/Neu Property")
Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows:
Commencing at the Northwest corner of said 1/4 Section; thence South 01°14'33" East along the West line of said 1/4 of said Section 123.85 feet to the South line of the Wisconsin & Southern Railroad lands and the point of beginning of the lands hereinafter described; thence: South 77°11'31" East along said South line 1343.65 feet to a point; thence South 01°17'44" East along the West line of Lot 1 of Certified Survey Map No 6215 a distance of 1283.76 feet to a point; thence South 75°00'27" West along the North line the of Neuland Subdivision 403.42 feet to a point, thence North 43°39'33" West along said North line 180.00 feet to a point; thence North 54°19'33" West along said North line 380.00 feet to a point; thence North 38°28'33" West along said North line 49.79 feet to a point; thence South 87°00'27" West along said North line 250.00 feet to a point; thence South 14°59'33" East along said North line 40.00 feet to a point; thence South 82°45'51" West along said North line 218.24 feet to a point on the West line of SW 1/4, Section 17; thence North 01°14'33" West along said West line 1374.37 feet to the point of beginning. Along with Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, described as follows: Commencing at the Southwest corner of said 1/4 Section; thence North 89°53'45" East along the South line of said 1/4 of said Section 1301.98 feet to the point of beginning of the lands hereinafter described; thence North 01°04'33" West 217.16 feet to a point; thence South 89°57'33" West 3.57 feet to the Southeast corner of Lot 6, Block 1 of Neuland Subdivision; thence North 01°02'33" West along the East line of said Lot 392.27 feet to a point on the south line of Dalebrook Drive; thence North 88°57'27" East along said south line 5.05 feet to a point; thence South 01°17'44" East along the West line of Lot 1 of Certified Survey Map No. 6215 a distance of 549.55 feet to a point on aforesaid South line; thence South 89°53'45" West along said South line 3.78 feet to the point of beginning. Said lands containing 39.74 acres more or less.

(Lot 1 of CSM #6702 and Tax Key #173-987; a.k.a. "Roskopf Property")
Lot 1 of Certified Survey Map #6702 as recorded in Volume 51 on Page 221 of Certified Survey Maps of Washington County, Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. Said lands containing 47.43 acres more or less.

(Lot 2 of CSM #6702 Tax Key #174-985; Phylmack LLC Property)
Lot 2 of Certified Survey Map #6702 as recorded in Volume 51 on Page 221 of Certified Survey Maps of Washington County, Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. Said lands containing 57.08 acres more or less.

EXHIBIT B

Speaker Corporation Planned Development District (PDD)
General Development Plan

{Attach General Development Plan Dated December 11, 2017}

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BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: December 18, 2017

AGENDA ITEM: New Business **[RESOLUTION]**

ITEM TITLE: Resolution 24-17, Consideration of Resolution Approving the Project Plan and Establishing the Boundaries for and the Creation of Tax Incremental District No. 7 Village of Germantown, Wisconsin (Resolution No. 24-17).

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

SUMMARY EXPLANATION:
Tax Incremental District No. 7 (TID#7) is proposed as an industrial district encompassing 144.2 acres of land east of Goldendale Road and north of Freistadt Road. TID#7 includes the existing J.W. Speaker Corporation property (57.2 acres) and additional property recently acquired by the Speaker Corporation located west to Goldendale Road (including 39.7 acres referred to as the "Mayer/Neu" property and 47.3 acres referred to as the "Roskopf" property).

The Village anticipates making total project expenditures of approximately $2.69 million to undertake the Goldendale Road sanitary sewer, water main, and related improvement projects listed in the Project Plan. Based on anticipated development associated with expansion of the J.W. Speaker Corporation campus, the Village projects an additional value of approximately $26.8 million will be created because of new development in TID#7.

The Plan Commission held a public hearing of proposed TID#7 on November 29 (see attached meeting minutes for a summary of th comments received). Following the hearing and after consideration of the proposed Project Plan, the Plan Commission passed a resolution that recommends that the Village Board create proposed TID#7 and approve and adopt the proposed boundaries and Project Plan. Also on November 29, the Village's incremental district Joint Review Board (JRB) met to review and discuss the proposed TID#7. The JRB is tentatively scheduled to meet again on January 2, 2018 to consider the Plan Commission and Village Board resolutions and take final action on the proposed TID#7.

ATTACHMENTS:

- TID#7 Project Plan (dated December 14, 2017)
- 11/29/17 Plan Commission Meeting Minutes
- Plan Commission Resolution No. 2-17 (adopted)
- Village Board Resolution 24-17 (proposed)

PLAN COMMISSION RESOLUTION NO. 2-17

RESOLUTION DESIGNATING PROPOSED BOUNDARIES AND APPROVING A PROJECT PLAN FOR TAX INCREMENTAL DISTRICT NO. 7, VILLAGE OF GERMANTOWN, WISCONSIN

WHEREAS, the Village of Germantown (the "Village") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the Village; and

WHEREAS, Tax Incremental District No. 7 (the "District") is proposed to be created by the Village as an industrial district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
b. An economic feasibility study;
c. A detailed list of estimated project costs;
d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
e. A map showing existing uses and conditions of real property in the District;
f. A map showing proposed improvements and uses in the District;
g. Proposed changes of zoning ordinances, master plan, map, building codes and Village ordinances;
h. A list of estimated non-project costs;
i. A statement of the proposed plan for relocation of any persons to be displaced;
j. A statement indicating how the District promotes the orderly development of the Village;
k. An opinion of the Village Attorney or of an attorney retained by the Village advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Washington County, the Germantown School District, and the Milwaukee Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on November 29, 2017 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the Village of Germantown that:

1. It recommends to the Village Board that Tax Incremental District No. 7 be created with boundaries as designated in Exhibit A of this Resolution.

2. It approves and adopts the Project Plan for the District, attached as Exhibit B, and recommends its approval to the Village Board.

3. Creation of the District promotes orderly development in the Village.

Adopted this 29th day of November, 2017.

Plan Commission Chair

Secretary of the Plan Commission

EXHIBIT A

LEGAL BOUNDARY DESCRIPTION OR MAP OF TAX INCREMENTAL DISTRICT NO. 7 VILLAGE OF GERMANTOWN

THIS CAN BE FOUND IN THE PROJECT PLAN (EXHIBIT B)

EXHIBIT B

PROJECT PLAN FOR THE CREATION OF TAX INCREMENTAL DISTRICT NO. 7
(DATED DECEMBER 14, 2017)

PLAN COMMISSION MINUTES
November 29, 2017

CALL TO ORDER: Chairman Wolter called the meeting to order at 7:19 p.m.

ROLL CALL: Chairman Dean Wolter, Commissioners Bob Williams, Peter Nilles, Tony Laszewski and Mary Ellen Gray were present. Trustee Rep David Baum and Commissioner Bill Shadid were absent and excused. Also present were Community Development Director/Village Planner Jeff Retzlaff, Municipal Advisor Maureen Holsen, Ehlers and Planning Assistant Lori Johnson.

PUBLIC HEARING regarding the proposed Project Plan, boundaries and creation of Tax Increment District No. 7 (approximately 144 acres located east of Goldendale Road and north of Freistadt Road and including the J.W. Speaker Corporation property located at N120 W19434 Freistadt Road). The purpose of the hearing is to provide the community a reasonable opportunity to comment upon the proposed creation of the Project Plan for the District.

Maureen Holsen, Municipal Advisor, Ehlers explained the Project Plan for the creation of Tax Incremental District No. 7.

Commissioner Laszewski asked if the Whitney Drive relocation didn't happen, what effect would it have on the life of the TID. Ms. Holsen said she did not have an exact number of how it would impact the closure, but indicated it would still be able to fully recover, just not as what is shown on the Plan. Discussion continued. Commissioner Nilles had questions regarding the development incentive for the sewer and water extension. He understood the size is for future expansion but asked what the cost would be to just serve the J.W. Speaker property. Chairman Wolter said the Village policy is if the utility is brought into a property it is extended to the end of the property line. He said the existing pipe has been sized and put down at a depth to accommodate growth and to not inhibit the gravity portion of that sewer. Discussion continued. Commissioner Williams questioned who will be responsible for the Whitney Drive taxes after it is moved. Jamie Speaker said if the Whitney Drive facility is relocated the building would likely be sold and would mean a new business coming in and tax revenue would continue from that building.

Chairman Wolter opened the Public Hearing at 7:50 p.m.

Josh Lichtig, W197 N12556 Prairie Ridge Court, asked if the Ehler's report could be re-distributed with the updated figures showing the Whitney Drive facility not being relocated. He also asked for clarification how the but-for-test passed. Chairman Wolter explained the but-for-test is inclusive of the sewer investment. He said J.W. Speaker requested help with the sewer extension and without the Village's help to cover the cost initially, the project would not be done.

Matt Kimmler, N125 W20314 Isabelle Farms Drive, commented that the project plan states it is in conformity with the Village's Master Plan, but the Plan shows the area as agricultural residential. Planner Retzlaff explained it is a timing issue and at the end of the process and various procedures, the document would reflect reality and the plan would be changed.

Art Zabel, N97 W15737 Burr Oak Drive, asked for clarification on Sections 13 and 14 of the Project Plan that state changes aren't needed in zoning and land use but the zoning and land use do need to change. He asked if the language should be modified to point out that a zoning change and land use change do need to occur. He said it seems odd the way it is written because it is not 100 percent positive that the changes will occur. Planner Retzlaff agreed language could be added to state that those things need to occur and then if they occur the language could be removed before it goes to the Board. Ms. Holsen explained at least half the land in the district needs to be zoned and suitable for

industrial development and right now the area meets that qualification. The language change can still be made to the project plan but the TID can still be created without it. Trustee Zabel commented that the zoning should be in place before the plan is approved. Ms. Holsen said the Village Board will be considering the resolution and the zoning on December 18th so the timing could be that one can't occur without the other.

Matt Kimmler asked if sewer and water would still need to be brought up Goldendale Road if the zoning doesn't change because it would be cheaper to just extend it to the edge of the Phase 2 property line. Chairman Wolter explained the extension up Goldendale Road is part of the project plan and is being moved north up to the railroad tracks towards Holy Hill Road. It moves the utility in the direction it needs to go for future development to occur.

Chairman Wolter closed the Public Hearing 8:08 p.m.

Consideration and Action on a "Resolution Designating the Proposed Boundaries and Approving a Project Plan for Tax Increment District No. 7, Village of Germantown, Wisconsin.

MOTION Laszewski second Gray to Approve the Resolution designating the proposed boundaries of and Approve the Project Plan for Tax Increment District No. 7.

Discussion followed. Commissioner Laszewski commented if the Whitney Drive project doesn't get built, the payback would be a little later than if it was built. Ms. Holsen addressed his comment. She said in the event the Whitney Drive relocation doesn't occur the bond payment could be stretched longer or there could be a pre-payable option and if the project does occur, the bond could still close out earlier. She said this will need to be discussed when the debt issue is brought forward.

Motion to Amend Nilles to include the language changes discussed this evening in a revised Project Plan. Motion fails for lack of a second.

MOTION to Approve carried unanimously.

ANNOUNCEMENTS: Chairman Wolter said the next meeting for consideration for adoption will be by the Village Board at the December 18, 2017 meeting. The second Joint Review Board meeting is January 2, 2018 at 5:30 p.m.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:16 p.m.

Respectfully submitted,

Lori Johnson
Planning Assistant

December 15, 2017

Project Plan for the Creation of Tax Incremental District No. 7

Organizational Joint Review Board Meeting Held:	Scheduled for: November 29, 2017
Public Hearing Held:	Scheduled for: November 29, 2017
Consideration for Approval by Plan Commission:	Scheduled for: November 29, 2017
Consideration for Adoption by Village Board:	Scheduled for: December 18, 2017
Consideration for Approval by the Joint Review Board:	Scheduled for: January 2, 2018

Tax Incremental District No. 7 Creation Project Plan

Village of Germantown Officials

Village Board

Dean Wolter	Village President
David Baum	Village Trustee
Terri Kaminski	Village Trustee
Alan L. Campbell	Village Trustee
Rick Miller	Village Trustee
Robert L. Warren	Village Trustee
Dennis Myers	Village Trustee
Jeffrey M. Hughes	Village Trustee
Art Zabel	Village Trustee

Village Staff

Deanna Boldrey	Village Clerk
Steven R. Kreklow	Village Administrator
Kim E. Rath	Finance Director
Jeffrey W. Retzlaff	Community Development Director
Brian Sajdak	Village Attorney

Plan Commission

Dean Wolter, Chair	Anthony Laszewski
Lori Johnson	Peter Nilles
David Baum	William Shadid
Benjamin Goetter	Mary Ellen Gray

Joint Review Board

Village President Dean Wolter	Village Representative
Tim Michalak	Washington County
Wilma Bonaparte	Milwaukee Area Technical College District
Richard Ericksen	Germantown School District
Jim Sedgwick	Public Member

Table of Contents

SECTION 1: EXECUTIVE SUMMARY 4

SECTION 2: TYPE AND GENERAL DESCRIPTION OF DISTRICT 6

SECTION 3: PRELIMINARY MAP OF PROPOSED DISTRICT BOUNDARY 7

SECTION 4: MAP SHOWING EXISTING USES AND CONDITIONS 8

SECTION 5: PRELIMINARY PARCEL LIST AND ANALYSIS 9

SECTION 6: EQUALIZED VALUE TEST 9

SECTION 7: STATEMENT OF KIND, NUMBER AND LOCATION OF PROPOSED PUBLIC WORKS AND OTHER PROJECTS 10

SECTION 8: MAP SHOWING PROPOSED IMPROVEMENTS AND USES 14

SECTION 9: DETAILED LIST OF PROJECT COSTS 15

SECTION 10: ECONOMIC FEASIBILITY STUDY, FINANCING METHODS, AND THE TIME WHEN COSTS OR MONETARY OBLIGATIONS RELATED ARE TO BE INCURRED 16

SECTION 11: ANNEXED PROPERTY 23

SECTION 12: ESTIMATE OF PROPERTY TO BE DEVOTED TO RETAIL BUSINESS 23

SECTION 13: PROPOSED ZONING ORDINANCE CHANGES 23

SECTION 14: PROPOSED CHANGES IN MASTER PLAN, MAP, BUILDING CODES AND VILLAGE OF GERMANTOWN ORDINANCES 23

SECTION 15: RELOCATION 24

SECTION 16: ORDERLY DEVELOPMENT OF THE VILLAGE OF GERMANTOWN 24

SECTION 17: LIST OF ESTIMATED NON-PROJECT COSTS 24

SECTION 18: OPINION OF ATTORNEY FOR THE VILLAGE OF GERMANTOWN ADVISING WHETHER THE PLAN IS COMPLETE AND COMPLIES WITH WISCONSIN STATUTES 66.1105 25

EXHIBIT A: CALCULATION OF THE SHARE OF PROJECTED TAX INCREMENTS ESTIMATED TO BE PAID BY THE OWNERS OF PROPERTY IN THE OVERLYING TAXING JURISDICTIONS 26

APPENDIX A: SENSITIVITY ANALYSIS 27

Section 1: Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District ("TID") No. 7 (the "TID" or "District") is proposed to be created by the Village of Germantown ("Village") as an industrial district. A map of the proposed District boundaries is in Section 3 of this plan. The area proposed to be included in the district encompasses 144.2 acres, which is broken into two distinct areas the original J.W. Speaker facility (approximately 57 acres) and the area to be developed by the J.W. Speaker Corporation (approximately 87.2 acres).

Estimated Total Project Expenditures.

The Village anticipates making total project expenditures of approximately $2.69M to undertake the projects listed in this Project Plan. The Village anticipates completing the projects in a single phase. The Expenditure Period of this District is 15 years from the date of adoption of the authorizing Resolution of the Village Board (the "Creation Resolution"). The projects to be undertaken pursuant to this Project Plan are expected to be financed with debt issued by the Village, however, the Village may use other alternative financing methods which may provide overall lower costs of financing, preserve debt capacity, mitigate risk to the Village, or provide other advantages as determined by the Village Board. A discussion and listing of other possible financing mechanisms, as well as a summary of total project financing, is in Section 10 of this plan.

Economic Development

Based on the anticipated expansion of the J.W. Speaker Facility and the potential relocation of an offsite manufacturing facility, the Village projects that additional land and improvements value of approximately $26.8 Million will be created because of new development and expansion of the existing Speaker facility. This additional value will be a result of the improvements made and projects undertaken within the District. A table detailing assumptions as to the timing of new development and redevelopment and associated values is in Section 10 of this Plan. In addition, creation of the District is expected to result in other economic benefits as detailed in the Summary of Findings hereafter.

Expected Termination of District

Based on the Economic Feasibility Study located in Section 10 of this plan, this District would be expected to generate sufficient tax increments to recover all project costs by the year 2031; eight years earlier than the 20-year maximum life of this District.

Summary of Findings

As required by Wisconsin Statutes Section 66.1105, and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. **That "but for" the creation of this District, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the Village.** In making this determination, the Village has considered the following information:

- The lands to the west of the Speaker facility sites proposed for development have remained vacant due to a lack of adequate infrastructure. Given that the sites have not developed as would have been expected under normal market conditions, it is the judgment of the Village that the use of Tax Incremental Financing ("TIF") will be required to provide the necessary infrastructure and inducements to encourage development on the sites consistent with that desired by the Village.

- To make the areas included within the District suitable for development, the Village will need to make an investment to pay for the costs of installation of utilities; installation of streets and related streetscape items; development incentive payments, and other associated costs. Due to the extensive initial investment in public infrastructure that is required to allow development to occur, the Village has determined that development of the area will not occur solely because of private investment. Accordingly, the Village finds that absent the use of TIF, development of the area is unlikely to occur.

2. **The economic benefits of the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the Village has considered the following information:

- As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected are more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.

- The development expected to occur is likely to generate approximately 132 jobs over the buildout of the Speaker campus. According to wage estimates prepared by J.W. Speaker, the job creation will produce more than $6 M of additional payroll annually.

1. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**

- If approved, the District's creation would become effective for valuation purposes as of January 1, 2018. As of this date, the values of all existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the District due to new construction, renovation or appreciation of property values occurring after January 1, 2018 would be collected by the TID and used to repay the costs of TIF-eligible projects undertaken within the District.

- Since the development expected to occur is unlikely to take place or in the same manner without the use of TIF (see Finding #1) and since the District will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the Village reasonably concludes that the overall benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the "but for" test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the District is not created. As required by Section 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been made and can be found in Appendix A of this plan.

4. Not less than 50% by area of the real property within the District is suitable for industrial sites and zoned for industrial use within the meaning of Wisconsin Statutes Section 66.1101. Any real property within the District that is found suitable for industrial sites and is zoned for industrial use at the time of the creation of the District will remain zoned for industrial use for the life of the District.

5. Based upon the findings, as stated above, the District is declared to be an industrial District based on the identification and classification of the property included within the District.

6. The project costs relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.

7. The improvement of such area is likely to enhance significantly the value of substantially all the other real property in the District.

8. The equalized value of taxable property of the District, plus the value increment of all existing tax incremental districts within the Village, does not exceed 12% of the total equalized value of taxable property within the Village.

9. The Village estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.

10. The Project Plan for the District in the Village is feasible, and is in conformity with the master plan of the Village.

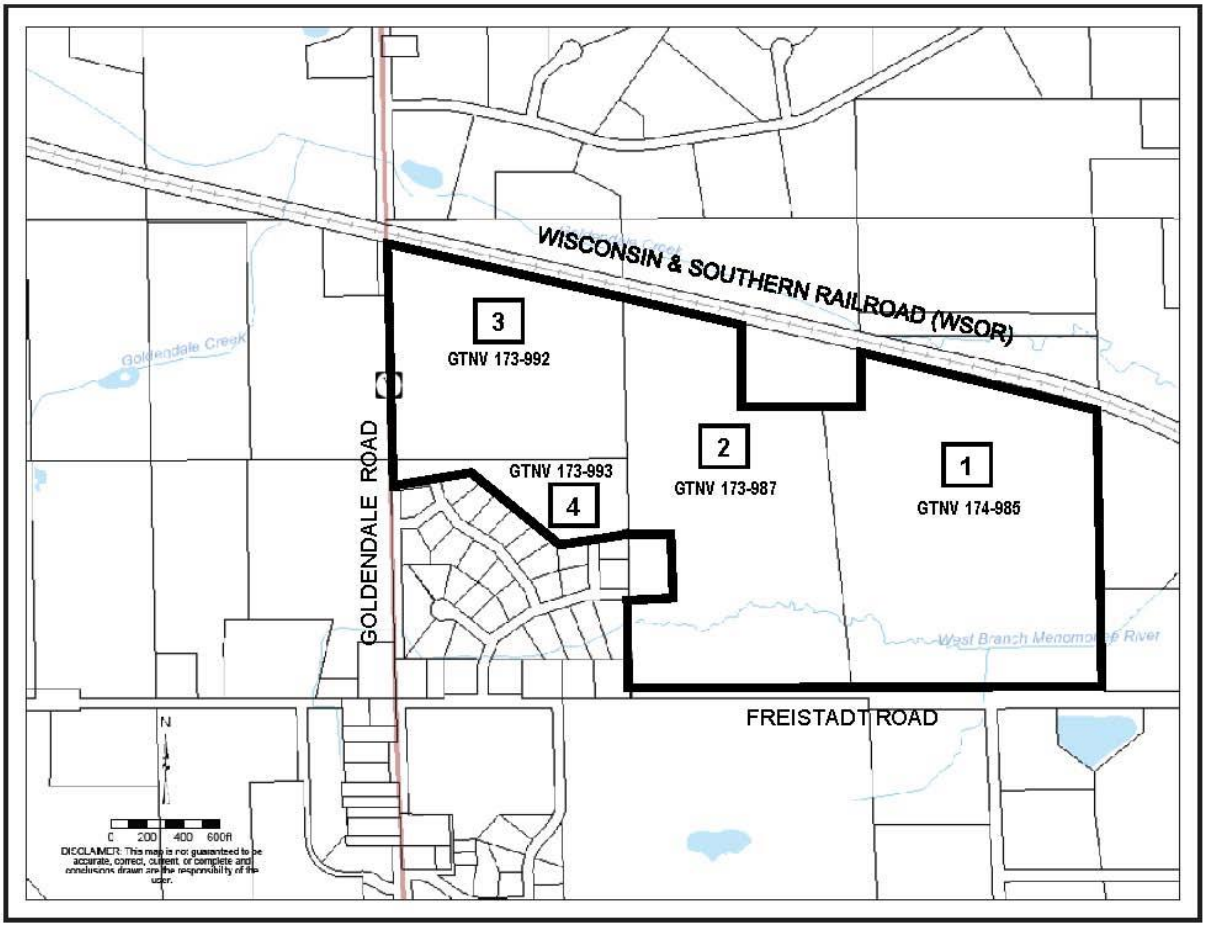
Section 2: Type and General Description of District

The District is being created by the Village under the authority provided by Wisconsin Statutes Section 66.1105. This District is created as an "Industrial District" based upon a finding that at least 50%, by area, of the real property within the District is zoned and suitable for industrial sites within the meaning of Wisconsin Statutes Section 66.1101 (See Section 5 of this plan for a breakdown of District parcels by class and calculation of compliance with the 50% test). That area within the TID that is either a stream bed or wetland is hereby excluded from the District.

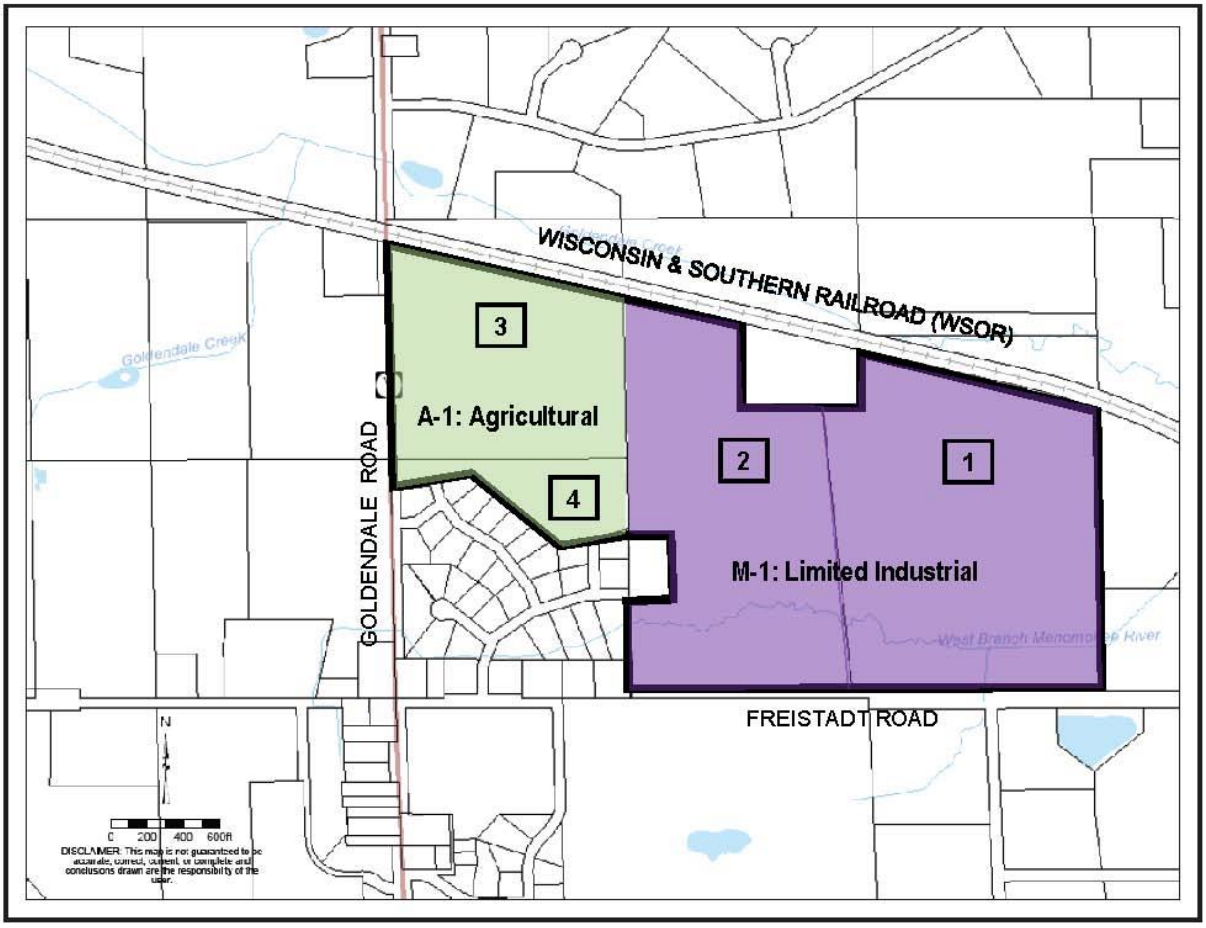
A map depicting the boundaries of the District is found in Section 3 of this Plan. A map depicting the proposed uses of the District is found in Section 8 of this plan. The Village intends that TIF will be used to assure that industrial, distributor and related private development locates in this District. This will be accomplished by installing public improvements, and making necessary related expenditures, to promote industrial development within the District. The goal is to increase the tax base and to provide for and preserve employment opportunities within the Village. The project costs included in this Plan relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.

Based upon the findings, as stated within this Plan, the District is declared to be an industrial District based on the identification and classification of the property included within the district.

Section 3: Preliminary Map of Proposed District Boundary



Section 4: Map Showing Existing Uses and Conditions



Section 5: Preliminary Parcel List and Analysis

Village of Germantown

Tax Increment District #7

Base Property Information

Property Information					Equalized Value				District Classification	Comments
Map Ref #	Parcel Number	Street Address	Owner	Acreage	Land	Imp	PP	Total	Industrial (Zoned and Suitable)	
1	174-985	N120 W19434 Freistadt Road	Phylmack LLC	57.08	2,666,800	5,486,200	1,363,700	9,516,700	57.08	
2	173-987	Freistadt Road	Thomas & Joan Roskopf	47.43	102,700	10,100	0	112,800	47.43	
3	173-992	Goldendale Road	Francis & Dolores Mayer37	31.10	10,200	0	0	10,200		Currently Zoned A-1 Agricultural
4	173-993	Goldendale Road	Francis & Dolores Mayer	8.60	2,700	0	0	2,700		Currently Zoned A-1 Agricultural
					0	0	0	0		
			Total Acreage	144.21	2,782,400	5,496,300	1,363,700		104.51	
									72.47%	
						Estimated Base Value		9,642,400		Version 3

Section 6: Equalized Value Test

The calculations to the right demonstrate that the Village is in compliance with Wisconsin Statutes Section.66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the Village.

The equalized value of the increment of existing tax incremental districts within the Village, plus the base value of the proposed District, totals $108,006,100. This value is less than the statutory maximum of $309,297,588 in equalized value that is permitted for the Village. The Village is therefore in compliance with the statutory equalized valuation test and may proceed with creation of this District.

Village of Germantown

Tax Increment District #7

Valuation Test Compliance Calculation

Anticipated Creation/Boundary Amendment		12/18/2017
		Valuation Data
		Est. Creation Date
Total EV (TID In)		2,577,479,900
12% Test		309,297,588
Increment of Existing TIDs		
	TID #4	98,164,500
	TID #6	199,200
		0
		0
		0
		0
Total Existing Increment		98,363,700
Projected Base of New or Amended District		9,642,400
Total Value Subject to 12% Test		108,006,100
Compliance		PASS
		Version 3

Section 7: Statement of Kind, Number and Location of Proposed Public Works and Other Projects

The following is a list of public works and other TIF-eligible projects that the Village expects to implement in conjunction with this District. Any costs necessary or convenient to the creation of the District or directly or indirectly related to the public works and other projects are considered "Project Costs" and eligible to be paid with tax increment revenues of the District.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development and/or redevelopment the Village may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development and/or redevelopment. Any revenue received by the Village from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the Village to acquire property and make it suitable for development and/or redevelopment exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered “real property assembly costs” as defined in Wisconsin Statutes Section 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the Village may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of storm water. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The Village may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, storm water management practices and other public infrastructure. Costs incurred by the Village to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The Village may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, storm water management practices and other public infrastructure. Costs incurred by the Village to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wisconsin Statutes Sections 32.19 and 32.195.

Site Preparation Activities

Demolition

To make sites suitable for development, the Village may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development and/or redevelopment, to provide access, and to control storm water runoff. The Village may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the Village for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

There are inadequate sanitary sewer facilities serving areas of the District. To allow development to occur, the Village may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the Village will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs.

Water System Improvements

There are inadequate water distribution facilities serving areas of the District. To allow development to occur, the Village may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the Village will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Village construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Storm Water Management System Improvements

Development within the District will cause storm water runoff and pollution. To manage this storm water runoff, the Village may need to construct, alter, rebuild or expand storm water management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: storm water collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent storm water management system projects undertaken within the District provide direct benefit to land outside of the District, the Village will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Village construct,

alter, rebuild or expand storm water management infrastructure located outside of the District. That portion of the costs of storm water management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Streets and Streetscape

Street Improvements

There are inadequate street improvements serving areas of the District. To allow development to occur, the Village may need to construct and/or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development and/or redevelopment consistent with the objectives of this Plan, the Village may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the Village are eligible Project Costs.

Miscellaneous

Cash Grants (Development Incentives)

The Village may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover project costs. No cash grants will be provided until the Village executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the Village are eligible Project Costs.

Projects Outside the Tax Increment District

Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1.n, the Village may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the Village's corporate boundaries and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The Village intends to make the following project cost expenditures outside the District: sewer, water and transportation improvements on Freistadt and Goldendale Roads.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include, but are not limited to: architectural; environmental; planning; engineering; legal, audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The Village may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by Village employees relating to the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

With all projects the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating Village ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

In the event any of the public works project expenditures are not reimbursable out of the special TIF fund under Wisconsin Statutes Section 66.1105, in the written opinion of counsel retained by the Village for such purpose or a court of record so rules in a final order, then such project or projects shall be deleted here from this Project Plan and the remainder of the projects hereunder shall be deemed the entirety of the projects for purposes of this Project Plan.

The Village reserves the right to implement only those projects that remain viable as the Plan period proceeds.

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred, by the Village and as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges. To the extent the costs benefit the municipality outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning is completed. Prorations of costs in the Plan are also estimates and subject to change based upon implementation, future assessment policies and user fee adjustments.

Section 8: Map Showing Proposed Improvements and Uses

The map below depicts the overall site development plan for the J.W. Speaker campus development. The planned development calls for the SMT Manufacturing, Design Center, Freistadt facility expansion and the Retreat Center being constructed within a two to four-year period. The first general phase of the Speaker campus expansion will be on Parcels one and two. Parcel three, the westernmost parcel of the development would require subsequent Village Board action to rezone the property from A-1 Agricultural to M-1 Limited Industrial to allow the future development of a manufacturing facility.

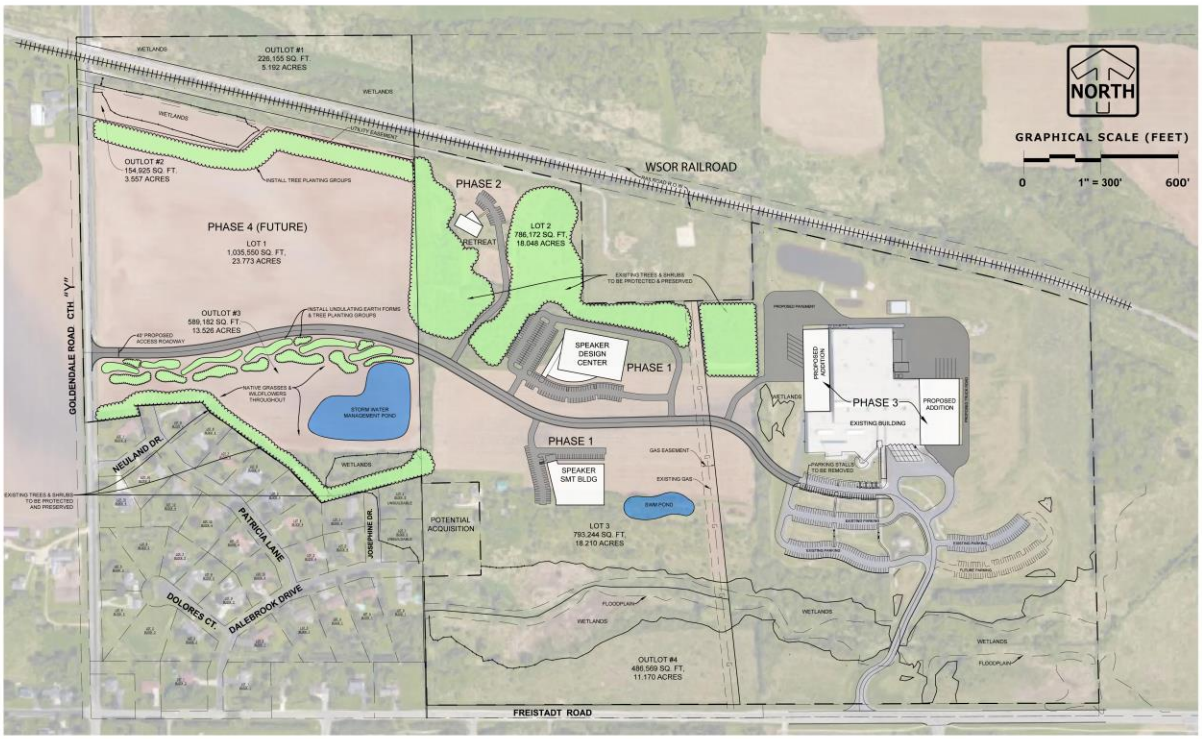
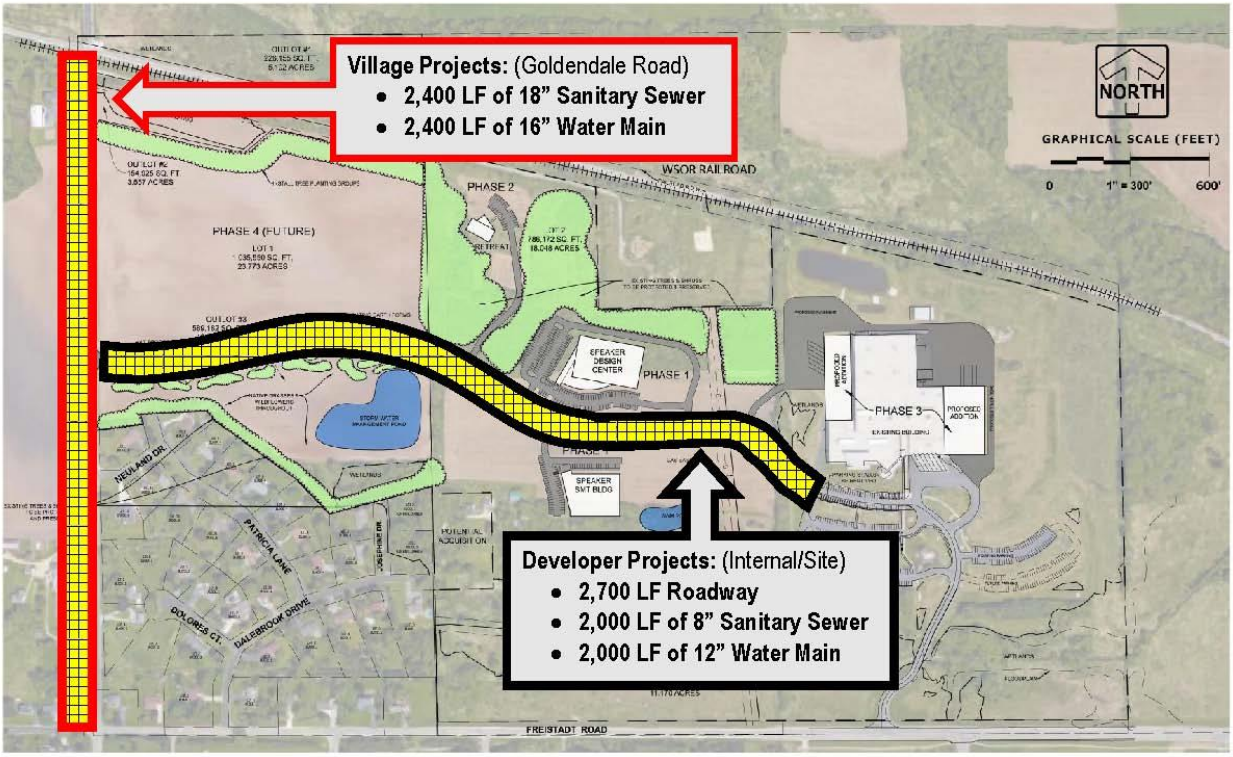


EXHIBIT 'B' VILLAGE OF GERMANTOWN, WI DEC 11, 2017
JW SPEAKER PDD GENERAL DEVELOPMENT PLAN (GDP)

While the overall project plan is developed assuming that the Phase 4 will be completed, at the drafting of the plan, there had been no commitment or approvals necessary to affect that expansion. The infrastructure and landscaping would allow for the development of Phase 4 without any significant reworking of the site.

The following map depicts the infrastructure improvements that will be installed to cause the development of the Speaker campus to move forward. As noted on the map, utility infrastructure will be extended north on Goldendale Road to the Wisconsin and Southern Railroad Right of Way. The water system improvements will be looped into the existing J.W. Speaker facility.



Section 9: Detailed List of Project Costs

All costs are based on 2017 prices and are preliminary estimates. The Village reserves the right to increase these costs to reflect inflationary increases and other uncontrollable circumstances between 2017 and the time of construction. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on best information available. The Village retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Village Board, without amending the Plan.

Village of Germantown

Tax Increment District #7

Estimated Project List

Project ID	Project Name/Type	Phase I	Total
1	Sewer Extension - Goldendale Road (Note 1)	1,188,000	1,188,000
2	Water Extension - Goldendale Road (Note 1)	610,600	610,600
3	Water/ Sewer Extension Contingency - Goldendale Road (Note 1)	179,860	179,860
4	Development Incentives (Note 2)	708,000	708,000
Total Projects		2,686,460	2,686,460

Notes:

Note 1 Project costs are estimates per Village Staff estimates

Note 2 The estimated cost for the Developer's internal road, sewer, water and related improvements provided by the Developer is approximately $1.6 M; the Village will reimburse a portion of these costs as a development incentive as follows:

Sewer Infrastructure east of Goldendale	205,000
Water Infrastructure east of Goldendale	238,000
Road Infrastructure east of Goldendale	90,000
Additional Earthwork	75,000
Landscaping Improvements	50,000
Miscellaneous (Soil borings, Geo-Engineer & Design Engineering)	50,000
Total	708,000

Version 3

Section 10: Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

The information and exhibits contained within this Section demonstrate that the proposed District is economically feasible insofar as:

- The Village has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of "Available Financing Methods" follows.

- The Village expects to complete the projects in one or multiple phases, and can adjust the timing of implementation as needed to coincide with the pace of private development. A discussion of the phasing and projected timeline for project completion is discussed under "Plan Implementation" within this Section. A table identifying the financing method for each phase and the time at which that financing is expected to be incurred is included.

- The development anticipated to occur because of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. Within this Section are tables identifying: 1) the development expected to occur, 2) a projection of tax increments to be collected resulting from that development and other economic growth within the District, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available to the District will be sufficient to pay all Project Costs.

Available Financing Methods

The following is a list of the types of obligations the Village may choose to utilize.

General Obligation (G.O.) Bonds or Notes

The Village may issue G.O. Bonds or Notes to finance the cost of projects included within this Plan. The Wisconsin State Constitution limits the principal amount of G.O. debt that the community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (TID IN).

Bonds Issued to Developers ("Pay as You Go" Financing)

The Village may issue a bond or other obligation to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds or other obligations are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the Village's obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds or other obligations issued to developers in this fashion are not general obligations of the Village and, therefore, do not count against the Village's statutory borrowing capacity.

Tax Increment Revenue Bonds

The Village has the authority to issue revenue bonds secured by the tax increments to be collected. These bonds may be issued directly by the Village, or as a form of lease revenue bond by a Community Development Authority (CDA). Tax Increment Revenue Bonds and Lease Revenue Bonds are not general obligations of the Village and therefore do not count against the Village's statutory borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the Village may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Utility Revenue Bonds

The Village can issue revenue bonds to be repaid from revenues of the its various systems, including revenues paid by the Village that represent service of the system to the Village. There is neither a statutory nor constitutional limitation on the amount of revenue bonds that can be issued, however, water rates are controlled by the Wisconsin Public Service Commission and the Village must demonstrate to bond purchasers its ability to repay revenue debt with the assigned rates. To the extent the Village utilizes utility revenues other than tax increments to repay a portion of the bonds, the Village must reduce the total eligible Project Costs in an equal amount.

Special Assessment "B" Bonds

The Village can levy special assessments against benefited properties to pay part of the costs for street, curb, gutter, sewer, water, storm sewers and other infrastructure. In the event the Village determines that special assessments are appropriate, the Village can issue Special Assessment B bonds pledging revenues

from special assessment installments to the extent assessment payments are outstanding. These bonds are not counted against the Village's statutory borrowing capacity. If special assessments are levied, the Village must reduce the total eligible Project Costs under this Plan in an amount equal to the total collected.

Plan Implementation

Projects identified will provide the necessary anticipated governmental services to the area. A reasonable and orderly sequence is outlined on the following page. However, public debt and expenditures should be made at the pace private development occurs to assure increment is sufficient to cover expenses.

It is anticipated developer agreements between the Village and property owners will be in place prior to major public expenditures. These agreements can provide for development guarantees or a payment in lieu of development. To further assure contract enforcement, these agreements might include levying of special assessments against benefited properties.

The order in which public improvements are made should be adjusted in accordance with development and execution of developer agreements. The Village reserves the right to alter the implementation of this Plan to accomplish this objective.

Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

If financing as outlined in this Plan proves unworkable, the Village reserves the right to use alternate financing solutions for the projects as they are implemented.

Implementation and Financing Timeline

Village of Germantown

Tax Increment District #7

Estimated Financing Plan

		G.O. Bond 2018		Municipal Revenue Obligation (MRO) 2018	Totals
Projects					
Phase I		1,978,460		708,000	2,686,460
Phase II					0
Phase III					0
Phase IV					0
Phase V					0
Total Project Funds		1,978,460		708,000	2,686,460
Estimated Finance Related Expenses		55,750			
Capitalized Interest		195,125			
Total Financing Required		2,229,335		708,000	
Estimated Interest	0.25%	(2,473)	0.00%	0	
Assumed spend down (months)	6		6		
Rounding		3,138		0	
Net Issue Size		2,230,000		708,000	2,938,000
Notes:					
Percent of overall project costs		75.90%		24.10%	

Version 2

Development Assumptions

Village of Germantown

Tax Increment District #7

Development Assumptions

Construction Year		Actual	SMT Manufacturing	Design Center	Freistadt Expansion	Meeting Facility	Future Manufacturing Facility	Annual Total	Construction Year	
1	2018		2,400,000	6,600,000				9,000,000	2018	1
2	2019				5,400,000	1,000,000		6,400,000	2019	2
3	2020							0	2020	3
4	2021							0	2021	4
5	2022							0	2022	5
6	2023							0	2023	6
7	2024							0	2024	7
8	2025							0	2025	8
9	2026							0	2026	9
10	2027						11,400,000	11,400,000	2027	10
11	2028							0	2028	11
12	2029							0	2029	12
13	2030							0	2030	13
14	2031							0	2031	14
15	2032							0	2032	15
16	2033							0	2033	16
17	2034							0	2034	17
18	2035							0	2035	18
19	2036							0	2036	19
20	2037							0	2037	20
	Totals	0	2,400,000	6,600,000	5,400,000	1,000,000	11,400,000	26,800,000		

Notes:

The SMT, Design Facility, Freistadt Expansion and future manufacturing facility are assumed to be valued at 60.00% of construction value (state assessed)

The Future Manufacturing Facility completion timeline is to be determined and will require other Village approvals

Version 3

In addition to the above real property value additions to the Village, J.W. Speaker Corporation has indicated that over the course of the campus buildout that approximately 132 jobs will be created. Based upon the estimates provided, the average annual compensation will be approximately $45,000, for a gross payroll addition more than $6.0 M annually. The multiplier impact of the additional payroll on the overall economy would generally indicate a gross number of somewhere between a 1.5 and 2.0 times impact, which results in an overall economic impact of the new payroll to between $9.0 M and $12.0 M.

Appendix A – Sensitivity Analysis, which can be found at the end of the project plan, includes a scenario where Phase 4, future manufacturing facility, is not undertaken. Based on the elimination of the $11.4 M future manufacturing facility, which for the purposes of this plan is not anticipated until calendar year 2027, the overall cash flow of the TID would result in the closing date of the TID being pushed to 2033, two years later than the projected closure if Phase 4 is completed.

Increment Revenue Projections

Village of Germantown

Tax Increment District #7

Tax Increment Projection Worksheet

Type of District	Industrial	Base Value	9,642,400
Creation Date	December 18, 2017	Appreciation Factor	0.00%
Valuation Date	Jan 1, 2018	Base Tax Rate	$17.68
Max Life (Years)	20	Rate Adjustment Factor	0.00%
Expenditure Periods/Termination	15 12/18/2032		
Revenue Periods/Final Year	20 2039		
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	3.00%
Adverse Impact Eligibility		Taxable Discount Rate	4.50%
Recipient District	No		

Apply to Base Value

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
1	2018	9,000,000	2019	0	9,000,000	2020	$17.68	**159,103**	154,469	152,252
2	2019	6,400,000	2020	0	15,400,000	2021	$17.68	**272,243**	411,084	401,553
3	2020	0	2021	0	15,400,000	2022	$17.68	**272,243**	660,225	640,119
4	2021	0	2022	0	15,400,000	2023	$17.68	**272,243**	902,110	868,411
5	2022	0	2023	0	15,400,000	2024	$17.68	**272,243**	1,136,949	1,086,873
6	2023	0	2024	0	15,400,000	2025	$17.68	**272,243**	1,364,948	1,295,927
7	2024	0	2025	0	15,400,000	2026	$17.68	**272,243**	1,586,307	1,495,979
8	2025	0	2026	0	15,400,000	2027	$17.68	**272,243**	1,801,218	1,687,416
9	2026	0	2027	0	15,400,000	2028	$17.68	**272,243**	2,009,869	1,870,610
10	2027	11,400,000	2028	0	26,800,000	2029	$17.68	**473,774**	2,362,402	2,175,686
11	2028	0	2029	0	26,800,000	2030	$17.68	**473,774**	2,704,666	2,467,625
12	2029	0	2030	0	26,800,000	2031	$17.68	**473,774**	3,036,961	2,746,992
13	2030	0	2031	0	26,800,000	2032	$17.68	**473,774**	3,359,578	3,014,329
14	2031	0	2032	0	26,800,000	2033	$17.68	**473,774**	3,672,798	3,270,154
15	2032	0	2033	0	26,800,000	2034	$17.68	**473,774**	3,976,895	3,514,962
16	2033	0	2034	0	26,800,000	2035	$17.68	**473,774**	4,272,135	3,749,229
17	2034	0	2035	0	26,800,000	2036	$17.68	**473,774**	4,558,776	3,973,407
18	2035	0	2036	0	26,800,000	2037	$17.68	**473,774**	4,837,068	4,187,932
19	2036	0	2037	0	26,800,000	2038	$17.68	**473,774**	5,107,255	4,393,219
20	2037	0	2038	0	26,800,000	2039	$17.68	**473,774**	5,369,572	4,589,666
	Totals	**26,800,000**		**0**			**Future Value of Increment**	**7,548,557**		

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Version 3

Cash Flow

Village of Germantown

Tax Increment District #7

Cash Flow Projection - Option 1

	Projected Revenues				Expenditures									Balances			
					G.O. Bond			Municipal Revenue Obligation (MRO)									
Year		Interest			2,230,000			708,000									
	Tax	Earnings/	Capitalized	Total	Dated Date:	03/01/18		Dated Date:					Total			Principal	
	Increments	(Cost)	Interest	Revenues	Principal	Est. Rate	Interest	Principal	Est. Rate	Interest	TID Set Up	Admin.	Expenditures	Annual	Cumulative	Outstanding	Year
		0.50%			Note 1			Note 2									
2018			195,125	195,125			39,025				25,000		64,025	131,100	131,100	2,230,000	2018
2019		656		656			78,050					5,000	83,050	(82,395)	48,706	2,230,000	2019
2020	159,103	244		159,347		3.50%	78,050	38,341				5,000	121,391	37,956	86,661	2,230,000	2020
2021	272,243	433		272,676	125,000	3.50%	75,863	65,605				5,000	271,468	1,209	87,870	2,105,000	2021
2022	272,243	439		272,682	125,000	3.50%	71,488	65,605				5,000	267,093	5,590	93,460	1,980,000	2022
2023	272,243	467		272,710	125,000	3.50%	67,113	65,605				5,000	262,718	9,993	103,452	1,855,000	2023
2024	272,243	517		272,760	125,000	3.50%	62,738	65,605				5,000	258,343	14,418	117,870	1,730,000	2024
2025	272,243	589		272,832	130,000	3.50%	58,275	65,605				5,000	258,880	13,952	131,822	1,600,000	2025
2026	272,243	659		272,902	150,000	3.50%	53,375	65,605				5,000	273,980	(1,078)	130,744	1,450,000	2026
2027	272,243	654		272,897	150,000	3.50%	48,125	65,605				5,000	268,730	4,167	134,911	1,300,000	2027
2028	272,243	675		272,918	150,000	3.50%	42,875	65,605				5,000	263,480	9,437	144,348	1,150,000	2028
2029	473,774	722		474,495	225,000	3.50%	36,313	114,170				5,000	380,483	94,013	238,361	925,000	2029
2030	473,774	1,192		474,965	225,000	3.50%	28,438	30,648				5,000	289,086	185,880	424,241	700,000	2030
2031	473,774	2,121		475,895	225,000	3.50%	20,563					10,000	255,563	220,332	644,573	475,000	2031
2032	473,774	3,223		476,996	225,000	3.50%	12,688						237,688	239,309	883,882	250,000	2032
2033	473,774	4,419		478,193	250,000	3.50%	4,375						254,375	223,818	1,107,700	0	2033
2034	473,774	5,539		479,312		3.50%	0						0	479,312	1,587,012	0	2034
2035	473,774	7,935		481,709		3.50%	0						0	481,709	2,068,721	0	2035
2036	473,774	10,344		484,117		3.50%	0						0	484,117	2,552,838	0	2036
2037	473,774	12,764		486,538		3.50%	0						0	486,538	3,039,376	0	2037
2038	473,774	15,197		488,971	0	3.50%	0	(0)					(0)	488,971	3,528,347	0	2038
2039	473,774	17,642		491,415									0	491,415	4,019,762	0	2039
Total	7,548,557	86,430	195,125	7,830,112	2,230,000		777,350	708,000		0	25,000	70,000	3,810,350				Total

Notes:

1 Assumes the debt payment for the Village infrastructure does not exceed 75.90% of the incremental revenues available.

2 Assumes the Municipal Revenue Obligation note is payable only from dollars available after Village's debt obligation is paid, and does not accrue interest charges

Version 3

Section 11: Annexed Property

There are no lands proposed for inclusion within the District that were annexed by the Village on or after January 1, 2004.

Section 12: Estimate of Property to be Devoted to Retail Business

Pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1, the Village estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

Section 13: Proposed Zoning Ordinance Changes

The first three phases of the J.W. Speaker campus expansion will not require any zoning changes. However, future development of the area adjacent to Goldendale Road (Map Ref #3), including the construction/relocation of the J.W. Speaker Whitney Drive Facility and operations, will require that the area be rezoned from A-1: Agricultural to an alternative zoning prior to development. At the time of the drafting of this document, the Village Board was considering, but had not yet approved, the creation of a special "M-1: Limited Industrial Planned Development District" that would be applied to the entire TID #7 area.

The Village further acknowledges that any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.

Section 14: Proposed Changes in Master Plan, Map, Building Codes and Village of Germantown Ordinances

At the time of the drafting of this document, the Village Board was considering, but had not yet approved, the following proposed amendments to the Village's 2020 Land Use Plan:

1. Change approximately 31.1 acres classified as "Agricultural/Conservation Residential" to "Industrial/Office (Map Reference #3 – Page 7)
2. Change approximately 8.6 acres classified as "Low Density Residential" to "Industrial/Office

(Map Reference #4 – Page 7)

3. Expand the 2020 Sanitary Sewer Service Area (SSA) boundary to include the 39.7 acre Mayer/Neu property (Map Reference #3 – Page 7).

Section 15: Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the Village will follow applicable Wisconsin Statutes Section chapter 32.

Section 16: Orderly Development of the Village of Germantown

The District contributes to the orderly development of the Village by providing the opportunity for continued growth in tax base, job opportunities and general economic activity. The expansion of the J.W. Speaker facility in this location will enhance the existing J.W. Speaker facility and will allow for limited expansion of the Village's utility foot print. The expansion of the utility footprint is orderly and does not open excessive lands for other development.

Section 17: List of Estimated Non-Project Costs

Non-Project costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds.

The Village does not expect to incur any non-project costs in the implementation of this Project Plan.

Section 18: Opinion of Attorney for the Village of Germantown Advising Whether the Plan is Complete and Complies with Wisconsin Statutes 66.1105

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JANE C. KASSIS,
LEGAL SECRETARY

December 18, 2017

Honorable Dean R. Wolter
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

Re: Germantown Tax Increment District No. 7 Project Plan

Dear President Wolter:

In my role as Village Attorney for the Village of Germantown, I have reviewed the Project Plan for Germantown Tax Increment District No. 7. Following that review, it is my opinion that the Project Plan is complete and that it complies with the requirements of Wis. Stat. § 66.1105(4)(f).

Please let me know if I can be of any further assistance on this matter.

Very truly yours,

Brian C. Sajdak
Village Attorney

cc: Ms. Deanna Boldrey, Village Clerk
Mr. Steven Kreklow, Village Administrator
Mr. James Mann

Exhibit A: Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.

	Statement of Taxes Data Year:		2016			
				Percentage		
	County		6,193,167	14.12%		
	Technical College		3,026,879	6.90%		
	Municipality		13,617,766	31.04%		
	School District:		21,030,375	47.94%		
	Total		43,868,187			
Revenue Year	County	Municipality	School District	Technical College	Total	Revenue Year
2020	22,462	49,390	76,274	10,978	159,103	2020
2021	38,434	84,511	130,513	18,785	272,243	2021
2022	38,434	84,511	130,513	18,785	272,243	2022
2023	38,434	84,511	130,513	18,785	272,243	2023
2024	38,434	84,511	130,513	18,785	272,243	2024
2025	38,434	84,511	130,513	18,785	272,243	2025
2026	38,434	84,511	130,513	18,785	272,243	2026
2027	38,434	84,511	130,513	18,785	272,243	2027
2028	38,434	84,511	130,513	18,785	272,243	2028
2029	66,886	147,071	227,127	32,690	473,774	2029
2030	66,886	147,071	227,127	32,690	473,774	2030
2031	66,886	147,071	227,127	32,690	473,774	2031
2032	66,886	147,071	227,127	32,690	473,774	2032
2033	66,886	147,071	227,127	32,690	473,774	2033
2034	66,886	147,071	227,127	32,690	473,774	2034
2035	66,886	147,071	227,127	32,690	473,774	2035
2036	66,886	147,071	227,127	32,690	473,774	2036
2037	66,886	147,071	227,127	32,690	473,774	2037
2038	66,886	147,071	227,127	32,690	473,774	2038
2039	66,886	147,071	227,127	32,690	473,774	2039
	1,065,681	2,343,258	3,618,773	520,846	7,548,557	

Notes:

The projection shown above is provided to meet the requirments of Wisconsin Statute 66.1105(4)(i)4.

Appendix A: Sensitivity Analysis

Village of Germantown

Tax Increment District #7

Tax Increment Projection Worksheet - Sensitivity Analysis

Type of District	Industrial	Base Value	0
Creation Date	December 4, 2017	Appreciation Factor	0.00%
Valuation Date	Jan 1, 2018	Base Tax Rate	$17.68
Max Life (Years)	20	Rate Adjustment Factor	0.00%
Expenditure Periods/Termination	15 12/4/2032		
Revenue Periods/Final Year	20 2039		
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	3.00%
Adverse Impact Eligibility		Taxable Discount Rate	4.50%
Recipient District	No		

Apply to Base Value

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
1	2018	9,000,000	2019	0	9,000,000	2020	$17.68	**159,103**	154,469	152,252
2	2019	6,400,000	2020	0	15,400,000	2021	$17.68	**272,243**	411,084	401,553
3	2020	0	2021	0	15,400,000	2022	$17.68	**272,243**	660,225	640,119
4	2021	0	2022	0	15,400,000	2023	$17.68	**272,243**	902,110	868,411
5	2022	0	2023	0	15,400,000	2024	$17.68	**272,243**	1,136,949	1,086,873
6	2023	0	2024	0	15,400,000	2025	$17.68	**272,243**	1,364,948	1,295,927
7	2024	0	2025	0	15,400,000	2026	$17.68	**272,243**	1,586,307	1,495,979
8	2025	0	2026	0	15,400,000	2027	$17.68	**272,243**	1,801,218	1,687,416
9	2026	0	2027	0	15,400,000	2028	$17.68	**272,243**	2,009,869	1,870,610
10	2027	0	2028	0	15,400,000	2029	$17.68	**272,243**	2,212,444	2,045,915
11	2028	0	2029	0	15,400,000	2030	$17.68	**272,243**	2,409,118	2,213,670
12	2029	0	2030	0	15,400,000	2031	$17.68	**272,243**	2,600,064	2,374,202
13	2030	0	2031	0	15,400,000	2032	$17.68	**272,243**	2,785,448	2,527,821
14	2031	0	2032	0	15,400,000	2033	$17.68	**272,243**	2,965,433	2,674,825
15	2032	0	2033	0	15,400,000	2034	$17.68	**272,243**	3,140,175	2,815,499
16	2033	0	2034	0	15,400,000	2035	$17.68	**272,243**	3,309,828	2,950,115
17	2034	0	2035	0	15,400,000	2036	$17.68	**272,243**	3,474,540	3,078,934
18	2035	0	2036	0	15,400,000	2037	$17.68	**272,243**	3,634,454	3,202,205
19	2036	0	2037	0	15,400,000	2038	$17.68	**272,243**	3,789,710	3,320,169
20	2037	0	2038	0	15,400,000	2039	$17.68	**272,243**	3,940,445	3,433,052
	Totals	**15,400,000**		**0**			**Future Value of Increment**	**5,331,721**		

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Version 3

Village of Germantown

Tax Increment District #7

Cash Flow Projection - Option 1 (Sensitivity Analysis)

Year	Projected Revenues				Expenditures									Balances			Year
					G.O. Bond 2,230,000			Municipal Revenue Obligation (MRO) 708,000									
	Tax Increments	Interest Earnings/ (Cost)	Capitalized Interest	Total Revenues	Dated Date: Principal	03/01/18 Est. Rate	Interest	Dated Date: Principal	Est. Rate	Interest	TID Set Up	Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding	
		0.50%			Note 1			Note 2									
2018			195,125	195,125			39,025				25,000		64,025	131,100	131,100	2,230,000	2018
2019		656		656			78,050					5,000	83,050	(82,395)	48,706	2,230,000	2019
2020	159,103	244		159,347		3.50%	78,050	38,341				5,000	121,391	37,956	86,661	2,230,000	2020
2021	272,243	433		272,676	125,000	3.50%	75,863	65,605				5,000	271,468	1,209	87,870	2,105,000	2021
2022	272,243	439		272,682	125,000	3.50%	71,488	65,605				5,000	267,093	5,590	93,460	1,980,000	2022
2023	272,243	467		272,710	125,000	3.50%	67,113	65,605				5,000	262,718	9,993	103,452	1,855,000	2023
2024	272,243	517		272,760	125,000	3.50%	62,738	65,605				5,000	258,343	14,418	117,870	1,730,000	2024
2025	272,243	589		272,832	130,000	3.50%	58,275	65,605				5,000	258,880	13,952	131,822	1,600,000	2025
2026	272,243	659		272,902	150,000	3.50%	53,375	65,605				5,000	273,980	(1,078)	130,744	1,450,000	2026
2027	272,243	654		272,897	150,000	3.50%	48,125	65,605				5,000	268,730	4,167	134,911	1,300,000	2027
2028	272,243	675		272,918	150,000	3.50%	42,875	65,605				5,000	263,480	9,437	144,348	1,150,000	2028
2029	272,243	722		272,965	225,000	3.50%	36,313	65,605				5,000	331,918	(58,953)	85,395	925,000	2029
2030	272,243	427		272,670	225,000	3.50%	28,438	65,605				5,000	324,043	(51,373)	34,023	700,000	2030
2031	272,243	170		272,413	225,000	3.50%	20,563	13,607				10,000	269,170	3,244	37,266	475,000	2031
2032	272,243	186		272,429	225,000	3.50%	12,688						237,688	34,742	72,008	250,000	2032
2033	272,243	360		272,603	250,000	3.50%	4,375						254,375	18,228	90,236	0	2033
2034	272,243	451		272,694		3.50%	0						0	272,694	362,931	0	2034
2035	272,243	1,815		274,058		3.50%	0						0	274,058	636,988	0	2035
2036	272,243	3,185		275,428		3.50%	0						0	275,428	912,416	0	2036
2037	272,243	4,562		276,805		3.50%	0						0	276,805	1,189,221	0	2037
2038	272,243	5,946		278,189	0	3.50%	0	0					0	278,189	1,467,410	0	2038
2039	272,243	7,337		279,580									0	279,580	1,746,990	0	2039
Total	5,331,721	30,494	195,125	5,557,340	2,230,000		777,350	708,000		0	25,000	70,000	3,810,350				Total

Notes:

1 Assumes the debt payment for the Village infrastructure does not exceed 75.90% of the incremental revenues available.

2 Assumes the Municipal Revenue Obligation note is payable only from dollars available after Village's debt obligation is paid, and does not accrue interest charges

Version 3

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JANE C. KASSIS,
LEGAL SECRETARY

December 18, 2017

Honorable Dean R. Wolter
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

Re: Germantown Tax Increment District No. 7 Project Plan

Dear President Wolter:

In my role as Village Attorney for the Village of Germantown, I have reviewed the Project Plan for Germantown Tax Increment District No. 7. Following that review, it is my opinion that the Project Plan is complete and that it complies with the requirements of Wis. Stat. § 66.1105(4)(f).

Please let me know if I can be of any further assistance on this matter.

Very truly yours,

Brian C. Sajdak
Village Attorney

cc: Ms. Deanna Boldrey, Village Clerk
Mr. Steven Kreklow, Village Administrator
Mr. James Mann

VILLAGE OF GERMANTOWN
JOINT REVIEW BOARD
November 29, 2017

1. Call to Order

Village Attorney Brian C. Sajdak called the meeting to order at 5:37 p.m.

Roll Call Members present were Germantown School District Business Manager Ric Erickson representing the Germantown School District; County Supervisor Tim Michalak representing Washington County; Milwaukee Area Technical College Vice President of the Mequon Campus Dr. Wilma Bonaparte representing Milwaukee Area Technical College. Others present were Maureen Holsen of Ehlers, Village Attorney Sajdak, Village Administrator Kreklow, Village Finance Director Rath, and Village Community Development Director Retzlaff. Village President Wolter representing the Village of Germantown arrived at 6:02 p.m.

Introductions were made among the various representatives present.

2. Appointment of Citizen Member

MOTION (Michalak/Bonaparte) to appoint Jim Sedgwick as the Citizen Member to the Joint Review Board. Motion carried: 3 Ayes, 0 Noes.

3. Election of Chairperson

MOTION (Michalak/Sedgwick) to appoint President Wolter as the Chair of the Joint Review Board. Motion Carried: 4 Ayes, 0 Noes.

MOTION (Michalak/Sedgwick) to appoint Ric Ericksen as Chair *Pro Tempore*. Motion Carried: 4 Ayes, 0 Noes.

4. Discuss Responsibilities of Joint Review Board

Ms. Holsen presented an overview of the responsibilities of the Joint Review Board.

5. Discuss & Review Project Plan for TID 7

Ms. Holsen reviewed the Project Plan for TID 7 with the Members. President Wolter arrived at 6:02 p.m. Discussion and questions among members took place.

6. Set Next Meeting Date

The next meeting was set for Tuesday, January 2, 2018 at 5:30 p.m.

7. Review of Annual PE-300 Reports and the Performance and Status of Village TIDS

a. Tax Increment District No. 4.

Ms. Holsen reviewed the 2017 Annual Report for Tax Increment District No. 4.

b. Tax Increment District No. 6

Ms. Holsen reviewed the 2017 Annual Report for Tax Increment District No. 6.

8. Resolution Acknowledging Filing of Annual Reports and Compliance with Annual Meeting Requirement

MOTION (Ericksen/Bonaparte) to Approve the Resolution Acknowledging Filing of Annual Reports and Compliance with Annual Meeting Requirement for TID No. 4 and TID No. 6. Motion Carried: 5 Ayes, 0 Noes.

9. Adjourn

MOTION (Ericksen/Michalak) to adjourn the meeting at 7:17 p.m. Motion Carried: 5 Ayes, 0 Noes.

Respectfully submitted,

Brian C. Sajdak, Village Attorney

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. 24 – 17

RESOLUTION APPROVING THE PROJECT PLAN AND ESTABLISHING THE BOUNDARIES FOR AND THE CREATION OF TAX INCREMENTAL DISTRICT NO. 7, VILLAGE OF GERMANTOWN, WISCONSIN

WHEREAS, the Village of Germantown (the "Village") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the Village; and

WHEREAS, Tax Incremental District No. 7 (the "District") is proposed to be created by the Village as an industrial district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
b. An economic feasibility study;
c. A detailed list of estimated project costs;
d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
e. A map showing existing uses and conditions of real property in the District;
f. A map showing proposed improvements and uses in the District;
g. Proposed changes of zoning ordinances, master plan, map, building codes and Village ordinances;
h. A list of estimated non-project costs;
i. A statement of the proposed plan for relocation of any persons to be displaced;
j. A statement indicating how the District promotes the orderly development of the Village;
k. An opinion of the Village Attorney or of an attorney retained by the Village advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Washington County, the Germantown School District, and the Milwaukee Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on November 29, 2017 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the Village Board that it create such District and approve the Project Plan and

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown that:

1. The boundaries of the District that shall be named "Tax Incremental District No. 7, Village of Germantown", are hereby established as specified in Exhibit A of this Resolution.

2. The District is created effective as of January 1, 2018.

3. The Village Board finds and declares that:

   (a) Not less than 50% by area of the real property within the District is suitable for industrial sites within the meaning of Wisconsin Statutes Section 66.1101, and has been zoned for industrial use.

   (b) Based upon the findings, as stated in 3.a. above, the District is declared to be an industrial district based on the identification and classification of the property included within the District.

   (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.

   (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the Village, does not exceed 12% of the total equalized value of taxable property within the Village.

   (e) The Village estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).

   (f) The project costs relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.

   (f) Any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.

4. The Project Plan for "Tax Incremental District No. 7, Village of Germantown" (attached as Exhibit B) is approved, and the Village further finds the Plan is feasible and in conformity with the master plan of the Village.

BE IT FURTHER RESOLVED THAT the Village Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2018, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the Village Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the Village Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

Adopted this 18th day of December, 2017.

Introduced by: _____

Adopted: _____

Vote: Ayes: _____ Nays: _____

_____
Dean M. Wolter, Village President

ATTEST:

_____
Deanna L. Boldrey, WCMC/CMC
Village Clerk

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY

RESOLUTION NO. 25-2017

APPOINTMENT OF ELECTION INSPECTORS FOR THE
JANUARY 1, 2018 – DECEMBER 31, 2019 TERM

WHEREAS, the terms of the current Elections Inspectors will end on December 31, 2017, and,

WHEREAS, a list of Election Inspectors are attached, and,

NOW THEREFORE BE IT RESOLVED, that the attached list of Election Inspectors are approved for the January 1, 2018 – December 31, 2019 term.

Introduced by: _____

Adopted: _____

Vote: Ayes: _____ Nays: _____

_____
Dean M. Wolter, Village President

ATTEST:

_____
Deanna L. Boldrey, WCMC/CMC
Village Clerk

Last Name	First Name	Party Affiliation
Bezold	Marion	Republican
Sitzberger	Kathleen	Republican
Barr	Kristen	Democratic
Brady	Charlene	Democratic
Doherty	Phyllis	Democratic
Dunn	Janet	Democratic
Janzen	Noreen	Democratic
Klopfer	Margaret	Democratic
Klopfer	Richard	Democratic
Krause, Sr.	John	Democratic
Loberg	Virginia	Democratic
Mesa	Aurelio	Democratic
Reeder	Archie	Democratic
Thompson	Barry	Democratic
Yatchak	Christopher	Democratic
Adamec	Anne	Unaffiliated
Anderson	Douglas	Unaffiliated
Astin	Georgianne	Unaffiliated
Axt	Joanne	Unaffiliated
Bahr	Ken	Unaffiliated
Ball	David	Unaffiliated
Bargenquadst	Yvonne	Unaffiliated
Bethhauser	Emily	Unaffiliated
Blaubach	Holly	Unaffiliated
Brandau	Mark	Unaffiliated
Britton	Linda	Unaffiliated
Burnham	Marie	Unaffiliated
Burnham	Teresa	Unaffiliated
Busalacchi	Dianne	Unaffiliated
Buth	Barbara	Unaffiliated
Campbell	Alan	Unaffiliated
Clemins	Janice	Unaffiliated
Daniels	Patricia	Unaffiliated
Debord	Joy	Unaffiliated
Dolk	Anastasia	Unaffiliated
Doran	Ann	Unaffiliated
Drumm	Jean	Unaffiliated
Dudhat	Ami	Unaffiliated
Dunn	Janet	Unaffiliated
Dzik	Cassidy	Unaffiliated
Eck	Paulette	Unaffiliated
Ehlert	Shirley	Unaffiliated
Eiden	Carolyn	Unaffiliated
Ellner	Eleanor	Unaffiliated
Erickson	Sarah	Unaffiliated
Erickson	Susan	Unaffiliated
Fecke	Paulette	Unaffiliated
Feltz	Westin	Unaffiliated
Fenske	Joanne	Unaffiliated
Fraser	Chandler	Unaffiliated
French	Lorrane	Unaffiliated
Gehl	Marion	Unaffiliated
Gellelman	Joy	Unaffiliated
Geszvain	Peter	Unaffiliated
Gierach	Grace	Unaffiliated

Last Name	First Name	Party Affiliation
Gifford	Donald	Unaffiliated
Gifford	Enola	Unaffiliated
Goesch	Alyssa	Unaffiliated
Greenisen	Patricia	Unaffiliated
Greenisen	Russell	Unaffiliated
Guerin	Mary	Unaffiliated
Hafert	Susan	Unaffiliated
Hakenson	Caroline	Unaffiliated
Harebo	Elizabeth	Unaffiliated
Haven	Janet	Unaffiliated
Heili	Mike	Unaffiliated
Henrich	Jonathan	Unaffiliated
Hoff	Kathryn	Unaffiliated
Hoffmeier	Barbara	Unaffiliated
Honhorst	Kamryn	Unaffiliated
Horn	Kathleen	Unaffiliated
Houdek	Ashley	Unaffiliated
Hull	Charlene	Unaffiliated
Jackson	Linda	Unaffiliated
Jacobson	Marvin	Unaffiliated
Janzen	Norine	Unaffiliated
Joerres	Cynthia	Unaffiliated
Johnson	Diane	Unaffiliated
Johnson	Janet	Unaffiliated
Johnson	Janis	Unaffiliated
Kickbush	Patricia	Unaffiliated
Kloehn	Dolores	Unaffiliated
Kloth	Dennis	Unaffiliated
Kraemer	Karen	Unaffiliated
Kuenzi	Maria	Unaffiliated
Lauderdale	Mary	Unaffiliated
Lick	Roger	Unaffiliated
Lick	Emily	Unaffiliated
Loberg	Virginia	Unaffiliated
Loftus	John	Unaffiliated
Lueders	Sharon	Unaffiliated
Miller	Carol	Unaffiliated
Miller	Linda	Unaffiliated
Montijo	Victoria	Unaffiliated
Murray	Kristine	Unaffiliated
Nieman	Bernice	Unaffiliated
Nitsche	Luke	Unaffiliated
Nordman	MaryAnn	Unaffiliated
Oberg	Janice	Unaffiliated
Osborne	Catherine	Unaffiliated
Pagel	Jennifer	Unaffiliated
Pavon	Kataline	Unaffiliated
Pedersen	Siane	Unaffiliated
Peters	Dianne	Unaffiliated
Pluta	Carol	Unaffiliated
Prinslow	Gail	Unaffiliated
Pritchard	Jean	Unaffiliated
Pvon	Marina	Unaffiliated
Rampson	David	Unaffiliated
Rampson	Nicole	Unaffiliated
Richter	Mercedes	Unaffiliated
Roberts	Gail	Unaffiliated

Last Name	First Name	Party Affiliation
Rowe	Carrie	Unaffiliated
Schilter	Susan	Unaffiliated
Schlosser	William	Unaffiliated
Schmeling	Patricia	Unaffiliated
Schmelzer	Frederick	Unaffiliated
Schneider	Lukas	Unaffiliated
Schopf	Randall	Unaffiliated
Schulties	Rita	Unaffiliated
Schulties	Mary	Unaffiliated
Sellers	Judith	Unaffiliated
Skomski	Gerald	Unaffiliated
Smith	Pamela	Unaffiliated
Spitza	Gwendolyn	Unaffiliated
Sporaa	Harriet	Unaffiliated
Stanek	Stephen	Unaffiliated
Stieve	AnnMarie	Unaffiliated
Stroik	Julie	Unaffiliated
Szada	Carly	Unaffiliated
Tanna	Prithvi	Unaffiliated
Tatalovich	Susan	Unaffiliated
Thiene	Clara	Unaffiliated
Vosen	Darlene	Unaffiliated
Wedal	Megan	Unaffiliated
Weisenberger	Vicki	Unaffiliated
Wessel	Maxwell	Unaffiliated
Witney	John	Unaffiliated
Worden	Susan	Unaffiliated
Zangl	Pamela	Unaffiliated
Zolandz	Phyllis	Unaffiliated

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: Monday, December 18, 2017

AGENDA ITEM: New Business

ITEM TITLE: 2018 Fireworks Contract

SUBMITTED BY: Mark Schroeder, Park & Recreation Director

SUMMARY EXPLANATION:
Attached is the fireworks contract with Wolverine Fireworks Company for the 2018 4th of July Festival. This will be the second consecutive year the village has contracted with Wolverine. By signing a vendor contract before the end of 2017, Wolverine can take advantage of the end of the year pricing on supplies, and pass this on to the customer.

The 2018 contract amount, including the 2.5% material handling fee is $14,862.50. The Kiwanis Club will contribute $7,431 by paying the deposit on or before January 1, 2018, with the village paying the remaining 50% with the July 2018 payables.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER__X__

RECOMMENDATION:
Staff recommends that the Village Board approve the 2018 fireworks contract with Wolverine Fireworks Company in an amount of $14,500, plus the 2.5% material handling fee. It is also recommended that the board approve the village's $7,431 expenditure for July 2018 so the invoice can be paid within the 15 days outlined in the contract and avoid a 1.5% late fee.

WOLVERINE FIREWORKS DISPLAY, INC.
205 W. Seidlers Road
Kawkawlin, Michigan 48631
Phone: (989) 662-0121
Fax: (989) 662-0122

WISCONSIN WAREHOUSE:
Phone: (262) 968-4178
Fax: (262)968-2254
Wolverine Fireworks Display
PO Box 5
Genesee Depot, WI 53127

CONTRACT

This contract entered into this 5th day of December, 2017, by and between WOLVERINE FIREWORKS DISPLAY, INC., hereinafter referred to as **"WOLVERINE"** A Michigan Company, duly licensed by the BATFE, and **Village of Germantown**, hereinafter referred to as "Sponsor".

1. Wolverine agrees to furnish Sponsor, in accordance with the terms and conditions set forth herein, One (1) fireworks display as per this signed and accepted contract. This will include trained and qualified Pyrotechnicians to deliver, setup, execute and take down the pyrotechnic display.

2. Wolverine agrees to provide insurance coverage of Ten Million Dollars, Bodily Injury and Property Damage and the statutory limits for Worker's Compensation Insurance. The Sponsor will be named as additional insured on the certificate. This insurance covers the operations of Wolverine only and does not extend to any other aspect of the event.

3. The date of this display is: **July 4th, 2018** at: _____ pm. In the event of inclement weather, the display will be rescheduled for the **next night July 5th, 2018** at no additional cost to the Sponsor (dates around the 4th of July are excluded unless approved by Wolverine). In the event the display is rescheduled to a date not the next night, there will be an additional 15% cost added to the contract amount to cover additional expenses involved. In the event the Sponsor does not choose to reschedule another date or cannot agree to a mutually convenient date, the Sponsor shall pay the Contractor an amount equal to 40% to cover Wolverine's cost, damages, and expenses.

4. The cost of the display is: $**14,500.00 (EXEMPT)** plus tax (unless exempt). A deposit in the amount of: $**7,250.00** shall be made at the time of signing this agreement. The balance due shall be paid to Wolverine within 10 days following the display. A 2.5% Hazardous Material Handling fee will be added to the invoice (based on the display cost) along with any permit fees paid by Wolverine. There will be a 1.5% late charge added to the invoice on any outstanding amount not paid in full by the agreed upon date.

5. Sponsor, at Sponsor's expense, agrees to provide Wolverine with a suitable display site that meets the guidelines as set forth in NFPA 1123 and meeting the approval of Wolverine. All permits necessary for the display shall be the responsibility of the Sponsor. All necessary police, fire, and other appropriate protection necessary for proper crowd control, automobile parking, and display site security will be the responsibility of the Sponsor and in accordance with the provisions of NFPA 1123.

6. After the display, Wolverine will conduct a post display search of the area/fallout zone for any unexploded fireworks. Sponsor explicitly acknowledges that an early morning first light search of the Display Site as defined in NFPA 1123 is of utmost importance and the search will be conducted by the Sponsor. If any unexploded shells or devices are found, Wolverine will be contacted immediately to properly disposed of said material. Wolverine will be responsible for the removal of all equipment provided by Wolverine. Sponsor will be responsible for any remaining cleanup that may be required after the display.

7. Sponsor agrees to defend and hold Wolverine harmless from and against all claims and any penalties, damages, and costs made against and/or incurred by Wolverine in the event (1) the display does not commence on the date and time contemplated by this contract, or is otherwise disrupted as a result of equipment or product malfunction or failure, and/or (2) Sponsor's breach of its obligations under the contract.

8. The laws of the State of Wisconsin shall govern this contract. Nothing in this contract shall be construed as forming a partnership between the Sponsor and Wolverine. Neither party shall be held responsible for any agreements nor obligations not expressly provided for herein, and shall be severally responsible for their own separate debts and obligations.

9. This contract constitutes the entire agreement between the parties and shall be binding on the parties, their heirs, executors, administrators, successors, and assigns.

10. Any Additional Provisions:

WOLVERINE FIREWORKS DISPLAY, INC.

By:_____

Date Signed:____/____/_____

Address: 205 W. Seidlers Road
Kawkawlin, MI 48631
Gina.wolverinefireworks@gmail.com

VILLAGE OF GERMANTOWN

By:_____

Date signed_____/_____/_____

Address: PO Box 337
Germantown, WI 53022

Phone: 262-250-4715

Email: Mark Schroeder

mschroeder@village.germantown.wi.us

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: December 18, 2017

AGENDA ITEM: New Business

ITEM TITLE: Authorization for Blanket Purchase Order – Water Meters

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization for a Blanket Purchase Order for the continual purchase of water meters in year 2018.

Metron/Franier	**Boulder, CO**	**$150,000.00**

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _____

RECOMMENDATION:

The Public Works Committee recommended authorization to allocate $150,000 in the form of a blanket Purchase Order for the continuing purchase of water meters as needed throughout the 2018 meter install season.

Funds to be taken from the 2018 Capital budget Acct #50-180-183-3460

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.

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: December 18, 2017

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Contract- Wisconsin Testing Laboratories – Soil Boring & Analysis (Goldendale Road)

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

SUMMARY EXPLANATION:

As part of the proposed TID #7 Development, sanitary sewer & water main require extension from the existing utilities on Freistadt Road north to the south ROW of the Wisconsin & Southern RR. To accurately evaluate the soil conditions and perform a comprehensive design of the proposed sanitary sewer & water main soil borings & associated analysis of the soil must be performed. To this end the engineering staff recommends contracting with Wisconsin Testing Laboratories, LLC to perform eight (8) soil borings to a depth of 25 feet, analyze the soil from each boring and draft a boring log for each bore completed. These soil boring logs would be utilized in the overall design of the proposed sanitary sewer & water main extension on Goldendale Road. The attached proposal received from Wisconsin Testing Laboratories, LLC is in the amount of $6,860.00. The cost of the testing would be paid initially from a General Fund Account, which would be refunded by TID #7 after it is established.

ATTACHMENT: ORDINANCE_____ RESOLUTION____ OTHER _X__

- PROPOSAL- Wisconsin Testing Laboratories, LLC

RECOMMENDATION:

Staff is requesting the Village Board follow the recommendation from the Public Works & Highway Committee to approve the Village entering into an agreement with Wisconsin Testing Laboratories, LLC in the amount of $6,860.00.

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.

Wisconsin Testing Laboratories LLC

ATS

PROPOSAL - AGREEMENT

Project: Proposed Utility Installation **Date:** 11/28/2017

Location: Goldendale Road from Freistadt Road to the Wisconsin Central RR tracks

Contact: Bob Beilfuss, Village of Germantown

Scope:
- Eight (8) test borings to 25' depth or refusal
- Basic geotechnical laboratory testing
- Preparation of boring logs

Description	Quantity	Units	Rate	Total	Remarks
Preliminary Tasks					
Marking of Boring Locations	0	Hour	$ 150.00	$ -	by client
Obtaining Elevations at Boring Locations	0	Hour	150.00	-	by client
Obtaining Permits from County	0	Hour	120.00	-	by client
Utility Locate Request (Diggers Hotline)	1	L.S.	-	-	no charge
			Subtotal	$ -	
Drilling and Sampling					
Mobilization/Demobilization	1	L.S.	$ 350.00	$ 350.00	
Traffic Signs and Cones	2	Day	85.00	170.00	
Traffic Control (Flagging)	18	Hour	95.00	1,710.00	crew of two
Surface Concrete Penetration	0	Each	40.00	-	
Soil Drilling, Sampling & Backfilling*	200	L.F.	15.00	3,000.00	
Soil Auger Drilling & Backfilling	0	L.F.	10.00	-	
Additional ASTM D1586 Samples	18	Each	25.00	450.00	
Rock Drilling & Backfilling	0	L.F.	25.00	-	
Asphalt Patch	8	Each	15.00	120.00	
			Subtotal	$ 5,800.00	
Laboratory Testing					
Calibrated Penetrometer	50	Each	$ -	$ -	no charge
Moisture Content	30	Each	5.00	150.00	
Organic Content	2	Each	20.00	40.00	
Dry density	0	Each	7.00	-	
RIMAC Unconfined Compression	0	Each	10.00	-	
Grain Size Analysis	6	Each	40.00	240.00	
Atterberg Limits	0	Each	65.00	-	
			Subtotal	$ 430.00	

*ASTM D-1586 samples at 2.5' intervals

Wisconsin Testing Laboratories LLC

BBB ACCREDITED BUSINESS

PROPOSAL - AGREEMENT

Project: Proposed Utility Installation **Date:** 11/28/2017

Location: Goldendale Road from Freistadt Road to the Wisconsin Central RR tracks

Contact: Bob Beilfuss, Village of Germantown

Scope:
- Eight (8) test borings to 25' depth or refusal
- Basic geotechnical laboratory testing
- Preparation of boring logs

Description	*Quantity*	*Units*	*Rate*	*Total*	*Remarks*
Engineering Staff					
Project Coordination	1.5	Hour	$ 120.00	$ 180.00	P.E.
Examination & Classification of Samples	1.5	Hour	120.00	180.00	P.E.
Preparation of Boring Logs	3.0	Hour	90.00	270.00	E.I.T.
Analysis and Report Preparation	0.0	Hour	120.00	-	not requested
			Subtotal	$ 630.00	
			TOTAL ESTIMATED FEE	$ 6,860.00	

Anticipated Schedule:
Complete field work within 15 business days of authorization and submit logs about one week later.

Terms and Conditions:
See General Terms and Conditions attached.

Authorization:
Be it agreed between client identified below and Wisconsin Testing Laboratories, LLC (WTL), that WTL will provide services and client will in return compensate for same as outlined herein. It is understood that this proposal is an estimate based on the information provided and the anticipated site and subsurface conditions, and that the final cost will be based on the actual furnished services and quantities required to complete the investigation, at the above rates. The total estimated fee above is not to be exceeded without further approval of client.

All Testing Specialists, LLC	Client:
By: Date: 11/28/17	By (signature): Date:
Jeffrey G. Smith, P.E.	Name (print):
	Title:

W140 N5886 Lilly Road / Menomonee Falls, Wisconsin 53051-6046 / (262) 252-3300 / Fax (262) 252-5373

All Testing Specialists, LLC
General Terms and Conditions

1. Scope of Work: Wisconsin Testing Laboratories, LLC (hereinafter referred to as "WTL") shall include said company or its particular division, subsidiary, affiliate or subcontractor these Terms and Conditions. WTL will not be liable for any work, advice, judgment or decision based on any inaccurate or incomplete information furnished by Client or contractors engaged by or for the Client, and Client will indemnify WTL against liability resulting from same.

2. Access to Site: Client will arrange and provide such access to the site as is necessary for WTL to perform the work, including any necessary permits and right-of-access. WTL shall make reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, WTL has not included in its fee proposal the cost of restoration of damage which may occur. If client desires or requires WTL to restore the site to its former condition, upon written request WTL will perform such additional work as is necessary to do so and client agrees to pay to WTL the cost thereof.

3. Utilities and Subsurface Structures: Client will advise WTL of any known or suspected subsurface objects, structures, lines or conduits. WTL will take all reasonable precautions to avoid damaging underground utility lines identified by the local one-call locating service. Unless WTL has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits not owned by members of the local one-call locating service, client agrees to defend, indemnify and save WTL harmless from all claims, suites, losses, costs and expenses, including reasonable attorney's fees, resulting from contact with such subsurface or latent objects, structures, lines or conduits.

4. Payment: Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay WTL's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.

5. Ownership of Documents: Reports, plans and other work prepared by WTL will remain the property of WTL and shall not be used by Client for any purpose other than that stated. The Client agrees that all reports and other work furnished to the Client and its agents not paid for in full will be returned to WTL upon demand and will not be used for licensing, permits, design and/or construction.

6. Warranty: WTL's services will be performed, its findings obtained and its reports prepared in accordance with this agreement and with generally accepted principles and practices. In performing its professional services, WTL will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in WTL reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

7. Indemnity: Subject to the foregoing limitations, WTL agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of WTL's negligence to the extent of WTL's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suite, cause of action, claim or counterclaim against WTL, the party initiating such action shall pay to WTL the costs and expenses incurred by WTL to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that WTL shall prevail in such suit.

8. Professional Liability: The aggregate liability of WTL and that of it's members, officers, directors, employees, agents and subcontractors due to any negligent professional acts, errors and omissions shall be limited to $50,000.00 or the limit amount of WTL's Professional Liability insurance, less claim expenses, whichever is less.

9. Termination: This Agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, WTL shall be compensated by client for all services performed up to and including the termination date, including reimbursable expense, and for the completion of such services and records as are necessary to WTL's files in order and/or protect its professional reputation.

10. Entire Agreement: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertaking made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

BUSINESS OF THE VILLAGE BOARD
VILLAGE OF GERMANTOWN, WI

MEETING DATE: Monday, December 18, 2017

AGENDA ITEM: New Business

ITEM TITLE: Agreement between the Village of Germantown and the Aging & Disability Resource Center of Washington County for Year 2018

SUBMITTED BY: Mark Schroeder, Park & Recreation Director

SUMMARY EXPLANATION:
For many years, a cooperative relationship has existed between the Village of Germantown and Washington County for the use of the Village's Senior Center. Specifically, the village had two agreements with the county; 1) a $600/year rental agreement for use of the senior center for the county nutrition program, and 2) a $6,000 county grant to help provide senior programs to the community.

On November 27th, village staff meet with the county to discuss the 2018 agreement. For 2018, due to budget cuts, the village was informed that the county will be going to one agreement whereby the county would no longer pay the $600/yr. rental, and the village could realize up to $6,000 in grant monies for the year, not as an annual payment, but on a reimbursable basis, based on the list of approved programs/activities noted in the agreement. The agreement also noted that the village may only charge a maximum of $10 per participant for these eligible programs to qualify for expense reimbursement.

Monies associated with the facility rental and county grant had already been earmarked in the Village budget as a revenue. Staff is currently reviewing a list of current senior programs and activities that may qualify for grant program reimbursement and potential revenue for the village. Staff last contacted county staff on December 7th requesting the most recent version of the agreement.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER____

RECOMMENDATION:
The village and the county have enjoyed a cooperative relationship for many years. The county serves over 14,000 senior center and home delivered meals through the nutrition program each year, in addition to providing programs to the seniors of the community.