

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, May 21, 2018 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 Heads.
- 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: May 7, 2018 Regular Village Board Meeting
 - B. Accounts payable/payroll
 - 1. May 10, 2018 Accounts Payable \$ 1,142,144.59
 - 2. May 15, 2018 Payroll (Salary & Hourly) \$ 311,330.86
 - C. Operator’s Licenses: Kody Bartel, Elliot Cunningham, Dawn Evans, Bobbi Jo Gabrielsen, James Heimann, Amy Keller, Lana Kisley, Jeremy Long, Shelby Milner, Alan Marquardt, Caitlin Siesco, Shawn Stinson, Eileen Stroud, Paul Thomas, Sara Jane Viduski, Melissa Sue Weber, Karl Wendtlandt, Michael Willavage, [Recommended].

VIII. **CONSENT AGENDA (Continued):**

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

- D. Refurbishment of Ladder Truck 1771 – Fire Department, in an amount not to exceed \$200,000, Pierce Manufacturing.

License Renewals: All premise license recommendations / approvals to be conditional upon completion of all documentation, compliance of all code violations/requirements and monies owed to the village paid prior to issuance of licenses in addition to any other conditions noted.

E. **RENEWALS: "Class B" Fermented Malt Beverage and Intoxicating Liquor Licenses:**

1. Aldo's Pizza & Pub, LLC, Dwayne Ketterer, Agent, 584 Jordan Circle, Colgate, d/b/a **Aldo's Pizza & Pub**, W156 N11058 Pilgrim Rd. (includes an outside dining area of approximately 30 feet in front of building to be open until 10:00 p.m.)
2. Barley Pop Brew Haus, LLC, Deborah Reinbold, Agent, 1388 Parkview Dr, Hubertus, d/b/a **Barley Pop Pub & Restaurant**, N116 W16137 Main Street. (includes Brew Haus and fenced outside extension on north side of building to be open until 10:00 p.m. and outside extension July 4, 2018 from the east end of the building to the western end, all the way to the sidewalk, during the July 4th parade beginning at 11:00 a.m.).
3. Blackstone Creek Golf Club Ltd., Troy D. Schmidt, Agent, N105 W14467 Wilson Circle, d/b/a **Blackstone Creek Golf Club**, N112 W17300 Mequon Road. (includes golf course property of 156 acres)
4. BSC LLC, Eric D Schroeder, Agent, 4619 W Bluemound Ct, Milwaukee, d/b/a **Big Sky Country**, W204 N11498 Goldendale Rd. (includes 8' x 55' outside patio on side open until 10:00 p.m.)
5. Bubs on Main, LLC, Scott H. Pecor, Agent, 306 W. Ravine Baye, Bayside, d/b/a **Bubs Irish Pub**, N116 W16218 Main St.
6. Blazin Wings, Inc., Jillian Cabanatuan, Agent, N96 W20309 County Line Rd., d/b/a **Buffalo Wild Wings**, N96 W17990 County Line Rd. (includes attached patio with hours restricted between 10:00 p.m. and 8:00 a.m.)
7. Maple Road, LLC, Boro Buzdum, Agent, 1804 Barton Ave., West Bend, d/b/a **Buzdum's Pub & Grill**, W188 N10515 Maple Rd. (Includes an outdoor patio area).
8. ERJ Dining III, LLC, Paul S. Thompson, Agent, 7188 W Fox Haven Court, Franklin, WI 53132, d/b/a **Chili's Grill & Bar**, N96 W18640 County Line Rd.
9. Eastern Kettle Moraine Moose Lodge 1238, Dan Walk, Agent, W211 N11863 Hilltop, d/b/a **E.K.M. Moose Lodge 1238**, W198 N10217 Appleton Ave., Germantown, WI 53022. (includes outside pavilion 22' x 20', and open area for Lodge picnics including buildings to be open until 10:00 p.m., 480' x 525' grounds area).
10. Florian Park, Inc., Ryan Rahl, Agent, 311 Preserve Way, Colgate, WI 53017, d/b/a **Florian Park Conference & Event Center**, N111 W18611 Mequon Rd, Germantown, WI 53022. (includes outside premise Willow Path, Willow Gardens, and Willow Point on south end of Willow Pond to be open until 10:00 p.m. and outdoor designated smoking area to the north of property).
11. KJ's Bar & Grill, Gerald Louis Wagner, Agent, N112 W21209 Mequon Rd., dba **KJ's Bar & Grill**, N112 W21209 Mequon Rd.

VIII. CONSENT AGENDA (Continued):

E. **RENEWALS: "Class B" Fermented Malt Beverage and Intoxicating Liquor Licenses (Continued):**

12. Germantown American Legion Post #1, Inc., James A. Heimann, Agent, 2584 Country Aire, Cedarburg, d/b/a **Germantown American Legion Post #1**, N120 W15932 Freistadt Rd.
13. JK GAM, LLC, Jon R. Gamroth, Agent, N104 W15303 Donges Bay Rd, d/b/a **Gamroth's Kuhburg Junction**, W140 N10385 Fond du Lac Ave.
14. Northridge Automotive Enterprises, Inc., David L. Iverson, Agent, N166 W19523 Ravens Way, Jackson, d/b/a **Ivee's at Main**, W157 N11618 Fond du Lac Ave. (includes outside patio in front of building until 10:00 p.m.)
15. La Chimenea LLC, Hector Jimenez, Agent, 2056 S 37th St., Milwaukee, d/b/a **La Chimenea**, N112 W15251 Mequon Rd. (includes 1100 sq. ft. outside patio to be open until 10:00 p.m.)
16. Lone Star, LLC, Karen Ann Pritzlaff, Agent, W204 N11912 Goldendale Rd., d/b/a **Lone Star**, W204 N11912 Goldendale Rd. (includes horseshoe courts, path, outside fenced area to be open until 10:00 p.m., and outside front porch area)
17. Marko's Pizza II Inc., Ken Ubert, Agent, 3943 Rosie Court, Colgate, d/b/a **Marko's Pizza II**, W156 N9664 Pilgrim Rd.
18. Metro Cigars, LLC, Jennifer Lynn Groh, Agent, 1671 Holy Hill Lane, Hubertus , d/b/a **Metro Cigars, LLC**, W182 N9606 Appleton Avenue #104.
19. Old Town WI, LLC, Brian A. Meyer, Agent, N26 W30227 Maple Ave., d/b/a **Old Town Beer Hall**, N116 W15841 Main Street. (includes outdoor deck open until 10:00 p.m.)
20. G-town Pub, LLC, Craig Braidigan, Agent, 2385 Scenic Hill Trail, Richfield, d/b/a **The Public House**, W207 W10466 Appleton Ave.
21. Robin L. Bird, LLC, Robin L. Bird, Agent, W188 N13367 Maple Rd, Richfield, d/b/a **Sports Corner Bar & Grill**, W187 N12793 Fond du Lac Avenue. (includes outside volleyball courts and smoking room to be open until 10:00 p.m.)
22. Christine A. Brockman, W157 N11638 Fond du Lac Avenue, d/b/a **Tiny T's**, W157 N11638 Fond du Lac Avenue, Germantown, WI 53022. (includes fenced outside premise on July 4, 2018 & August 18, 2018)
23. WI Bier Stube LLC, Brian A. Meyer, Agent, N26 W30227 Maple Ave., d/b/a **Von Rothenburg Bier Stube**, N116 W15863 Main Street. (includes outside fenced beer garden extended to parking lot open until 10:00 p.m.)

F. **Class "B" Fermented Malt Beverage and "Class C" Wine Licenses**

1. Zhengren Zheng, N111 W16424 Esquire Ct., d/b/a **China Kitchen**, N112 W16560 Mequon Rd.
2. Hung Hao LLC, Hung D. Lu, Agent, N109 W12628 Coneflower Cir., d/b/a **Hung Hao Restaurant**, N112 W15800 Mequon Rd.
3. **ST1X Golf Entertainment**, W164 N11271 Squire Dr., Agent, Robert Stafford 13985 N. Pine Bluff Rd., Mequon; Owners, Daniel Hughes and Ryan Hughes of N108 W6905 Berkshire St., Cedarburg.

G. **"Class B" (wine only) Winery License and Class "B" Fermented Malt Beverage**

1. Apple Works Winery LLC, Kevin H. Behnke, Agent, W179 N12536 Fond Du Lac Ave., d/b/a **Apple Works Winery/Behnke Estates**, W179 N12536 Fond Du Lac Ave. (Includes an Outside Premise Extension which includes an outdoor patio area and tent.)

VIII. CONSENT AGENDA (Continued):

H. "Class A" Fermented Malt Beverage and Intoxicating Liquor Licenses

1. **Aldi Inc.**, Michelle Kind, Agent, 5230 State Rd. 167, Hubertus, d/b/a **Aldi #67**, N96 W18838 County Line Rd.
2. **Cost Plus, Inc.**, Heather Lazar, Agent, 443 E Dover St., Milwaukee, d/b/a **Cost Plus World Market**, N96 W18970 County Line Rd.
3. **Colgate Gas, Inc.**, Didar Singh, Agent, W150 N7248 Paseo Lane, Menomonee Falls, d/b/a **County Line BP**, N96 W21962 County Line Rd.

I. "Class A" Fermented Malt Beverage and Intoxicating Liquor Licenses (Continued):

4. **Kwik Trip, Inc.**, Bethany A. Ohde, Agent, 6639 W. Bonniwell Rd., Mequon, d/b/a **Kwik Trip #631**, W188 N10963 Maple Rd.
5. **Ultra Mart Foods, LLC.**, Patricia L. Chastain, Agent, W63 N238 Fairfield Street, Cedarburg, d/b/a **Pick 'n Save #6357**, N112 W16200 Mequon Rd.
6. **B&B Inc of Milwaukee**, Asif Vadsaria, Agent, W151 N11492 Potomac Cir., dba **Quick Pick Food Mart**, N128 W21760 Holy Hill Rd.
7. **Sendik's Germantown LLC**, Theodore Balistreri, Agent, 5566 N. Diversey Blvd., Whitefish Bay, d/b/a **Sendik's Food Market**, N112 W15800 Mequon Rd.
8. **Speedway, LLC**, Richard Eastham, Agent, 2958 S. 90th St, West Allis, d/b/a **Speedway #4465**, W178 N9653 Riversbend Lane.
9. **Speedway, LLC**, Dawn Reith, Agent, N75 W222586 Cherry Hill Rd., Sussex, d/b/a **Speedway #4495**, W164 N11233 Squire Dr.
10. **Walgreen Co.**, Vickie Matt, Agent, 1411 Deer Trail Ct., Hubertus, d/b/a **Walgreens #05427**, W156 N11261 Pilgrim Rd.
11. **Wal-Mart Stores East, LP**, Shante T. Travis, Agent, 3115 Lilly Rd., Brookfield; d/b/a **Wal-Mart #1515**, W190 N9855 Appleton Ave. (Includes outside parking lot specifically designated for online grocery pick up.)
12. **NSM Enterprises LLC**, Naseem Abbas, Agent, N114 W15775 Sylvan Ct, #2, d/b/a **Willow Creek BP**, W201 N10451 Appleton Ave.

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

- J. Resolution 34-2018, Contract with Wisconsin DOT Salt Bid for 2018/2019.
- K. Resolution 35-2018, Washington County Highway Department to Paint Center Lines and Edge Lines in an amount not to exceed \$40,000.
- L. Resolution 36-2018, Repair of Wolf Haus in an amount not to exceed \$51,380.
- M. Blanket Purchase Order in an amount not to exceed \$25,000 with Ferguson Waterworks for manhole repair materials.
- N. Blanket Purchase Order in an amount not to exceed \$16,000 with Core and Main for the purchase of Ladtech manhole adjusting rings and materials.
- O. Blanket Purchase Order in an amount not to exceed \$20,000 with Adaptor, Inc. for the purchase of chimney seals and materials.
- P. Award Globe Contractors with the Prairie Way Water Main Project in an amount not to exceed \$112,370.

VIII. PUBLIC HEARING:

- A. None.

IX. NEW BUSINESS:

- A. Presentation on Appropriate and Best Use of Tax Increment Districts.
- B. Feasibility Analysis of a Possible Tax Increment Districts on land generally located east of USH41/45, north of Holy Hill Road, south of Rockfield Road and west of Goldendale Road.
- C. Resolution 37-2018, Release of Kiwanis Community Foundation Letter of Credit.
- D. Resolution 38-2018, J.W. Speaker Corporation Development Agreement.
- E. Resolution 39-2018 Awarding the Sale of \$2,480,000 General Obligation Community Development Bonds, Series 2018B; Providing the Form of the Bonds; and Levying a Tax in Connection Therewith.
- F. Ordinance 04-2018, An Ordinance to Create the Municipal Board of Absentee Ballot Canvassers.

X. ADJOURNMENT

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

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
May 7, 2018**

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

ROLL CALL: Present: President Wolter, Trustees Baum, Hughes, Kaminski, Miller, Myers, Warren, Wing, Zabel. Also present: Clerk Boldrey, and Attorney Sajdak.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT: Pres. Wolter announced that this is the first official meeting after the Spring Election. He welcomed all that won the election unopposed and newly elected Trustee Wing. Pres. Wolter commented he was disappointed to learn of the vandalism at the Gehl Performing Arts Pavilion. The Kiwanis gathered donations for the construction of the pavilion. Vandals had walked through wet cement and threw stones. The damage is estimated to be about \$4,000.

APPOINTMENTS:

A. Commissions/Boards/Committees

1. **Board of Review**
Alt. Member Lisa Filla 05/01/2018 – 04/30/2022
(completing prior alternate term)
2. **Board of Zoning Appeals**
Member Barry White 05/01/2018 – 04/30/2021
Member Philip Fritsche 05/01/2018 – 04/30/2021
Member Jim Hansen 05/01/2018 – 04/30/2021
Member Dan Campbell 05/01/2018 – 04/30/2021
3. **Plan Commission**
Member Matthew Kimmler 05/01/2018 – 04/30/2021
4. **Senior Center Advisory Committee**
Trustee Dan Wing 04/17/2018 – 04/20/2021
5. **Tourism Commission**
Trustee Jeffrey M. Hughes 05/15/2018 – 05/20/2019
Chamber Rep Lynn Grgich 05/15/2018 – 05/20/2019
Hotel Rep Sue Ciarro 05/15/2018 – 05/20/2019
Member Patricia Adair 05/15/2018 – 05/20/2019
Member Carroll Merry 05/15/2018 – 05/20/2019
Member Judy Rogers 05/15/2018 – 05/20/2019
6. **Library Board**
Member Ronald Seiser 05/15/2018 – 05/20/2021
Member Kim Musbach 05/15/2018 – 05/20/2021

MOTION (Baum/Zabel) to approve Appointments under Item A. Commissions / Boards / Committees. Pres. Wolter announced that Ronald Seiser does not want to serve on the Library Board any longer.

AMENDMENT MOTION by Zabel to defer the Senior Center Advisory Committee item to review the code. At the last Senior Center Advisory Committee meeting there was discussion of changing the code to allow for two Village Board Members instead of three and allowing for one more Village Resident. Second by Myer. The next meeting of the Senior Advisory is three months from now. Amendment motion carried unanimously. The motion as amended carried unanimously.

**ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC
INTEREST/DEPARTMENT AND COMMITTEE REPORTS:**

Trustees provided information on upcoming meeting dates and times.

Tr. Miller reminded that the annual Mia Fest Festivities will be held at Freidenfeld Park May 18 – May 20.

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

None.

CONSENT AGENDA:

A. Approval of Minutes: April 16, 2018 Regular Village Board Meeting

B. Accounts payable/payroll

1.	April 17, 2018	Payroll (Hourly)	\$ 218,070.58
2.	April 25, 2018	Accounts Payable	\$ 326,181.37
3.	April 30, 2018	Payroll (Salary)	\$ 90,610.17
4.	April 30, 2018	Accounts Payable	\$ 108,085.11
5.	May1, 2018	Payroll (Hourly)	\$ 224,772.76

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

C. Operator's Licenses: Naseem Abbas, Victoria Ahrens, Andrew Aldred, Frank Arena, Judy Arnold, Theresa Bach, Kayla Billmann, Jeffrey Bird, Erin Bird, Brian Boettcher, Andrew Brawn, William Brockman IV, David Burns, Jewelina Cook, Mellissa Czerwinski, Ann Davis, Bridget DeLeon, Kevin Dobson, Susan Drexler, Richard Eastham, Jonathan Engelmann, Mary Erickson, Dawn Fouche', Shawn Frank, Julie Friede, Sherry Gagliano, Kim Gamroth, Kayla Gleixner, Lisa Grad, Amanda Greenwood, Judith Greve, Paul Groh, Susan Goecks, Joseph Gutenkunst, Yvonne Hall, Kathryn Hanson, Susan Hanson, Charles Hargan, Denise Harthun, Anita Hauner, Jennifer Heisdorf, Jayme Hoff, Eric Hoffman, Chelsea Humphreys, David Iverson II, Jeffrey Jacobs, Bruce Javens, Susan Jesmok, Jodi Kanzenbach, Jeetendra Khinot, Dawn Kirchner, Karen Klever, Steve Koenig, Nicholas Koeppler, Kimberly Kohler, Ronald Kohls, Wayne Kohls-Guenther, Joseph Krajcik, Janice Krueger, Erik Lange, Emily Lazaris, Rebecca Leibiger, Matthew Levesley, Cassidy Liederbach, Alexander Lindenberg, Tayla Lofton, Adam Maciejczak, Daniel Marchewka, Paul McLeod, Janet Miller-Parkison, Jennifer Murray, Michael Nardelli, Heather Nellessen, Chad Nickerson, Ruth Numrich, William Numrich, Susan Oechsner, Nancy Oinas, Rick Perry, Suzanne Peyer, Justin Pischke, Michael Polski, Ashley Rahl, Cedric Reed, Cheryl Rhoades, Kevin Riley, Susan Roxbury, Wendy Sarwas, Ashley Satterlee, Shane Schallert, Teresa Schmitz, Ingolf Sam Schneider, James Schramm, Eric Schroeder, Caleb Siden, Cynthia Singsheim, Tara Smith, Pareshkumar Soni, Cassandra Tabbert, Carlton Tatreau, Michelle Thomas, Joel Timmerman Jr., Joel Timmerman III, Rebecca Ulik, Roberta Van Asten, Asif Vadsaria, Tamara Waterhouse, Tyrus Welch, Ashley Welnicke, Amy Westra, Jarrod Willoughby, Michael Willavage, Stephanie Wolf, Sheri Ziehlsdorf [Recommendation Forthcoming].

D. Police Department New Squad Equipment – in an amount not to exceed \$24,491.70, from General Fire Equipment.

The following items were forwarded from **Park and Recreation Commission** with a unanimous recommendation.

- E. Spassland Park Playground Design and Installation from Lee Recreation LLC in an amount not to exceed \$69,480, from Capital Improvements Projects. Engineered Wood Fiber Surfacing to be purchased and installed by the Village, from the Operating Budget in an amount not to exceed \$5,520.
- F. Resolution 33-2018 Germantown Junior Warhawks Field Usage Agreement.

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

- G. Setting of Interim Fire Chief Position Salary at \$83,083 retroactive to the appointment.

MOTION (Baum/Myers) to approve Consent Agenda Items A – G. Zabel commented he would like to pull the items E and F from the Park and Recreation Commission.

Roll call vote carried unanimously on items A-D and G.

Zabel commented that the Park and Recreation Commission is not a standing committee and its items are not for the Consent Agenda and that Item E should go through General Government and Finance.

MOTION (Zabel/Baum) for item E to go through General Government and Finance. Attorney Sajdak advised that the Board could suspend the rules and send the item through the Village Board. Warren questioned if the item was time sensitive. Director Schroeder commented that the item could be time sensitive and they would like to have installed by the end of September. This is a budgeted item and under budget. Motion Failed.

MOTION (Baum/Miller) to suspend the rules and take up item E this evening. Motion carried unanimously.

MOTION (Baum/Warren) to Approve item E. Spassland Park Playground Design and Installation from Lee Recreation LLC in an amount not to exceed \$69,480, from Capital Improvements Projects. Engineered Wood Fiber Surfacing to be purchased and installed by the Village, from the Operating Budget in an amount not to exceed \$5,520 as presented. Roll call vote carried unanimously.

MOTION (Zabel/Myers) to Approve Item F. Resolution 33-2018 Germantown Junior Warhawks Field Usage Agreement. Motion carried unanimously.

IX. PUBLIC HEARING:

- A. Paul & Jennifer Groh, Operators of Metro Cigars and Agent for MLG Germantown Investment, LLC, Property Owner – N102 W19455 Willow Creek Way, Willow Creek Business Park, Lot #5 of CSM 6782 – NE corner of Appleton Avenue & Willow Creek Way; Tax Key: GTNV 321-974. Conditional Use Permit for the operation of a Cigar Store and Bar/Lounge Operation pursuant to Section 17.33(3)(h) of the Zoning Code.

Pres. Wolter read the item. Planner Retzlaff came to the podium. The Metro Cigars conditional use application and proposal were reviewed. Metro Cigars would transfer their current liquor license to the new property. The Conditional Use Permit was recommended by the Plan Commission. The Plan Commission also conditionally approved the site and building plans.

Pres. Wolter read the public notice and opened the public hearing at 7:20 P.M.

No one spoke.

Pres. Wolter closed the public hearing at 7:22 P.M.

- B. William Wetterau, Agent for the William H. Wetterau Revocable Trust, Property Owner – W204 N12541 Goldendale Road & W204 N12660 Goldendale Road, Tax Key: GTNV 181-992 & 181-997-001. Rezoning Application from Rs-2: Residential Single Family & A-1: Agricultural Zoning District to the Rs-1: Residential Single Family and A-2: Agricultural Zoning District.

Pres. Wolter read the item. Planner Retzlaff came to the podium. He reviewed the application that Mr. Wetterau is seeking to divide approximately 40 acres of land from two parcels to parcels of different sizes. The proposal is to rezone and re-divide the land. The item was recommended by Plan Commission.

Pres. Wolter read the public notice and opened the public hearing at 7:23 P.M.

No one spoke.

Pres. Wolter closed the public hearing at 7:24 P.M.

- C. Amendments to the Zoning Code (Chapter 17) of the Village of Germantown Municipal Code: 17.42 (Conditional Use Permits); 17.51 (Changes and Amendments); and 17.53 (Public Hearings) affecting the conduct of public hearings for certain zoning-related matters including conditional use permits and Zoning Code Amendments.

Pres. Wolter read the item. Planner Retzlaff came to the podium. He reviewed the item related to zoning code amendments for public hearings. The first amendment would change the public hearing requirement from Village Board to the Plan Commission for Zoning Map District Amendments, Zoning Code Text Amendments, and Conditional Use Permits. This would allow the public to share information at the beginning of the review process and would allow the plan commission to make more informed recommendations to the Village Board. The second amendment is in regards to protest petitions and allows the ordinance to be consistent with state statutes. The zoning code changes were recommended by the Plan Commission. Both are to be effective January 1, 2019.

Pres. Wolter read the public notice and opened the public hearing at 7:29 P.M.

No one spoke.

Pres. Wolter closed the public hearing at 7:31 P.M.

- D. Chris Hitch, Trio Engineering, Agent for the Germantown School District, Property Owner, W154 N11492 Fond du Lac Avenue, W154 N11474 Fond du Lac Avenue and N114 W15450 Gettysburg Drive, Tax Key #233-983, 233-982 and 233-975 to (1) create an I: Institutional Planned Development District (I/PDD) pursuant to Sections

17.26 and 17.27 of the Zoning Code; **(2)** to Rezone properties from the Rs-6 Residential Single Family Zoning District and I: Institutional Zoning District into the newly created I/PDD Zoning District; **(3)** Adopt conditions & restrictions for the I/PDD Zoning District; and **(4)** Amend the Village of Germantown Comprehensive Plan 2020 Land Use Plan Map from the Medium Density Residential to Institutional/Governmental classification.

Pres. Wolter read the item. Planner Retzlaff came to the podium. He reviewed the items that are a result of the school district referendum. Director Retzlaff reviewed the current proposal that included the certified survey map, the Planned Development District to Institutional PDD for MacArthur School, and the Site Plan. The item included acquired residential lots. The Plan Commission recommended the item.

Pres. Wolter read the public notice and opened the public hearing at 7:35 P.M. Corey Chitwood of Gettysburg Drive commented he is for the expansion of the school; however, there is concern of the traffic, parking, and landscaping. The proposed pattern of the school traffic was shown on the map. Pres. Wolter closed the public hearing at 7:41 P.M.

X. NEW BUSINESS:

MOTION (Warren/Myers) to suspend the rules and take up item E in regards to Metro Cigars. Motion carried unanimously.

- E. Conditional Use Permit for the operation of a cigar store and bar/lounge operation. Paul & Jennifer Groh, Operators of Metro Cigars & MLG Germantown Investment, LLC, Property Owner of N102 W19455 Willow Creek Way, Lot #5 of CSM 6782 Willow Creek Way in the Willow Creek Business Park.

MOTION (Baum/Warren) having heard the testimony of residents, and listened to Director Retzlaff Summary, and Reviewed all of the Documents to Approve Conditional Use Permit as Presented, for the operation of a cigar store and bar/lounge operation. Paul & Jennifer Groh, Operators of Metro Cigars & MLG Germantown Investment, LLC, Property Owner of N102 W19455 Willow Creek Way, Lot #5 of CSM 6782 Willow Creek Way in the Willow Creek Business Park.

Zabel commented on the development of the lot he has an issue agreeing with the planner for this item in the business park. Wing commented on the planning and said this is a commercial corridor. Miller commented he spoke in favor of this item at Plan Commission as a citizen. He commented that this is a bonus lot based on the change of the road. This will help the TIF. This is a difficult lot to develop.

Motion carried, Zabel voted no.

- A. Deutschstadt Heritage Foundation Inc. Picnic License, Temporary Class “B” Fermented Malt Beverage and Wine for MaiFest May 18 – May 20, Freidenfeld Park, Tent on Country Aire Dr.

MOTION (Hughes/Myers) to Approve the Picnic License for Deutschstadt Heritage Foundation Inc., Temporary Class “B” Fermented Malt Beverage and Wine for MaiFest May 18 – May 20, Freidenfeld Park, Tent on Country Aire Dr. Motion carried unanimously.

B. Resolution 27-2018 – Adoption of Purchasing Policy.

MOTION (Zabel/Kaminski) to Approve Resolution 27-2018 Adoption of Purchasing Policy. Roll call vote carried unanimously.

C. Junk Dealer Establishment Application for Waste Management Recycle America LLC, W132 N10487 Grant Dr., Germantown WI 53022, Owner RAA Trucking LLC.

MOTION (Baum/Zabel) to Approve as presented, Junk Dealer Establishment Application for Waste Management Recycle America LLC, W132 N10487 Grant Dr., Germantown WI 53022, Owner RAA Trucking LLC. Motion carried unanimously.

D. Certified Survey Map, Jeffrey & Shelly Davis, N112 W20569 Mequon Road & Patrick & Carolyn Quella, N112 W20451 Mequon Road, Property Owners.

MOTION (Baum/Myers) to Approve, based on the presentation at the Plan Commission, the Certified Survey Map, Jeffrey & Shelly Davis, N112 W20569 Mequon Road & Patrick & Carolyn Quella, N112 W20451 Mequon Road, Property Owners. Motion carried unanimously.

F. Ordinance 07-2018, Rezoning from Rs-2: Residential Single Family & A-1: Agricultural Zoning District to the Rs-1: Residential Single-Family and A-2: Agricultural Zoning Districts and Certified Survey Map for William Wetterau, Agent for the William H. Wetterau Revocable Trust, Property Owner, W204 N12541 Goldendale Road and W204 W12660 Goldendale Road.

MOTION (Kaminski/Baum) to Approve Ordinance 07-2018, Rezoning from Rs-2: Residential Single Family & A-1: Agricultural Zoning District to the Rs-1: Residential Single-Family and A-2: Agricultural Zoning Districts and Certified Survey Map for William Wetterau, Agent for the William H. Wetterau Revocable Trust, Property Owner, W204 N12541 Goldendale Road and W204 W12660 Goldendale Road. Motion carried unanimously.

G. Ordinance 08-2018, to create an I: Institutional Planned Development District (I/PDD) and Rezone the following properties from the Rs-6: Residential Single-Family Zoning District and I: Institutional Zoning District into the newly created I/PDD Zoning District, Chris Hitch, Trio Engineering, Agent for the Germantown School District, Property Owner, W154 N11492 Fond du Lac Avenue, W154 N11474 Fond du lac Avenue and N114 W15450 Gettysburg Drive, Tax Key #233-983, #233-982 and #233-975.

MOTION (Myers/Baum) to Approve Ordinance 08-2018, to create an I: Institutional Planned Development District (I/PDD) and Rezone the following properties from the Rs-6: Residential Single-Family Zoning District and I: Institutional Zoning District into the newly created I/PDD Zoning District, Chris Hitch, Trio Engineering, Agent for the Germantown School District, Property Owner, W154 N11492 Fond du Lac Avenue, W154 N11474 Fond du lac Avenue and N114 W15450 Gettysburg Drive, Tax Key #233-983, #233-982 and #233-975. Motion carried.

- H. Resolution 32-2018, to Adopt Conditions and Restrictions for the I/PDD Zoning District, Chris Hitch, Trio Engineering, Agent for the Germantown School District, Property Owner, W154 N11492 Fond du Lac Avenue, W154 N11474 Fond du lac Avenue and N114 W15450 Gettysburg Drive, Tax Key #233-983, #233-982 and #233-975.

MOTION (Myers/Baum) to Approve Resolution 32-2018, to Adopt Conditions and Restrictions for the I/PDD Zoning District, Chris Hitch, Trio Engineering, Agent for the Germantown School District, Property Owner, W154 N11492 Fond du Lac Avenue, W154 N11474 Fond du lac Avenue and N114 W15450 Gettysburg Drive, Tax Key #233-983, #233-982 and #233-975. Motion carried unanimously.

- I. Ordinance 09-2018, to Amend the Village of Germantown Comprehensive Plan 2020 Land Use Plan Map from Medium Density Residential to Institutional/Governmental, Chris Hitch, Trio Engineering, Agent for the Germantown School District, Property Owner, W154 N11474 Fond du lac Avenue and N114 W15450 Gettysburg Drive, Tax Key #233-982 and #233-975.

MOTION (Myers/Baum) to Approve Ordinance 09-2018, to Amend the Village of Germantown Comprehensive Plan 2020 Land Use Plan Map from Medium Density Residential to Institutional/Governmental, Chris Hitch, Trio Engineering, Agent for the Germantown School District, Property Owner, W154 N11474 Fond du lac Avenue and N114 W15450 Gettysburg Drive, Tax Key #233-982 and #233-975. Motion carried unanimously.

- J. Ordinance 10-2018, Amendments to the Zoning Code (Chapter 17) of the Village of Germantown Municipal Code: 17.42-Conditional Use permits, 17.51-Changes and Amendments; and 17.53- Public Hearings.

Motion by (Wing/Myers) to divide the question.

Wing commented that each can stand on their own and one is procedural and the second is a privilege that the residents have but the state is taking away. Motion carried unanimously.

Motion by (Baum/Myers) to approve Ordinance 10-2018, Amendments to the Zoning Code (Chapter 17) of the Village of Germantown Municipal Code: 17.42-Conditional Use permits, 17.51-Changes and Amendments; and 17.53- Public Hearings, all of the elements of the proposed ordinance except for the portions of the protest petitions of the ordinance, Section III. Motion carried unanimously.

Motion by (Baum/Myers) to approve Ordinance 10-2018, Amendments to the Zoning Code, Section III. Attorney Sajdak advised that the Village can keep the ordinance; however, he advised to be consistent with the state statute.

Motion by Tr. Baum/Kaminski to table and send the item back to Plan Commission for reconsideration. Motion carried unanimously.

- K. Ordinance 11-2018 Amend Sections 9.041, 9.042, and 9.043, Municipal Code Relating to the Use, Possession and Sale of Nicotine and Vapor Products.

MOTION (Myers/Baum) to Approve Ordinance 11-2018 Amend Sections 9.041, 9.042, and 9.043, Municipal Code Relating to the Use, Possession and Sale of Nicotine and Vapor Products. Motion carried unanimously.

ADJOURNMENT: There being no further business, meeting adjourned at 8:27 p.m.

Deanna L. Boldrey, WCMC/CMC
Village Clerk

DRAFT



Business of the Public Safety Committee

Germantown, WI

Fire Department

Meeting Date: May /2018

Agenda item: New Business

Item Title: *Refurbishment of Ladder Truck 1771*

Submitted By: John A. Delain, Interim Fire Chief

Summary Explanation

For 2018 GFD budgeted \$200,000.00 for refurbishment of Ladder Truck 1771. Ladder 1771 is currently 18 years old and needs to be refurbished to last many more years. Attached is a job scope / price quote for the required work for this vehicle. The Quoted price from Pierce Mfg. (OEM) is \$193,639.00, funding will come from account 40-522-570-8520.

Attachment: Ordinance_____ Resolution_____ Other: Price quote

Requested Action:

Recommend approval to spend up to \$200,000.00 to refurb. this vehicle incase other repairs are needed while truck is under refurbishment.

Germantown Fire Department

Germantown, WI

Proposal for Refurbishment of:

**One (1) – 2001 Pierce Dash 2000 Aerial
“11508TR”**

Date March 15, 2018

Quote is good for 90 days

Prepared by: Alan Boushley



PIERCE MANUFACTURING, INC.

MIDWEST REGIONAL SERVICE CENTER

816 COMMERCIAL AVENUE * WEYAUWEGA, WI 54983 * (920) 867-2142

Pierce Manufacturing, Inc. is pleased to submit to the **Germantown Fire Department** a proposal for the refurbishment of your **2001 Pierce Dash 2000 aerial 11508TR**. The following paragraphs will describe in detail the apparatus additions and modifications proposed.

QUALIFICATIONS

PIERCE MANUFACTURING was incorporated in 1917. Since then we have been building bodies with one philosophy, "**BUILD THE FINEST**". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 50 years of experience in the fire apparatus market. Our plant is located in Appleton, Wisconsin with over 474,000 total square feet of floor space situated on approximately 93 acres of land. A multi-million dollar inventory of parts is available to keep your unit in service long after it has left the factory.

The Pierce Refurbishment Center has achieved the very same reputation for fire apparatus repair and refurbishing. Located just 30 miles west of Appleton in Weyauwega, Wisconsin, the Pierce Refurbishment Center facility is dedicated exclusively to the refurbishing and repairs of all makes and models of fire apparatus and emergency vehicles. Pierce Manufacturing has produced fire apparatus for over 55 years and has been refurbishing apparatus for more than 35 years.

The 40,000 square foot Refurbishment Center has 16 well-equipped bays staffed by 52 certified, highly skilled mechanics. Fabrication and refinishing is done at the main manufacturing facilities to assure our customers the same fine quality that new Pierce apparatus is famous for.

ISO COMPLIANCE

The manufacturer will operate a Quality Management System under the requirements of ISO 9001. These standards sponsored by the "International Organization for Standardization (ISO)" specify the quality systems that will be established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance will be included with the bid.

SINGLE SOURCE MANUFACTURER

Pierce Manufacturing is a single source apparatus manufacturer. The definition of single source is a manufacturer that designs and manufactures their products using an integrated approach, including the chassis, cab and body being fabricated and assembled on the bidders premises. The warranties relative to the chassis and body design (excluding component warranties such as engine, transmission, axles, pump, etc.) will be from a single source manufacturer and not split between manufacturer (i.e. body and chassis).

WARRANTY

A separate warranty page detailing the warranty coverage will be provided with the proposal.

WELDING REQUIREMENTS

Pierce Manufacturing follows American Welding Society D1.1-96 standards for structural steel welding. All aluminum welding will be done to American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum. Flux core arc welding will use alloy rods, type 7000, American Welding Society standards A5.20-E70T1.

PAYMENT TERMS

Payment is to be made to Pierce Manufacturing, in full, within 30 days after completion and final acceptance.

SHIPPING PRECAUTIONS

The following shipping precautions must be completed before transportation of the fire department's apparatus to Pierce Manufacturing for refurbishment or repair. ***Failure to complete the listed items below may result in additional costs to the fire department.***

1. All water tanks, foam tanks, pumps, all inlets and discharge plumbing, all drains, and any other plumbing are to be completely drained prior to being driven or flat-bedded.
2. Strip down all loose equipment unless arranged with Pierce prior to shipping in order to make the repair process easier and to eliminate the potential for lost equipment while the unit is being refurbished or repaired.
3. All loose or potentially loose items should be taped or strapped to ensure they do not come loose during transit.

INCOMING EMERGENCY PARKING BRAKE TEST

The following inspection will be performed by a qualified Pierce technician to insure this apparatus is safe to drive and perform work on. Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. ***Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.***

INCOMING BATTERY LOAD TEST

All truck starting system batteries and battery cables will be visually inspected for cracks, acid leaks, corrosion and overall condition. Along with the visual inspection a load test will be performed to verify the batteries cold cranking amps, voltage and shorted cells. Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. ***Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.***

SCOPE of WORK

Paint and refurbish ladder.

AERIAL INSPECTION and OVERHAUL

Prior to disassembly, Underwriters Laboratories (UL), a third party testing company, will perform an operational test and inspection of the aerial device. The test results will be evaluated and forwarded to the fire department. If any defects are found, that are not already detailed in these specifications for repair or replacement, or it is determined that any of the major components require reconstruction or replacement rather than rebuilding or resealing as detailed in these specifications, the fire department will be advised immediately. A parts and labor estimate for the repair of the defects will be submitted for approval prior to proceeding.

The aerial device will be disassembled for repairs. The ladder sections will then be removed from the turntable and separated.

While the aerial device is disassembled, the ladder sections will be disassembled, media blasted before repainting. At this time the complete aerial device will undergo a 3rd party UL visually inspection to include nondestructive magnetic particle testing of all welds. Any discontinuities will be corrected and repaired prior to repaint.

All welding of aerial components, including the aerial ladder sections, turntable, and outriggers, will be in compliance with the American Welding Society standards. All welding personnel will be certified, as qualified under AWS welding codes.

Cylinders

All hydraulic cylinders will be removed from the outriggers and aerial device to include the extension cylinders, lift cylinders and all outrigger cylinders. The cylinders will be disassembled and rebuilt to include re-chroming the rods and honing the cylinder walls if scored or pitted. New seals will also be installed. Defective head glands will be replaced. Holding valves will be tested for proper operation. If new holding valves and / or cylinder rods due to bent rods are required a labor and material cost will be forward to the fire department for approval.

Hydraulic hoses

All hydraulic hoses will be replaced with new, this is to include the aerial device, turntable and outriggers. Fittings for the aerial device and outriggers will be inspected and replaced with new only if necessary.

All hose assemblies will be assembled and crimped by the hose manufactures certified technician.

All manufacturing employees responsible for the installation of hydraulic components will be properly trained. Training will include: proper handling, installation, torque requirements, cleanliness and quality control procedures for hydraulic components.

Hoses used in the aerial hydraulic system will be of a premium quality hose with a high abrasion resistant cover. All pressure hoses will have a working pressure of 3000 psi. with a burst pressure rating of 9,000 psi., and one-half the required SAE bend radius.

Hydraulic pump

A new hydraulic pump and hot-shift PTO will be provided and installed.

The hydraulic system will be supplied by a variable displacement, load and pressure compensating piston pump. The pump will meet the demands of all three (3) simultaneous aerial functions. The pump will provide proper flow for a single aerial function with the engine at idle speed. A switch will be provided on the control console to increase the engine speed for multiple function operation.

The hydraulic system will be protected from possible hydraulic pump malfunctions by a relief valve, which will route the excess oil into the oil tank, when the pressure in the hydraulic system exceeds 3,150 pounds per square inch.

An amber indicator light will be installed, on the cab instrument panel, to notify the operator that the power takeoff is engaged.

An interlock will be provided that allows operation of the aerial power takeoff, only after the chassis spring brake has been set and the chassis transmission has either been placed in the neutral position or the transmission is in drive position with the driveline to the rear axle disengaged.

Oil tank and filters

The hydraulic oil tank will be drained, cleaned, new filters and hydraulic oil installed.

The hydraulic oil will be a premium Multi-Vis product having a leading edge additive package, provide oxidation stability, be extremely shear stable and maximum anti-wear properties. All oil delivered to the manufacturing site will have a minimum ISO cleanliness level of 18/15/13.

Each aerial will be evaluated as to the region and climate where it will be used to determine the optimum viscosity and proper oil grade. Oil viscosity will be based on an optimum range of 80 to 1000 SUS during normal aerial use. Before shipment of the unit, an oil sample will be taken and analyzed to confirm the oil is within the allowable ISO grade tolerance.

The aerial hydraulic system will have a minimum oil cleanliness level of ISO 18/15/13 based on the ISO 4406:1999 cleanliness standard.

High pressure filter

The pressure filter will be rated for 6,000 psi working pressure and generously sized for efficiency and capacity. A 90 psi bypass spring will be included to protect the element and hydraulic system during lower than normal system operating temperatures.

The 5Q filter element will be constructed of a micro glass medium, which has the highest capture efficiency, dirt holding capacity and life expectancy over other media such as cellulose and synthetic. The nominal rating will be 5 micron and have an efficiency rating of 99.3 % for 5 micron sized particles. The element will have a dirt holding capacity of not less than 35 grams.

Return filter

The return filter will be rated for 800 psi working pressure and generously sized for efficiency and capacity. A 25 psi bypass spring will be included to protect the element

and hydraulic system during lower than normal system operating temperatures. The 5Q filter element will be constructed of a micro glass medium, which has the highest capture efficiency, dirt holding capacity and life expectancy over other media such as cellulose and synthetic. The nominal rating will be 5 microns and have an efficiency rating of 99.6% for 5 micron sized particles. The element will have a dirt holding capacity of not less than 40 grams.

Electrical system

All electrical wiring for the aerial device, turntable, console and outriggers will be replaced.

The aerial electrical system will be designed and manufactured in such a way that the power and signal protection and control compartments will contain circuit protection devices and power control devices. The power and signal protection and control components will be protected against corrosion, excessive heat, excessive vibration, physical damage, and water spray.

The aerial electrical system will be designed and manufactured to allow the following:

- All of the serviceable components will be readily accessible.
- Circuit protection devices will be utilized to protect each circuit.
- All circuit protection devices will be sized to prevent wire and component damage when subjected to extreme current overload.
- General protection circuit breakers will be Type-I automatic reset (continuously resetting) or Type-II (manual resetting) and conform to SAE requirements. When required, automotive type fuses conforming to SAE requirements will be utilized to protect electronic equipment.
- Power control relays and solenoids, when utilized, will have a direct current (dc) rating of 125% of the maximum current for which the circuit is protected.
- Toggle switches will be utilized that are certified for the outside conditions that fire apparatus experience.
- All wiring will be protected through conduit or loom.
- All wiring harnesses will be properly supported to eliminate harness damage through rubbing.

One (1) new Gore Track tube on the right side of the ladder sections.

Hydraulic swivel

The aerial will be equipped with a new high pressure hydraulic swivel which will connect the hydraulic lines from the hydraulic pump and reservoir, through the rotation point, to the aerial control bank. The hydraulic swivel will allow for 360-degree continuous rotation of the aerial.

Electric swivel

The aerial will be equipped with an electric swivel to allow 360-degree rotation of the aerial while maintaining connections in all electrical circuits through the rotation point. A

minimum of 28 collector rings that are capable of supplying 30-amp continuous service will be provided. All collector rings will be enclosed and protected against condensation and corrosion.

Emergency power unit

A new extended run Emergency Power Unit (EPU) will be installed. The pump will be capable of running for 30 minutes for limited aerial functions to stow the unit in case of a main pump or truck system failure. A momentary switch will be located at the stabilizer and aerial control locations to activate the emergency pump.

Rotation gear

The rotation gear will be inspected for defects, proper tolerance, and proper operation: repairs will be open, subject to approval by the fire department.

The turntable will be bolted to the bearing using new, SAE Grade 8, .875" diameter bolts. To secure the bearing to the torque box, using new, Grade 8, .875" diameter bolts will be used. All bearing bolts will be checked by UL Underwriters Laboratory for proper torque values.

Vapor Sealant

VpCI-329 Multi-metal corrosion inhibitor will be applied to all ladder sections. VpCI-329 is a vapor sealant that is applied to the interior of the aerial ladder sections to aid in preventing corrosion from forming on the inside of all sections.

Steel cables

All extension/retraction cables will be replaced with new.

The reeling of the cable will be such as to provide synchronized, simultaneous movement of all sections to full extension. The extension/retraction cables will be: 7-flex galvanized wire rope with stainless steel threaded ends.

All cable sheaves will be inspected and replaced only if necessary.

Pins and bushings

All pins and bushings for the aerial ladder device will be inspected for tolerance as required by OEM specification. New pins and/or bushing will be provided only if required.

Wear pads

All extension wear pads on the aerial ladder will be replaced with new.

Wear pads that are made of polymer material will be used between the telescoping sections for maximum weight distribution, strength and smoothness of operation.

Waterway

The waterway system will be hydrostatically tested and the waterway pipes inspected for corrosion. New seals will be installed throughout the waterway including the victaulics, chickens, and dresser coupling seals. The waterway seals will be of type-B PolyPak design, composed of nitroxile seal and a nitrile wiper, which together offer maximum stability and extrusion resistance on the waterway.

The waterway seals will have automatic centering guides constructed of synthetic thermalpolymer. The guides will provide positive centering of the extendible sections within each other and the base section to insure longer service life and smoother operation.

The waterway pipe fittings will be inspected for corrosion after disassembly. *The Fire Department will be notified if repair or replacement of any waterway fittings is recommended.*

Aerial device paint

All aerial device structural components above the rotation point that are not chrome plated or stainless steel will be repainted.

The ladder sections and all painted surfaces on the turntable and hydraulic cylinders will be repainted.

All areas to be repainted will be sanded to remove any metal flakes and smooth any rough surfaces.

All ladder surfaces to be painted will be phosphatized to remove metal impurities, aid paint adhesion and inhibit rust.

The components will be primed with an epoxy primer and finished painted with a durable, high gloss polyurethane paint.

All buy out components, such as monitor, nozzle, gauges, etc. will be supplied as received from the vendor and not repainted.

All the hydraulic hoses, wiring and non-ferrous metals will be masked off before painting.

The aerial sections, basket, turntable, and console will be repainted #10 White.

Graphics

Graphics removed from the ladder to repaint will be installed after repaint.

Graphics that are painted will be replaced with vinyl graphics.

The graphics font will match the lettering from the Chief business card.

Sign Boards

Ladder sign board will be removed and replaced.

RUNG COVERS

Rung cover will be removed and replaced.

Each rung will be covered with a secure, heavy-duty, fiberglass pultrusion that incorporates an aggressive, no-slip coating.

The rung covers will be glued to each rung, and will be easily replaceable should the rung cover become damaged.

The 3.00" center portion of each rung cover, as well as the outside 3.00" edge at each side will be luminescent. The remainder of the rung cover shall be black.

Under no circumstances will the rung covers be fastened to the rungs using screws or rivets.

The rung covers will have a 10-year, limited warranty.

AERIAL TRACK and TIP LIGHTING

The four (4) Collins aerial lighting will be removed and replaced; two (2) tracking, two (2) in front of the platform.

There will be four (4) Whelen Micro Pioneer, Model MPP**S, 12 volt DC LED floodlight(s) with a pedestal mount located two (2) tracking on the base ladder section, two (2) in front of the platform .

The light housing will be White.

LIGHTING, PLATFORM

The two (2) rear mount 120volt 500watt Extenda-lights will be removed and replaced.

There will be two (2) Whelen, Model PFP2AP1, 120 volt AC LED floodlight(s).

There will be a Whelen, Model 86930CA1, pull up pole with light switch included with each light head.

The light housing will be white.

The light(s) will be installed at the rear of the aerial platform in the current location as the original lights.

Light(s) will be switched with current switching.

The pole(s) will include a switch to be connected to the Do Not Move Truck Indicator. This indicator will be activated if the parking brake is released and the light poles are not in a stowed position.

STEP PUMPHOUSE

The driver side slide out pumphouse platform step will be removed and disassembled.

Two (2) new locking slides will be installed.

Mounting brackets will be sandblasted, primed and painted matching the original color.

Slide out platform step will be installed and test for proper operation

STOKES STORAGE BRACKETS

There will be aluminum bracket at the base section of the aerial ladder on passenger side. The brackets will be located adjacent to the aerial boom panel. The brackets will be D/A finished and include locking pins to secure the basket. *Stokes basket is not included in pricing.*

MUX DISTRIBUTION BOX

Remove and replace the current Mux distribution under the driver side battery box.

The distribution box will be replaced with an aluminum box. Material will be .125 aluminum and paint job color.

All internal components will be transferred into the new Mux distribution box.

MUX SCREENS

Remove and replace the three (3) aerial Command zone 1 screens with three (3) colored screens.

Refurbishment Cost: \$ 193,639.00

**MEETING MINUTES
PUBLIC SAFETY COMMITTEE MEETING
MAY 7, 2018
VILLAGE HALL BOARD ROOM**

CALL TO ORDER: Chairman John Hughes called the meeting to order at 5:30 p.m.

ROLL CALL: Present were: Chairman Hughes, Trustees Warren, Wing and Myers. Attorney Sajdak and Deputy Clerk Tucker was also in attendance.

PUBLIC COMMENT: There was none.

APPROVAL OF PREVIOUS MINUTES: Motion by Tr. Myers, second by Tr. Warren, to approve the minutes of April 2, 2018 Public Safety Meeting. Motion carried.

POLICE DEPARTMENT MONTHLY REPORT:

- Chief Hoell reported that an arrest has been made in regards to an armed robbery in March. The person will be federally charged.
- Chief Hoell reported that the drug drop box is open 24 / 7. In the last 6 months 193 pounds were collected.
- There has been a spike in extra patrols. The Police Department is working with the schools and stationing officers to be more visible in the schools at various times of the day.

FIRE DEPARTMENT MONTHLY REPORT:

- Interim Chief Delain reported that the department is tracking at 8 minutes or less to emergency calls for 90% of the calls.
 - The Interim Fire Chief has started working with the consultant, R. W. Management. Currently, policies are being reviewed.
 - The Overtime reports were reviewed. Chief Hoell reported that a recruit will graduate this Thursday will then attend training for the next four months. At that point the Police Department will be fully staffed.
- The Fire Department Overtime report is tracking good right now.

UNFINISHED BUSINESS:

- None.

NEW BUSINESS:

- Hiring Communication Officer – Police Department.
Chief Hoell reported that Joyce Schweitzer has retired. Chief Hoell is requesting to fill the position. Motion by Tr. Myers, second by Tr. Warren approval hiring a communication officer. Motion carried unanimously.
- Police Department Building Project.
Chief Hoell reported that he supplied a large packet with a good overview by giving a history of where we are at with the construction plans. The Police Department took over the old library in 2004. The challenges are highlighted in the report. The questions remain such as connect the buildings, remodel the building or build a new building.
Currently the Police Department is dealing with cosmetic changes, security issues, and ADA issues. The Building is 36 years old. The last time the item was discussed was ten years ago. Chief Hoell is requesting to discuss, due to building needs. Currently, the Police Department is at capacity.

Discussion ensued of whether to do a feasibility study if the project will be crossed off again.
Discussion ensued of the need of a feasibility study in order to know the costs and what is needed.

Tr. Myers suggested to involve Administrator Kreklow, and to get costs and then prioritize. Need something presented to the board.

Motion by Tr. Warren/second by Tr. Wing to move the Police Department Building item forward to the Village Board for discussion. Motion carried unanimously.

- Refurbishment of Ladder Truck 1771 – Fire Department.

Motion by Tr. Myers, second by Tr. Warren to recommend approval of the refurbishment of the ladder truck 1771 – Fire Department in an amount not to exceed \$200,000. The ladder will be removed and sand blasted, tested, and then repainted. The quote is \$193,000, \$200,000 is budgeted. John Delain will find out about the warranty. Motion carried unanimously.

- Deutschstadt Heritage Foundation Inc. Picnic License, Temporary Class “B” Fermented Malt Beverage and Wine for MaiFest May 18 – May 20, Freidenfeld Park, Tent on Country Aire Dr.

Motion by Tr. Myers second by Tr. Warren, to recommend approval of the temporary Class “B” Fermented Malt Beverage and Wine License to Deutschstadt Heritage Foundation Inc for MaiFest May 18 – May 20, Freidenfeld Park, Tent on Country Aire Dr. Motion carried unanimously.

- Ordinance 11-2018 Amend Sections 9.041, 9.042, and 9.043, Municipal Code Relating to the Use, Possession and Sale of Nicotine and Vapor Products.

Attorney Sajdak commented that this came from the school resource officer. Germantown has seen increase with vapor products in the schools and the current ordinance does not address the vapor products. This update will bring the ordinance in line with the state statutes.

Motion by Tr. Myer, second by Tr. Warren to recommend approval of Ordinance 11-2018 Amend Sections 9.041, 9.042, and 9.043, Municipal Code Relating to the Use, Possession and Sale of Nicotine and Vapor Products . Motion carried unanimously.

- Operator’s Licenses: Naseem Abbas, Victoria Ahrens, Andrew Aldred, Frank Arena, Judy Arnold, Theresa Bach, Kayla Billmann, Jeffrey Bird, Erin Bird, Brian Boettcher, Andrew Brawn, William Brockman IV, David Burns, Jewelia Cook, Mellissa Czerwinski, Ann Davis, Bridget DeLeon, Kevin Dobson, Susan Drexler, Richard Eastham, Jonathan Engelmann, Mary Erickson, Dawn Fouche’, Shawn Frank, Julie Friede, Sherry Gagliano, Kim Gamroth, Kayla Gleixner, Lisa Grad, Amanda Greenwood, Judith Greve, Paul Groh, Susan Goecks, Joseph Gutenkunst, Yvonne Hall, Kathryn Hanson, Susan Hanson, Charles Hargan, Denise Harthun, Anita Hauner, Jennifer Heisdorf, Jayme Hoff, Eric Hoffman, Chelsea Humphreys, David Iverson II, Jeffrey Jacobs, Bruce Javens, Susan Jesmok, Jodi Kanzenbach, Jeetendra Khinot, Dawn Kirchner, Karen Klever, Steve Koenig, Nicholas Koeppler, Kimberly Kohler, Ronald Kohls, Wayne Kohls-Guenther, Joseph Krajcik, Janice Krueger, Erik Lange, Emily Lazaris, Rebecca Leibiger, Matthew Levesley, Cassidy Liederbach, Alexander Lindenberg, Tayla Lofton, Adam Maciejczak, Daniel Marchewka, Paul McLeod, Janet Miller-Parkison, Jennifer Murray, Michael Nardelli, Heather Nellesen, Chad Nickerson, Ruth Numrich, William Numrich, Susan Oechsner, Nancy Oinas, Rick Perry, Suzanne Peyer, Justin Pischke, Michael Polski, Ashley Rahl, Cedric Reed, Cheryl Rhoades, Kevin Riley, Susan Roxbury, Wendy Sarwas, Ashley Satterlee, Shane Schallert, Teresa

- Schmitz, Ingolf Sam Schneider, James Schramm, Eric Schroeder, Caleb Siden, Cynthia Singsheim, Tara Smith, Pareshkumar Soni, Cassandra Tabbert, Carlton Tatreau, Michelle Thomas, Joel Timmerman Jr., Joel Timmerman III, Rebecca Ulik, Roberta Van Asten, Asif Vadsaria, Tamara Waterhouse, Tyrus Welch, Ashley Welnicke, Amy Westra, Jarrid Willoughby, Michael Willavage, Stephanie Wolf, Sheri Ziehlsdorf [Recommend Approval].

Motion by Tr. Myers second by Tr. Warren, to recommend approval of the operator's licenses as presented.
Motion carried.

Clerk Boldrey read that, All premise license recommendations / approvals to be conditional upon completion of all documentation, compliance of all code violations/requirements and monies owed to the village paid prior to issuance of licenses in addition to any other conditions noted.

A. RENEWALS: "Class B" Fermented Malt Beverage and Intoxicating Liquor Licenses:

Motion by Tr. Myers, seconded by Tr. Warren, to forward the below listed applications for Class B Fermented Malt Beverage and Intoxicating Liquor Licenses to Village Board with a positive recommendation. Hoell and DeLain advised they had no objections to the license applications.
Motion carried. Tr. Wing abstained as he part owner of an entity listed.

1. Aldo's Pizza & Pub, LLC, Dwayne Ketterer, Agent, 584 Jordan Circle, Colgate, d/b/a **Aldo's Pizza & Pub**, W156 N11058 Pilgrim Rd. (includes an outside dining area of approximately 30 feet in front of building to be open until 10:00 p.m.
2. Barley Pop Brew Haus, LLC, Deborah Reinbold, Agent, 1388 Parkview Dr, Hubertus, d/b/a **Barley Pop Pub & Restaurant**, N116 W16137 Main Street. (includes Brew Haus and fenced outside extension on north side of building to be open until 10:00 p.m. and outside extension July 4, 2018 from the east end of the building to the western end, all the way to the sidewalk, during the July 4th parade beginning at 11:00 a.m.).
3. Blackstone Creek Golf Club Ltd., Troy D. Schmidt, Agent, N105 W14467 Wilson Circle, d/b/a **Blackstone Creek Golf Club**, N112 W17300 Mequon Road. (includes golf course property of 156 acres)
4. BSC LLC, Eric D Schroeder, Agent, 4619 W Bluemound Ct, Milwaukee, d/b/a **Big Sky Country**, W204 N11498 Goldendale Rd. (includes 8' x 55' outside patio on side open until 10:00 p.m.)
5. Bubs on Main, LLC, Scott H. Pecor, Agent, 306 W. Ravine Baye, Bayside, d/b/a **Bubs Irish Pub**, N116 W16218 Main St.
6. Blazin Wings, Inc., Jillian Cabanatuan, Agent, N96 W20309 County Line Rd., d/b/a **Buffalo Wild Wings**, N96 W17990 County Line Rd. (includes attached patio with hours restricted between 10:00 p.m. and 8:00 a.m.)
7. Maple Road, LLC, Boro Buzdum, Agent, 1804 Barton Ave., West Bend, d/b/a **Buzdum's Pub & Grill**, W188 N10515 Maple Rd. (Includes an outdoor patio area).
8. ERJ Dining III, LLC, Paul S. Thompson, Agent, 7188 W Fox Haven Court, Franklin, WI 53132, d/b/a **Chili's Grill & Bar**, N96 W18640 County Line Rd.
9. Eastern Kettle Moraine Moose Lodge 1238, Dan Walk, Agent, W211 N11863 Hilltop, d/b/a **E.K.M. Moose Lodge 1238**, W198 N10217 Appleton Ave., Germantown, WI 53022. (includes outside pavilion 22' x 20', and open area for Lodge picnics including buildings to be open until 10:00 p.m., 480' x 525' grounds area).
10. Florian Park, Inc., Ryan Rahl, Agent, 311 Preserve Way, Colgate, WI 53017, d/b/a **Florian Park Conference & Event Center**, N111 W18611 Mequon Rd, Germantown, WI 53022. (includes outside premise Willow Path, Willow Gardens, and Willow Point on south end of Willow Pond to be open until 10:00 p.m. and outdoor designated smoking area to the north of property).

11. KJ's Bar & Grill, Gerald Louis Wagner, Agent, N112 W21209 Mequon Rd., dba **KJ's Bar & Grill**, N112 W21209 Mequon Rd.
12. Germantown American Legion Post #1, Inc., James A. Heimann, Agent, 2584 Country Aire, Cedarburg, d/b/a **Germantown American Legion Post #1**, N120 W15932 Freistadt Rd.
13. JK GAM, LLC, Jon R. Gamroth, Agent, N104 W15303 Donges Bay Rd, d/b/a **Gamroth's Kuhburg Junction**, W140 N10385 Fond du Lac Ave.
14. Northridge Automotive Enterprises, Inc., David L. Iverson, Agent, N166 W19523 Ravens Way, Jackson, d/b/a **Ivee's at Main**, W157 N11618 Fond du Lac Ave. (includes outside patio in front of building until 10:00 p.m.)
15. La Chimenea LLC, Hector Jimenez, Agent, 2056 S 37th St., Milwaukee, d/b/a **La Chimenea**, N112 W15251 Mequon Rd. (includes 1100 sq. ft. outside patio to be open until 10:00 p.m.)
16. Lone Star, LLC, Karen Ann Pritzlaff, Agent, W204 N11912 Goldendale Rd., d/b/a **Lone Star**, W204 N11912 Goldendale Rd. (includes horseshoe courts, path, outside fenced area to be open until 10:00 p.m., and outside front porch area)
17. Marko's Pizza II Inc., Ken Ubert, Agent, 3943 Rosie Court, Colgate, d/b/a **Marko's Pizza II**, W156 N9664 Pilgrim Rd.
18. Metro Cigars, LLC, Jennifer Lynn Groh, Agent, 1671 Holy Hill Lane, Hubertus, d/b/a **Metro Cigars, LLC**, W182 N9606 Appleton Avenue #104.
19. Old Town WI, LLC, Brian A. Meyer, Agent, N26 W30227 Maple Ave., d/b/a **Old Town Beer Hall**, N116 W15841 Main Street. (includes outdoor deck open until 10:00 p.m.)
20. G-town Pub, LLC, Craig Braidigan, Agent, 2385 Scenic Hill Trail, Richfield, d/b/a **The Public House**, W207 N10466 Appleton Ave.
21. Robin L. Bird, LLC, Robin L. Bird, Agent, W188 N13367 Maple Rd, Richfield, d/b/a **Sports Corner Bar & Grill**, W187 N12793 Fond du Lac Avenue. (includes outside volleyball courts and smoking room to be open until 10:00 p.m.)
22. Christine A. Brockman, W157 N11638 Fond du Lac Avenue, d/b/a **Tiny T's**, W157 N11638 Fond du Lac Avenue, Germantown, WI 53022. (includes fenced outside premise on July 4, 2018 & August 18, 2018)
23. WI Bier Stube LLC, Brian A. Meyer, Agent, N26 W30227 Maple Ave., d/b/a **Von Rothenburg Bier Stube**, N116 W15863 Main Street. (includes outside fenced beer garden extended to parking lot open until 10:00 p.m.)

H. **Class "B" Fermented Malt Beverage and "Class C" Wine Licenses**

Motion by Tr. Meyer, seconded by Tr. Warren, to forward the below listed applications for **Class "B" Fermented Malt Beverage and "Class C" Wine Licenses** to Village Board with a positive recommendation. Hoell and DeLain advised they had no objections to the license applications. Motion carried unanimously.

1. Zhengren Zheng, N111 W16424 Esquire Ct., d/b/a **China Kitchen**, N112 W16560 Mequon Rd.
2. Hung Hao LLC, Hung D. Lu, Agent, N109 W12628 Coneflower Cir., d/b/a **Hung Hao Restaurant**, N112 W15800 Mequon Rd.
3. **ST1X Golf Entertainment**, W164 N11271 Squire Dr., Agent, Robert Stafford 13985 N. Pine Bluff Rd., Mequon; Owners, Daniel Hughes and Ryan Hughes of N108 W6905 Berkshire St., Cedarburg.

I. **"Class B" (wine only) Winery License and Class "B" Fermented Malt Beverage**

Motion by Tr. Warren, seconded by Tr. Wing, to forward the below listed applications for **"Class B" (wine only) Winery License and Class "B" Fermented Malt Beverage** to Village Board with a positive recommendation. Hoell and DeLain advised they had no objections to the license applications. Motion carried unanimously.

1. Apple Works Winery LLC, Kevin H. Behnke, Agent, W179 N12536 Fond Du Lac Ave., d/b/a **Apple Works Winery/Behnke Estates**, W179 N12536 Fond Du Lac Ave. (Includes an Outside Premise Extension which includes an outdoor patio area and tent.)

J. **"Class A" Fermented Malt Beverage and Intoxicating Liquor Licenses**

Motion by Tr. Warren, seconded by Tr. Meyer, to forward the below listed applications for **"Class A" Fermented Malt Beverage and Intoxicating Liquor Licenses** to Village Board with a positive recommendation. Hoell and DeLain advised they had no objections to the license applications. Motion carried unanimously.

1. **Aldi Inc.**, Michelle Kind, Agent, 5230 State Rd. 167, Hubertus, d/b/a **Aldi #67**, N96 W18838 County Line Rd.
2. Cost Plus, Inc., Heather Lazar, Agent, 443 E Dover St., Milwaukee, d/b/a **Cost Plus World Market**, N96 W18970 County Line Rd.
3. Colgate Gas, Inc., Didar Singh, Agent, W150 N7248 Paseo Lane, Menomonee Falls, d/b/a **County Line BP**, N96 W21962 County Line Rd.
4. Kwik Trip, Inc., Bethany A. Ohde, Agent, 6639 W. Bonniwell Rd., Mequon, d/b/a **Kwik Trip #631**, W188 N10963 Maple Rd.
5. Ultra Mart Foods, LLC., Jared Beilke, Agent, N89W15640 Cleveland Ave, Menomonee Falls, Cedarburg, d/b/a **Pick 'n Save #6357**, N112 W16200 Mequon Rd.
6. B&B Inc of Milwaukee, Asif Vadsaria, Agent, W151 N11492 Potomac Cir., dba **Quick Pick Food Mart**, N128 W21760 Holy Hill Rd.
7. Sendik's Germantown LLC, Theodore Balistreri, Agent, 5566 N. Diversey Blvd., Whitefish Bay, d/b/a **Sendik's Food Market**, N112 W15800 Mequon Rd.
8. Speedway, LLC, Richard Eastham, Agent, 2958 S. 90th St, West Allis, d/b/a **Speedway #4465**, W178 N9653 Riversbend Lane.
9. Speedway, LLC, Dawn Reith, Agent, N75 W222586 Cherry Hill Rd., Sussex, d/b/a **Speedway #4495**, W164 N11233 Squire Dr.
10. Walgreen Co., Vickie Matt, Agent, 1411 Deer Trail Ct., Hubertus, d/b/a **Walgreens #05427**, W156 N11261 Pilgrim Rd.
11. Wal-Mart Stores East, LP, Shante T. Travis, Agent, 3115 Lilly Rd., Brookfield; d/b/a **Wal-Mart #1515**, W190 N9855 Appleton Ave. (Includes outside parking lot specifically designated for online grocery pick up.)
12. NSM Enterprises LLC, Naseem Abbas, Agent, N114 W15775 Sylvan Ct, #2, d/b/a **Willow Creek BP**, W201 N10451 Appleton Ave.

SET THE NEXT MEETING DATE AND TIME: June 4, 2018 at 5:30 p.m.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:00 p.m.

Respectfully Submitted,
Deanna L. Boldrey,
Village Clerk

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 34-2018

**CONTRACT WITH WISCONSIN DEPARTMENT OF TRANSPORTATION
FOR THE SALT BID 2018-2019**

WHEREAS, the Village of Germantown contracts for the road salt purchases for Village roads; and,

WHEREAS, the Public Works Committee met on May 9, 2018 and recommended approval of the Village's contract with the Wisconsin Department Of Transportation and the commitment to approximately 3,200 ton of road salt for the 2018-2019 season as part of the Wisconsin Department Of Transportation Salt Bid Process; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve to contract with the Wisconsin Department Of Transportation and the commitment to approximately 3,200 ton of road salt for the 2018-2019 season as part of the Wisconsin Department Of Transportation Salt Bid Process.

Introduced by: _____

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna L. Boldrey, WCMC/CMC
Village Clerk

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

MEETING DATE: Wednesday May 9th, 2018

AGENDA ITEM: New Business

ITEM TITLE: WDOT Salt Bid 2018-2019

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is confirming that the Village entered into WisDOT Bid Process for 2018 and 2019 season. Staff will be purchasing 500 tons of salt in 2018 and up to 2,700 tons in 2019. The per ton cost is not available. Currently the Village has approximately 1,500 tons of salt on hand. The Village used approximately 3,100 tons this past winter season. Attached is a breakdown of the salt usage for the past 17 seasons.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends remaining part of the WisDOT bid process.

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.

SALT PURCHASING INFO

YEAR	SALT	# OF OPERATIONS
17-18	3,130	39
16-17	2,875	34
15-16	2,756	33
14-15	2,185	44
13-14	3,258	67
12-13	3,467	53
11-12	2,127	42
10-11	3,430	57
9-10	2,045	38
8-9	3,332	53
7-8	3,432	79
6-7	3,304	52
5-6	3,093	46
4-5	2,475	45
3-4	1,659	32
2-3	2,138	39
1-2	1,744	25
AVERAGE SALT USE	2,735 TONS	
Average use multiplied by 1.5	4,100 TONS	
SALT ON HAND end of 17-18 Season	1,500 TONS	
SALT ORDERED FOR '18-'19	500 Ton Early Fill	
	2,200 Ton Seasonal Fill	
	540 Ton Vendor Reserve	
Estimate cost per ton \$66.00	2019 Budget (est.) \$191,000	

MUNICIPAL AGREEMENT TO PURCHASE SODIUM CHLORIDE ON WISDOT BID (March 2018)

**THIS AGREEMENT MUST BE SIGNED, DATED, AND RECEIVED BY LISA MEINHOLZ (saltadmin@dot.wi.gov)
WISDOT, Bureau of Highway Operations, P.O. Box 7986, Madison, WI 53707-7986)
NO LATER THAN 5 PM ON WEDNESDAY, APRIL 18, 2018.**

Annually the Wisconsin Department of Transportation, Bureau of Highway Maintenance takes bids for sodium chloride to be used as a deicing agent. For the 2018-19 bid the Department will receive a single, combined price to include three categories of delivery services for its road salt needs. They are:

1. **Guaranteed Early Fill** - this service is to take delivery of salt that will fill the purchaser's storage facilities to capacity. Salt contractor is required to complete delivery by November 16, 2018. The contract guarantees the salt contractors that 100% of the bid quantity shown as guaranteed early fill will be taken by the purchaser at the price awarded to the salt contractor. It obligates the salt contractor to deliver this guaranteed quantity. Early fill salt can be ordered as soon as the contracts are signed by the salt contractor. Salt contractors may ship road salt starting on the contract award date and concluding delivery by November 16, 2018 for 75% of the early fill quantity and December 1, 2018 for the remaining 25%. Notice to the purchasing agency is required as specified in the contract. The purchasing agency (Municipality or DOT) must order the salt by the November 16, 2018. Any unordered salt by these guidelines may result in forfeiture of salt in this category.
2. **Guaranteed Seasonal Fill** - this service is to take delivery of salt that will re-fill the storage facilities after November 16, 2018 and up to April 30, 2019. The contract guarantees the salt contractors that 100% of the bid quantity shown as guaranteed seasonal fill will be taken by the purchaser at the price awarded to the salt contractor, but the request for delivery is made by the purchasing agency. When both guaranteed early fill, and guaranteed seasonal fill are contracted, the municipality should take all early fill first before beginning to take delivery of seasonal fill.
3. **Vendor Reserve** - the salt contractor assures that it will have a reserve enabling it to provide additional salt up to the quantity let for bid as vendor reserve, which is taken at the discretion of the purchaser at the price awarded to the salt contractor. **The purchaser's vendor reserve cannot be more than 20% of the total of the Early Fill plus Seasonal Fill for a municipality.**

The WisDOT Bureau of Highway Maintenance will include the requested salt quantities for local units of government in the quantity for the statewide bid. Participating local units of government must agree to abide by the Special Terms and Conditions of the contract between WisDOT and the Salt Contractor including procedures for ordering, taking delivery, acknowledging receipt of delivery, making payment for salt received, salt quantities, salt unit prices, and assessing penalties. By signing, participants are also agreeing to comply with Administrative Code TRANS 277 which requires registration and compliance at all salt storage facilities. TRANS 277 also requires annual on-site storage facility inspections.

The Village of Germantown Washington County requests WisDOT to acquire the following
(Name of Municipality) (County)
quantity of sodium chloride for the 2018-2019 winter season and agrees to purchase at least the quantities shown in item 3 and item 4 below and to make payment as contractually required.

1. Current Inventory 1,500tons. (Include tonnage of yet to be delivered salt from 2017/2018 contract.)
2. Estimated Storage Capacity for Road Salt 2,000tons. (This quantity should be the amount of storage available for regular road salt and should not include storage needed for sand/salt mix or other products)
3. Guaranteed Early Fill 500 tons. (Early fill orders (DT2208) requested after November 1, 2018 may not receive delivery by the November 16, 2018 date and will be at the vendor's discretion.)
4. Guaranteed Seasonal Fill 2,200 tons.
(Purchaser must take 100% delivery from the time the contract is awarded up to April 30, 2019)

5. Vendor Reserve 540tons. (This quantity can be no more than 20% of the sum of Items 3 and 4. Quantities that do not meet this requirement will be adjusted accordingly. Purchaser may take delivery at its discretion between November 16, 2018 and up to April 30, 2019.)

Participants will receive a copy of the Bid Documents, the procedure to place orders, the form DT 2208 and instructions on how to use it, and assistance on other requirements contained in the Bid Documents.

***ALL SALT ORDERS MUST BE SUBMITTED TO SALT CONTRACTORS ON A DT2208 FORM**

Salt purchased under this agreement shall only be used on facilities owned and maintained by a municipality. If the municipality has contracted with a private entity to perform winter maintenance the salt purchased under this agreement shall not be used by the private entity on facilities not owned or maintained by a municipality.

Dean Walter

4/17/2018

Signature Approval Authority (electronic signature accepted)

Date

262 253-8253

Contact Phone Number
(ex: xxx-xxx-xxxx)

262 250 4702

Contact Fax Number
(ex: xxx-xxx-xxxx)

jolszewski@village.germantown.wi.us

Contact E-mail Address

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 35-2018

**CONTRACT WITH WASHINGTON COUNTY HIGHWAY DEPARTMENT FOR
STREET CENTERLINE & EDGELINE PAINTING IN AN
AMOUNT NOT TO EXCEED \$40,000**

WHEREAS, the Village of Germantown contracts for Street Centerline and Edgeline Road Painting; and,

WHEREAS, the Public Works Committee met on May 9, 2018 and recommended approval to contract with the Washington County Highway Department for Centerline and Edgeline road painting, for approximately 96 miles of village streets in an amount not to exceed \$40,000; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the contract with the Washington County Highway Department for Centerline and Edgeline road painting in an amount not to exceed \$40,000.

Introduced by: _____

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna L. Boldrey, WCMC/CMC
Village Clerk

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

MEETING DATE: Wednesday May 9th, 2018

AGENDA ITEM: New Business

ITEM TITLE: Authorization to have Washington County Highway
Dept. paint centerlines and edge lines

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is recommending that Washington County Highway Dept. perform edge line and centerline striping in 2018. The Village plans on striping approximately 32 miles of centerlines and 64 miles of edge lines. This work is billed on a time and materials basis, so an exact amount is not available until project completion. 2018 total cost was approximately \$40,000. This item is accounted for in the maintenance line item highway budget (10-542-530-3540).

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends having Washington County paint centerline and edge lines for the Village. Funds shall be allocated from Highway line item account 10-542-530-3540.

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.

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 36-2018

**CONTRACT WITH JM REMODELING & CONSTRUCTION LLC
FOR THE REPAIRS OF WOLF HAUS IN AN AMOUNT NOT TO EXCEED \$51,380**

WHEREAS, the Village of Germantown will contract JM Remodeling & Construction LLC; and,

WHEREAS, the Public Works Committee met on May 9, 2018 and recommended approval to contract with JM Remodeling & Construction LLC to perform repairs at the historic Wolf Haus at Dheinsville Park at a cost not to exceed \$51,380. These repairs are due to a motor vehicle accident to the building. The repairs are covered by insurance; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve to contract with JM Remodeling & Construction LLC to perform repairs at the historic Wolf Haus at Dheinsville Park at a cost not to exceed \$51,380.

Introduced by: _____

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna L. Boldrey, WCMC/CMC
Village Clerk

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

MEETING DATE: Wednesday May 9, 2018

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Contract-Repair Wolf Haus

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is requesting authorization to perform work at the historic Wolf House at Dheinsville Park. The building sustained damage as a result of a motor vehicle accident. In 2015 the Village replaced a 10" x 10" x 19' skirt beam that was failing. The cost of that project was \$20,650. The recent accident hit that and another beam. Staff met with JM Remodeling the contractor from 2015 and had them supply an assessment and quote for the necessary repairs. The estimate is in the amount of \$51,380. Staff is requesting permission to have JM Remodeling perform the work. JM has requested 50% payment once 50% of the work has been completed. Staff filed this with the Village's insurance and has received the check already to make the necessary repairs.

JM Remodeling & Construction LLC **\$51,380**

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends contracting with JM Remodeling to perform the repair. Funds have been provided by CHUBB insurance.

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 PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: May 9, 2018

AGENDA ITEM: New Business

ITEM TITLE: Blanket Purchase Order Authorization – Ferguson Waterworks

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

I am seeking authorization to execute a blanket purchase order to Ferguson Waterworks for miscellaneous manhole repair materials to include Neenah R-1661 castings, lids, and pavement adjusting rings, Cretex Pro Ring PPE adjusting rings, Gun grade butyl sealant, and M-1 polymer construction adhesive. Materials will be utilized for the 2018 road projects and other areas throughout the system.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER

RECOMMENDATION:

It is staff's recommendation to approve a blanket purchase order to Ferguson Waterworks for the amount not to exceed \$25,000.00 for the purchase of miscellaneous manhole repair materials and forward this request onto the Village Board with a positive recommendation. Money to be distributed from 60-830-530-8313 Collection System maintenance.

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 PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: May 9, 2018

AGENDA ITEM: New Business

ITEM TITLE: Blanket Purchase Order Authorization – Core and Main

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

I am seeking authorization to execute a blanket purchase order to Core and Main for the purchase of Ladtech HDPE manhole adjusting rings and other miscellaneous materials. Rings will be utilized for the 2018 road projects and other areas throughout the system.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER

RECOMMENDATION:

It is staff's recommendation to approve a blanket purchase order to Core and Main for the amount not to exceed \$16,000.00 for the purchase of Ladtech HDPE manhole adjusting rings and other miscellaneous materials and forward this request onto the Village Board with a positive recommendation. Money will be distributed from 60-830-530-8313 Collection System maintenance.

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 PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: May 9, 2018

AGENDA ITEM: New Business

ITEM TITLE: Blanket Purchase Order Authorization – Adaptor, Inc.

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

I am seeking authorization to execute a blanket purchase order to Adaptor, Inc. for internal/external manhole chimney seals and extensions as required. Adaptor, Inc. is the manufacturer of the seals and gives the Village distributor pricing because we are a legacy customer. Seals will be utilized for the 2018 road projects and other areas throughout the system.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER

RECOMMENDATION:

It is staff's recommendation to approve a blanket purchase order to Adaptor, Inc. for the amount not to exceed \$20,000 for the purchase of chimney seals and forward this request onto the Village Board with a positive recommendation. Money to be distributed from 60-830-530-8313 Collection System maintenance.

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: May 21, 2018

AGENDA ITEM: New Business

ITEM TITLE: Prairie Way Water Main & Hydrant Relocations

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

SUMMARY EXPLANATION:

The Engineering Department received Bids on April 27, 2018 @ 10 am for the Prairie Way Water Main project. This project involves installing 330 lineal feet of 8-inch PVC water main from Wagon Trail to Timberline Ct. This water main gives Timberline Ct. another supply to give an additional loop to the excessively long dead-end water main on Timberline Ct. The Engineering Departments Estimate for this project was \$130,000.00.

The Village received 4 bids and they were as follows:

- | | |
|-------------------------|---------------|
| 1) Globe Contractors | \$ 112,370.00 |
| 2) Wilkomm, Inc | \$ 114,786.00 |
| 3) Gulseth Construction | \$ 122,576.85 |
| 4) Mid City, Inc | \$ 130,410.00 |

The low bidder is Globe Contractors at \$112,370.00. Staff is familiar with globe Contractors and give them a favorable approval.

This project would be done prior to the paving project scheduled for Prairie Way in the 2018 Roads Project.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER ____

RECOMMENDATION:

Staff recommends the Village Board award the Prairie Way Water Main project to Globe Contractors in the amount of \$112,370.00 with a contingency of 10% or \$11,237.00.

PRAIRIE WAY WATER MAIN LOOP & HYDRANT RELOCATIONS
PROJECT #1802

BIDDING SCHEDULE			Globe			Willkomm		Gulseth Construction		Mid City	
NO.	ITEM	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	8" C900 PVC Water Main Pipe- Prairie Way	LF	330	\$ 129.00	\$ 42,570.00	\$ 104.50	\$ 34,485.00	\$ 143.02	\$ 47,196.60	\$ 127.00	\$ 41,910.00
2	6" Connection with 6x6x6-Inch Anchor Tee AND 6X3 Reducer-complete	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 5,953.00	\$ 5,953.00	\$ 3,740.00	\$ 3,740.00	\$ 12,500.00	\$ 12,500.00
3	12x8 Tapping saddle backfill complete	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 5,948.25	\$ 5,948.25	\$ 4,908.09	\$ 4,908.09	\$ 11,500.00	\$ 11,500.00
4	Remove and replace hydrant branch (hydrant, lead, 6" gate valve and box, backfill incidental to this item. Complete.	EA	3	\$ 10,000.00	\$ 30,000.00	\$ 8,234.00	\$ 24,702.00	\$ 10,294.12	\$ 30,882.36	\$ 13,500.00	\$ 40,500.00
5	8" gate valve and box	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,842.00	\$ 3,684.00	\$ 1,342.40	\$ 2,684.80	\$ 2,500.00	\$ 5,000.00
6	Saw Cut Pavement	LF	1000	\$ 2.00	\$ 2,000.00	\$ 2.10	\$ 2,100.00	\$ 3.50	\$ 3,500.00	\$ 1.00	\$ 1,000.00
7	Asphalt Binder Patch, 3" Type E-1 19mm-	TON	10	\$ 200.00	\$ 2,000.00	\$ 325.50	\$ 3,255.00	\$ 200.00	\$ 2,000.00	\$ 350.00	\$ 3,500.00
8	Asphalt Surface Patch, 2" Type E-1 9.5mm-	TON	10	\$ 200.00	\$ 2,000.00	\$ 341.25	\$ 3,412.50	\$ 200.00	\$ 2,000.00	\$ 150.00	\$ 1,500.00
9	Mountable Concrete Curb and Gutter. Complete	LF	40	\$ 55.00	\$ 2,200.00	\$ 94.50	\$ 3,780.00	\$ 50.00	\$ 2,000.00	\$ 50.00	\$ 2,000.00
10	EROSION CONTROL	LS	1	\$ 600.00	\$ 600.00	\$ 971.25	\$ 971.25	\$ 750.00	\$ 750.00	\$ 5,000.00	\$ 5,000.00
11	4" TOPSOIL / HYDROSEED	SY	500	\$ 10.00	\$ 5,000.00	\$ 9.15	\$ 4,575.00	\$ 9.25	\$ 4,625.00	\$ 5.00	\$ 2,500.00
12	Undercutting	CY	200	\$ 5.00	\$ 1,000.00	\$ 20.25	\$ 4,050.00	\$ 25.00	\$ 5,000.00	\$ 5.00	\$ 1,000.00
13	Rock Excavation	CY	100	\$ 40.00	\$ 4,000.00	\$ 144.00	\$ 14,400.00	\$ 100.00	\$ 10,000.00	\$ 5.00	\$ 500.00
14	2" Clear Stone for unstable trench	TON	200	\$ 10.00	\$ 2,000.00	\$ 17.35	\$ 3,470.00	\$ 16.45	\$ 3,290.00	\$ 10.00	\$ 2,000.00
TOTAL BASE BID (NUMERICAL)				\$	112,370.00	\$	114,786.00	\$	122,576.85	\$	130,410.00

CONSENT AGENDA:

AUTHORIZATION TO CONTRACT – WDOT SALT BID FOR 2018-2019:

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to approve the Village's commitment of approximately 3,200 ton of road salt for the 2018-2019 season as part of the WDOT Salt Bid Process.

Motion carried unanimously.

AUTHORIZATION TO CONTRACT WASHINGTON COUNTY – CENTERLINE & EDGELINE PAINTING:

MOTION made by Warren, seconded by Hughes to forward to the Village Board with a positive recommendation to allow staff to contract with the Washington County Highway Dept. to paint center lines and edge lines on Village streets for an approximate cost of \$40,000. Funds to be allocated from Acct. #10-542-530-3540.

Motion carried unanimously.

AUTHORIZATION TO CONTRACT – WOLF HAUS REPAIR:

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to contract JM Remodeling & Construction LLC to perform repairs at the Wolf Haus for a cost of \$51,380.00. Funds for the repair have been provided by CHUBB Insurance.

Motion carried unanimously.

AUTHORIZATION FOR BLANKET PURCHASE ORDER – FERGUSON WATERWORKS:

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to approve the allocation of a not to exceed amount of \$25,000.00 in the form of a blanket purchase order to Ferguson Waterworks for the purchase of manhole repair materials. Funds to be allocated from Acct. #60-830-530-8313.

Motion carried unanimously.

AUTHORIZATION FOR BLANKET PURCHASE ORDER – CORE & MAIN:

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to approve the allocation of a not to exceed amount of \$16,000.00 in the form of a blanket purchase order to Core & Main for the purchase of manhole adjusting rings and other miscellaneous materials. Funds to be allocated from Acct. #60-830-530-8313.

Motion carried unanimously.

AUTHORIZATION FOR BLANKET PURCHASE ORDER – ADAPTOR INC.

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to approve the allocation of a not to exceed amount of \$20,000.00 in the form of a blanket purchase order to Adaptor Inc. for the purchase of internal/external manhole chimney seals and extensions to be utilized for the 2018 road projects and other areas on a time and need basis. Funds to be allocated from Acct. #60-830-530-8313.

Motion carried unanimously.

**AWARD OF CONTRACT – PRAIRIE WAY WATERMAIN LOOP & HYDRANT
RELOCATIONS:**

MOTION made by Warren, seconded by Zabel to forward to the Village Board with a positive recommendation to award a contract to Globe Contractors in the amount of \$112,370.00 plus a 10% contingency (\$11,237.00) for the Prairie Way Water Main & Hydrant Relocations.
Motion carried unanimously.



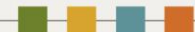
EHLERS
LEADERS IN PUBLIC FINANCE



Village of Germantown TID 8 - Financial Feasibility Analysis

Phil Cosson & Maureen Holsen, Ehlers

5/21/18

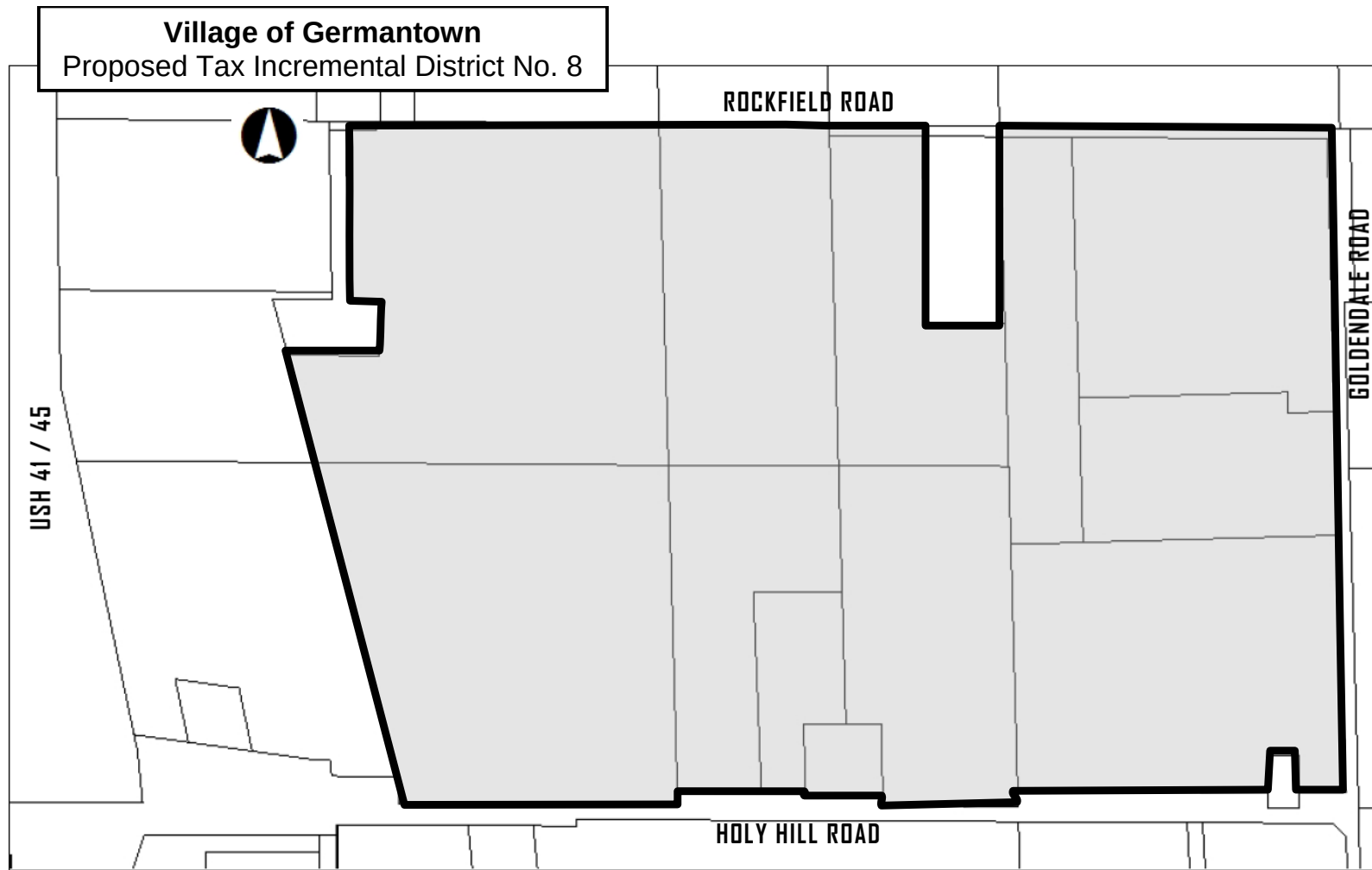


TID 8 Feasibility Analysis Information

- Proposed Map of Boundary
- TID Area Overview
- Phase 1 - Development Proposal
 - Initial Development Assumptions
 - Project Costs (Phased)
- Key Financial Assumptions
- Financial Feasibility Analysis (Phase 1 & Overall TID)
- Timetable For TID Creation



Proposed TID 8 Boundaries



TID 8 Overview

- 2018 TID Created Prior to 9-31-18
- Industrial TID – Minimum of 50% of acreage zoned and suitable for industrial development
- Industrial TID – Maximum Life 20 Years (expenditure period 15 years)
- TID 8 can't receive revenues from existing TIDs
- Approximately 108 developable acres
- Initial Development: Approximately 80 acres
- Phased Infrastructure Costs to Minimize Financial Risk



Phase 1 - Development & Cost Proposal

- Initial Development – Phase 1:
 - Construct Building 1 in 2018 - Estimated Value of \$28M
 - Construct Building 2 in 2019 – Estimated Value of \$5M
 - Total Commitment of \$33M in New Development
 - Use Approximately 50 of the 80 Available Acres
 - Contribution of 2 Acres to Village for Future Water Facilities
- Preliminary Capital Expenditures – Phase 1 (est.)
 - Offsite Improvements: \$5,070,000 including water/sewer to the site and reconstruct Holy Hill Road (for approx. 2,600 feet) (Borrowed By Village)
 - Internal Improvements: \$1,600,000 (Borrowed By Village)
 - Development Incentive: Up to \$1M from Washington County (Job Based)
 - Professional Services/TID Setup: \$25K



Phase 1: Financial Assumptions

- Key Assumptions:
 - Equalized Tax Rate: \$17.58
 - No Property Value Increase or Decrease for Life of TID
 - Development of \$33M in Taxable Development in 2018-19
 - A \$1M loan from the County to be paid back with TID increment
 - Village to borrow for Phase 1 external and initial internal costs in 2018:
 - The 2018 financing of \$7.3M includes issuance expenses & capitalized interest
 - Financial Outcome of Phase 1
 - Assuming no additional development there is a cumulative shortfall of \$300K by the end of the TID Life



TID 8 Costs

Village of Germantown

Tax Increment District #8

Estimated Project List

Project ID	Project Name/Type	Phase I 2018	Phase II TBD	Total
1	Public Improvements - Offsite	5,070,000	3,130,000	8,200,000
2	Public Improvements - Internal	1,600,000	1,500,000	3,100,000
3	Development Incentive	1,000,000	0	1,000,000
4	Professional Services	25,000	0	25,000
Total Projects		<u>7,695,000</u>	<u>4,630,000</u>	<u>12,325,000</u>

Notes:

Note 1 Project costs are estimates per Developer & Village staff

Note 2 To be provided by Washington County - Dependant Upon Job Creations, etc.

Draft



Phase 1 Development Assumptions

Village of Germantown Tax Increment District #8 Development Assumptions - Phase 1 Only

Construction Year		Building 1 ¹	Building 2 ²	Annual Total	Construction Year	
1	2018	8,400,000		8,400,000	2018	1
2	2019	19,600,000	5,000,000	24,600,000	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			0	2027	10
Totals		<u>28,000,000</u>	<u>5,000,000</u>	<u>33,000,000</u>		

Notes:

¹Building 1 - Assumes a 700K SF building with a construction value of \$40 per SF completed in 2019. Minimum value of \$28M.

²Building 2 - Assumes a 150K SF building constructed in 2019 with a minimum value of \$5M.

Draft



Phase 1 Increment

Village of Germantown									
Tax Increment District #8									
Tax Increment Projection Worksheet - Phase 1									
Type of District	Industrial		Base Value	0					
Creation Date	July 1, 2018		Appreciation Factor	0.00%					
Valuation Date	Jan 1,	2018	Base Tax Rate	\$17.58					
Max Life (Years)	20		Rate Adjustment Factor	0.00%					
Expenditure Periods/Termination	15	7/1/2033							
Revenue Periods/Final Year	21	2040							
Extension Eligibility/Years	Yes	3	Tax Exempt Discount Rate	3.50%					
Adverse Impact Eligibility			Taxable Discount Rate	4.00%					
Recipient District	No								

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	
1	2018	8,400,000	2019	0	8,400,000	2020	\$17.58	147,664
2	2019	24,600,000	2020	0	33,000,000	2021	\$17.58	580,107
3	2020	0	2021	0	33,000,000	2022	\$17.58	580,107
4	2021	0	2022	0	33,000,000	2023	\$17.58	580,107
5	2022	0	2023	0	33,000,000	2024	\$17.58	580,107
6	2023	0	2024	0	33,000,000	2025	\$17.58	580,107
7	2024	0	2025	0	33,000,000	2026	\$17.58	580,107
8	2025	0	2026	0	33,000,000	2027	\$17.58	580,107
9	2026	0	2027	0	33,000,000	2028	\$17.58	580,107
10	2027	0	2028	0	33,000,000	2029	\$17.58	580,107
11	2028	0	2029	0	33,000,000	2030	\$17.58	580,107
12	2029	0	2030	0	33,000,000	2031	\$17.58	580,107
13	2030	0	2031	0	33,000,000	2032	\$17.58	580,107
14	2031	0	2032	0	33,000,000	2033	\$17.58	580,107
15	2032	0	2033	0	33,000,000	2034	\$17.58	580,107
16	2033	0	2034	0	33,000,000	2035	\$17.58	580,107
17	2034	0	2035	0	33,000,000	2036	\$17.58	580,107
18	2035	0	2036	0	33,000,000	2037	\$17.58	580,107
19	2036	0	2037	0	33,000,000	2038	\$17.58	580,107
20	2037	0	2038	0	33,000,000	2039	\$17.58	580,107
Totals		33,000,000		0		Future Value of Increment		11,169,692

Notes:

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



Phase 1 Cashflow

Village of Germantown

Tax Increment District #8

Cash Flow Projection - Borrow Phase 1 Costs

Year	Projected Revenues				Expenditures									Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Capitalized Interest	Total Revenues	G.O. Bond 7,280,000			Municipal Revenue Obligation (MRO) 1,000,000			TID Set Up	Admin.	Total Expenditures	Principal			
					Dated Date:	09/01/18	Interest	Dated Date:	09/01/18	Interest				Annual	Cumulative	Outstanding	
2018		1.00%			Note 1			Note 2			25,000		25,000	440,515	440,515	7,280,000	2018
2019		4,405	465,515	4,405		2.25%	232,758					5,000	237,758	(233,352)	207,163	7,280,000	2019
2020	147,664	2,072		149,735		2.25%	232,758					5,000	237,758	(88,022)	119,140	7,280,000	2020
2021	580,107	1,191		581,298	200,000	2.30%	230,458	(30,188)	3.56%	111,652		5,000	516,922	64,376	183,517	7,080,000	2021
2022	580,107	1,835		581,942	200,000	2.40%	225,758	44,916	3.56%	36,549		5,000	512,222	69,720	253,237	6,880,000	2022
2023	580,107	2,532		582,639	250,000	2.50%	220,233	46,541	3.56%	34,923		5,000	556,697	25,942	279,179	6,630,000	2023
2024	580,107	2,792		582,899	250,000	2.65%	213,795	48,225	3.56%	33,239		5,000	550,259	32,639	311,818	6,380,000	2024
2025	580,107	3,118		583,225	300,000	2.80%	206,283	49,970	3.56%	31,494		5,000	592,747	(9,522)	302,297	6,080,000	2025
2026	580,107	3,023		583,130	325,000	2.90%	197,370	51,779	3.56%	29,686		5,000	608,834	(25,705)	276,592	5,755,000	2026
2027	580,107	2,766		582,873	350,000	3.00%	187,408	53,652	3.56%	27,812		5,000	623,872	(40,999)	235,593	5,405,000	2027
2028	580,107	2,356		582,463	375,000	3.05%	176,439	55,594	3.56%	25,871		5,000	637,903	(55,440)	180,153	5,030,000	2028
2029	580,107	1,802		581,908	400,000	3.10%	164,520	57,606	3.56%	23,859		5,000	650,984	(69,076)	111,077	4,630,000	2029
2030	580,107	1,111		581,218	400,000	3.15%	152,020	59,690	3.56%	21,774		5,000	638,484	(57,267)	53,810	4,230,000	2030
2031	580,107	538		580,645	425,000	3.20%	138,920	61,850	3.56%	19,614		5,000	650,384	(69,739)	(15,930)	3,805,000	2031
2032	580,107	(159)		579,947	450,000	3.30%	124,695	64,088	3.56%	17,376		5,000	661,159	(81,212)	(97,142)	3,355,000	2032
2033	580,107	(971)		579,135	475,000	3.35%	109,314	66,407	3.56%	15,057		5,000	670,778	(91,643)	(188,784)	2,880,000	2033
2034	580,107	(1,888)		578,219	500,000	3.40%	92,858	68,810	3.56%	12,654		5,000	679,322	(101,103)	(289,887)	2,380,000	2034
2035	580,107	(2,899)		577,208	525,000	3.45%	75,301	71,300	3.56%	10,164		5,000	686,766	(109,558)	(399,445)	1,855,000	2035
2036	580,107	(3,994)		576,112	575,000	3.50%	56,183	73,881	3.56%	7,584		5,000	717,647	(141,534)	(540,979)	1,280,000	2036
2037	580,107	(5,410)		574,697	600,000	3.55%	35,470	76,554	3.56%	4,910		5,000	721,934	(147,237)	(688,217)	680,000	2037
2038	580,107	(6,882)		573,225	680,000	3.65%	12,410	79,324	3.56%	2,140		5,000	778,874	(205,650)	(893,866)	0	2038
2039	580,107	(8,939)		571,168									0	571,168	(322,698)	0	2039
Total	11,169,692	(1,602)	465,515	11,633,606	7,280,000		3,084,946	1,000,000		466,358	25,000	100,000	11,956,304				Total

Notes:

1 Assumes the debt payment for the Village offsite and internal phase infrastructure. Interest rates are based upon the Yield Curves as of 5-17-18 for an A rated Bond.

2 Assumes a loan from WCEDC with increment being paid with TID increment.

Draft



Overall TID Feasibility

- Remaining Infrastructure – (est.):
 - Offsite Roadway Improvements & Internal Infrastructure: \$4.6M
 - Future Incentives: Unknown
 - Future Water Improvements (A portion of a new well & tower could be paid through excess increment).
- Potential Future Development:
 - Discussion with a local company interested in expanding in the TID around 2022.
 - Initial Expansion would be approximately 250K square feet, with an \$11M value
 - Possible additional expansion around 2027
 - Additional 28 acres of land for development
 - Financial Outcome of Overall TID:
 - It will take another \$31M in development over 9 years to fully reimburse the remaining \$4.6M in estimated remaining costs



Overall TID Costs

Village of Germantown

Tax Increment District #8

Estimated Project List

Project ID	Project Name/Type	Phase I 2018	Phase II TBD	Total
1	Public Improvments - Offsite	5,070,000	3,130,000	8,200,000
2	Public Improvments - Internal	1,600,000	1,500,000	3,100,000
3	Development Incentive	1,000,000	0	1,000,000
4	Professional Services	25,000	0	25,000
Total Projects		<u>7,695,000</u>	<u>4,630,000</u>	<u>12,325,000</u>

Notes:

Note 1 Project costs are estimates per Developer & Village staff

Note 2 To be provided by Washington County - Dependant Upon Job Creations, etc.

Draft



Overall TID Development

Village of Germantown Tax Increment District #8 Development Assumptions

Construction Year		Building 1 ¹	Building 2 ²	Building 3 ³	Annual Total	Construction Year	
1	2018	8,400,000			8,400,000	2018	1
2	2019	19,600,000	5,000,000		24,600,000	2019	2
3	2020				0	2020	3
4	2021		5,000,000		5,000,000	2021	4
5	2022			11,250,000	11,250,000	2022	5
6	2023		5,000,000		5,000,000	2023	6
7	2024				0	2024	7
8	2025		5,000,000		5,000,000	2025	8
9	2026				0	2026	9
10	2027		5,000,000		5,000,000	2027	10
Totals		<u>28,000,000</u>	<u>25,000,000</u>	<u>11,250,000</u>	<u>64,250,000</u>		

Notes:

¹Building 1 - Assumes a 700K SF building with a construction value of \$40 per SF completed in 2019. Minimum Value Guarantee of \$28M.

²Buildings 2 - Assumes 1 building each 150K SF constructed every other year starting in 2019.

³Building 3 - Assumes a 250K SF building with a construction value of \$45 per SF completed in 2022.

Draft



Overall Increment

Village of Germantown									
Tax Increment District #8									
Tax Increment Projection Worksheet - Overall TID									
Type of District	Industrial				Base Value	0			
Creation Date	July 1, 2018				Appreciation Factor	0.00%			
Valuation Date	Jan 1,	2018			Base Tax Rate	\$17.58			
Max Life (Years)	20				Rate Adjustment Factor	0.00%			
Expenditure Periods/Termination	15	7/1/2033							
Revenue Periods/Final Year	21	2040							
Extension Eligibility/Years	Yes	3			Tax Exempt Discount Rate	3.50%			
Adverse Impact Eligibility					Taxable Discount Rate	4.00%			
Recipient District	No								

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	
1	2018	8,400,000	2019	0	8,400,000	2020	\$17.58	147,664
2	2019	24,600,000	2020	0	33,000,000	2021	\$17.58	580,107
3	2020	0	2021	0	33,000,000	2022	\$17.58	580,107
4	2021	5,000,000	2022	0	38,000,000	2023	\$17.58	668,002
5	2022	11,250,000	2023	0	49,250,000	2024	\$17.58	865,765
6	2023	5,000,000	2024	0	54,250,000	2025	\$17.58	953,660
7	2024	0	2025	0	54,250,000	2026	\$17.58	953,660
8	2025	5,000,000	2026	0	59,250,000	2027	\$17.58	1,041,555
9	2026	0	2027	0	59,250,000	2028	\$17.58	1,041,555
10	2027	5,000,000	2028	0	64,250,000	2029	\$17.58	1,129,450
11	2028	0	2029	0	64,250,000	2030	\$17.58	1,129,450
12	2029	0	2030	0	64,250,000	2031	\$17.58	1,129,450
13	2030	0	2031	0	64,250,000	2032	\$17.58	1,129,450
14	2031	0	2032	0	64,250,000	2033	\$17.58	1,129,450
15	2032	0	2033	0	64,250,000	2034	\$17.58	1,129,450
16	2033	0	2034	0	64,250,000	2035	\$17.58	1,129,450
17	2034	0	2035	0	64,250,000	2036	\$17.58	1,129,450
18	2035	0	2036	0	64,250,000	2037	\$17.58	1,129,450
19	2036	0	2037	0	64,250,000	2038	\$17.58	1,129,450
20	2037	0	2038	0	64,250,000	2039	\$17.58	1,129,450
Totals		64,250,000		0		Future Value of Increment	19,256,029	

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



Overall Cashflow

Village of Germantown

Tax Increment District #8

Cash Flow Projection - Overall TID

Year	Projected Revenues				Expenditures												Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Capitalized Interest	Total Revenues	G.O. Bond 7,280,000			Municipal Revenue Obligation (MRO 1,000,000			G.O. Bond 4,720,000			TID Set Up	Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding	
					Dated Date:	09/01/18	Interest	Dated Date:	09/01/18	Interest	Dated Date:	09/01/20	Interest							
2018		1.00%			Note 1			Note 2			Note 3			25,000		25,000	440,515	440,515	7,280,000	2018
2019		4,405	465,515	4,405	0	2.25%	232,758							5,000		237,758	(233,352)	207,163	7,280,000	2019
2020	147,664	2,072		149,735	0	2.25%	232,758							5,000		237,758	(88,022)	119,140	7,280,000	2020
2021	580,107	1,191	182,388	763,686	200,000	2.30%	230,458	(30,188)	3.56%	111,652	0	2.80%	182,388	5,000		699,309	64,376	183,517	7,080,000	2021
2022	580,107	1,835		581,942	200,000	2.40%	225,758	44,916	3.56%	36,549	0	2.90%	182,388	5,000		694,609	(112,667)	70,849	6,880,000	2022
2023	668,002	708		668,710	250,000	2.50%	220,233	46,541	3.56%	34,923	0	3.00%	182,388	5,000		739,084	(70,374)	475	6,630,000	2023
2024	865,765	5		865,770	250,000	2.65%	213,795	48,225	3.56%	33,239	50,000	3.15%	181,600	5,000		781,859	83,911	84,386	6,380,000	2024
2025	953,660	844		954,504	300,000	2.80%	206,283	49,970	3.56%	31,494	150,000	3.30%	178,338	5,000		921,084	33,420	117,806	6,080,000	2025
2026	953,660	1,178		954,838	325,000	2.90%	197,370	51,779	3.56%	29,686	150,000	3.40%	173,313	5,000		932,147	22,692	140,498	5,755,000	2026
2027	1,041,555	1,405		1,042,960	350,000	3.00%	187,408	53,652	3.56%	27,812	200,000	3.50%	167,263	5,000		991,134	51,826	192,324	5,405,000	2027
2028	1,041,555	1,923		1,043,479	375,000	3.05%	176,439	55,594	3.56%	25,871	225,000	3.55%	159,769	5,000		1,022,672	20,807	213,130	5,030,000	2028
2029	1,129,450	2,131		1,131,582	400,000	3.10%	164,520	57,606	3.56%	23,859	240,000	3.60%	151,455	5,000		1,042,439	89,142	302,273	4,630,000	2029
2030	1,129,450	3,023		1,132,473	400,000	3.15%	152,020	59,690	3.56%	21,774	265,000	3.65%	142,299	5,000		1,045,783	86,690	388,963	4,230,000	2030
2031	1,129,450	3,890		1,133,340	425,000	3.20%	138,920	61,850	3.56%	19,614	290,000	3.70%	132,098	5,000		1,072,482	60,858	449,821	3,805,000	2031
2032	1,129,450	4,498		1,133,949	450,000	3.30%	124,695	64,088	3.56%	17,376	315,000	3.80%	120,748	5,000		1,096,907	37,042	486,863	3,355,000	2032
2033	1,129,450	4,869		1,134,319	475,000	3.35%	109,314	66,407	3.56%	15,057	340,000	3.85%	108,218	5,000		1,118,996	15,323	502,186	2,880,000	2033
2034	1,129,450	5,022		1,134,472	500,000	3.40%	92,858	68,810	3.56%	12,654	350,000	3.90%	94,848	5,000		1,124,169	10,303	512,489	2,380,000	2034
2035	1,129,450	5,125		1,134,575	525,000	3.45%	75,301	71,300	3.56%	10,164	375,000	3.95%	80,616	5,000		1,142,382	(7,807)	504,682	1,855,000	2035
2036	1,129,450	5,047		1,134,497	575,000	3.50%	56,183	73,881	3.56%	7,584	400,000	4.00%	65,210	5,000		1,182,857	(48,360)	456,323	1,280,000	2036
2037	1,129,450	4,563		1,134,014	600,000	3.55%	35,470	76,554	3.56%	4,910	425,000	4.05%	48,604	5,000		1,195,538	(61,525)	394,798	680,000	2037
2038	1,129,450	3,948		1,133,398	680,000	3.65%	12,410	79,324	3.56%	2,140	425,000	4.15%	31,179	5,000		1,235,053	(101,655)	293,143	0	2038
2039	1,129,450	2,931		1,132,382							520,000	4.30%	11,180			531,180	601,202	894,345	0	2039
Total	19,256,029	60,613	647,903	19,964,545	7,280,000		3,084,946	1,000,000		466,358	4,720,000		2,393,896	25,000	100,000	19,070,200				Total

Notes:

- 1 Assumes the debt payment for the Village offsite and internal phase infrastructure. Interest rates are based upon the Yield Curves as of 5-17-18 for an A rated Bond.
- 2 Assumes a loan from WCEDC with increment being paid with TID increment.
- 3 Assumes .50 basis points above the 5-17-18 scale.

Draft



TID Creation – Key Dates

- Late May – Public Hearing Notices are Published
- June 11th - Initial Joint Review Board (JRB) & Plan Commission Public Hearing
- June 26th – Village Board Action
- Early July – Final JRB





EHLERS
LEADERS IN PUBLIC FINANCE

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**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 37-2018

RELEASE OF KIWANIS COMMUNITY FOUNDATION INC. LETTER OF CREDIT

WHEREAS, on January 8, 2018, an Irrevocable Letter of Credit No. 512 was issued by First Bank Financial Center for the Germantown Kiwanis Community Foundation, Inc. ("Germantown Kiwanis") with the Village of Germantown as the Beneficiary, as per the Development and Dedication Agreement between the Germantown Kiwanis and the Village for the purposes of providing security to the Village for the design and construction of the Gehl Performing Arts Pavilion; and

WHEREAS, The Germantown Kiwanis contracted with Keller, Inc. for the construction of the Gehl Performing Arts Pavilion and the construction is nearing completion; and

WHEREAS, The Germantown Kiwanis has requested that Irrevocable Letter of Credit No. 512 by First Bank Financial Center be released to allow payment from Germantown Kiwanis to Keller Inc.; and

WHEREAS, Germantown Kiwanis has provided lien waivers from Keller Inc. and the subcontractors who have completed work onsite;

NOW, THEREFORE BE IT RESOLVED, by the Village Board of the Village of Germantown, that Administrator Steven Kreklow is hereby authorized to release Irrevocable Letter of Credit No. 512 in full.

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. 38-2018

**APPROVING A DEVELOPMENT AGREEMENT WITH J.W. SPEAKER
CORPORATION FOR DEVELOPMENT WITHIN TID # 7**

WHEREAS, the Village Board previously approved the creation of Germantown Tax Increment District No. 7; and

WHEREAS, it is in the best interests of the residents of the Village to ensure that development within TID # 7 occurs within an appropriate timeframe to protect the financial health of the TID; and

WHEREAS, the attached development agreement accomplishes that goal;

NOW, THEREFORE BE IT RESOLVED, by the Village Board of the Village of Germantown, that the Development Agreement between the Village and J.W. Speaker Corporation in the form attached is hereby approved subject to those non-material legal and technical changes deemed necessary and appropriate by the Village Attorney.

BE IT FURTHER RESOLVED that the Village President and Village Clerk are hereby authorized to execute and deliver the same.

Introduced by: _____

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna L. Boldrey, WCMC/CMC
Village Clerk

J.W. SPEAKER CORPORATION

DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a municipal corporation of the State of Wisconsin located in Washington County (the "Village"), and J.W. Speaker Corporation, a Wisconsin Corporation (the "Developer").

WHEREAS, Developer is the owner of certain lands in the Village of Germantown located generally east of Goldendale Road, north of Freistadt Road and south of the Wisconsin & Southern Railroad tracks, which is more fully described in the attached Exhibit A (the "Property"); and

WHEREAS, Developer intends to develop the Property to initially include a 30,000 sq. ft. SMT Manufacturing building, a 40,000 sq. ft. Design Center and an expansion of Developer's Freistadt Road facility (the "Project"); and

WHEREAS, the Project will necessitate the expansion of the Village's water and sanitary sewer facilities to serve the Property including the installation of water mains, sanitary sewer mains, roadway improvements, storm water facilities, and landscaping features as shown in the attached Exhibit B (the "Plans"); and

WHEREAS, the Village has determined that to promote development, expand the tax base of the Village and to provide for job creation and retention, it is willing to provide some financial incentive to Developer to complete construction and commence operation of the Project; and

WHEREAS, Developer has provided financial information sufficient to demonstrate to the Village Board that Developer has need of financial incentive for the construction and operation of the Project to be financially viable within a reasonable time frame; and

WHEREAS, prudent fiscal management by the Village requires that this incentive to the Developer be provided with appropriate assurances to the Village that the Project will be developed substantially as presented to the Village; and

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

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

ARTICLE I – DEVELOPER OBLIGATIONS

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

1.02 WATER SUPPLY FACILITIES. Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all water supply facilities, including an extension of 8” water main from the Village water main to be installed in Goldendale Road east on the Property for a distance of approximately 3,626 feet together with necessary private water laterals to service the proposed buildings, before authorization for construction will be given, in accordance with Sec. 18.08(8) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village. All private water utility improvements shall be maintained in accordance with the Private Water Main Operation, Inspection and Maintenance Agreement in the form as attached as Exhibit C. All public water main not within public right-of-way shall be constructed within an easement dedicated to the Village of Germantown. Water main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

1.03 SANITARY SEWER FACILITIES. Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all sanitary sewer facilities, including an extension of 10” sanitary sewer main from the Village sanitary sewer interceptor to be installed in Goldendale Road east on the Property for a distance of approximately 619 feet, 8” sanitary sewer main to the east for an additional 1,530 feet, and all necessary laterals to service the proposed buildings, before authorization for construction will be given, in accordance with Sec. 18.08(7) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village. All sanitary sewerage system improvements that are to be transferred to the Village Waste Water Utility shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to

review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

1.04 OTHER UTILITIES. Developer shall be responsible for and cause electrical power, telephone facilities, sewer facilities and natural gas facilities to be installed in such manner as to make proper and adequate service available to each occupied building in the Development. All such services shall be located underground in accordance with applicable codes.

1.05 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may reasonably require or direct pursuant to Sec. 17.441 of the Municipal Code, and, in addition, shall undertake the following measures to insure sediment control:

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

Developer from strict compliance with required erosion control measures or be considered a substitute or replacement for such measures.

1.06 STORM WATER DRAINAGE FACILITIES. Developer shall design and submit to the Village Engineer for approval storm water drainage facilities adequate to accommodate expected surface water flow within and through the Property, in accordance with Sec. 18.08(10) of the Municipal Code and Chapter 13 of the Milwaukee Metropolitan Sewerage District rules, it being acknowledged that the Village and the Village Engineer have approved the same.

(1) With the exception of the Village's existing stormwater drainage facility on the property that the Developer is relocating, Developer agrees that it responsible for the perpetual maintenance of all storm water drainage and detention and retention facilities ("Storm Water Facilities") located on the Property. Storm Water Facilities shall be maintained in the future according to the same performance standards to which they were constructed pursuant to Section 18.08(10), Municipal Code, namely, that they accommodate the maximum potential volumes of flow through and within the development, and meet applicable performance standards for storage and release.

(2) Developer shall install all storm sewer water facilities as shown on the Plans.

(3) All Public Storm Water Facilities shall be installed in an easement provided for the benefit of all owners of the Property.

(4) Village and Developer acknowledge that the on-site stormwater facilities lead to a regional stormwater system maintained by the Village. Notwithstanding anything above, the Village shall continue to be responsible for all maintenance related to the regional stormwater facilities including, but not limited to, the existing stormwater drainage facility on the Property that the Developer is relocating.

1.07 LANDSCAPING. Developer shall complete all landscaping in accordance with the landscaping plans that form a part of the Plans and seeding, matting/mulching or sodding of Village right-of-way to the extent shown on the Plans, all to be completed prior to acceptance of the improvements by the Public Works Committee. This shall expressly include the installation of the landscape berms shown on the Plans for the benefit of the Neuland Subdivison located at the northeast corner of Freistadt and Goldendale Roads.

1.08 STREET IMPROVEMENTS. Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all street improvements before authorization for construction will be given. This shall include the private street and driveway to be installed on the Property in accordance with Sec. 18.07 of the Municipal Code and those improvements to streets abutting the development in accordance with Sec. 18.08(15) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional

Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village. The private street shall be installed within an access and maintenance easement allowing appropriate access to the Project and requiring maintenance to be the responsibility to the Developer, such easement shall be prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

ARTICLE II – VILLAGE OBLIGATIONS

2.01 PUBLIC UTILITY EXTENSIONS. Village, entirely at its own expense as a project cost of Germantown Tax Increment District No. 7 (“TID No. 7”), shall construct and install an extension of both the 16” public water main and the 18” public sanitary sewer interceptor from their current terminus located roughly at the corner of Freistadt and Goldendale Roads north approximately 2,400 feet along Goldendale Road to the Wisconsin & Southern Railroad tracks.

2.02 FINANCIAL INCENTIVE TO DEVELOPER. In consideration for the development and construction of the Project by Developer in the time and manner required herein, the Village agrees to pay a financial incentive to the Developer in a maximum amount of \$708,000 (the “Incentive”). The Village further agrees that this Agreement shall constitute a Municipal Revenue Obligation under the terms contained herein (the “MRO”), in the maximum amount of \$708,000.00. The total Incentive shall be paid pursuant to the following:

(1) Payment of the Incentive shall be paid annually from the Available Tax Increment generated by the Project. “Available Tax Increment” means Tax Increment actually collected by the Village with respect to the Property (including Tax Increment on Personal Property). More specifically, the Available Tax Increment for purposes of this Agreement will reflect the difference between the amount of tax collected on the equalized value of the Property as determined as on January 1, 2018, and the tax on the equalized value of the Property with the building and site improvements contemplated in this Agreement, and taxable personal property installation on the Property, and which tax is actually collected by the Village for the Special TID No. 7 Fund. The obligation to make such payments shall terminate as provided in Sub. (6) and/or (8) below, or at the earlier of the end of the currently remaining life of TID No. 7 or the date the full Incentive has been paid to Developer or as provided in Sub. (11) below. The Municipal Revenue Obligation shall not bear interest, and shall be a project cost of TID No. 7.

(2) Any payment to Developer hereunder shall be paid solely from the Available Tax Increment remaining after the Village makes its annual debt service payment on the General Obligation Bonds used to complete the improvements described in Section 2.01.

- (3) Payments on the MRO shall be payable solely from the Special TID No. 7 Fund, and only to the extent that the Village shall have received as of such payment date Available Tax Increment generated by the Property and the Personal Property, and no MRO Default shall have occurred, and shall not be an obligation of or a charge against the Village's general credit or taxing power.
- (4) Payments on the MRO shall commence with the first tax bill after the Village accepts the dedication of the public water and sanitary sewer improvements installed by the Developer. For Available Tax Increment paid by Developer and collected by the Village by the July 31st due date, the payment date for the MRO shall be September 1st. By way of example, if the Village accepts the dedication of the public improvements prior to the tax bill generated in December of 2018, which would be paid by Developer on or before July 31, 2019, the MRO payment to Developer would be on September 1, 2019. All obligations for payment of the MRO shall terminate with the end of the final year of TID No. 7 as provided in Wis. Stat. § 66.1105, or may be sooner terminated as provided herein.
- (5) Owner/Developer understands and agrees that the MRO of Village hereunder will be payable only to the extent that there exists Available Tax Increment as defined herein and generated pursuant to Wis. Stat. § 66.1105, with respect to the Property and Personal Property, and no MRO Default has occurred under this Agreement, and will never represent or constitute general obligation debt or bonded indebtedness of the Village, the State of Wisconsin or any political subdivision, all pursuant to the provisions of Wis. Stat. § 66.1105.
- (6) To satisfy in full the Village's obligations under the MRO, the Village shall have the right to prepay the outstanding balance of the MRO at any time. The prepayment option is available to provide the Village the option of early termination of TID No. 7.
- (7) Under no circumstance shall the Village pay more to the Developer than the total amount of Available Tax Increment generated by the Project and collected by the Village during the term of this Agreement.
- (8) If the State laws regarding ad valorem taxation are amended or modified during the term of this Agreement such that the projected Tax Increments from the Property are materially reduced, and there are no corresponding amendments or modifications to the Tax Increment Law to compensate for such reduction, the parties agree to work in good faith to consider amendments to this Agreement toward the end of rendering the respective positions of the parties generally equivalent to the positions set forth herein.
- (9) THE VILLAGE MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE TAX INCREMENT, IF APPROPRIATED, WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND

PAYABLE UNDER THIS AGREEMENT. THE VILLAGE'S OBLIGATION TO MAKE PAYMENTS HEREUNDER IS LIMITED TO THE AVAILABILITY OF TAX INCREMENT.

(10) The occurrence of any one or more of the following events shall constitute a MRO Default hereunder:

- A. The Developer fails to make any property tax or installment payment within the time required by statute.
- B. The Developer 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 for a period of ninety (90) days or Owner shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment; or (vi) adopt a plan of complete liquidation of its assets.
- C. Developer ceases to exist.
- D. Developer sells or otherwise transfers the Property to an entity that is controlled by someone other than the principal owners of Developer unless such sale or transfer is the result of a merger and the Property continues to be utilized in the same manner as Developer.
- E. The Project or any part of the Property becomes exempt from general property taxation.

(11) Except as otherwise set forth in this Agreement, upon the occurrence of any MRO Default, without further notice, demand or action of any kind by the Village shall have the right to suspend performance of any of its obligations or covenants under this Section 2.02.

ARTICLE III - CONSTRUCTION

3.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements contemplated by this Agreement in accordance with the

Plans. Developer shall provide a schedule of construction setting forth approximate dates of commencement and completion of each phase of the construction. Developer agrees that no work shall be scheduled for the improvements without the Village Engineer's written approval of the starting date and schedule, which approval shall not be unreasonably withheld, it being acknowledged that the Village and Village Engineer have approved the starting date and schedule. A pre-construction meeting shall be scheduled between Developer, the contractors and the Village prior to commencement of any construction on the improvements. Developer shall, prior to such meeting, notify all utilities of the planned construction and the date and location of the pre-construction meeting.

3.02 OCCUPANCY PERMITS. No occupancy permits under Chapter 14 of the Municipal Code shall be issued until the water main, sanitary sewer, and storm sewer improvements are installed, inspected by the Village utilities and approved by the Village Engineer, all record-drawings are filed with the Village approved by the Village Engineer in accordance with 3.05 below, and all other improvements required by this Agreement are installed and accepted by the Public Works Committee.

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

- (1) Site grading plan
- (2) Water main and storm sewer record-drawings, including plans for the Private Water System and sanitary sewer
- (3) Erosion and sedimentation controls

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

3.04 EXISTING FLORA. Developer shall, in accordance with Sec. 18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses located within and on the berm along the northern edge of the Property and within the wetland areas which are protected and retained (e.g., those for which a fill permit has not been granted). Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

3.05 RECORD-DRAWING DOCUMENTS. Developer shall, not later than sixty (60) days following Final Acceptance of the improvements, provide the Village with record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, double matte mylar (4 mil minimum thickness) of the water main and fire hydrant lead and storm water management facilities. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all improvements. All record-drawing

measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of the Village Engineering Department.

ARTICLE IV - DEDICATION AND ACCEPTANCE

Developer agrees that the improvements will not be accepted by the Village until (i) all outstanding charges to be paid by Developer under the Municipal Code have been paid in full, (ii) affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the Village) encumber the improvements.

Developer shall request in writing to the Village Engineer, acceptance of the public improvements. The Village Engineer will order an inspection of the improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer for completion prior to acceptance. Upon completion of corrective action, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee. Upon satisfaction of the conditions set forth in this Agreement, and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). The acceptance of the public improvements by the Public Works Committee shall commence running of the one-year warranty period provided for and in accordance with Section 8.01 of this Agreement.

ARTICLE V - PAYMENT OF FEES

5.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the Village. Nothing in this provision, nor in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village of Germantown.

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

(1) Water:	\$832.00/REC
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- | | |
|-----------------------------------|--------------------------------|
| (2) Fire Protection: | \$0.63549/\$1000 Building Cost |
| (3) Police Protection Facilities: | \$ 0.2809/\$1000 Building Cost |
| (4) Sewer Connection Fee | \$4,060.00/REC |

REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. These fees are payable at the time of Building Permit issuance. One year following the issuance of the occupancy permit, Water and the Sewer Connection Fees paid hereunder shall be reviewed and adjusted based upon the average actual usage with a final settlement to be completed and payable within 30 days of the completion of the review.

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

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

If a Developer's Agreement is required for this project, the Engineering Department shall charge a minimum fee of \$5,000 for a fee as per Section 18.10(3) of the Municipal Code. The fee as calculated based upon the required improvements hereunder is as shown in Exhibit D.

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

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

ARTICLE VI - SPECIAL PROVISIONS

6.01 SEWER CONNECTIONS. Developer shall install sewer connections, grease interceptors and sampling manholes at the Property in accordance with the Plans.

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

ARTICLE VII - FINANCIAL GUARANTY

7.01 AMOUNT. Developer shall at the time of issuance of the building permit pay to the Village such funds as itemized in the attached Exhibit D which shall assure the faithful performance of Developer's obligations under this Agreement. The Village shall maintain these funds as security and draw upon them from time-to-time as needed to cover its costs. The Village shall provide regular updates as to the balance of the funds. Upon final acceptance of the public improvements, there shall be a final settlement on the funds based upon actual costs.

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

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

7.04 REMEDIES. At the option of the Village, a material breach of this Agreement shall result in the Village having the right to revoke and/or withhold any and all occupancy permits until such breach is cured. In addition, the Village shall have the right to remedy such breach at its expense and assess the cost thereof against the subject property and/or draw upon the financial guaranty (whether certified check or letter of credit) to pay for the necessary cost for the Village to complete the public improvements in accordance with the Plans. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

7.05 ESTIMATED ASSESSED VALUE. Developer estimates that upon completion, the equalized value of Phase I and Phase II of the Project will be not less than \$15,400,000. Developer agrees not to challenge any equalized assessed value of the Project up to \$15,400,000, absent manifest error or mistake. If the Village performs all of its obligations under this Agreement and the first two phases of the Project fail to reach a total equalized assessed value of \$15,400,000 or if Developer successfully challenges and causes a reduction of the assessed value of the Project below \$15,400,000 after the first two phases of the Project are complete, then Developer shall pay to the Village an amount equal to the amount of the general property taxes that would have been due for the Project, multiplying the Village's then current mill rate by a value of \$15,400,000, less the amount of taxes actually paid for the Project (the "Differential Payment"). The Village shall submit a bill to Developer for the Differential Payment. Such a billing shall be submitted to Developer by the Village Treasurer by December 31st of the relevant tax year and shall be paid in full by Developer, without interest thereon, by March 31st of the following year. Developer's obligations under this paragraph upon any default shall be collectible as general property taxes and any such delinquent amount shall constitute a lien upon the Project, as and in the same method, manner, status and legal existence as levied taxes are a lien pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627. If any Differential Payment is not made when due, the Village may, in addition to all other remedies available to it, levy a special assessment or special charge against the Property in the amount of the unpaid Differential Payment. Any and all notice and hearing requirements which may be required under the law for such special assessment or special charge are hereby waived by Developer. Developer expressly agrees that this paragraph shall survive the termination of this Agreement, provided that Developer's responsibility hereunder shall terminate upon the closure of TID No. 7.

ARTICLE VIII - GUARANTEE AND INDEMNIFICATION

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

8.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the negligence of Developer, its agents, contractors or employees, except to the extent caused by the negligence or willful misconduct of the Village, its employees, agents or contractors, in connection with the performance of this Agreement. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to defend the same

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

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

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

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

order of any government entity having jurisdiction over the control of such wastes or substances.

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

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

defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE IX - TIME OF COMPLETION

9.01 COMPLETION DATE.

(1) Developer shall prepare detailed plans and obtain permits from all government authorities with jurisdiction over the Land with respect to the following phases of the Project:

A. "Phase I" shall consist of a SMT Manufacturing building of approximately 30,000 sq. ft., a Design Center of approximately 40,000 sq. ft., and the other infrastructure improvements required under this Agreement and as necessary to achieve final occupancy for Phase I, including but not limited to construction of the sanitary sewer and water mains serving the Project, construction of the internal private drive, and installation of the landscape berms, all as depicted on the Plans and as approved by the Village.

B. "Phase II" shall consist of an approximately 90,000 sq. ft. expansion of Developer's existing Freistadt Road facility, an approximately 2,000 sq. ft. meeting/retreat facility, and all other improvements required under this Agreement and as necessary to achieve final occupancy for Phase II, as generally depicted on the Plans and as approved by the Village.

C. Developer may complete an additional phase on the Property which may include up to 150,000 sq. ft. of additional manufacturing space.

(2) Subject to the remaining terms of this Agreement, Developer shall complete the Project which shall include installation of utility service, construction and installation of the sanitary sewer and water main improvements, stormwater facilities, driveways, parking lots, landscaping berms, and all other site work and improvements as may be required pursuant to the Plans for the Project, constructed in Phases I and II of the Project consistent with the schedule set forth below:

A. Phase I shall be commenced not later than September 1, 2018 and completed not later than December 31, 2019; and

B. Phase II shall be commenced not later than June 1, 2020 and completed not later than December 31, 2021.

Each phase shall be deemed completed upon a certificate of occupancy being issued by the Village for all of buildings in the phase and the Village accepting the water and sanitary sewer main extensions.

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

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

ARTICLE X - GENERAL PROVISIONS

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

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

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

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

10.05 OWNERSHIP. Developer certifies and warrants to the Village that it is the sole owner of the real estate that comprises the Property.

10.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind J.W. Speaker Corporation as an authorized officer of the same.

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

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

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

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

10.11 REAL ESTATE TAXES. Developer agrees to timely pay or cause to be paid to the Village general property taxes assessed and levied by the Village in connection with the Project under its applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the Village with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes. Developer further agrees that, until the closure of TID No. 7, it will not sell, lease, assign or otherwise transfer or convey any interest in the Project or the Land to a person or entity exempt from general property taxation, nor otherwise use the Project in any manner that would cause all or a portion of the Project or Land to be exempt from general property taxation unless the exempt entity or user first enters into a Payment in Lieu of Taxes (PILOT) Agreement with the Village upon such terms as are agreeable to the Village.

ARTICLE XI - NON-ASSIGNMENT

This Agreement, which is binding upon Developer, shall not be assigned by Developer to any individual, firm, partnership or corporation without the express approval of the Village.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of May, 2018 which shall be the effective date of this Agreement.

[SIGNATURE PAGES FOLLOW]

J.W. SPEAKER CORPORATION

By: _____

Name: Jamie Speaker

Its: Co-President

STATE OF WISCONSIN)
) SS
COUNTY OF WASHINGTON)

Personally came before me this ____ day of May, 2018, the above-named, Jamie Speaker, Co-President of J.W. Speaker Corporation, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged that he or she executed the foregoing instrument in such capacity.

By: _____

Print Name: _____

Notary Public, State of Wisconsin

My Commission Expires:

VILLAGE OF GERMANTOWN

By _____
Dean Wolter, Village President

ATTEST:

By _____
Deanna Boldrey, Village Clerk

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of May, 2018, the above-named, Dean Wolter, Village President, and Deanna Boldrey, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation.

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

Approved as to form:

Brian C. Sajdak, Village Attorney

EXHIBIT A
LEGAL DESCRIPTION
(SEE ATTACHED)

EXHIBIT B
IMPROVEMENT PLANS
(SEE ATTACHED)

EXHIBIT C

PRIVATE WATER MAIN
OPERATION, INSPECTION & MAINTENANCE AGREEMENT

(SEE ATTACHED)

EXHIBIT D

VILLAGE FEE SCHEDULE FOR PROJECT

(SEE ATTACHED)

EXHIBIT "D"**J.W. SPEAKER CORPORATION**

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT
Survey Monuments	1.02	\$350.00 #
Site & Street Grading	1.03 & 1.11	\$365,000.00
Gravel Base and Asphalt Pavement	1.03	\$395,000.00
Asphalt Surface Coarse	1.03	\$155,000.00
Concrete Curb & Gutter	1.04	\$90,000.00
Sidewalks / Walk Paths	1.05	\$60,000.00
Sanitary Sewer System	1.06	\$140,000.00 #
Water System	1.07	\$230,000.00 #
Other Sewer & Water Facilities	1.08	\$100,000.00 #
Underground Utilities	1.09	\$0.00
Street Lights	1.1	\$70,000.00
Street Signs	1.08	\$0.00
Erosion Control	1.11 & 2.04	\$65,000.00
Storm Water System, Pond & Drainage	1.12	\$20,000.00 #
Permanent Barricades	1.13	\$0.00
SUB-TOTAL		\$1,690,350.00
DATA Conversion Fee (record drawings)	4.03	\$500.00 *
Improvement Review Fee: (Based on \$490,350.00)	4.03	\$9,831.13 *
Professional Fee (Attorney)	4.05	\$500.00 *
Inspection Fee (Estimate based on construction time)	4.05	\$10,000.00 *
SUB-TOTAL		\$20,831.13
SMT BUILDING (Estimated Value @ \$6 mil)		
IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE		
Sanitary Sewer (5.48 REC @ \$4,060 / REC)	4.02	\$22,248.80 **
Water (5.48 REC @ \$832 / REC)	4.02	\$4,559.36 **
Fire (0.63549/\$1000 Bldg Cost)	4.02	\$3,812.94 **
Police (0.2809/\$1000 Bldg Cost)	4.02	\$1,685.40 **
Park & Recreation	4.02	n/a **
Library	4.02	n/a **
SUB-TOTAL		\$32,306.50
DESIGN CENTER (Estimated Value @ \$9 mil)		
IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE		
Sanitary Sewer (8.03 REC @ \$4,060 / REC)	4.02	\$32,601.80 ***
Water (8.03 REC @ \$832 / REC)	4.02	\$6,680.96 ***
Fire (\$0.6359/\$1000 Bldg Cost)	4.02	\$5,719.41 ***
Police (\$0.2809/\$1000 Bldg Cost)	4.02	\$2,528.10 ***
Park & Recreation	4.02	n/a ***
Library	4.02	n/a ***
SUB-TOTAL		\$47,530.27

TOTAL (Letter of Credit Amount)	\$1,690,350.00 *
# Items used in calculation of Improvemen Review Fee	\$490,350.00
* Amount to be Paid at Time of Issuance of First Building Permit	\$20,831.13
** Amount to be Paid at Time of SMT Building Permit Issuance	\$32,306.50
*** Amount to be Paid at Time of Design Center Building Permit Issuance	\$47,530.27

Developer or Owner

Jamie Speaker
Print Name

Date

Lawrence W Ratayczak, PE
Director of Public Works

Date

RESOLUTION NO. 39-2018

RESOLUTION AWARDING THE SALE OF \$2,480,000**
GENERAL OBLIGATION COMMUNITY DEVELOPMENT
BONDS, SERIES 2018B; PROVIDING THE FORM OF THE BONDS;
AND LEVYING A TAX IN CONNECTION THEREWITH

WHEREAS, on February 5, 2018, the Village Board of the Village of Germantown, Washington County, Wisconsin (the "Village") adopted a resolution entitled: "Resolution Authorizing the Borrowing of Not to Exceed \$2,500,000; and Providing for the Issuance and Sale of General Obligation Community Development Bonds Therefor" (the "Authorizing Resolution") which authorized the issuance and sale of general obligation community development bonds for the purpose of paying the project costs of public infrastructure and improvements of the Village's Tax Incremental District No. 7 (the "Project");

WHEREAS, pursuant to the Authorizing Resolution, the Village Finance Director (in consultation with the Village's financial advisor) caused an Official Notice of Sale to be distributed, offering the aforesaid general obligation community development bonds for public sale on May 21, 2018; and

WHEREAS, sealed bid proposals were received as summarized on Exhibit C attached hereto; and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by _____, _____, _____, fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the Village. A copy of said bid is attached hereto as Exhibit A and incorporated herein by this reference.

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

Section 1. Award of the Bonds. The bid proposal of _____, _____, _____ (the "Purchaser") is hereby accepted, said proposal offering to purchase the \$2,480,000 Village of Germantown General Obligation Community Development Bonds, Series 2018B (the "Bonds") for the sum of _____ DOLLARS (\$_____), plus accrued interest to the date of delivery, resulting in a net interest cost of _____ DOLLARS (\$_____) and a true interest rate of _____%.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Community Development Bonds, Series 2018B," shall be dated June 6, 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth in the Pricing Summary attached hereto as Exhibit D and incorporated herein by this reference. Interest is payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2018. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit E and incorporated herein by this reference (the "Schedule").

Section 3. Designation of Purchaser as Agent. The Village hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Bonds to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

Section 4. Redemption Provisions. At the option of the Village, the Bonds maturing on March 1, 2029 and thereafter shall be subject to redemption prior to maturity on March 1, 2028 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, from maturities selected by the Village and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on Exhibit F attached hereto and incorporated herein by this reference.]

Section 5. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged and a direct annual irrepealable tax is hereby levied upon all taxable property of the Village. Said direct annual irrepealable tax shall be levied in the years 2018 through 2032 for payments due in 2019 through 2033 in the amounts as set forth on the Schedule.

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village levied in said years are collected. So long as any part of the principal of or interest on the Bonds remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein, including any capitalized interest funded with the proceeds of the Bonds.

Proceeds of the Bonds in the amount of \$_____. shall be irrevocably deposited in the Debt Service Fund Account for the Bonds created below and shall be used solely to pay the interest on the Bonds coming due on September 1, 2018.

Section 7. Debt Service Fund Account. There is hereby established in the Village treasury a fund account separate and distinct from every other Village fund or account designated "Debt Service Fund Account for \$2,480,000 Village of Germantown General Obligation Community Development Bonds, Series 2018B, dated June 6, 2018." There shall be deposited in said fund account any premium plus accrued interest paid on the Bonds at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Bonds when the same shall become due and to retire the Bonds at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Bonds and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 8. Segregated Borrowed Money Fund. The proceeds of the Bonds (the “Bond Proceeds”) (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and be disbursed solely for the purposes for which borrowed or for the payment for the principal of and the interest on the Bonds.

Section 9. Arbitrage Covenant. The Bond Proceeds may be temporarily invested in legal investments until needed provided, however, that the Village hereby covenants and agrees that so long as the Bonds remain outstanding, moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used or invested in a manner which would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and any applicable regulations including Sections 1.148-1 through 1.148-11 of the income tax regulations, as the same exist on this date, or may from time to time hereafter be amended, supplemented or revised.

The Village Clerk, or other officer of the Village charged with responsibility for issuing the Bonds shall provide an appropriate certificate of the Village, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Village regarding the amount and use of the Bond Proceeds and the facts and estimates on which such expectations are based, all as of the date of delivery and payment for the Bonds.

Section 10. Additional Tax Covenants; Exemption from Rebate; Qualified Tax-Exempt Obligation Status. The Village hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Bonds) to assure that the Bonds are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the Village as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the Village to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Bonds will continue to be obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

The Village anticipates that the Bonds will qualify for the construction expenditure exemption from the rebate requirements of the Code. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the Village as of the Closing, for inclusion in the transcript of proceedings, with respect to said exemption from the rebate requirements, and said Village Clerk or other officer is hereby authorized to make any election on behalf of the Village in order to comply with the rebate requirements of the Code. If, for any reason, the Village did not qualify for any exemption from the rebate requirements of the Code, the Village covenants that it would take all necessary steps to comply with such requirements.

The Village hereby designates the Bonds to be "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation, the Village Clerk or other officer of the Village charged with the responsibility for issuing the Bonds, shall provide an appropriate certificate of the Village, all as of the Closing.

Section 11. Persons Treated as Owners; Transfer of Bonds. The Village Clerk shall keep books for the registration and for the transfer of the Bonds. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Village Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Village Clerk shall deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Village Clerk shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Village Clerk shall cancel any Bond surrendered for transfer.

The Village shall cooperate in any such transfer, and the Village President and Village Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

The 15th day of each calendar month next preceding each interest payment date shall be the record date for the Bonds. Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Village maintained by the Village Clerk at the close of business on the corresponding record date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation and an official of the Village has executed such Letter of Representation and delivered it to the DTC on behalf of the Village.

Section 13. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The appropriate Village official shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 14. Execution of the Bonds. The Bonds shall be issued in typewritten form, one Bond for each maturity, executed on behalf of the Village by the manual or facsimile signatures of the Village President and Village Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the delivery of the Bonds, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

Section 15. Payment of the Bonds. The principal of and interest on the Bonds shall be paid by the Village Clerk or his or her agent in lawful money of the United States.

Section 16. Continuing Disclosure. The Village hereby covenants and agrees that it will comply with and carry out all of the provisions of its Continuing Disclosure Certificate, which the Village will execute and deliver on the Closing Date. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Village to comply with its obligations under this Section.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village or any parts thereof in conflict with the provisions hereof shall be and the same are hereby rescinded insofar as they may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 21st day of May, 2018.

Dean Wolter,
Village President

(SEAL)

ATTEST:

Deanna Boldrey,
Village Clerk

EXHIBIT B

(Form of Bond)

REGISTERED
NO. R-__

UNITED STATES OF AMERICA
STATE OF WISCONSIN
WASHINGTON COUNTY
VILLAGE OF GERMANTOWN
GENERAL OBLIGATION COMMUNITY
DEVELOPMENT BOND, SERIES 2018B

MATURITY DATE: ORIGINAL DATE OF ISSUE INTEREST RATE: CUSIP:

MARCH 1, 20__ JUNE 6, 2018 _____% 374118__

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS
(\$_____)

KNOW ALL MEN BY THESE PRESENTS, that the Village of Germantown, Washington County, Wisconsin (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2018 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable in lawful money of the United States. The principal of this Bond shall be payable only upon presentation and surrender of the Bond at the office of the Village Clerk. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the Village Clerk at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$2,480,000 all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption

provision, issued by the Village pursuant to the provisions of Chapter 67, Wisconsin Statutes, for the purpose of paying the project costs of public infrastructure and improvements of the Village's Tax Incremental District No. 7, all as authorized by resolutions of the Village Board duly adopted by said governing body at meetings held on February 5, 2018 and May 21, 2018. Said resolutions are recorded in the official minutes of the Village Board for said dates.

At the option of the Village, the Bonds maturing on March 1, 2029 and thereafter are subject to redemption prior to maturity on March 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, from maturities selected by the Village and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, or overnight express delivery, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Bonds shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable. It is hereby further certified that the Village has designated this Bond to be a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Village Clerk. In the event that the Depository does not continue to act as depository for the Bonds, and the Village Board appoints another depository, new fully registered Bonds in the same aggregate principal amount shall be issued to the new depository upon surrender of the Bonds to the Village Clerk, in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Village Clerk shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Village may treat and consider the Depository in whose name this Bond is registered as the

absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

IN WITNESS WHEREOF, the Village of Germantown, Washington County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the signatures of its duly qualified Village President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the 6th day of June, 2018.

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY, WISCONSIN

By: _____
Dean Wolter
Village President

(SEAL)

By: _____
Deanna Boldrey,
Village Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or its Nominee
Name)

(Authorized Officer)

NOTICE: The above-named
or Depository or its Nominee Name must
correspond with the name as it appears upon the
face of the within Bond in every particular,
without alteration or enlargement or any change
whatever.

Meeting Date: May 21, 2018

Agenda Item & Title: Ordinance 04-2018, An Ordinance to Create the Municipal Board of Absentee Ballot Canvassers

Submitted By: Deanna Boldrey, Village Clerk

Explanation:

Ordinance 04-2018, an Ordinance to Create the Municipal Board of Absentee Ballot Canvassers allows for the centralized counting of absentee ballots on election day. The ordinance allows for efficiencies by allowing for all absentee ballots to be counted at the Village Hall Board Room rather than at each district.

Currently, the absentee ballots are counted at each district. The absentees are secured and delivered to each location. On election day the election workers at each site process the absentees while in person voters stand in line and wait. The Clerk delivers any additional absentee ballots to each location that arrive on Election Day.

Currently, the Village already owns an additional top piece of equipment.

By allowing all absentees to be processed in one location the absentee processing will be streamlined and more efficient. The absentee results will modem to the County at the end of the night like the four districts to be included in the totals.

The Wisconsin Elections Commission and the County Clerk have reviewed and approved the ordinance and the processes for the Municipal Board of Canvassers.

ORDINANCE NO. 04-2018

**AN ORDINANCE TO CREATE THE MUNICIPAL BOARD OF
ABSENTEE BALLOT CANVASSERS**

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

SECTION 1. Section 1.47 of the Municipal Code is hereby created to read as follows:

Pursuant to §§ 7.53(2m) and 7.52 of the Wisconsin Statutes, the Village Board of the Village of Germantown hereby creates a Municipal Board of Absentee Ballot Canvassers and authorizes the centralized counting of absentee ballots on election days as follows:

A.

The Municipal Board of Absentee Ballot Canvassers shall be composed of the Village Clerk, or a qualified elector of the Village designated by the Clerk, and two other qualified electors of the municipality appointed by the Clerk for a term of two years commencing on January 1 of each odd-numbered year. The Clerk may appoint additional inspectors under § 7.30(2)(a), Wis. Stats., to assist the absentee ballot Board of Canvassers in canvassing absentee ballots under this section.

B.

The Village of Germantown declares that, in lieu of canvassing absentee ballots at polling places under § 6.88 of the Wisconsin Statutes, the Municipal Board of Absentee Ballot Canvassers shall canvass all absentee ballots at all elections held in the municipality.

C.

The Clerk shall give at least 48 hours' notice of any meeting of the Municipal Board of Absentee Ballot Canvassers under this section.

D.

The Clerk shall not later than the closing hour of the polls post at the Clerk's Office and on the internet site announced by the Clerk before the poll opens a statement of the number of absentee ballots that the Clerk has mailed or transmitted to electors and that have been returned by the closing hour on election day. The Clerk shall also make such statement available to any person requesting the same.

SECTION 2. This ordinance shall take effect and be in full force the day after its passage and publication, as provided by law.

Ordinance 04-2018

Introduced by Trustee: _____

Adopted:

Vote: Ayes: _____
 Nays: _____

Dean Wolter, Village President

ATTEST:

Deanna Boldrey, Village Clerk

APPROVED AS TO FORM:

Brian Sajdak, Attorney

Published: