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

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

**DATE AND TIME:** ***MONDAY, June 4, 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 21, 2018 Regular Village Board Meeting

B. Accounts payable/payroll

| | | | |
|---|---|---|---|
| 1. | May 25, 2018 | Accounts Payable | $208,471.29 |
| 2. | May 29, 2018 | Payroll Hourly | $221,291.88 |
| 3. | May 31, 2018 | Payroll Salary | $ 90,816.92 |
| 4. | May 31, 2018 | Accounts Payable | $ 35,093.40 |

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

C. Operator's Licenses: Margaret Casey, Samantha Cloyd, Ian Haynes, Toni Hundertmark, Jessica Lomibao, James Manseau, Vickie Matt, Chelsea Newton, Heather Smith, Lisa Thompson. [Recommendation Forthcoming].

D. Extension of Premise: BSC LLC, Eric D Schroeder, Agent, d/b/a **Big Sky Country**, W204 N11498 Goldendale Rd. Use of Parking Lot Extending from Door to Door (102 foot) and Extending from Building to Lot Line (38 foot) on July 21st, 9 am – 9 pm, Guardians of the Children Charity Event.

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

E. Ordinance 12-2018, Ordinance Amending 1.03, 1.271, and 1.372, Update to Senior Center Coordinator and Change of Membership Requirements for the Senior Center Advisory Committee.
F. Resolution 41-2018, Ehler's Investment Partner's Advisory Agreement.
G. Resolution 42-2018, Budget Amendment – Allocate Contingency Funds to Departments.

## VIII. PUBLIC HEARING:

A. None.

## IX. NEW BUSINESS:

A. Resolution 43-2018, Contract with Ayres Associates for Phase 1 Design Services for Firemen's Park Multi-Purpose Shelter Building Project in an amount not to exceed $15,500.

B. Police Department Building Project.

C. June and July 2018 Meeting Dates.

D. Amendment to Resolution 29-2018, Authorization to Proceed with an Agreement with Ehlers to Provide a Feasibility Analysis of a Tax Increment District, in an additional amount not to exceed, $7,300 for the Project Plan of TID #8.

E. Discussion of Development of Holy Hill Project. The Village Board may convene into closed session per Wis. Stats. §19.85 (1) (e) For the Purpose of Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and may convene into open session to take such action as it deems appropriate.

## 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 21, 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 (7:09 p.m.), Kaminski, Miller, Myers, Wing, Zabel. Excused Absence, Trustee Warren. Also present: Administrator Kreklow, Clerk Boldrey, and Attorney Sajdak.

**PLEDGE OF ALLEGIANCE:**

**PRESIDENT'S REPORT:** Pres. Wolter thanked the organizers and volunteers for the Mai Fest Celebration. Pres. Wolter announced that the first quarterly newsletter can be found on the Village website. Good Job to Michelle Tucker for completing the first quarterly newsletter. Thank you to everyone that contributed information.

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

**CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:**
Chris Yatchak came forward to the podium to announce the Memorial Day Activities in the Village. Starting at 10 a.m. on Memorial Day, cemeteries in the Village will be visited with a brief ceremony followed by a Memorial Service at the Germantown Memorial at 11 A.M. The public is invited to a lunch at the American Legion Post One starting at noon.

**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]

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.).

## E. <u>RENEWALS: "Class B" Fermented Malt Beverage and Intoxicating Liquor Licenses (Continued):</u>

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 W10466 Appleton Ave.

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

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.)

## 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.
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.

I. Resolution 34-2018, Contract with Wisconsin DOT Salt Bid for 2018/2019.

J. Resolution 35-2018, Washington County Highway Department to Paint Center Lines and Edge Lines in an amount not to exceed $40,000.

K. Resolution 36-2018, Repair of Wolf Haus in an amount not to exceed $51,380.

L. Blanket Purchase Order in an amount not to exceed $25,000 with Ferguson Waterworks for manhole repair materials.

M. 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.

N. Blanket Purchase Order in an amount not to exceed $20,000 with Adaptor, Inc. for the purchase of chimney seals and materials.

O. Award Globe Contractors with the Prairie Way Water Main Project in an amount not to exceed $112,370.

**MOTION (Baum/Myers) to approve Consent Agenda Items A-O. Zabel commented that the minutes need the correction of a misspelled word. Wing commented he would like to pull item E. from the Consent Agenda. Roll Call Vote Carried Unanimously.**
**MOTION (Zabel/Miller) to approve Item E. Wing commented that he requested item E to be pulled on advice of the Municipal Attorney as he is a minority member in one of the establishments listed. He will abstain from the vote. Motion Carried, Wing Abstained.**

## IX. PUBLIC HEARING:

None.

## X. NEW BUSINESS:

**MOTION (Kaminski/Myers) to suspend the rules and take up item C. in regards to Resolution 37-2018, Release of Kiwanis Community Foundation Letter of Credit. Motion carried unanimously.**

C. Resolution 37-2018, Release of Kiwanis Community Foundation Letter of Credit.

**MOTION (Kaminski/Myers) to approve Resolution 37-2018, Release of Kiwanis Community Foundation Letter of Credit. Administrator Kreklow commented that the new performing arts pavilion is nearing completion. Final inspections need to be completed. The Development Agreement did require a Letter of Credit. His recommendation is to release the letter of credit to allow the funds to become available for payment to the contractor.**
**The ribbon cutting will be on Wednesday, June 20th at the pavilion with a band concert at 5:30 PM. There will be recognition to the Gehl Family and all of the donors.**
**Then on July 26th, the pavilion will be turned over to the Village. Metro Cigars stepped up to contribute to the repairs from the vandalism. Roll call vote carried unanimously.**

**MOTION (Baum/Miller) to suspend the rules and take up item D. in regards to Resolution 38-2018, J.W. Speaker Corporation Development Agreement. Motion carried unanimously.**

**D.** Resolution 38-2018, J.W. Speaker Corporation Development Agreement.

**MOTION (Baum/Myers) to approve Resolution 38-2018, J.W. Speaker Corporation Development Agreement.**
**Zabel questioned the reference to the Stormwater Drainage on Page 4, 1.06, Stormwater Drainage Facilities. Attorney Sajdak commented that this is an error.**
**AMENDMENT MOTION (Zabel/Kaminski) to remove sub four under 1.06, Stormwater Drainage Facilities. Motion to Amend Carried Unanimously.**
**Motion as amended carried unanimously.**

A. Presentation on Appropriate and Best Use of Tax Increment Districts.

**President Wolter announced that the speaker is ill and will not be able to attend. Administrator Kreklow reported that we will reach out again and reschedule for a future meeting.**

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.

**Administrator Kreklow announced that Chad Novis of Zilber Property Group will be the first speaker and then Phil Cosson of Ehlers will provide information on the feasibility analysis.**

**Chad Novis of Zilber Property Group came to the podium. He provided a high level overview of the company. Chad presented proposed project site overview illustrations and concept building illustrations.**

**Phil Cosson of Ehlers, Inc. reviewed the feasibility study for TID #8. The review included the Proposed Map showing the Boundary of the TID, the TID area overview, Phase 1 – Developmental Proposal with the Initial Development assumptions and Project Costs, the Key Financial Assumptions, the Financial Feasibility Analysis – Phase 1 and Overall TID, and the Timetable for the TID Creation.**
**The boundary area can be revised. TID #8 is an industrial district of approximately 108 developable acres with the initial development of approximately 80 acres. The TID would be created in 2018. The TID allows for phased infrastructure to minimize financial risk. The timeframe is very tight and condensed. The development costs were reviewed. Preliminary analysis has been looked at for the water and sewer. Key dates are June 11th as the Joint Review Board Meeting and Plan Commission Public Hearing and then the Special Village Board meeting on June 26th. The Joint Review Board will meet again in July.**
**Deb Reinboldt of the Washington County Economic Development came to the podium to explain the EDWC loan that is paid back through the TIF increment.**
**MOTION (Baum/Myers) to direct staff to commence the process of creating TID #8 as outlined in the feasibility study schedule. Baum commented he has concern with a single Plan Commission Meeting. An informational meeting prior to the public hearing was suggested. Discussion ensued of a developer's agreement to be completed with the TID.**
**Roll Call Vote Carried, Zabel voted no.**

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.

**MOTION (Myers/Miller) to approve 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.**

**Maureen Holsen of Ehlers came to the podium. She explained the borrowing and resolution. There were six bidders and the winning bid was BOC with a true interest rate of 3.0764%. Roll Call Vote Carried Unanimously.**

F. Ordinance 04-2018, An Ordinance to Create the Municipal Board of Absentee Ballot Canvassers.

**MOTION (Baum/Zabel) to approve Ordinance 04-2018, An Ordinance to Create the Municipal Board of Absentee Ballot Canvassers.**

**Clerk Boldrey reported on the item. The Village owns an extra piece of equipment for processing elections. This will allow for the absentee ballots to be counted here at the Village Hall rather than at each individual district. Motion carried unanimously.**

**ADJOURNMENT:** There being no further business, meeting adjourned at 8:44 p.m.

____________________________________

Deanna L. Boldrey, WCMC/CMC
Village Clerk

VILLAGE OF GERMANTOWN
N112 W17001 Mequon Road, P.O. Box 337
Germantown, WI 53022-0337
PHONE: (262) 250-4740 FAX: (262) 253-8255

# OUTSIDE PREMISES EXTENSION
## APPLICATION FOR AMENDMENT OF "CLASS B" FERMENTED MALT BEVERAGE & INTOXICATING LIQUOR LICENSE
**Processing Fee: $25.00**

See Policy & Procedure

Name of Licensed Premises: BSC Wisconsin LLC dba BIG SKY COUNTRY

Address: W204 N11498 Goldendale Road

City/State/Zip Code: Germantown, WI 53022

Current Liquor License Number: 17-3

Person in Charge of Event: Eric Schroeder
Phone Number: 414-331-9191
E-Mail Address: ericschroeder@wi.rr.com

Purpose for requesting the outside extension:
Provide over-flow Food/Beverage service for attendees of Charity event for Guardians of the Children.

Dates of Event: July 21st, 2018
Time of Event (Municipal Code regulations are limited to 10:00 p.m.): 9am - 9pm

*Describe area of outside extension* ***(INCLUDE A DETAILED DRAWING OF THE AREA with dimensions):***
Use parking lot extending from Door to Door (102ft) and Extending from building to lot line (38ft.)

**PLEASE NOTE:** *Additional permits or approvals may be required by other Village Departments (sign permits, temporary use permits, electrical permits, etc.). You are responsible for obtaining those permits prior to your event. Contact the Community Development Department at 262-250-4735 for further information.*

I hereby certify that the answers on this application are complete, true and correct to the best of my knowledge and belief. I agree in the consideration of the granting of this license to comply with the laws of the State of Wisconsin and with all the provisions of the Municipal Code of Ordinances of the Village of Germantown and have read all legal and policy requirements provided to me with this application.

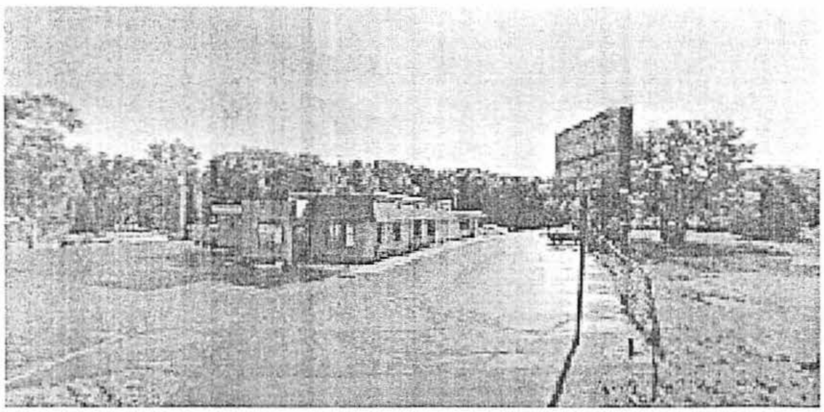
Signature of Owner

Date: May 23, 2018

| VILLAGE OF GERMANTOWN ADMINISTRATIVE USE ONLY: | | | |
|---|---|---|---|
| Date Clerk's Department mailed out 300' notices (Attach list of property owners that notices were sent to.): 5-24-18 | | | |
| Police Chief Date Notified: 5-23-18<br>Approved or Denied (Circle One)<br>Date: 5-30-18 | Fire Chief Date Notified: 5-23-18<br>Approved or Denied (Circle One)<br>Date: | | Public Safety Meeting Date: 6-4-18<br>Approved or Denied (Circle One) |
| Village Board Meeting Date: 6-4-18<br>Approved or Denied (Circle One) | License Number | Date Effective 7-21-18 | Clerk / Deputy Clerk |

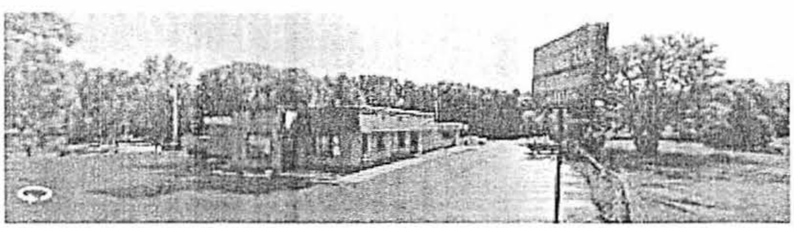
Google Maps W204N11498 Goldendale Rd


Map data ©2018 Google 20 ft



# W204N11498 Goldendale Rd

Germantown, WI 53022



At this location

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

ORDINANCE NO. 12-2018

AN ORDINANCE AMENDING § 1.03, 1.271 and 1.372 OF THE VILLAGE OF GERMANTOWN MUNICIPAL CODE TO CHANGE THE MEMBERSHIP REQUIRMENTS FOR THE SENIOR CENTER ADVISORY COMMITTEE AND UPDATE TO SENIOR CENTER COORDINATOR

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WHEREAS, the Village Board having previously adopted § 1.03, 1.271 and 1.372 of the Municipal Code which adopts the Employed Officials, Senior Center Director and membership of the Senior Center Advisory Committee; and

WHEREAS, the Senior Center has been under the administrative oversight of the Village's Parks and Recreation Department;

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

SECTION I

Sections 1.03 and 1.271 of the Germantown Municipal Code is hereby amended to read as follows (NOTE: additions are underlined, deleted text is ~~struck-through~~):

1.03 – EMPLOYED OFFICIALS

Senior Center ~~Director~~ Coordinator Full-time
All references to Senior Center Director are hereby amended to Senior Center Coordinator.

1.271 – SENIOR CENTER ~~DIRECTOR~~ COORDINATOR.

All references to Senior Center Director are hereby amended to Senior Center Coordinator.

SECTION II:

Section 1.372(1) of the Municipal Code of Germantown is hereby repealed and recreated to read as follows:

(1) **MEMBERSHIP.** The Senior Center Advisory Committee shall consist of 5 members, as follows: 2 residents of the Village, 1 Senior Club member who shall be a Village resident, and 2 Village Trustees. The Park and Recreation Director shall be a non-voting ex officio member. The Senior Center Coordinator shall be a non-voting ex offcio member.

A quorum of the Senior Center Advisory Committee shall be a majority of the non-ex officio members.

SECTION III:

Section 1.372(2) of the Municipal Code of Germantown is hereby amended to read as follows (NOTE: Additions are underlined; Deleted text is ~~struck-through~~):

(2) **TERMS.** All non-ex officio committee members shall be appointed by the Village President, subject to confirmation by the Village Board. The terms of the non-ex officio committee members shall be staggered 2-year terms, and until a successor is duly appointed; however, if a citizen member shall remove from the Village, or a Trustee member shall no longer serve in that office, such seat shall be vacant, and subject to reappointment for the remainder of the unexpired term.

SECTION IV:

Section 1.372(4) of the Municipal Code of Germantown is hereby amended to read as follows (NOTE: Additions are underlined; Deleted text is ~~struck-through~~):

(4) **ADMINISTRATION**.

(a) The Senior Center ~~Director~~ Coordinator shall work under the supervision of the Village Park and Recreation Director ~~Administrator~~, and shall be responsible for scheduling and supervision of the Center building use.

(b) The Park and Recreation Director shall be responsible for revenues and expenditures in the Senior Center budget, ~~which shall be appropriated as an independent departmental budget.~~ All fees collected from senior programs and building rentals shall be credited to the Senior Center budget. Building maintenance shall be the responsibility of the Buildings and Grounds Superintendent, and internal charges shall be made for such services to the Senior Center budget to the same extent as is the case with other ~~departments~~ of the Village.

SECTION V:

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

SECTION VI:

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

SECTION VII:

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

Introduced by Trustee: ___________________

Adopted:

Vote: Ayes: _________
Nays: __________

___________________________________
Dean Wolter, Village President

ATTEST:

___________________________
Deanna Boldrey, Village Clerk

APPROVED AS TO FORM:

___________________________
Brian Sajdak, Attorney

Published:

**VILLAGE OF GERMANTOWN**
**WASHINGTON COUNTY**

**RESOLUTION NO. 41-2018**

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**EHLER'S INVESTMENT PARTNERS ADVISORY AGREEMENT**

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WHEREAS, Ehler's Investment Partners is a known Municipal Financial Advisor and has contracted with the Village of Germantown in the past; and,

WHEREAS, Ehler's also includes Bond Trust Service Corporation as the Paying agent and Ehlers & Associates. A registered municipal advisor, which provides municipal advisory services; and,

NOW, THEREFORE BE IT RESOLVED, that the Village Board of the Village of Germantown, does hereby Approve the Ehler's Investment Partner's Advisory Agreement and authorizes Finance Director Kim Rath as Authorized to Execute the Agreement on the Village's Behalf.

Introduced by: ___________________

Adopted: ___________________

Vote: Ayes: ___ Nays: ___

______________________________
Dean M. Wolter, Village President

ATTEST:

____________________________
Deanna L. Boldrey, WCMC/CMC
Village Clerk

EHLERS
INVESTMENT PARTNERS

# INVESTMENT ADVISORY AGREEMENT

**Village of Germantown, WI**
**N112 W17001 Mequon Road**
**P.O. Box 337**
**Germantown, WI 53022**

This Agreement is entered into as of the Effective Date (described below) between Ehlers Investment Partners, LLC (referred to as "Advisor," or "we," "us," or "our"), and the municipal government entity named above (referred to as "Client," "you" or "your"). The parties agree as follows:

## 1. THE PROGRAM; ADVISOR AND AFFILIATES; RECEIPT OF DOCUMENTS; QUESTIONS AND RISKS

(a) Advisor and Advisor's Affiliates. Advisor is an investment adviser registered with the United States Securities and Exchange Commission ("SEC"). Advisor previously conducted business under the name "BBE Community Investment Partners, LLC." Advisor provides municipal governments a program of investment management services which includes cash flow analysis and forecasting, and related services known as investment advisory services (the "Program"), including the following (all the "Services"):

- Assisting Client in establishing investment objectives, consistent with Client's risk tolerance, financial needs and goals, and Client's Investment Policy Statement (as described below);
- Assisting Client in establishing asset allocation mix based on Client's financial position, cash flow, risk preference, time horizon, and the Investment Policy Statement;
- Setting up a Client safekeeping account ("Program Account"), as defined below, with a qualified bank, brokerage firm or other financial institution ("Custodian').
- Assisting Client in transfer of assets to and from Program Accounts, as directed by Client, for safekeeping;
- Implementing trades and account management, as described in paragraphs 4 and 5;
- As requested by Client, preparing periodic performance reports regarding the Program Account;
- Meeting with Client, as needed, for updates of ongoing investment planning and portfolio review;
- At the direction of Client, contracting with third-parties to provide money market mutual funds, certificates of deposit (collateralized or uncollateralized) and other securities, as applicable; and
- With direction from Client, preparing a cash flow forecast to aid in determining funds available for investment.

(b) Agreement Governs Services and Program. Client's participation in the Program, the Services, and the management of Program Account will be governed by the terms of this Agreement.

(c) Advisor's Affiliated Companies. Advisor is one of the affiliated financial services companies comprising the Ehlers Companies, which also include Bond Trust Service Corporation, which provides paying agent services, and Ehlers & Associates, a registered municipal advisor, which provides municipal advisory services to government and not for profit entities. It is not anticipated that one of these affiliates will provide services for Client under this Agreement. If Adviser determines to engage the services of a company affiliated with it in providing advisory services to Client pursuant to this Agreement, Advisor will disclose such engagement to Client and Client may instruct Adviser to terminate such relationship at any time. Advisor, Bond Trust Service Corporation, and Ehlers & Associates do not share fees except through common ownership of Ehlers Companies.

(d) Program Account and Custodian. You will or have established the Program Account (defined below) with the Custodian (identified below) who will hold and maintain the Program Assets (defined below) in your name. You have or will identify the initial assets that will comprise the Program Assets, either on Exhibit

A attached hereto and incorporated herein by this reference or on forms now or hereafter supplied by Advisor or Custodian.

(e) Receipt of Documents. You acknowledge you have received and had the opportunity to review and ask our investment adviser representative assigned to your account (the "Representative") questions about the following documents:

(i) our Brochure, Form ADV Part 2A (the "Brochure"),

(ii) the Brochure Supplement for our Representative (the "Brochure Supplement"),

(iii) our Notice of Privacy Policies summarizing our policies regarding your personal information, and

(iv) a copy of this Agreement.

(f) Opportunity to Discuss Questions. You have had the opportunity to discuss with the Representative:

(i) the anticipated types of investments in which the Program Account will invest, which shall be permitted investments under applicable state statute or client-specified investment policy;

(ii) the investment strategy (the "Strategy") the Representative expects to use in managing the Program Assets;

(iii) the risks of the Program, these and types of investments;

(iv) the fees you will pay and the other expenses the Program Account will incur in the Program; and

(v) the circumstances where we have economic incentives and conflicts of interests to place our interests ahead of yours.

(g) Acceptance of Risk. You acknowledge and agree that the Program Account will be managed by Advisor and Representative on a non-discretionary basis: You acknowledge you understand and agree to accept the risks, fees, costs, and conflicts of interest associated with this Agreement and your participation in the Program.

**2. CUSTODIAN, ACCESS TO ACCOUNT INFORMATION, THE PROGRAM ACCOUNT, AND THE PROGRAM ASSETS**

(a) Custodian and Program Account. To participate in the Program, your assets must be maintained in account(s) under your name (the "Program Account") with one or more qualified custodians (collectively, if more than one, the "Custodian"). Your account with the Custodian will be governed by separate agreements between you and the Custodian, and you will be solely responsible for negotiating the terms of such agreements. The Program Account will bear the fees and expenses of the Custodian and of transactions for the Program Assets, according to your agreement with the Custodian. These costs will be separate from and in addition to the Advisory Fees your account pays.

(i) The Custodian will send you at least quarterly a statement for the Program Account reflecting the Program Assets received or disbursed by the Custodian, the amount of fees or expenses paid from the Program Account, the transactions occurring with respect to the Program Account, and a summary of the Program Account's positions and values, as of the end and for the period covered by such statement. You authorize the Custodian to send copies of its statements and confirmations of transactions to us and your Representative, along with an indication that the statements have been sent to you, and to permit us and the Representative to electronically view and download Program Account information. You grant us unrestricted access to your account information.

(b) Program Assets. The "Program Assets" refer, collectively, to the assets maintained by the Custodian for the Program Account, including without limitation, the income, gains, and additions thereto, as reflected on the Custodian's records from time to time. An asset becomes a Program Asset as of the date the asset is posted by the Custodian to the Program Account (which may be different than the trade date or settlement date).

(i) We will not manage or be responsible for taking any action with respect to an asset unless and until it becomes a Program Asset, even if such asset is otherwise held or maintained by the Custodian. You shall be solely responsible for the investment and reinvestment of your assets, and you will bear the risk of market fluctuations and any decline (or increase) in value, until such assets have become Program Assets.

(ii) Client acknowledges that during the term of this Agreement, there will be periods of time when neither Client nor Advisor will be able to effect transactions for Client's assets (such as, for example, when an asset is being transferred, purchased, exchanged, or redeemed), or when Program Assets will be subject to limitations or restrictions on transfer, purchase, exchange, or redemption imposed by a mutual fund company or other issuer, and Client agrees to bear the risk of market fluctuations and any decline (or increase) in value during such periods.

**3. THE PROGRAM AND THE PROGRAM ACCOUNT**

(a) Suitability Information.

(i) Representative will assist Client in completing an account profile to collect information regarding the Client's financial situation, and the investment objective, tolerance for risk, liquidity needs, and investment time horizon for the Program Account (all the "Suitability Information"), as well as any reasonable investment restrictions the Client wishes to impose.

(ii) Representative will assist Client to develop an investment policy statement (the "IPS") which summarizes a range of factors affecting the recommendations Advisor makes for the Program Account, which may include, initial asset classes and allocation targets, minimum quality and duration standards, risk tolerance and volatility limits, diversification requirements, and expectations for account rebalancing to maintain designated targets. However, Client recognizes there will be times when, in Advisor's judgment, deviation or modification from any guideline, policy, target, or minimum standard, limit, requirement, or expectation contained in the IPS is appropriate, and Client hereby agrees, consents, and ratifies each such deviation or modification.

(b) Non-Discretionary Account. Except as otherwise provided herein, Advisor shall not exercise discretion with respect to the Account or transactions. Advisor will provide continuous and regular investment management services with respect to the Program Assets, including ongoing responsibility to make recommendations, based upon the needs of the Client, as to specific cash and security investments the Program Account may purchase or sell, guided by the Suitability Information, Investment Policy Statement, applicable State Statutes and information provided to Advisor from time to time, and if such recommendations are accepted by the Client, Advisor is responsible for arranging or effecting the purchase or sale of such investments. Client may at any time deposit additional funds and/or securities with Custodian so as to increase the Program Account. Client may also withdraw funds or securities from the Program Account by giving notice to Advisor and Custodian.

**4. ADVISOR'S AUTHORITY.**

(a) Authority to Act for Client and the Program Account. In the performance of Advisor's responsibilities under this Agreement:

(i) Client authorizes Advisor and Representative, at Client's risk:

(A) to issue instructions or orders to Custodian: to purchase, sell, exchange, redeem, or otherwise effect transactions involving the Program Assets, as they deem necessary or proper to manage the Program Account consistent with the Suitability Information;

(B) to transfer Program Assets to one or more accounts maintained at a qualified custodian with an accountholder registration identical to the Program Account (each a "Transferee Account"), which Client must specifically identify (e.g., by name of qualified custodian, account registration, and account number); provided,

- if the Transferee Account is intended to be a Program Account, Client has designated it as such on forms as Advisor or Custodian request, and furnished a copy of this Agreement to its Custodian, in which case Advisor is specifically empowered to transfer assets to and from such Program Account, as necessary, consistent with its management responsibilities; or

- if the Transferee Account is not a Program Account, Client has authorized Advisor in writing to make specific transfer(s) to (but not from) the Transferee Account and a copy of that authorization is provided to the qualified custodian; and

(C) to perform acts necessary or convenient for the efficient management or administration of the account or performance of Advisor's obligations under this Agreement; provided, in no event shall Advisor have such authority as to constitute actual or constructive custody of the Program Assets (other than the authority with respect to the payment of the Advisory fees);

(D) provided, Advisor shall not have any authority: to obtain possession of the Program Assets (except in payment of the Advisory Fees, as provided below); or to cause the transfer or distribution of any of the Program Assets out of a Program Account (other than in connection with usual trading or transactions for the Program Account), except to an account with a qualified custodian with an accountholder registration identical to the Program Account; and

(ii) Client specifically agrees that all authority granted in this Agreement to act on behalf of Client and the Program Account is granted solely to Advisor, and the descriptions of authority that refer to the Representative are limited to authority Advisor grants to Representative to provide investment advisory services on Advisor's behalf for Client and the Program Account. Advisor may limit or terminate any authority granted to a Representative in our discretion; and all such authority to act terminates immediately upon Advisor's termination of such authority.

(b) Evidence of Advisor's Authority. Advisor may provide a copy of this Agreement to any Custodian, broker, or other third-party, as evidence of Advisor's authority to act for you and the Program Account.

(c) Reliance on Suitability Information and Investment Policy Statement. Client shall provide Advisor with accurate, complete, and current Suitability Information and Investment Policy Statement necessary for Advisor to manage the Program Assets and provide the services pursuant to this Agreement.

(i) Client acknowledges the Representative and Advisor have and will rely on the Suitability Information and Investment Policy Statement in making investment recommendations for the Program Account. Client agrees to notify Representative and Advisor promptly, in writing, of changes in the Suitability Information and Investment Policy Statement, such as any new or changed information regarding Client's financial condition or needs, tolerance for risk, investment time horizon, or investment objective, or changes in the Client's asset allocation targets, or investment restrictions, or other matters, as expressed in the Investment Policy Statement, or any other matter that would be material to the investment advice or other services Advisor provides for Client.

(ii) Client agrees that neither Representative nor Advisor, nor any of Advisor's directors, officers, employees, or agents will be responsible or liable as a result of Client's failure to provide Advisor with timely, accurate, and complete Suitability Information, or to notify Advisor of any new or changed information, as described in the preceding paragraph. Client agrees to hold all of Advisor and Advisor's affiliates, and all of such persons harmless and to indemnify each of them for any loss, liability, damage or expense (including without limitation, reasonable attorneys' fees) incurred by any of them, arising from or related to Client's failure to ensure that the Suitability Information or Investment Policy Statement is timely, accurate and complete, or Client's failure to notify Advisor of any new or changed information that would be material to the investment advice or other services Advisor provides.

(A) Client is not waiving any right or remedy Client would have against Advisor or Representative under the Investment Advisers Act of 1940 or other federal securities laws.

(d) No Guarantees Regarding Profits or Limitation of Losses. Advisor cannot guarantee that participation in the Program will be profitable or that Client losses will be limited. Client agrees to bear the risk of losses resulting from investing the Program Assets in the Program.

(e) Tax Consequences. Client acknowledges that Advisor is not acting as a tax accountant or lawyer for Client, and neither Advisor nor Representative has provided Client with any tax opinions or legal advice with respect to the Program. The purchase, sale, exchange, and redemption of Program Account investments will generally be treated as taxable events. Client has consulted its tax advisor or otherwise understands the potential tax consequences of the Program.

## 5. EXECUTION OF ACCOUNT TRANSACTIONS

(a) Brokerage Discretion. Client agrees each portfolio manager for the Program Account (whether a Representative or Advisor's Investment Committee) is granted the authority to effect transactions with or through a broker-dealer selected in the portfolio manager's discretion, which may be the Custodian or a broker-dealer affiliated with the Custodian.

(b) DVP Transactions. Advisor shall instruct the brokers and dealers that execute orders for the Account to send Client all transaction confirmations and that all transactions must be completed using delivery vs. payment (DVP), and except as provided below with respect to Aggregation of Orders and Block Trading, all transactions for the Account shall be effected independently of transactions for Advisor's other clients.

(c) Instructions by Advisor's Authorized Personnel. Instructions of Advisor to Custodian shall be made in writing or, at the option of Advisor, shall be made orally and confirmed in writing as soon as practical thereafter; provided that all such instructions, written or oral, shall be issued only by persons designated from time to time by Advisor in a written instrument delivered to Custodian. Client shall provide, or instruct Custodian to provide, to Advisor such periodic reports concerning the status of the Account as Advisor may reasonably request.

(d) Selection of Brokers. In selecting brokers, the portfolio manager will consider the full range and quality of the broker's services, including, among other things, execution capability, cost, financial responsibility, responsiveness, and the value of research and other services; provided, the manager will not recommend a broker solely on the basis of the lowest possible commission cost, but rather, Advisor will determine whether the broker has the ability to provide the best overall qualitative execution considering all factors, including services that benefit our firm.

## 6. AGGREGATION OF ORDERS AND BLOCK TRADING

(a) Authority, But No Obligation, to Engage in Block Trading. Client hereby grants each portfolio manager for the Program Account the authority, but Client relieves them of any obligation, to aggregate orders for the Program Account with orders for other accounts for the purpose of "block trading." Client acknowledges that if orders for the Program Account are not aggregated with other orders into block orders, Client will not receive the benefits of potentially lower transaction costs, timelier or better execution, volume discounts, or other efficiencies that might be obtained by accounts whose orders are aggregated. Client authorizes and directs Advisor to instruct all firms executing orders for Client to forward confirmations of those transactions to Custodian and Advisor.

(b) Average Price Account. Although the practices of portfolio managers may vary, block orders, if any, are typically effected through an "average price account" or similar account such that transactions for accounts participating in the order are averaged as to price and transaction costs. If a portfolio manager cannot obtain complete execution of the entire aggregated order at prices or for transaction costs that the portfolio manager believes are desirable, the portfolio manager will allocate the securities or proceeds of the orders that were executed among the participating accounts according to the portfolio manager's internal order allocation procedures. Such allocations must be consistent with its fiduciary duty to manage accounts fairly and non-preferentially over time, to the extent within its reasonable control.

## 7. Advisory Fees and Other Expenses of the Account, Program Assets, and Programs

(a) Advisory Fee Rates. For the term of this Agreement, you agree to pay or cause to be paid in arrears, the Advisory Fees calculated according to the terms of paragraph (b) and the attached Schedule of Fees.

(b) Advisory Fees Payable Monthly in Arrears. Advisory Fees are calculated and payable monthly in arrears according to the Fee Schedule as attached hereto or subsequently amended, based on the average daily market value of Program Assets. Advisor will provide to Client an accounting for fees owed no later than the 10th business day of each month for services billed for the previous month (or as of the last day of the term of this Agreement). Payments for services are due 30 days from invoice date. Client may authorize electronic payment of Advisory Fees. Advisory Fees are not charged on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of an advisory client.

(i) The Advisory Fees do not include the additional costs Client will incur for mutual funds, ETF's, and other investment companies (such as 12b-1 Fees); the Brokerage and Investment Expenses; and any Custodial Expenses, as described in our Brochure; and any other costs not strictly included in the Advisory Fee.

(ii) Except as provided below, the value of the Program Assets shall be determined by reference to the valuations provided by or available from the Custodian (including without limitation, through any electronic system made available to Advisor). If the last trading day of a calendar month or other period for which Advisor calculate Advisory Fees is different than the last day of a Custodian's reporting or statement period, Advisor may value Program Assets maintained by the Custodian as of the close of the Custodian's reporting or statement period, as Advisor shall select on a consistent basis for each Custodian.

(c) Advisor's Determination of Fair Value. In the event the Custodian does not value any Program Asset, or Advisor determines the Custodian's value of an asset is materially inaccurate, such asset shall be valued by Advisor in good faith to reflect its fair value. Money market accounts and bank accounts, if any, shall be valued as of the valuation date. Transactions that have not settled may be included in either the current or the following billing period, as determined by us for each Custodian a consistent basis.

(d) Deduction and Payment of the Advisory Fees from the Program Account. Unless Client instructs on the Schedule of Fees that all fee payments will be made by it directly to Advisor, all Advisory Fee payments will be made by deduction from the Program Account immediately upon presentation of Advisor's fee invoice to the Custodian. Custodian is authorized and directed to deduct the Advisory Fees directly from the Program Account and pay the Advisory Fees to Advisor when due, according to Advisor's instructions, without prior notice to or further consent from Client. Client agrees to provide Custodian with such additional documentation as Advisor or Custodian requests authorizing and directing the Custodian to deduct the Advisory Fees from the Program Account and to pay the Advisory Fees to Advisor when due. Client authorizes Advisor to manage the Program Account to provide sufficient cash will be available in the Program Account to pay the Advisory Fees; however, in the event available cash is not sufficient at the time Advisory Fees are payable, Client agrees to authorize promptly the liquidation of securities in an amount sufficient to pay the Advisory Fees.

## 8. Other Direct and Indirect Expenses

(a) Additional Fees and Expenses. Client understands that in addition to the Advisory Fees, the Program Account will also incur the following direct and indirect fees and expenses:

(i) costs of transactions placed through the Custodian or other brokers: the Program Account will be responsible for brokerage commissions, sales charges, ticket charges, exchange fees, redemption fees, mark-ups, mark-downs, and dealer spreads paid to or received by any broker in connection with transactions involving the Program Assets; fees for floor brokerage, electronic transaction networks, and exchanges; fees and expenses pursuant to a Custodial Agreement or any agreement with a broker, including without limitation, fees or expenses for postage, deliveries, additional services, wire transfers, taxes; and other third-party expenses with respect to the Program Assets or the Account;

(ii) custodial charges: the Program Account will be responsible for any charges imposed by the Custodian for services in maintaining custody and delivering the Program Assets, according to Client's separate agreement with the Custodian;

(iii) mutual fund and other investment company charges: the Program Account will be responsible for the fees and expenses that are deducted from the net asset value of mutual funds, money market funds, and other investment company securities held by the Program Account (and which constitute indirect expenses of the Program Account), including without limitation, internal operating and investment expenses of such funds or marketing and distribution fees (known as "12b-1 Fees"), servicing fees, sub-accounting fees, internal fund management fees; and

(iv) short-term trading or redemption fees: the Program Account will be responsible for the fees imposed by mutual funds or variable annuities for short-term trading or early redemptions or exchanges made within short periods of time (typically 1% - 2% of the amount originally invested).

(b) Availability of Lower Cost Services. You acknowledge that the Advisory Fees and other expenses charged to or borne by the Program Account may be higher than the fees and expenses charged for advisory programs or services offered through other investment advisors for similar products and services. You acknowledge that you can purchase mutual funds directly from a mutual fund company or through a broker of your choosing without participation in the Program; however, in that event you would not receive the benefit of our advice, which is intended to select and manage suitable investments for the Program Account.

(c) Additions and Withdrawals of Program Assets. Subject to the Program's Terms and Conditions, the procedures of the Custodian, and to usual and customary securities settlement procedures, you may make additions to and withdrawals of Program Assets from the Program Account at any time; provided, we may exercise our right to terminate this Agreement and close the Program Account if the value falls below the minimum account size stated in this Agreement.

## 9. Minimum Account Size; Minimum Fee

(a) No Minimum Account Size. We do not require a minimum account size.

(b) No Minimum Fees. We do not charge a minimum fee.

## 10. Non-Exclusive Relationship

You acknowledge and agree that we may provide investment advisory services to other clients and receive fees for such services. The advice given and the actions taken with respect to such other clients, or with respect to accounts owned or controlled by us, the Representative, members, directors, officers, employees or agents may differ from advice given or the timing and nature of actions taken with respect to your account. You further recognize that transactions in a specific security may not be accomplished for all of our accounts at the same time or at the same price. You acknowledge that in managing the Program Account, we may purchase or sell securities in which we, the Representative, or our officers, directors, employees, or agents have or may acquire, directly or indirectly, a position or interest.

**11. Proxy Voting**

We shall not have any obligation or authority to take any action or render any advice with respect to the voting of proxies for securities held for the Program Account. You (or the plan fiduciary in the case of an Account subject to the provisions of the Employee Retirement Income Security Act of 1974 ["ERISA"]), expressly retain the authority and responsibility for voting all proxies, and we are expressly precluded from rendering any advice or taking any action with respect to the voting of any proxies.

**12. Assignment**

This Agreement shall be binding on Client's successors, administrators, and permitted assigns. We may not assign (as that term is defined under the Investment Advisers Act of 1940, as amended) this Agreement without your consent. Your consent to an assignment may be oral, and may be obtained through "negative consent" (among other permissible methods) in a manner consistent with our understanding of guidance of the Securities and Exchange Commission or its Staff.

**13. Term and Termination**

(a) Agreement in Effect as of Effective Date. This Agreement shall be in effect as of the Effective Date and shall continue until terminated by either party at any time without penalty upon written 30 days' written notice to the other party. Such termination shall not, however, affect liabilities or obligations incurred or arising prior to such termination.

(b) Client Responsibility Upon Termination. Upon termination of this Agreement, you shall have the exclusive responsibility for managing your assets, and we shall have no further obligation to act or provide advice with respect to the Program Account or your assets. After this Agreement has been terminated: you will be charged commissions, sales charges, and transaction, clearance, settlement, and custodial charges, at prevailing rates, by any broker-dealer; you will be responsible for monitoring all transactions and assets; and we shall not have any obligation to monitor or make recommendations with respect to the account or those assets.

(c) Refund Upon Termination. Recognizing that Advisory Fees are payable in arrears, if you terminate this Agreement within five (5) business days of the Effective Date, and for some reason you have prepaid any Advisory Fees, you shall receive a full refund thereof. Alternatively, if this Agreement is terminated more than five (5) business days after the Effective Date, and for some reason you have prepaid any Advisory Fees, any prepaid Advisory Fees (if any) shall be applied to the prorated Advisory Fees payable for the last calendar month based on the number of days this Agreement was in effect during such month and the unearned portion shall be refunded to you within 30 days, and the Program Account shall be charged for any balance due. Upon termination of this Agreement, the Program Account will be charged the customary fees and commissions charged by Custodian and the Custodian's fees for its services with respect to closing the Program Account and holding, transferring or liquidating the Program Assets.

**14. Representations**

Each individual acting on behalf of a municipality, corporation, partnership or limited liability company (each of which is referred to as a "person") represents that the execution of this Agreement has been duly authorized by appropriate action of the governing body of such person, and that such individual has full power and authority to enter into this Agreement on behalf of such person; (ii) the terms hereof do not violate any agreement or obligation by which such individual or person is bound, whether arising by contract, operation of law, or otherwise; (iii) this Agreement has been duly authorized by such person and shall be binding according to its terms; and agrees to advise Advisor of any material change in such individual's authority or the propriety of maintaining the Program Account. Client shall deliver to Advisor evidence of any such individual's authority to act on behalf of Client, as Advisor or any Custodian shall request from time to time.

**15. RISK AND LIABILITY**

(a) Risk of Loss. Client recognizes that there may be loss or decline in the value of any of the Program Assets. Client represents that neither Advisor, nor Advisor's affiliates or anyone associated with Advisor (including without limitation Representative, or any directors, officers, employees or agents) has made any guarantee, either oral or written, that the Program Account's investment objectives will be achieved. Neither Advisor nor any of its affiliates or such persons shall be liable for any loss incurred by reason of any act or omission by Custodian, or a third party. Nothing in this Agreement shall constitute a waiver or limitation of any rights that you may have under applicable state or federal law, including without limitation the state and federal securities laws.

(b) Errors and Omissions Insurance. Advisor shall provide and maintain at its own expense during the term of this Agreement Errors and Omissions Insurance or Professional Liability Insurance covering the negligent acts, errors or omissions in the performance of professional services. Failure on the part of Advisor to produce or maintain the insurance shall constitute a material breach of contract upon which Client may immediately terminate this Agreement.

**16. LEGAL PROCEEDINGS**

Neither Advisor nor anyone associated with Advisor or Advisor's affiliates (including without limitation Representative) shall render advice or take any action with respect to legal proceedings involving or related to any of the Program Assets, or the issuers thereof, including without limitation, bankruptcies or class action lawsuits. You hereby expressly retain the right and obligation to take all action necessary to file responses, proofs of claim, or pleadings, and take all other actions related to any such proceeding.

**17. NOTICES AND DOCUMENTS**

(a) Any notice or document (including an executed counterpart of this Agreement) required or permitted by this Agreement shall be sufficient if made in writing, signed by the communicator, and sent by pre-paid first-class United States Mail or by pre-paid overnight delivery through a national delivery service, or transmitted by facsimile transmission to the addressee.

(i) Any notice or document which is mailed shall be deemed to have been given on the third business day after the date of mailing; provided, an executed counterpart of this Agreement shall deemed to have been given on the date of mailing; and

(ii) Any such notice or document which is transmitted by facsimile or by pre-paid overnight delivery through a national delivery service shall be deemed to have been given on the business day following the business day on which it is transmitted or deposited with the national delivery service; provided, an executed counterpart of this Agreement shall deemed to have been given on the date of transmission or deposit with the delivery service;

(iii) All notices or communications to Advisor shall be sent to Advisor's principal business location, or to the facsimile number at its principal business location, addressed to the attention of the President, as shown on the front of this Brochure.

(iv) All notices or communications to the client will be sent to the address or facsimile number for client, as shown on Advisor's records pertaining to client or the Program Account.

(b) If client consents to electronic delivery of Electronic Communications, as described below, the parties may use such methods to deliver notices and documents required or permitted by this Agreement (including an executed counterpart of this Agreement), in addition to the methods described in subparagraph (a) above. In that event, delivery of the notice or document shall occur upon the recipient's actual receipt of the Electronic Communication (for example, a text message, or email message actually received in the recipient's agreed email account); or notice of availability of the Electronic Communication (for example, notice that a message or attachment is available on Advisor's website) in a manner consistent with such paragraph.

## 18. Consent to Electronic Delivery

(a) You hereby agree that if you provide us an Email Address (on the Signature Page to this Agreement or in any subsequent communication), we may, but we are not required to, deliver electronically to you, and you hereby consent to receive electronically, instead of receiving paper documents, any or all of the Electronic Communications (described below), on the terms and conditions described in this paragraph and in the Terms And Conditions For Electronic Delivery, which is incorporated herein by this reference. The agreements and consents in this paragraph are referred to as the "Consent."

(b) The "Electronic Communications" means all disclosures, notices, and other communications relating to the account established between Client and Advisor pursuant to this Agreement (including an executed counterpart of this Agreement), or otherwise related to Advisor's obligations or position as Client's investment adviser, other than any document Client has specifically requested to be delivered in paper form. Client agrees that the following documents and all annual amendments and any notices related to them may be treated as Electronic Communications and may be delivered to Client electronically, in Advisor's discretion:

> Form ADV, Part 2A Brochure and Part 2B Brochure Supplement for Representatives and other Supervised Persons; Summary of Material Changes to the Brochure; Notice of Privacy Policies; annual amendment of any of such documents; any disclosure, notice, consent, "negative consent," or document that Advisor (or any successor) is required or permitted to provide or deliver in connection with any business reorganization, sale, transfer, or assignment; and any other disclosure, notice, consent, "negative consent," or document that Advisor (or any successor or affiliate) is required or permitted to provide or deliver to Client under the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisers Act of 1940, or the Rules of the Securities and Exchange Commission.

(c) The Consent is effective on the Effective Date and will remain in effect until you or we revoke it. Each person included as a "Client" may revoke or restrict the Consent at any time as to such person and receive in paper form any or all documents required to be provided to such person in paper form, by written notice sent to the following address: **Ehlers Investment Partners, LLC, Attention: Compliance, N21W23350 Ridgeview Parkway West, Suite 100, Waukesha, WI 53188 (the "Notice Address").** The legal effectiveness and validity of an Electronic Communication that was valid and proper when delivered shall not be affected by any subsequent revocation or restriction of the Consent, or subsequent request for delivery of paper copies of Electronic Communications.

(d) You may also request paper copies of any Electronic Communication without revoking the Consent by written request to the Notice Address. We may charge a reasonable fee for paper copies of any Electronic Communication otherwise deliverable to you electronically; provided, we shall not charge any fee for delivery of the Brochure, summary of material changes to the Brochure, Brochure Supplement, Notice of Privacy Policy, or any other document we are required by law to provide to you without charge.

## 19. Governing Law

This Agreement and all of the terms herein shall be construed and governed according to the laws of the State of Wisconsin, without giving effect to principles of conflict of laws, provided that there is no inconsistency with federal laws.

## 20. Entire Agreement

This Agreement (including without limitation the exhibits to this Agreement) represents the parties' entire understanding with regard to the matters specified herein, and no other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to the other party concerning the subject matter of this Agreement. This Agreement supersedes all prior understandings and agreements between Client and Advisor relating to the subject matter of this Agreement.

## 21. Severability

The provisions of this Agreement shall be severable. If any part of this Agreement is found to be invalid or unenforceable by statute, rule, regulation, decision of a tribunal, or otherwise, such finding shall not affect the validity or enforceability of the remainder of this Agreement.

## 22. Amendments

We shall have the right to amend this Agreement by modifying or rescinding any of its provisions (including without limitation, the Fee Schedule and Advisory Fees) or by adding new provisions; and any such modification, rescission, or new provision shall be effective as of the first day of the first calendar quarter beginning 30 days or more after we notify you, unless you terminate this Agreement prior to such effective date.

## 23. Pre-Dispute Arbitration Agreement

**Any controversy or dispute that may arise concerning the Account, any transaction in or for the Account, or the construction, performance or breach of this Agreement shall be settled by arbitration. Any arbitration shall be pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and its Supplementary Procedures for Securities Arbitration; and the arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. Judgment upon the award may be entered into by any court, state, or federal, having jurisdiction.**

**The parties agree that any arbitration proceeding shall be held in Waukesha, Wisconsin, or as close thereto as reasonably possible, as determined by the Commercial Arbitration Rules of the American Arbitration Association, and its Supplementary Procedures for Securities Arbitration.**

- **Arbitration is final and binding on all parties.**
- **The parties are waiving their right to seek remedies in court, including the right to a jury trial, except to the extent such a waiver would violate applicable law.**
- **Pre-arbitration discovery is generally more limited than and different from court proceedings.**
- **The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited.**
- **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
- **No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (a) the class certification is denied; (b) the class is decertified; or (c) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated.**

- **The agreement to arbitrate does not entitle Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this Agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction. Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.**

**24. MISCELLANEOUS**

All paragraph headings are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, and shall be binding on the parties as if executed in one document.

**25. THE EFFECTIVE DATE; THE PARTIES**

Once this Agreement has been executed on behalf of Adviser and Client, the "Effective Date" shall occur on the earlier of (i) the date a fully executed counterpart of this Agreement is deemed to be received by the other party following mailing, facsimile transmission, deposit with national delivery service, or electronic transmission by the last party to execute this Agreement, pursuant to paragraph 17; (ii) the date the last party to execute this Agreement otherwise communicates acceptance of this Agreement to the other party (which may be oral); or (iii) the date Advisor begins to provide advisory services pursuant to this Agreement.

Effective Date 1/1/17 - 12/31/17

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]



3060 Centre Pointe Drive
Roseville, MN 55113
Office: (651) 697-8500 • Fax: (651) 697-8555

N21W23350 Ridgeview Parkway West, Suite 100
Waukesha, WI 53188
Office: (262) 796-6164 • Fax: (262) 785-1810

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INVESTMENT PARTNERS

## SIGNATURE PAGE

**CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 23 BEGINNING ON PAGE 11.**

Each person executing this Agreement on behalf of Client acknowledges they have received, read, and understand this Agreement and the Program.

**CLIENT:**

Kim E. Rath

Client Signature

Kim E. Rath

Name (Print)

Finance Director

Title or Capacity

39-6023021

Taxpayer Identification Number

N112 W17001 Mequon Road

Street Address

Germantown WI 53022

City State ZIP

**Date of Execution:** 06 / 05 / 2017

**CLIENT:**

Client Signature

Name (Print)

Title or Capacity

Taxpayer Identification Number

Street Address *(only if different from first Client)*

City State ZIP

**Date of Execution:** ____/____/____

**EHLERS INVESTMENT PARTNERS, LLC**
**N21W23350 Ridgeview Parkway West, Suite 100**
**Waukesha, WI 53188-1015**

By: Kenneth J. Herdeman

Kenneth J. Herdeman, President

**Date of Execution:** 6 / 5 / 17

**NAME OF REPRESENTATIVE:**

Ken Herdeman

**NAME OF INITIAL CUSTODIAN:**

TD Ameritrade Institutional

**Email Address for Electronic Communications:** Krath@village.germantown.wi.us

By providing an Email Address above, Client consents to the terms of paragraph 18 of the Advisory Agreement and the accompanying **TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY**, and agrees that Advisor may, but is not required to, deliver **Electronic Communications** to Client at or through the Email Address for all accounts Client establishes with Advisor, until such consent is revoked, as provided in the Advisory Agreement.

## EXHIBIT TO INVESTMENT ADVISORY AGREEMENT
## TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY

*(Except as provided below, terms used in this Exhibit have the same meanings as provided in the Advisory Agreement to which this Exhibit is an exhibit.)*

Client agrees Advisor may deliver Electronic Communications to Client using any method or technology now or hereafter permissible pursuant to rules or guidance of the Securities and Exchange Commission or its Staff. This currently includes using any of the following:

**Email:** Advisor may send an electronic mail message ("email") to the email address designated by Client in the Advisory Agreement or in any separate communication from Client to Advisor (the "Email Address"), and Advisor may attach Electronic Communications to the email or may include in the email a hypertext link with the Internet address (URL) where the Electronic Communication can be accessed, or

**Website Communications:** Advisor may notify Client, by paper document or by an email sent to the Email Address, that an Electronic Communication is available for electronic delivery (download) from a Website identified in such notice, and will provide instructions explaining the delivery process. Client may be required to establish an account, UserID, and password to access or download the Electronic Communication.

Client acknowledges that technical or other problems may result in Client not receiving Electronic Communications from Advisor. Client agrees that if a hypertext link to an Electronic Communication does not work or if Client is otherwise unable to access or download an Electronic Communication, Client will notify Advisor in writing at the Notice Address and request a paper copy of the Electronic Communication.

Client agrees to access and review promptly Electronic Communications sent to the E-Mail Address and, if applicable, through any account for Client on Advisor's or a Custodian's Website, to ensure Client is aware of time-sensitive information. Client agrees to notify Advisor, in writing (written or electronic), of any discrepancies within ten business days after Advisor sends an email or makes other Electronic Communication available to Client.

Each Electronic Communication (and the information therein) shall be deemed to be accurate and true unless Client notifies Advisor, in writing, of any discrepancy within such ten-day period. Client's notices of discrepancies shall be sent to Advisor at the Notice Address and must include the name(s) of the account holder(s) of the Account to which such discrepancy pertains.

Client understands and agrees that Client is responsible for establishing and maintaining the Email Address and access to the Internet. Advisor is not responsible for Client's access or lack of access to the Email Address or the Internet. It is Client's obligation to notify Advisor of Client's Email Address, and of any changes to or problems with the Email Address. Advisor may take up to ten business days to take action in response to Client's notice of a change to or problems with the Email Address. All notices regarding the Email Address must be in writing and sent to Advisor at the Notice Address. Advisor will deliver paper copies of Electronic Communications in the event it becomes aware that the Email Address is not valid or accessible.

Client understands and agrees that Advisor may include Client's personal financial information in Electronic Communications, even though there is a risk of disclosure to or receipt by unintended third parties. Advisor will implement reasonable precautions to ensure the integrity, confidentiality, and security of Electronic Communications. Client acknowledges that the Internet is not a secure communications network. Electronic Communications are not encrypted. If Client uses an email address provided by or through an employer or third-party, such employer or third-party, any of their employees, or other persons may have access to Client's Electronic Communications. There is a risk that Electronic Communications may be delivered to an incorrect email address or intercepted by third parties. Unauthorized parties may access communications transmitted over the Internet.

After Advisor has sent or made an Electronic Communication available to Client, Client shall be responsible for maintaining the confidentiality of such Electronic Communication (and any personal financial information therein). Client is responsible for preventing unauthorized access to the Electronic Communications through Client's computer and through unauthorized use of Client's UserID or password. Advisor is not liable for unauthorized access to Electronic Communications, or Client's personal financial information arising from or as a result of third parties obtaining access to Client's computer, Client's UserID or password, or the Email Address. Client agrees to notify Advisor immediately if Client suspects or becomes aware of any unauthorized access to Electronic Communications, or Client's personal financial information.

Advisor will provide Electronic Communications free of charge. However, Client may incur costs to third parties (such as Internet Service Providers and email service providers) in connection with accessing the Internet, establishing and maintaining the Email Address, or downloading, printing or storing Electronic Communications.

Client is responsible for having any necessary hardware, software or other technology to access the Internet, the Email Address, and the Electronic Communications. To receive Electronic Communications, Client will need: a personal computer with appropriate browser software installed, such as Microsoft Internet Explorer© 9.0 or higher (available free of charge at www.microsoft.com) or equivalent, capable of accessing the Internet and viewing web pages; a connection to the Internet via an Internet Service Provider or similar facility; a monitor; and a valid and accessible Email Address. To retain Electronic Communications, Client will need a printer (for printed copies), or hard drive or other electronic storage device with sufficient free space to download and store the Electronic Communications. Client may download and save, or print the Electronic Communications. Client is solely responsible for performing such downloads, for storing and protecting downloaded Electronic Communications, and for the costs of printing paper copies. Electronic Communications may be formatted in Adobe Acrobat's portable document format ("PDF"), hypertext mark-up language ("HTML") or other file formats Advisor deems appropriate. In order to view or print documents provided in PDF, Client must obtain Adobe Acrobat Reader© 6.0 or higher, which is available free of charge at Adobe's website (located at www.adobe.com) and install it on Client's computer. If Advisor changes to a format other than HTML or PDF, it will provide reasonable advance notice of any new hardware and software requirements for accessing and retaining the information, and access to appropriate software and technical assistance, if necessary, with respect to such change.

Client agrees that Electronic Communications delivered to Client by any of the methods permitted under the Consent will be treated as having been delivered to Client when Advisor sends or makes the Electronic Communication available to Client, regardless of when Client actually accesses the Electronic Communication.

Client may use email to deliver instructions or orders, to request or authorize any financial transaction, or to provide any notice that requires real-time communication or written authorization, whether required by law, rules of any exchange or regulatory body, or Advisor's policies. However, any instruction, request, order, authorization, or notice sent by Client via e-mail may not be effective or processed by Advisor; and Advisor shall not be responsible for any loss or damage arising from or as a result of any such item not being effective or processed.

*Managing Investments for your Community's Future*

## SCHEDULE OF FEES

Fee schedule for the **Village of Germantown, WI** ("Client") for services related to Investment Advisory Agreement dated ____________________between Client and **Ehlers Investment Partners, LLC** ("Adviser").

Investment advisory fees shall be incurred for all assets under the management of Adviser. **Investment advisory fees will be charged according to the schedule below based on average daily assets under management calculated on market value of said assets, payable monthly.** Fees are all inclusive of other services provided by Adviser to the Client under an investment advisory engagement.

| ASSETS UNDER MANAGEMENT | ANNUALIZED RATE |
|---|---|
| Less than or equal to $2,499,999 at | 0.200% |
| Next $2,500,000 up to $9,999,999 at | 0.175% |
| Next $10,000,000 up to $19,999,999 at | 0.150% |
| Next $1 (above $19,999,999) and greater at | 0.100% |

Initial cash forecast services and investment recommendations are provided at no charge. Fees as described above apply to actual assets under management if/when investment plan(s) are implemented. Fee arrangements will be memorialized under the Investment Advisory Agreement.

If Client engages Adviser to perform other services not related to cash forecasting or investment management, all services provided to Client by Adviser will be billed based on hours spent at the rate of $200.00 per hour, or an agreed-upon flat fee amount.

EHLERS
INVESTMENT PARTNERS

May 21, 2018

# Village of Germantown
# PORTFOLIO REVIEW

## SUMMARY

This Portfolio Review is just one part of Ehlers Investment Partners commitment to the Village of Germantown to provide strategic and valuable investment advice. In this review we will examine your investment objectives and your overall investment portfolio, strategy, structure and performance. The most current information Ehlers Investment Partners has indicates the Village's Investment Policy was last reviewed and updated in October 2012. Ehlers Investment Partners recommends the Village reviews the investment policy at least every 3 years. As the Investment Policy states that the policy shall be reviewed every 3 years, EIP recommends the General Government & Finance Committee review the policy at the earliest convenience. In our review of the Investment Policy Ehlers Investment Partners would recommend minor revisions to include maximum maturities of individual investments. As stated in the investment policy, the Village's investment objectives are safety, liquidity and yield. Assets under management were over $11.8MM at 4/30/18.

## SAFETY

At 4/30/18 the portfolio consisted of 41.5% FDIC insured certificates of deposit, 51.6% U.S. government sponsored enterprise securities, 2.4% in highly rated municipal securities and less than 5% in cash deposited in an FDIC insured money market account. (Investment transactions settled on May 1 investing the cash so currently there is slightly more than $11,000 in cash.) This mix of FDIC insured certificates of deposit, U.S. government sponsored enterprise securities and highly rated municipal securities is an indication of the minimal credit risk (the risk the issuer will be unable to pay principal and interest when due) and high degree of safety in your investment portfolio in compliance with the safety objective outlined in your investment policy.

## LIQUIDITY

The average weighted maturity of the portfolio at 4/30/18 was slightly more than 18 months. The average weighted maturity is an indication of liquidity risk (the risk a security may not be able to be liquidated for cash in a timely manner at an appropriate price) and market risk (the risk of a significant change in value related to changes in interest rates) features of your investment portfolio. Depending on the specific cash flow requirements of the Village, Ehlers Investment Partners recommends a laddered maturity structure and strives to maintain an average weighted portfolio maturity not more than 3 years in order to minimize liquidity and market risk. The Village's average weighted maturity of the investment portfolio is about 18 months less than Ehlers Investment Partners recommendation, the Village could improve the overall yield by investing in maturities with longer maturities. The Investment Policy could be revised to allow for maximum maturities and overall portfolio average weighted maturity.

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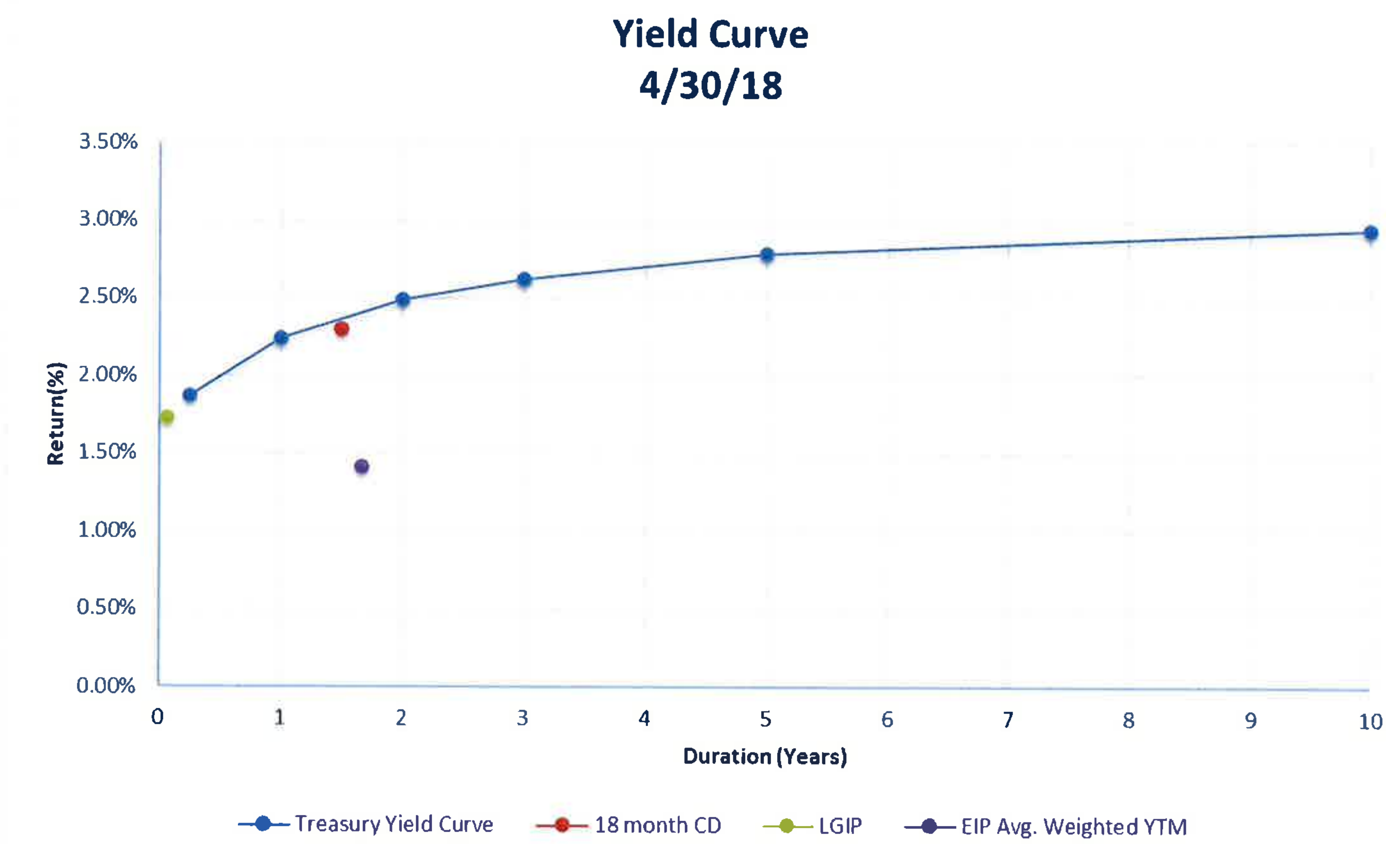
INVESTMENT PARTNERS

## YIELD

For the 4 months ended 4/30/18 the Village's investment portfolio had a total annual rate of return of -0.445%, net of fees. (Total Annual Rate of Return includes any unrealized gains/losses.) At 4/30/18 the average weighted yield to maturity of the portfolio was 1.419%, net of fees. (The Average Weighted Yield to Maturity includes interest paid and interest accrued but not yet paid and does not include any unrealized gains/losses.) The investment policy does not indicate a benchmark however the Wisconsin LGIP paid 1.73% for April, 2018 and an 18-month certificate of deposit yielded approximately 2.30% at 4/30/18.



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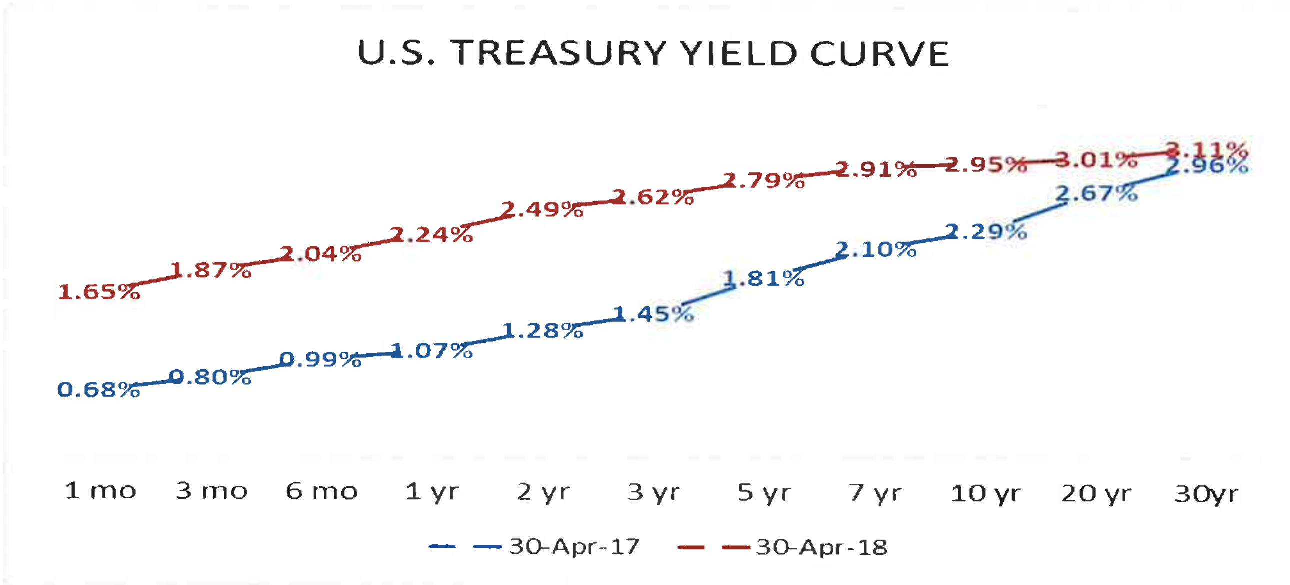
**MARKET COMMENT**




In the Federal Reserve Act, Congress established three key objectives for monetary policy: maximize employment, stabilize prices and moderate long-term interest rates. Maximizing employment and stabilizing prices are often referred to as the Fed's dual mandate. The goal then is to steer the economy to a point where employment and inflation are neither too-hot or too-cold, just right as Goldilocks suggests.

At the end of the most recent recession unemployment stood at 10%. On May 4 the Labor Department reported unemployment at 3.9%. Since the late 1950's unemployment has dropped below 4% only three times. If unemployment goes too low for too long the economy runs the risk of inflation or financial asset bubbles. The three times unemployment went below 4% (the late 1950's, the late 1960's and the late 1990's) one of those outcomes occurred and a recession followed. (In an interview with Bloomberg on May 4, outgoing New York Fed President William Dudley suggested he would be surprised if there was a recession in the next two years, saying "I'd be surprised if the expansion would end in the next year or two".)

The Fed pushes rates down to encourage spending (and growth) by business and households and pushes rates up in an effort to discourage investment, spending and growth and therefore temper inflation. (On May 2 the Federal Open Market Committee voted unanimously to leave the target range for the federal funds rate unchanged at 1.50% to 1.75% but left open the possibility of a rate hike in June.) The Fed tries to manage inflation (also at the May 2 meeting the FOMC indicated inflation "is expected to run near the Committee's symmetric 2 percent objective over the near term" suggesting Committee members are not anticipating runaway inflation.) with a theoretical threshold called the "nonaccelerating inflation rate of unemployment" or Nairu.

The Fed's estimate of Nairu is near 4.5% and projects it to drop to 3.8% next year and 3.6% sometime in 2020 which suggests the Fed is willing to let unemployment fall to levels not seen in over 50 years before it considers more aggressive moves to raise rates and curb inflation. The problem the Fed faces in this scenario is that historically once the economy moves too far in one direction it is difficult to get it to change directions. And historically, once unemployment starts to rise from the low levels experienced today, it tends to rise a lot.

Ehlers Investment Partners does not believe in timing investments as interest rates fluctuate. With a comprehensive cash flow forecast as a guide Ehlers Investment Partners believes a laddered portfolio structure, with an average weighted maturity not to exceed 3 years, will meet or exceed all the investment objectives as outlined in the investment policy. Additionally, a laddered structure will allow for taking advantage of rising interest rates as maturing investments will be reinvested at higher rates and falling rates will not have a significant impact on overall portfolio performance.

The highly rated and FDIC insured securities, in addition to investments held with a third-party custodian in the Village's name, adds a high degree of safety to the Village's investments. The average weighted maturity of the Village's portfolio is lower then what Ehlers Investment Partners typically recommends. The Village could improve returns by increasing the portfolio average weighted maturity to 3 years.

EHLERS INVESTMENT PARTNERS

# Risk Summary - Fixed Income

04/30/2018

## Village of Germantown

Dated: 05/10/2018

### Balance Sheet

| | |
|---|---|
| Book Value + Accrued | 11,853,532.73 |
| Net Unrealized Gain/Loss | -181,712.02 |
| Market Value + Accrued | 11,671,820.71 |

### Cash and Fixed Income Summary

| *Risk Metric* | *Value* |
|---|---|
| Cash | 249,209.42 |
| MMFund | 272,248.45 |
| Fixed Income | 11,150,362.84 |
| Duration | 1.596 |
| Convexity | -0.039 |
| WAL | 1.661 |
| Years to Final Maturity | 1.663 |
| Years to Effective Maturity | 1.660 |
| Yield | 2.364 |
| Book Yield | 1.501 |
| Avg Credit Rating | AA-/Aa3/AA- |

### Issuer Concentration

| *Issuer* | *% of Market Value + Accrued* |
|---|---|
| Other | 45.814% |
| Federal National Mortgage Association, Inc. | 14.741% |
| Farm Credit Banks Consolidated Systemwide Bonds and Discount Notes | 13.995% |
| Federal Home Loan Mortgage Corporation | 11.293% |
| FHLBanks Office of Finance | 5.953% |
| Council of Federal Home Loan Banks | 3.729% |
| MMDA12 | 2.333% |
| Capital One, National Association | 2.142% |

### Exposure - Asset Class

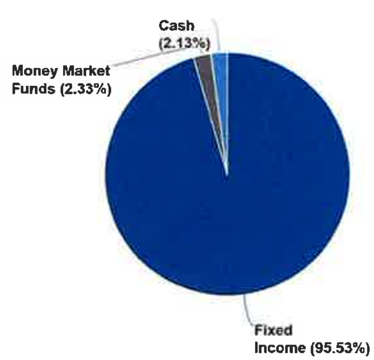



Chart calculated by: Market Value + Accrued

### Exposure - Security Type

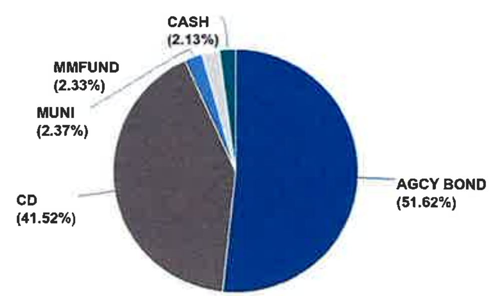



Chart calculated by: Market Value + Accrued

### Exposure - Sector

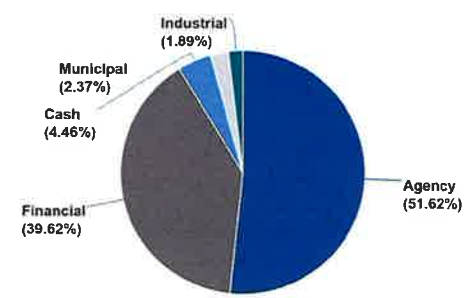



Chart calculated by: Market Value + Accrued

EHLERS INVESTMENT PARTNERS

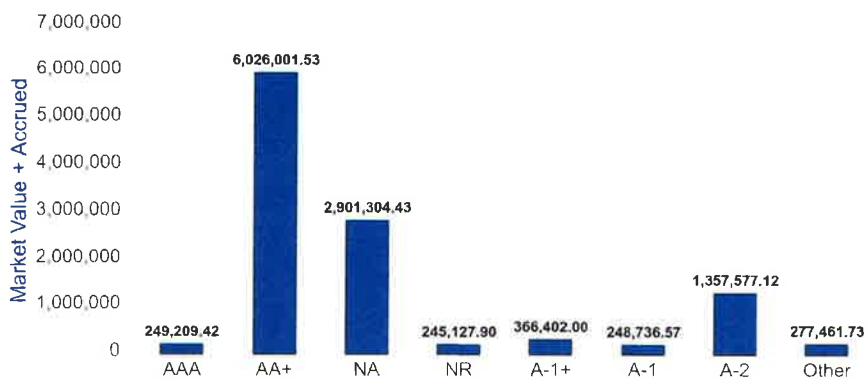
# Risk Summary - Fixed Income

04/30/2018

## Village of Germantown

Dated: 05/10/2018

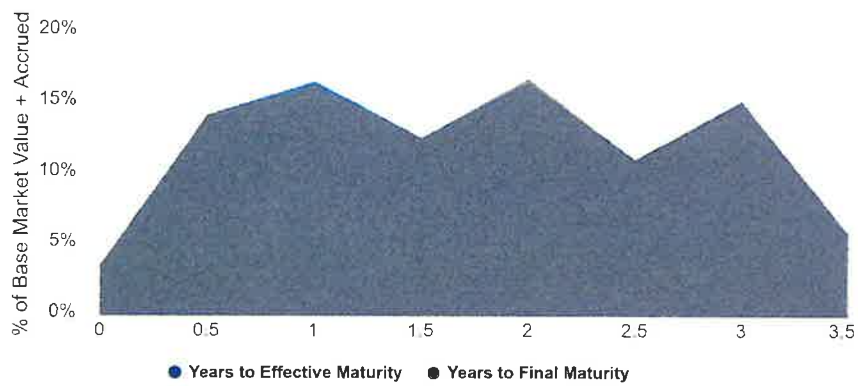
### Exposure - Credit Rating



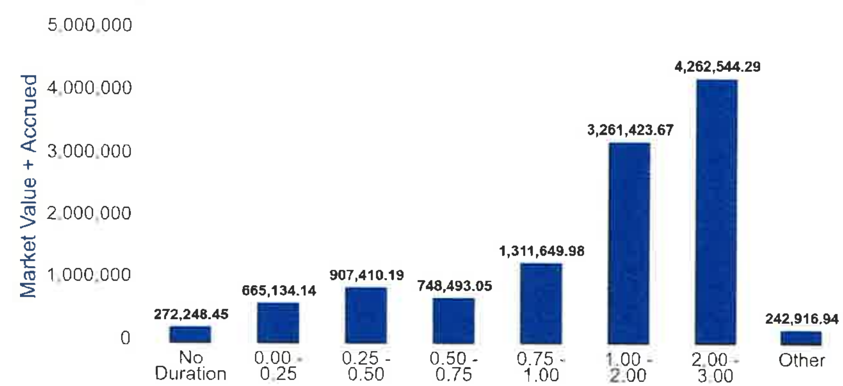

### Credit Duration Heat Map

| Rating | 0 - 1 | 1 - 2 | 2 - 3 | 3 - 4 | 4 - 5 | 5 - 7 | 7 - 10 | 10 - 15 | 15 - 30 |
|---|---|---|---|---|---|---|---|---|---|
| AAA | 2.135% | 1.567% | 1.572% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% |
| AA | 10.401% | 10.894% | 29.032% | 2.081% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% |
| A | 9.205% | 4.989% | 1.166% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% |
| BBB | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% |
| BB | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% |
| B | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% |
| CCC | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% |
| CC | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% |
| C | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% |
| NA | 11.715% | 10.493% | 4.750% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% |

### Time to Maturity




### Exposure - Duration

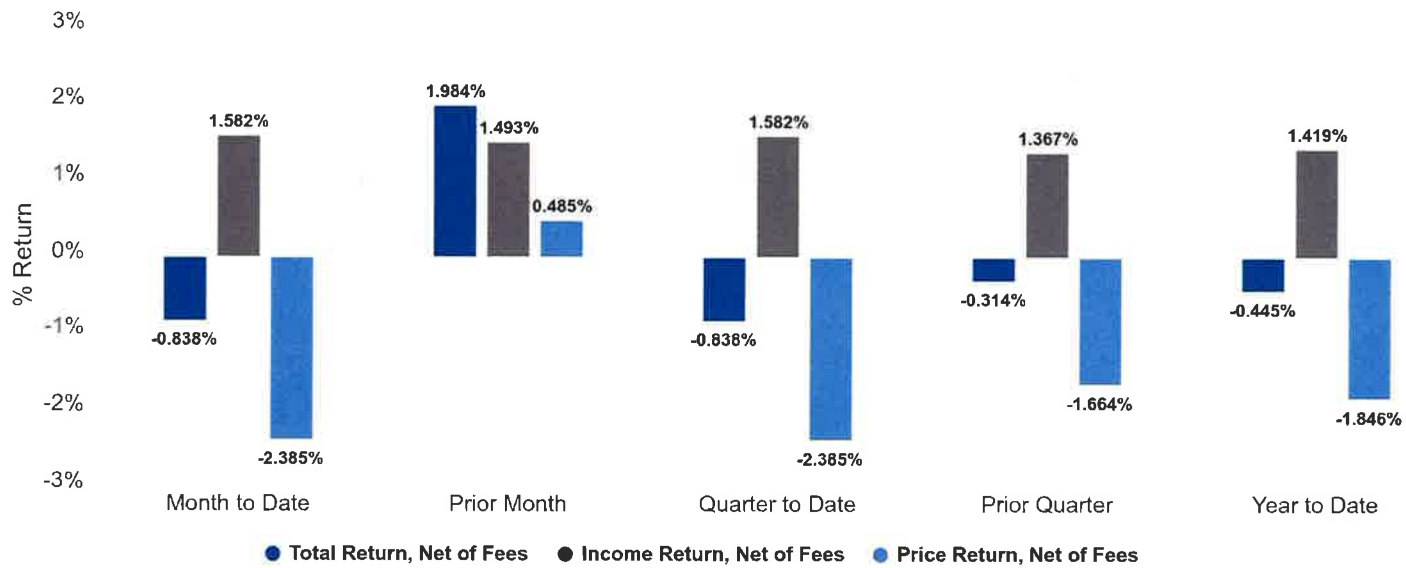


EHLERS INVESTMENT PARTNERS

# Village of Germantown

## Performance Summary

As of 04/30/2018 Dated: 05/10/2018




| *Period* | *Period Begin* | *Period End* | *Total Return, Net of Fees* | *Income Return, Net of Fees* | *Price Return, Net of Fees* |
|---|---|---|---|---|---|
| Month to Date | 04/01/2018 | 04/30/2018 | -0.838% | 1.582% | -2.385% |
| Prior Month | 03/01/2018 | 03/31/2018 | 1.984% | 1.493% | 0.485% |
| Quarter to Date | 04/01/2018 | 04/30/2018 | -0.838% | 1.582% | -2.385% |
| Prior Quarter | 01/01/2018 | 03/31/2018 | -0.314% | 1.367% | -1.664% |
| Year to Date | 01/01/2018 | 04/30/2018 | -0.445% | 1.419% | -1.846% |

| *Account* | *Index* | *Index Start Date* | *Index End Date* |
|---|---|---|---|
| Germantown General | ICE BofAML 3-Month U.S. Treasury Bill | 07/22/2002 | 12/31/2017 |
| Germantown General | ICE BofAML 3-5 Year US Treasury Index | 01/01/2018 | --- |

Net of Fees (includes management and trading).

Returns for all periods have been annualized.

No Tax Adjustment.

Note that data will not exist prior to the performance inception date of: 10/01/2012.

Historical data exists for the options shown below, only available on historical data boundaries:

| *Begin Date* | *End Date* | *Return Type* | *Fee Options* | *Tax Options* |
|---|---|---|---|---|
| 10/01/2012 | 10/31/2017 | Total Return | Gross of Fees, Net of Fees | No Tax Adjustment |

STATE OF WISCONSIN      VILLAGE OF GERMANTOWN   WASHINGTON COUNTY

**RESOLUTION NO.   42-2018**

---

**APPROVING AMENDMENTS TO THE 2018 BUDGET**
**Line Item Transfer**
Allocate Contingency Funds to Departments to Cover Wage Increase

---

WHEREAS, the Village Board of the Village of Germantown approved the 2018 Salary & Compensation Schedule with Resolutions #1-18 and #17-18; and,

WHEREAS, the 2018 Budget included contingency funds in the General Government Department Wage and Benefits lines to cover salary increases; and,

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

NOW THEREFORE BE IT RESOLVED, that the attached budget amendment detail moving $88,630 from the contingency allocation to individual departments is hereby approved.

Introduced by: ______________________________

Adopted: ___________________________________

Vote:  Ayes:____   Nays:_____   Absent: _____

____________________________________
Dean M. Wolter, Village President

ATTEST:

______________________________________
Deanna L. Boldrey, WCMC/CMC
Village Clerk

**Budget Amendment to Allocate Contingency Funds to Departments for 2018 Wage Increase**
**1.5% Non-represented employee**
**1.84% Public Works Department**
**Equity Adjustment**

| Account # | Description | Original Budget | Change | Adjusted Budget |
|---|---|---|---|---|
| 10-518-510-1900 | Salaries Contingency | 127,000 | (76,633) | 50,367 |
| 10-518-520-2100 | Social Security | 9,716 | (5,862) | 3,854 |
| | Retirement | 12,404 | (6,135) | 6,269 |
| | | | | |
| 10-512-510-1100 | Salaries - Administration | 77,870 | 307 | 78,177 |
| 10-512-520-2100 | Social Security | 5,957 | 23 | 5,980 |
| 10-512-520-2200 | Retirement | 5,217 | 21 | 5,238 |
| | | | | |
| 10-513-510-1100 | Salaries - Clerk | 161,086 | 88 | 161,174 |
| 10-513-520-2100 | Social Security | 12,573 | 7 | 12,580 |
| 10-513-520-2200 | Retirement | 10,793 | 6 | 10,799 |
| | | | | |
| 10-514-510-1100 | Salaries - Finance | 110,956 | 2,467 | 113,423 |
| 10-514-520-2100 | Social Security | 8,488 | 189 | 8,677 |
| 10-514-520-2200 | Retirement | 7,434 | 165 | 7,599 |
| | | | | |
| 10-517-510-1100 | Salaries - Data Processing | 25,721 | 703 | 26,424 |
| 10-517-520-2100 | Social Security | 1,968 | 54 | 2,022 |
| 10-517-520-2200 | Retirement | 1,723 | 47 | 1,770 |
| | | | | |
| 10-519-510-1100 | Salaries - Blg. & Grounds Supervisory | 31,839 | 1,478 | 33,317 |
| 10-519-510-1500 | Salaries - Custodial & Grounds | 83,848 | 1,543 | 85,391 |
| 10-519-520-2100 | Social Security | 8,850 | 231 | 9,081 |
| 10-519-520-2200 | Retirement | 7,878 | 202 | 8,080 |
| | | | | |
| 10-521-510-1110 | Salaries - Police Adm | 944,956 | 14,174 | 959,130 |
| 10-521-510-1140 | Salaries - Dispatch | 410,568 | 6,159 | 416,727 |
| 10-521-520-2100 | Social Security | 232,304 | 1,555 | 233,859 |
| 10-521-520-2200 | Retirement | 320,471 | 2,014 | 322,485 |
| | | | | |
| 10-522-510-1100 | Salaries - Fire Adm | 172,163 | 7,082 | 179,245 |
| 10-522-520-2100 | Social Security | 58,219 | 542 | 58,761 |
| 10-522-520-2200 | Retirement | 71,888 | 824 | 72,712 |
| | | | | |
| 10-523-510-1100 | Salaries - Em. Govt | 4,987 | 75 | 5,062 |
| 10-523-520-2100 | Social Security | 381 | 6 | 387 |
| 10-523-520-2200 | Retirement | 591 | 10 | 601 |
| | | | | |
| 10-524-510-1100 | Salaries - Inspection Serv | 209,371 | 3,491 | 212,862 |
| 10-524-520-2100 | Social Security | 16,782 | 267 | 17,049 |
| 10-524-520-2200 | Retirement | 7,998 | 234 | 8,232 |
| | | | | |
| 10-541-510-1100 | Salaries - DPW Adm | 120,158 | 4,052 | 124,210 |
| 10-541-520-2100 | Social Security | 9,192 | 310 | 9,502 |
| 10-541-520-2200 | Retirement | 7,145 | 272 | 7,417 |
| | | | | |
| 10-542-510-1100 | Salaries - Highway | 159,505 | 5,443 | 164,948 |
| 10-542-510 | Salaries - DPW Operators | 790,817 | 11,862 | 802,679 |
| 10-542-520-2100 | Social Security | 72,700 | 1,324 | 74,024 |
| 10-542-520-2200 | Retirement | 61,992 | 1,159 | 63,151 |
| | | | | |
| 10-546-510-1100 | Salaries - Recycle | 38,402 | 707 | 39,109 |
| 10-546-520-2100 | Social Security | 2,938 | 54 | 2,992 |
| 10-546-520-2200 | Retirement | 1,957 | 47 | 2,004 |
| | | | | |
| 10-551-510-1100 | Salaries - Library | 430,461 | 6,457 | 436,918 |
| 10-551-520-2100 | Social Security | 23,118 | 494 | 23,612 |
| 10-551-520-2200 | Retirement | 16,100 | 433 | 16,533 |
| | | | | |
| 10-552-510-1100 | Salaries - Recreation | 238,942 | 3,110 | 242,052 |
| 10-552-520-2100 | Social Security | 48,816 | 238 | 49,054 |
| 10-552-520-2200 | Retirement | 25,350 | 208 | 25,558 |
| | | | | |
| 10-553-510-1100 | Salaries - Parks | 137,000 | 2,055 | 139,055 |
| 10-553-510-1800 | Salaries - Parks Operators/ PT | 93,733 | 1,725 | 95,458 |
| 10-553-520-2100 | Social Security | 17,940 | 289 | 18,229 |
| 10-553-520-2200 | Retirement | 10,352 | 253 | 10,605 |
| | | | | |
| 10-554-520-1800 | Salaries - Sr. Ctr | 53,737 | 806 | 54,543 |
| 10-554-520-2100 | Social Security | 4,111 | 62 | 4,173 |
| 10-554-520-2200 | Retirement | 3,466 | 54 | 3,520 |
| | | | | |
| 10-563-510-1000 | Salaries - Planning | 96,776 | 2,852 | 99,628 |
| 10-563-520-2100 | Social Security | 8,115 | 218 | 8,333 |
| 10-563-520-2200 | Retirement | 6,484 | 185 | 6,669 |
| | | | | |
| | | 5,641,307 | (0) | 5,641,307 |

**VILLAGE OF GERMANTOWN**
**GENERAL GOVERNMENT & FINANCE COMMITTEE**
**MEETING MINUTES**
**May 21, 2018**

**CALL TO ORDER:** The meeting was called to order at 6:00 p.m. by Chairperson Zabel.

**ROLL CALL:** Present: Chairperson Zabel, Trustee Members: Kaminski, and Miller and Baum (6:40 p.m.). Trustee Baum was excused. Also present: Administrator Kreklow, Clerk Boldrey, and Finance Director Rath.

**APPROVAL OF MINUTES:** April 16, 2018 – **MOTION (Kaminski/Miller) to approve. Motion carried unanimously.**

**PUBLIC COMMENT:** No public comment.

**NEW BUSINESS:**

A. Ordinance 12-2018, Ordinance Amending 1.03, 1.271, and 1.372, Update to Senior Center Coordinator and Change of Membership Requirements for the Senior Center Advisory Committee. The report is informational only and has been filed with the Public Service Commission. Discussion of the Ordinance ensued. Chairperson Zabel pointed out the ordinance should read 2 residents of the Village and 2 Village Trustees.
**MOTION (Kaminski/Miller) to recommend approval with the corrections of 2 residents of the Village and 2 Village Trustees. Motion carried unanimously.**

B. Resolution 41-2018, Ehler's Investment Partner's Advisory Agreement.
Ken Herdeman of Ehler's Investments came to the podium. The portfolio was reviewed. The Village has 11.8 million in investments. Discussion of the portfolio ensued.
Administrator Kreklow commented that the comparison to LGIP is a good way to review the funds. The table represents that the Village is doing well.
**Motion by (Miller/Kaminski) to recommend approval of Ehler's Investment Partner's Advisory Agreement. The Fees will remain the same. Motion carried unanimously.**

C. Health Insurance Review 2017.
Finance Director Rath reviewed the plan. She pointed out the discounts and that Health Payment Systems pays the bills within one week.

D. Resolution 42-2018, Budget Amendment – Allocate Contingency Funds to Departments.
**Motion by (Kaminski/Miller) to forward Resolution 42-2018, Budget Amendment – Allocate Contingency Funds to Departments. Motion carried unanimously.**

E. Resolution 37-2018, Release of Kiwanis Community Foundation Letter of Credit.
**Motion by (Miller/Kaminski) to forward Resolution 37-2018, Release of Kiwanis Community Foundation Letter of Credit. John Krause came to the podium. The ribbon cutting will be on Wednesday, June 20th at the pavilion with a band concert at 5:30 PM. There will be recognition to the Gehl Family and all of the donors. Then on July 26th, the pavilion will be turned over to the Village. Metro Cigars stepped up to contribute to the repairs from the vandalism. Motion carried unanimously.**

**OLD BUSINESS:**

A. None.

**REPORTS:**

A. **Monthly Year to Date Financials:**

1. Revenue and Expense Report All Funds: Finance Director Rath reviewed the reports. The general fund is tracking well. No hiccups or alarms. The Water Utility has spent quite a few dollars in the past years for water meters. The future may look to borrowing or special assessments. The Village may need to look to a rate increase.
2. Health and Dental Plans: Director Rath reviewed the reports. Both look fine.
3. TIF 6 Summary: TIF 6 is good as far as development happening. The Village will need to draw from the monies that MLG has set aside.

B. **Impact Fees Financial Reports:** The report was reviewed.

C. **Accounts Payable:** April 25, 2018 and May 10, 2018 payables were reviewed.

D. **Code Violation Reports:**

1. Building Inspection Department.
2. Planning Department.

The reports were reviewed. There are more items closed and progress in the completion of the items.

E. **C.I.P. PROJECTS:** The reports were reviewed.

F. **Letter of Credit Summaries:**

1. Building Inspection Department – Reviewed.
2. Public Works Department– Reviewed.
3. Planning Department – Reviewed.

Zabel commented that the landscaping on Fond du Lac Avenue and Donges Bay has not been done. Zabel commented that this would probably be in the Planning. Presbyterian Homes, the Golf Course was to remove a building and it appears this was not done. Administrator Kreklow will look into the items.

G. **Summary of all Village Contracts:** Contracts were reviewed and no changes from last month.

**SCHEDULE NEXT MEETING: The next meeting will be on June 18, 2018 at 6 pm.**

**ADJOURNMENT:** Chairman Zabel adjourned meeting at 6:43 p.m.

Respectfully Submitted,

Deanna L. Boldrey
Village Clerk

**VILLAGE OF GERMANTOWN**
**WASHINGTON COUNTY**

**RESOLUTION NO. 43-2018**

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**CONTRACT WITH AYRES ASSOCIATES FOR PHASE 1 DESIGN SERVICES FOR FIREMEN'S PARK MULTI-PURPOSE SHELTER BUILDING PROJECT IN AN AMOUNT NOT TO EXCEED $15,500**

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WHEREAS, Monies were identified in the Capital Outlay Plan to replace the existing Firemen's Park Shelter with a Multi-Purpose Building as Firemen's Park is home to several well attended community programs and special events; and

WHEREAS, In March of 2018, following the review and approval by the Park & Recreation Commission a request for proposals was sent to five consulting firms for the design of the project; and

WHEREAS, On May 16, 2018, the Park and Recreation Commission sent forth a positive recommendation to the Village Board to approve contracting with Ayres Associates for Phase 1 Design Services for the Firemen's Park Multi-Purpose Shelter Building Project in an amount not to exceed $15,500; and

NOW, THEREFORE BE IT RESOLVED, that the Village Board of the Village of Germantown does hereby approve of contracting with Ayres Associates for the Phase 1 Design Services for Firemen's Park Multi-Purpose Shelter Building Project in an amount not to exceed $15,500.

Introduced by: ___________________

Adopted: ___________________

Vote: Ayes: ___ Nays: ___

______________________________
Dean M. Wolter, Village President

ATTEST:

______________________________
Deanna L. Boldrey, WCMC/CMC
Village Clerk

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

MEETING DATE: Monday, June 4, 2018

AGENDA ITEM: New Business

ITEM TITLE: Firemen's Park Shelter Design Plans – Review & Approval on Consulting Firm for Phase 1 Design Services

SUBMITTED BY: Mark Schroeder, Park & Recreation Director

SUMMARY EXPLANATION:
Monies were identified in the Village of Germantown Capital Outlay Plan (2017-2019) to replace the existing Firemen's Park shelter with a multi-purpose building. Firemen's Park is home to several well attended programs and special events including the 4th of July, Taste of Germantown, Germantown Community Band Concerts, Family Carnival, as well as 50 plus park rentals each year by the general public.

In March 2018, following review/approval by the Park & Recreation Commission, a request for proposals (RFP) was sent to five consulting firms. The Design Project would consist of producing conceptual drawings and probable construction costs for a multi-purpose shelter building. In addition, design plans should also take into consideration pathway locations, electrical service for special event vendors, and security lighting to link all park amenities with the goal of achieving maximum and efficient use of the park for all programs and special events.

The planning process would also include public input from community officials and project stakeholders. Deliverables would include site layout plans, schematic design plans, building elevations, and cost estimates/budget that are based on the to be determined design program for the facility.

A pre-submittal meeting was held on April 12th at Firemen's Park to review the scope of the project, and to assist the consultants with preparing bid proposals. The proposal deadline was April 27th with proposals submitted by three firms, Nagel Architects & Engineers, Arc-Int Architecture, and Ayres Associates.

Following review and discussion on May 16th, the recommendation being brought forth by the Park & Recreation Commission is to contract with Ayres Associates for Phase 1 Design Services for the Firemen's Park Multi-Purpose Shelter Project. This recommendation is based on the following criteria:

- Qualifications/ Experience of assigned project team, as well as in-house resources
- Experience with similar park projects

- Design Approach and Scope of Services
- More clearly defined public input process
- Phase I Cost of Services was based on the requested "not-to-exceed" cost basis
- Phase 1 Design Services are within the 2018 CIP Budget

ATTACHMENT: ORDINANCE______ RESOLUTION__X___ OTHER____

RECOMMENDATION:
At the May 16th, 2018 Park & Recreation Commission Meeting, motion made by Commissioner Depies, seconded by Commissioner Borden, to send forth a positive recommendation to the Village Board to approve a contract with Ayres Associates for Phase 1 Design Services for the Firemen's Park Multi-Purpose Shelter Building Project in an amount not to exceed $15,500. Motion carried unanimously. Monies to come from 2018 CIP Budget Account #40-552-570-8310.

Public Safety Committee
**GERMANTOWN, WI**

MEETING DATE: May 7th, 2018

AGENDA ITEM: New Business

ITEM TITLE: Police Department Building Project

SUBMITTED BY: Chief Peter Hoell PH

ATTACHMENT: ORDINANCE____ RESOLUTION_____ OTHER__ X__

SUMMARY EXPLANATION:

There was an open house on October 10th,1982, for the current Police Department building and the old Library, now known as the Police Department Annex. The new facility became operational on July 30th, 1982. This took place almost 36 years ago. The first public discussions with the Village Board to expand the Police Department took place in 1994. Other than cosmetic changes, updates and a garage over the years, there are currently no working plans to expand the Police Department. The purpose of this agenda item is to start that discussion and to develop a plan.

Attached:

- Memo from Chief Hoell highlighting some talking points on the need for a Police Department expansion.
- Minutes from the Public Safety Committee dating back to 1994.
- Copy of an Appropriations Request Form to Senator Herb Kohls Officer for fiscal year 2009.
- Copies from the October 10th, 1982 Open House handout.

RECOMMENDATION:
We are requesting the Public Safety Committee start discussions on developing a plan to work on a Police Department Building Project.

GERMANTOWN POLICE DEPARTMENT

MEMORANDUM

TO: Public Safety Committee

FROM: Peter G. Hoell
Chief of Police

DATE: April 18, 2018

SUBJECT: POLICE DEPARTMENT BUILDING PROJECT

| **HISTORY** | |
|---|---|
| 1982 | On October 10, 1982, both the Germantown Police Department and the Duerrwaechter Memorial Library celebrated their open house on the campus of Mequon Road and Western Avenue. |
| 1994 | The Public Safety Committee discussed an expansion project for the police department, but no action was taken. |
| 1995 | The Village retained the services of HNTB to conduct a Needs Assessment Study of all municipal facilities. The study recommended building a new library and that upon completion, the police department should expand its building by connecting both existing structures. HNTB estimated the cost of the police department expansion at $750,000. 23 years later, the buildings have yet to be connected. According to the Public Safety Committee notes, the police department building expansion, indoor range and communications center projects would be moved from 1995 to 1996. |
| 1998 | Large garage addition proposal submitted. |
| 1999 | A request was made to budget $725,000 for the building expansion to be completed in 2003. The amount was reduced first to $450,000 and then to $350,000 at the final budget meeting. |
| 2000 | Large garage construction started with a $270,000 budget. |
| 2001 | Fischer, Fischer, Theis Inc. hired for $4,400 to design the police department building. |
| 2002 | Fischer, Fischer, Theis Inc. worked with the $350,000 budget, they submitted and received final approval from the Planning Commission for the architectural design plans. The Village Board split the amount of which $167,500 was allocated for the 2003 remodel of the interior of the old library, the other $167,000 was set aside to connect the two buildings in 2006. The Village Board then decided at the final budget hearing to withdraw all funding since the limited budgeted money created a design that fell short of their expectations for the long term use of the police department facilities. |
| 2002 | The Duerrwaechter Memorial Library moves into its new building located between Village Hall and the Police Department. |
| 2003 | The Village Board approved $750,000 in the capital budget to connect the police department in 2004. |
| 2004 | Police department staff consisting of detectives, crime prevention and eventually K9 move into the old library. |
| 2004-2005 | The Public Safety Committee gave direction to hire Plunkett Raysich for $9,200 to design a connection and remodel both buildings based on space needs to accommodate the police department until 2025. The total project, to include connection of both buildings and a total |

| | |
|---|---|
| | remodel, came in at $3,200,000 for a construction date of 2006. |
| 2005-2006 | The police department secured a Homeland Security grant to install building upgrades. Items chosen for the upgrade could be reused for a new construction project. Installed was a key fob system, lobby security drawer, fencing, cameras/monitors and some windows. |
| 2006 | The Village Board tabled the PD building project until 2007. |
| 2007-2008 | The Village Board hired Zimmermann Architectural Studios for approximately $12,000 to create the third conceptual design to connect and remodel both PD buildings. The cost of the project was approximately $6,000,000. The Village Board tabled the project with no further direction. |

After 24 years of discussion, planning, and three conceptual designs, there still is no plan in place to either connect both buildings or build a new facility.

**CHALLENGES**

There are safety concerns with operating out of two buildings, mainly visibility of open spaces outside the police department. There is a blind spot to the parking lot when leaving the main building's front doors. PD staff traffic is heavy between both buildings, especially during the dayshift with more support services staff working. People have brought weapons and have had physical confrontations with PD staff both inside and outside of the building.

Environmentally, operating out of two buildings is problematic. The constant cross traffic on days that are rainy, snowy, cold and windy makes transferring paperwork, evidence and other important items fall victim to the weather elements. The outside cross traffic also heightens our staff's danger to slips and falls on icy and/or wet conditions.

The original design of the building was for a smaller, predominately male force. The women's locker room is over capacity, the men's locker room is at capacity. There is also a mix of small and large lockers, the larger lockers are needed for the amount of equipment assigned to officers.

Due to lack of space, officers store their jackets and equipment bags in the large garage where they can become soiled by dirt and grime from inside the garage.

There is a lack of a secure hallway from booking/jail which creates a substantial safety risk when moving prisoners from booking to the front for release. The prisoner has easy access to employee areas including the break room, locker rooms, roll call and dispatch. It would be preferred to have a secure hallway leading from the secure areas to an exit.

The lack of interview room space, with access from the secure areas also creates a hazard. As it stand now, an in-custody suspect would have to be moved through employee areas to gain access to interview rooms. Also, our soft interview room (the crying room) is too close to dispatch and things said in dispatch or roll call are easily heard in the interview room. The hard interview space that we have is the intoximeter room or in booking. Neither of these areas are conducive to extended, in-custody interviews. There are interruptions from people walking through the areas, and there is no separation from other suspects.

Another building feature that is needed is an area dedicated to unified tactics training, DAAT room. We currently are using the old children's reading room and pull out mats to make it safer. A weapons-free area with mats and a controllable entrance is needed. At present, when DAAT exercises are conducted, due to the limited space and other hazards created by being in a classroom, the training is very limited in scope. There are also large, long windows in the training room that limit our physical hands-on training.

The Annex windows, with the exception of one, are old/original crank out windows at ground level.

The interior of the facilities has had cosmetic changes, however because of the age of the building it is common to have backups and plumbing issues in restrooms and kitchen area. The exterior has had some cosmetic changes, again there is much more to be done simply because of the building's age.

There is limited storage, certain areas turn into a basic "catch all." The garage is not large enough to facilitate all department-owned squads and vehicles.

Existing facility built prior to American's with Disabilities Act, more can be done to facilitate that segment of

our population with special needs.
We do not have one centralized area for the First Line Supervisors. We have 4 lieutenants in one room, 1 in an interview room and 1 in the Annex.
We have records located in various parts of both buildings. Our confidential records room is an interview room. Our main files are in dispatch and old records in the basement.

**ASSETS**

Most of the PD furniture is new and could be moved to a new or remodeled facility.
The Communications Center is modern and in good shape. There is a problem with traffic flow due to the configuration and size of the building through dispatch.
There will be a new vehicle evidence processing garage built this year.
The Annex conference room does allow for some limited community meetings.
The training room does allow for classroom training space and the ability to host trainings.
The Department of Public Works is working hard and doing their best to keep two old buildings looking reasonably professional.
New LED lighting has been recently installed.
The interior paint and ceilings are in reasonably good shape.
Flooring is recently new or newer.
The Annex has been remodeled to better define office space and noise control.
We have installed a fairly robust camera system.
The current landscaping is well maintained and attractive.

landowners would need to be presented to the Committee.

After discussion, Hargan made a motion recommending approval to the Village Board for reissuing the resolution for the existing snowmobile trail. Motion seconded by Ewert and carried unanimously.

X SEVEN YEAR CAPITAL IMPROVEMENTS PLAN: General discussion followed with the committee reviewing a 7-year plan presented by the police department. Discussed was squad usage, building expansion, mobile data units, and the pistol range. Kubacki advised that the numbers are tentative and prices may be lower than anticipated.

REVIEW OF PROPOSED IN-LINE SKATING ORDINANCE: An ordinance dealing with in-line skating was obtained from the City of Green Bay and a copy was presented to Committee Members. Brady questioned section 29.45(b) which states "Every person using in-line skates upon a roadway shall ride single file on all public roadways" and stated that parents skating with children may want to hold hands. Discussion followed with Evans advising that officer discretion would be a factor when enforcing this ordinance. A motion was made by Kempinski, seconded by Ewert, to recommend approval and forward the proposed in-line skating ordinance to the village attorney and Village Board. Motion carried unanimously.

APPLICATION FOR FEDERAL FUNDS FOR POLICE OFFICERS THROUGH VIOLENT CRIME CONTROL AND LAW ENFORCEMENT ACT OF 1994: Evans advised this application for federal funds is part of the Clinton Crime Bill and allows applications to be made by law enforcement agencies for personnel. He advised this bill would pay $25,000 toward each officer's annual salary for 3 years and then the costs are the responsibility of the municipality.

After discussion, a motion was made by Kempinski, seconded by Brady, to approve the application process for federal funding for police officers through the Violent Crime Control and Law Enforcement Act of 1994 with a positive recommendation to the Village Board. Further discussion followed with the Committee asking how many officers would be requested by the Village of Germantown. Evans and Blum advised they would prefer to request two officers. Kempinski amended the motion to include the application process for two officers. Amended motion seconded by Brady and carried unanimously.

REVISION TO SECTION 9.02 OF THE MUNICIPAL CODE RELATING TO CALIBER OF WEAPON: Evans advised that south of Freistadt Road in the Village of Germantown, village ordinance currently allows shotgun only. He advised he would like to see these restrictions apply to the entire Germantown area and presented to the Committee a copy of the changes he was requesting. After review and discussion, Kempinski made a motion to recommend approval of the revisions to section 9.02 of the municipal code relating to caliber of weapon pending approval by the village

**MEETING MINUTES**
**PUBLIC SAFETY COMMITTEE**
May 9, 1995
Police Department Squad Room

CALL: The meeting was called to order at 6:35 P.M. by Chairman Brzezinski.

ROLL CALL: Chairman Brzezinski, Trustee Members Ewert and Lalk. Trustee Kempinski arrived at 7:20 P.M. Also present were Chief Blum and Fire Chief Pollpeter. President Hargan arrived at 7:25 P.M. and Village Clerk Wilms arrived at 7:30 P.M.

PROPOSED ORDINANCE - REPEALING AND RECREATING SECTION 9.02 OF THE MUNICIPAL CODE - FIREARMS AND OTHER DANGEROUS WEAPONS REGULATED: Blum advised this item was placed on the agenda due to changes in the penalty section. Brzezinski mentioned that there were still concerns among the citizens regarding illegal shooting in the area of Amy Belle and Mequon Road.

Discussion followed with numerous citizens present who expressed their concerns with shooting in the village, especially in closed areas where special permits are required. Blum reiterated that illegal shooting needs to be reported to the D.N.R. and that Warden Lee had attended the last meeting and distributed business cards to those present. Some of those citizens present stated they still had concerns for their personal safety on their own property during the hunting season. One male citizen who was present suggested that the neighbors form an association to address these concerns. Blum stated that Officer Jeff Smith of the Germantown Police Department could assist the residents in implementing a type of neighborhood watch system and could set up a meeting to discuss this.

A notepad was passed among the residents for name, address and phone number which Blum advised he would forward to Officer Smith. Lalk recommended this item be tabled for two months and then put back on the agenda under old business.

* ARCHITECTURAL DESIGN COMMITTEE - POLICE DEPARTMENT UPDATE: Blum advised this item was placed on the agenda for informational purposes as he wanted to keep the committee updated on the progress of discussions held with the architects. He stated that garage space, storage and additional office space are needed. Brzezinski advised this issue would be carried over on old business for monthly updates.

Brzezinski advised that he felt a security camera for the front lot of the police department was important.

PROPOSED ORDINANCE - EMERGENCY INGRESS/EGRESS FIRE DEPARTMENT VEHICLES: Pollpeter brought to the committee's attention some properties in the Village of Germantown which have limited access to the buildings due to low maintenance of driveways with overgrowth and overhanging limbs. He provided photographs to illustrate his concerns. Pollpeter proposed remaining structure. Motion carried unanimously.

ENFORCEMENT OF FALSE ALARM ORDINANCE: Evans told the Committee this item was placed on the agenda for informational purposes. He advised that the first year of alarm permits in the village had concluded and there were still some who had not purchased permits, even after letters had been sent. He stated that the police department would be moving forward on this issue and law enforcement action would be taken.

Discussion followed with Evans recommending that the Riemer property be exempt from this ordinance as there are village owned items on the property along with negatives and prints for the police department that are processed by Village Color Lab. Wetterau made a motion to waive the alarm permit fee for the Riemer property. Motion was seconded by Kempinski and carried unanimously.

VICIOUS DOG COMPLAINT: Blum advised the Committee this item was placed on the agenda for information purposes. He stated there had been a complaint from a citizen regarding a neighbor's dog which was accused of biting a child. Blum stated that village ordinance states that a dog can be declared vicious by the Chief of Police and at this time further investigation was pending regarding the dog.

COUNTY LINE ROAD - SPEED LIMIT: Brzezinski stated that the Waukesha County portion of the roadway is now marked at 35 mph and questioned when the Washington County signs would go up. Blum advised he had not received information that Washington County had approved lowering of the speed limit and Brzezinski requested that Kubacki check to see if the Village had received a letter indicating that the speed limit reduction had been approved.

Discussion followed with Evans advising that he had been told in the past that Waukesha County had jurisdiction over signs on County Line Road west of 175, as they had put up the No Parking signs by Lohmans. Brzezinski requested that Chief Blum check with Washington County and Waukesha County for the status of these signs and what has actually been signed thus far.

* 7 YEAR CAPITAL IMPROVEMENTS PLAN: Kubacki advised that additional information provided by Blum was added to the plan. He further advised that the $32,000 for crew cab truck for the fire department in 2000 could be deleted. Kubacki also advised that the pistol range, communications center and building expansion for the police department would be moved from 1995 to 1996. Kubacki also stated that work on the impact fees needs to be finished. Kempinski questioned the emergency warning system in 1996 and whether the $30,000 is enough. Pollpeter advised that new technology will affect what type of system is eventually decided on, along with costs.

FIRE DEPARTMENT MONTHLY REPORT: No discussion.

# GERMANTOWN POLICE DEPARTMENT

## MEMORANDUM

TO: Public Safety Committee

FROM: Craig O. Evans
Captain of Police

DATE:February 4, 1999

SUBJECT: PROPOSAL REVIEW POLICE DEPARTMENT GARAGE EXPANSION

The Germantown Police Department is submitting the attached proposal for review and approval by the Committee. The proposal involves a request for architectural service for design and construction of a garage addition to the Germantown Police Department. The 1999 village budget contains $270,000.00 in account 570-8210 designated to complete this project.

placed in the Town of Germantown's jurisdiction, and they could assume responsibility for the sign once it is in place. Van Male recommended this information be included in the letter to the Town of Germantown. Motion carried unanimously.

TEMPORARY CLASS B PICNIC LICENSE - GERMANTOWN/MENOMONEE FALLS SUNRISE ROTARY CLUB, FIREMEN'S PARK, SHRIMP BOIL JUNE 10th: A motion was made by Vento, seconded by Johnson, to recommend approval to the Village Board for a Temporary Class B Picnic License for the Germantown/Menomonee Falls Sunrise Rotary Club Shrimp Boil to be held in Firemen's Park on June 10, 1999. Motion carried unanimously.

* REQUEST FOR PROPOSALS - FIRE STATION NO. 2 & POLICE DEPARTMENT GARAGE: Brandenburg referred to the Request for Proposals (RFP) for architectural services for the design and construction of Fire Station No. 2 and the Police Department garage. He stated that an advertisement would be placed in the *Western Builder* requesting interested parties contact the Village of Germantown to submit a proposal. He briefly outlined the process to the committee and stated at this time he was looking for approval from the committee for the RFP and advertisement to begin the process.

Discussion followed regarding the possibility of a design/build plan, exploring what options are available, and inclusion of the training tower. Stone questioned the cost of placing the ad, Brandenburg stated he was not sure, but believed the price to be several hundred dollars. He stated the *Western Builder* is circulated monthly in Wisconsin and Michigan.

A motion was made by Kempinski, seconded by Vento, to approve the RFP status for Fire Station No. 2 and the Police Department garage, and for placement of an advertisement in *Western Builder*. Motion carried unanimously.

NEW CLASS B FERMENTED MALT BEVERAGE AND INTOXICATING LIQUOR LICENSE - SOME PLACE CHEAP, N132 W17225 ROCKFIELD ROAD - WILLIAM JOHN OR KEROLYNN FRANCIS LUKES OR THOMAS JAMES KAHELSKI: Wilms explained that last year a liquor license was issued to Mary Moran with the condition that Mr. William John, owner of the property, could not participate or interfere in the operation of the establishment. She stated that Mr. John would like to get his establishment up and running and has forwarded an application for a Class B Fermented Malt Beverage and Intoxicating Liquor license. Applications were also received form Mr. Kahelski and Ms. Lukes. Wilms advised that the police department was recommending denial of Mr. John's application, but had no objections to the other two. She further advised that the applicants would need to obtain a Wisconsin Seller's Permit number and a Federal ID number, and complete the Responsible Beverage Service Class if not yet done. Wilms stated that Ms. Moran may hold the license until June 30th which would result in a Reserve Class B license being the only available license.

P.M. A roll call vote was taken, motion carried unanimously.

RECONVENE INTO OPEN SESSION at 7:52 P.M.

BARTENDER LICENSE - RECOMMENDATION TO VILLAGE BOARD: A motion was made by Kempinski, seconded by Brzezinski, to recommend approval to the Village Board for the bartender license application received by Sarah M. Eibl. Motion failed 1-3 with Kempinski voting aye, and Brzezinski, Brady and Ewert voting nay.

ANY OTHER BUSINESS: There was a brief discussion regarding the benefits and drawbacks relating to the inclusion of announcements and citizen input on agendas.

Van Male requested that next month's Public Safety Meeting be held at the police department to allow committee members an opportunity to tour the new garage facilities.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:05 P.M.

Recorded by,

Julie L. Barth
Secretary

indicated he would look within the fire department budget for the $5,701.94 and would be prepared to discuss this at the next Village Board meeting.

A motion was made by Kempinski, seconded by Johnson, to forward this item to Village Board with a recommendation that the fire department come up with the $5,701.94 from their budget to be paid to the state, and with the understanding that the department will not re-enroll in this program and the state will be responsible for the tank inspections. Motion carried unanimously.

FIRE DEPARTMENT MONTHLY REPORT: No discussion.

SURVIVE ALIVE HOUSE - UPDATE: Pollpeter advised the site has been excavated and footings will be going in on Thursday.

* REQUEST FOR PROPOSALS - EXPANSION OF THE POLICE DEPARTMENT: Van Male informed the committee that this was placed on the agenda as an advisory item, and next month's agenda would include a look at selections and ideas. He stated $15,000 had been budgeted for consultant fees.

POLICE DEPARTMENT MONTHLY REPORT: No discussion.

ADJOURNMENT: There being no further discussion, the meeting was adjourned at 7:58 P.M.

Recorded by,

Julie L. Barth
Secretary

EXPANSION OF THE POLICE DEPARTMENT: Van Male informed the committee that eight firms had responded to the request for proposals for architectural services to design the expansion of the police department, and four had come in under the $15,000 limit. He added that they all were professional organizations with municipal experience, and would be satisfied with any of them.

Discussion followed with a motion by Kempinski, seconded by Brzezinski, to select Fisher, Fisher, Theis, Inc. for architectural services to design the expansion of the police department, for an amount not to exceed $4,400.00. Motion carried unanimously.

FIRE DEPARTMENT MONTHLY REPORT: Pollpeter advised the Survive Alive House was progressing and the basement had been poured. He added the training tower was working out well, and that recent press coverage had resulted in additional funds being received.

POLICE DEPARTMENT MONTHLY REPORT: Johnson requested that Chief Van Male give a brief presentation at next month's meeting on the subject of Emergency Government issues.

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

Recorded by,

Julie L. Barth
Secretary

*Village of Germantown*

**Police Department Expansion**
**Summary of RFP's**
**Submitted: August 31, 2001**

| | |
|---|---|
| *Fisher, Fisher, Theis, Inc. | $4,400 |
| Bonestro, Rosene, Anderlik & Assoc. | $10,500 |
| Plunkett Raysich Architects | $13,500 |
| Durrant | $13,900 |
| Stubenrauch Architects, Inc. | $20,500 |
| Wm. R. Henry Assoc. | $21,722 |
| A/E Services (William A. Rutter) | $25,100 |
| Zimmerman Design Group | $58,500 |

**MEETING MINUTES**
**PUBLIC SAFETY COMMITTEE MEETING**
APRIL 9, 2002
VILLAGE HALL BOARD ROOM

CALL TO ORDER: The meeting was called to order at 7:00 P.M. by Chairman Brzezinski.

ROLL CALL: Chairman Brzezinski and Trustee Member Ewert. Brzezinski appointed President Hargan as member Pro-Tem. Trustee Johnson was absent and excused. Also present were Police Chief Van Male, Police Captain Evans, Fire Chief Pollpeter, Deputy Fire Chiefs Hoffmeier and Maury, Lt. Tickner, President Hargan, Village Clerk Wilms. Trustee Kempinski arrived at 7:05 P.M. and Hargan was excused.

PREVIOUS MINUTES: A motion was made by Ewert, seconded by Hargan, to approve the minutes of the March 12, 2002 Public Safety Meeting. Motion carried unanimously.

ANY OTHER BUSINESS: Brzezinski advised he would be addressing a non-agenda item regarding traffic concerns. Melissa Rajchel of W160 N9682 Colonial Drive was present and expressed concern regarding speeding vehicles in her subdivision. She requested more enforcement and additional speed limit signs in the area. Van Male advised the speed board could be used to monitor speeds, and he would look into increased patrol and review the signage request.

FIRE DEPARTMENT MONTHLY & ANNUAL REPORT: Pollpeter indicated there were 43 rescue calls and 14 fire calls for the month of March.

POLICE DEPARTMENT MONTHLY & ANNUAL REPORT: Van Male expressed his thanks to the Communications Supervisor and staff for their work on the annual report.

SURVIVE ALIVE HOUSE: Pollpeter stated the project is progressing with water/sewer in, heating and air conditioning currently going in, and a possible completion date in July or August. He added that donations are going well, and a raffle was going to be held for a motorcycle donated by Harley Davidson.

ESR VEHICLE (SPORT UTILITY VEHICLE) - FIRE DEPARTMENT: Pollpeter referred to the report prepared by the finance director, and Tickner discussed financing options with the committee. Discussion followed regarding leasing vs. purchasing, and a motion was made by Kempinski, seconded by Ewert, to forward to Village Board a positive recommendation for purchase of this vehicle under the scenario of making payments until January 2003 and then looking at a buyout. Brzezinski added that the Board should look into what impact fees may be available for this purchase. Motion carried unanimously.

*POLICE DEPARTMENT EXPANSION UPDATE: Van Male informed the committee this item was placed on the agenda as an update to the police department expansion plans. He presented diagrams which depicted the project and stated it would consist of two phases. He added this year would include the project drawing, seeking Plan Commission approval, and then moving forward with the construction phase if approved in 2003. Discussion followed regarding the connection between the buildings, plans for building usage, and finances available for the project. Kempinski advised that when this item comes back before the committee, he would like to see a breakdown of how the money will be spent and how the space will be utilized.

NEW CLASS B FERMENTED MALT BEVERAGE AND INTOXICATING LIQUOR LICENSE - BORO BUZDUM & DENNIS GIANNOPOULO, D/B/A DIAMONDS PUB & GRILL, W188 N10515 MAPLE RD: Wilms advised that First Base has changed lessees and an application for partnership was received by the above. She added that the police department was not prepared to make a recommendation at this time due to pending background check information that had not yet been received. Wilms indicated there were questions regarding outside premise which was not included on the current application, and also needed from the applicant were a Wisconsin Seller's Permit Number, Federal ID number, letter from the property owner giving permission to apply for the license, and prorated fees if required.

Discussion followed with the applicants present who briefed the committee on their plans for the establishment. They indicated a lease had been signed and would provide a copy to the Village Clerk. Wilms advised this application could be brought before a Special Public Safety Committee Meeting the following Tuesday before the Village Board Meeting. Brzezinski requested Wilms to set the Special Public Safety Meeting for Tuesday.

ACT 102 FUND PURCHASES: Pollpeter stated the Fire Department wished to purchase a washer and dryer in the amount of $2299.85 for Station No. 2 through the Act 102 Fund, as has been done in the past with purchases of EMS supplies. A motion was made by Ewert, seconded by Kempinski, to recommend approval for the purchase of a washer and dryer through Act 102.

Discussion followed with Pollpeter asking the committee if they wanted to see all expenditures that grant monies are used for. Brzezinski advised they would like to see this information, and Hargan suggested the fire department could provide this information in their monthly report. Motion carried unanimously.

CAPITAL PURCHASES - RADIO EQUIPMENT UPGRADE (FIRE DEPT.), EMERGENCY GENERATOR FIRE STATION NO. 2, BUILDING TO HOUSE EMERGENCY RADIO EQUIPMENT: Pollpeter advised the radio upgrade at $93,000 was being requested due to radio communications difficulties, and the fact that the current system does not meet NFPA 1720 requirements. He added they were able to secure radio frequencies for repeater with the assistance of General Communications. Pollpeter stated that the request for Station No. 2 emergency generator at $15,000 and the communications building were included in this capital purchases request. Van Male clarified the need for the communications building for $34,000 which would cover site preparation, road access to site, slab, HVAC system, electricity, relocation of existing transformers, fencing around building, and security alarm system.

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

| | |
|---|---|
| MEETING: | PLAN COMMISSION |
| DATE AND TIME: | Monday June 24, 2002, 7:00 p.m. |
| LOCATION: | Village Hall Board Room |

I. **CALL TO ORDER:** This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wisconsin Statutes, 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:** Chairman Hargan, Trustee Representative Kempinski, Engineer Nickodem, Commissioners Ralph Simoneau, Fred Bonney, Brian Fisher and Gerald Grosenick.

III. **PREVIOUS MINUTES:**

A. Reconsideration of the May 13, 2002 Minutes.
B. Approval of the June 10, 2002 Minutes.

IV. **NEW BUSINESS:**

A. **Germantown Fire Department** - N115 W18752 Edison Drive. Site and Architectural approval for a 144 SF communication hut.

*B. **Germantown Police Department** - N112 W16877 Mequon Road. Site and Architectural approval for 989 SF building addition used for office and training.

C. **Germantown Friedenfeld Park** - East of Country Aire Drive, North of Mequon Road. Located in the SW 1/4 of Section 24. Site and Architectural approval for a 544 SF concession stand and press box.

D. **Meadow Creek Crossing** - Located NE 1/4 and SE 1/4, Section 33, West side of Division Road. Preliminary Plat approval for a residential development consisting of 110 single-family lots. Recommendation to Village Board.

E. **Jewel Osco** - N112 W15800 Mequon Road. Site approval for an outdoor display and product sales until October 1, 2002.

F. **Rossetto's Auto Center** - W215 N11251 Appleton Avenue. Conditional Use Permit to allow auto sales and service and an auto repair shop in the B-3 Zoning District. Recommendation to Village Board.

Village of Germantown    Capital Improvements Worksheet    2004-2010

| 1. Project Title | 2. Department |
|---|---|
| BUILDING EXPANSION | POLICE |

3. Project Description:
EXPAND & REMODEL EXISTING FACILITIES

| 4. Total Estimated Project Cost | 5. Project Funding | 6. Project Priority (1-3) |
|---|---|---|
| $750,000 | | 1 |

7. Schedule for 7-Year Period

| 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 |
|---|---|---|---|---|---|---|
| $750,000 | | | | | | |

8. **Project Justification**

The Village retained the services of HNTB in 1995 to conduct a Needs Assessment Study of all municipal facilities. The study recommended building a new library and that upon completion the police department should expand its building by connecting both existing structures. HNTB estimated the cost of the police department expansion at $725,000.

After a decision was made to move forward with the new library project, I submitted a request (1999 CIP) for the building expansion in the amount of $725,000 for construction in the year 2003. During our initial budget meeting, the Village Board elected to reduce the building cost to $450,000. At the final budget hearing, the Village Board decreased funding to $350,000.

In May 2002, the firm of Fischer, Fischer Theis, Inc., working within the $350,000 budget constraints, submitted and received final approval from the Planning Commission for the architectural design plans. At the Capital Improvement Plan meeting held in June, the Village Board decided to split the funds. The amount of $167,500 was allocated for 2003 to remodel the interior of the old library and $167,500 was set aside in 2006 to connect the buildings. During a discussion of the project at the final budget hearing (Nov. 2002), the Village Board voted to withdraw all funding in 2003 for the expansion. Several members related that the limited money budgeted created a design that fell short of their expectations for the long-term use of the police department facilities.

The Village Board indicated that the building expansion should be brought back for consideration in 2004. Construction costs have gone up steadily since we received the estimate of $725,000 from HNTB nine years ago. Therefore, I ask that you approve $750,000 to complete the police department expansion in 2004.

# Germantown Police Department

## Additions and Alterations

## Preliminary Cost Estimate

for 2006 construction

| | | Cost per Sq Ft | Cost | Totals |
|---|---|---|---|---|
| **New Construction Cost** | | | | |
| Connector | 5,000 sq ft | $175 | | **$875,000** |
| **Remodeled Construction** | | | | |
| High impact with a cost per sq ft of: $110 | | | | |
| Medium impact with a cost per sq ft of: $80 | | | | |
| Low impact with a cost per sq ft of: $25 | | | | |
| Finishes upgrading at cost per sq ft of: $15 | | | | |
| **Old Library** | | | | |
| High impact: Evidence Processing | 350 sq ft | $110 | $38,500 | |
| Medium impact: Lt. offices, conference and interview rooms | 700 sq ft | $80 | $56,000 | |
| Low impact: Meeting & training | 2,700 sq ft | $25 | $67,500 | |
| Finishes upgrading | 5,000 sq ft | $15 | $75,000 | |
| | | | | **$237,000** |
| **Police Station First Floor** | | | | |
| High Impact : new partitions, ceilings, flooring, electrical | 3,900 sq ft | $110 | $429,000 | |
| Low impact: Break room | 500 sq ft | $25 | $12,500 | |
| Finishes upgrading | 1,500 sq ft | $15 | $22,500 | |
| | | | | **$464,000** |
| **Police Station Basement** | | | | |
| High impact: Locker rooms wet area. Includes ADA upgrading | 540 sq ft | $110 | $59,400 | |
| Medium impact: Workout room & locker room dry area includes the cost of lockers | 1,560 sq ft | $80 | $124,800 | |
| | | | | **$184,200** |
| **Additional cost for two phases of construction** | | | | **$75,000** |

| | | | | |
|---|---|---|---|---|
| **Total Construction** | | | | **$1,840,000** |
| **Site work** | | | | **$50,000** |
| includes sod , entrance walk and repaving of part of the library parking lot used for staging. Additional parking lot lighting | | | | |
| **Security System** | | | | **$30,000** |
| Upgrade door proximity card reader system. Add cameras | | | | |
| **Demolition** | | | | **$30,000** |
| Exterior walls and roof overhang at junction of new connector | | | | |
| **Furnishings, Fixtures and Equipment** | | | | |
| Work stations for Detectives and Support Services | 18 | $5,000 | $90,000 | |
| New furniture including: Lobby, Crisis rooms, Office desks and chairs, Files, Training and meeting room chairs | | | $160,000 | |
| | | | $250,000 | **$250,000** |
| sub total | | | | **$2,200,000** |
| **Contingencies** | | | | |
| Normal 15% contingency that will drop to 10% at Schematic Design | 15% | | | **$330,000** |
| Special Katrina materials and energy contingency & inflation | 15% | | | **$330,000** |
| **Architectural, engineering and Misc. costs** | 12% | | | **$343,200** |
| Includes estimated design costs for architectural, mechanical, electrical, interior design, construction administration, printing and plotting, soil borings, plan review fees, permits, etc. | | | | |
| **Total Project Costs** | | | | **$3,200,000** |

## Additional Owner Costs

Temporary move costs

Computers & CCTV monitors

Upgrade dispatch equipment. Two new + two old modules

# Appropriations Request Form

## Office of Senator Herb Kohl
## Fiscal Year 2009

### 1. Provide the exact name and location of the potential funding recipient, along with the name, title, address, phone number and e-mail of a contact at the organization. Please also provide additional contacts closely associated with the project who can readily answer questions about your request.

Village of Germantown Police Department, Germantown, Wisconsin

Peter G. Hoell
Chief of Police
P.O. Box 96
Germantown, WI 53022
(262)253-7788
phoell@germantownpolice,org

David Schornack
Village Administrator
P.O. Box 337
Germantown, WI 53022-0337
(262)253-7775
dschornack@village.germantown.wi.us

### 2. Describe the organization's main activities, and whether it is a public, private or non-profit entity.

The Village of Germantown Police Department is a municipal police agency committed to the enforcement of all Federal, State and local laws. We are a public entity that attributes our success to diligent and dedicated employees and their willingness to partner with members of the community to provide excellence in police service.

### 3. Please provide a description of the project goals and their importance to the community. What region(s) or group(s) will be served? Please include additional information that will assist Senator Kohl in articulating the federal significance of the project.

The Village of Germantown Police Department is currently housed in two adjacent unattached buildings. One building is a 8,920 sf single floor structure that houses the departments support services division along with a conference room and a small training facility. This building was previously the community library and was annexed by our department back in 2000. This building was originally built in 1982. The second building is the original police department that was built in 1982. This building is a 14,256 sf single story building with a partial basement. This building houses all of the day-to-day police patrol and administrative operations. In the basement is a space that currently is used as a property storage room but was originally intended to be a shooting range for officer training. Due to the growth of the community and budget constraints by village government we were never able to complete the shooting range project.

When these two buildings were originally constructed the need for heightened security wasn't as much of an issue as it is today. The buildings weren't constructed with bullet resistant glass, closed circuit camera systems, security fencing, or electronic card readers for secure access to non-public areas. In recent years we have been slowly adding some of these security features at the expense of having a modern secure police facility.

Our project goal is to remodel and attach the two buildings. In doing so we intend to install modern security features which would include the above mentioned upgrades. We also intend to complete the indoor shooting range and expand our training facility.

With the completed range and expanded training facility we intend to host regional law enforcement officer training. We will offer our facility up to any area law enforcement agency, State and Federal in Wisconsin and Northern Illinois that wants to do continuing officer in-service education as mandated by the Wisconsin State Training and Standards Bureau or Authority Governing Federal Law Enforcement training. With better trained police officers we will not only make the citizens of Germantown safer and more secure but also the citizens of the communities in Wisconsin and the region that utilize our training facility.

The facility will also be used to conduct our ongoing citizen's police academy in which community members have an opportunity to participate in an eleven week course where they are exposed to various law enforcement topics and areas of interest. After successful completion of the course students will have the opportunity to ride-along with Village of Germantown police officers to experience and witness how the job is performed.

An additional need for the building project is to house our new communications. Washington County government has approved the purchase and secured funding for a county wide radio system. Each agency in the county, Germantown included will receive a new communications center. Our current facility is not large enough to house all of the new equipment. To maintain our NIMS compliance and promote county wide interoperability the Germantown Police Department along with Washington County government recognize the importance of shared communications.

The building attachment and security upgrades are not only for our employees to feel safe and secure in their place of employment, but also for any member of the community that needs a place of refuge in a crisis. We feel that it is important for the citizens of Germantown to know that their police facility can be this point of refuge when the need arises.

## 4. Please provide a projected time frame for the use of the requested Federal funds. How will the outcome or success of the project be measured? For example, consider improvements on health status, educational achievement, environmental quality or job creation. If employment is a primary goal, can you estimate how many jobs will be created?

If awarded the Federal appropriation for FY 2009 our intention would be to begin construction in the fall of 2008 with completion by the fall of 2009.

Success of our project will be measured through the use of pre and post project surveys using a random sampling of community members. In the pre-project survey we will inquire as to the citizens overall sense of security in Germantown along with their views on the effectiveness of the police department. We will also inquire on what the community members would suggest as how to improve the effectiveness and efficiency of the police department. Area law enforcement agencies will be surveyed on what kinds of training they would like to see either hosted or to host themselves at the completed training facility.

Prior to our post-project survey we will educate the community on the proposed building project through the use of open public information forums. Citizens will be informed as to what the project goals are along with the cost of the project.

In the post-project survey citizens will be asked if the completed project met the goals set forth. They will also be asked if they feel a greater sense of security and confidence in the police department because of the increased training of local law enforcement personnel.

## 5. Please provide information on the specific activities that will take place using these Federal funds. If the funding will be used for construction, please provide additional useful details about the facility.

The majority of the project cost will be for construction and needed building upgrades. At the completion of the project the two buildings will be connected and the existing space will be remodeled and upgraded to current standards. The total square footage for the completed project will be 39,486 sf.

The projected cost for the shooting range equipment including installation is $245,000. Estimates for completion of the regional training facility are approximately $500,000.

## 6. Please provide information on the total project cost and the amount of Federal funding requested in FY2009. Include a brief budget for the use of the requested Federal funding and a justification for each major item.

The total project cost as compiled by Zimmerman Architectural Studios dated March 5, 2008 is 6.84 million dollars. Attached is an itemized cost analysis and budget for our project.

## 7. Has the applicant sought or secured competitive Federal grants for this specific project? Has the applicant identified current or future competitive Federal opportunities?

The Village of Germantown Police Department has sought but was unsuccessful in its attempts to secure competitive Federal grants. We have attempted funding, but were found to be ineligible for both Community Development Block Grants for Public Facilities and Rural Development Grants.

## 8. Are state, local, or private funds contributing to this specific project? If so, please provide the source and the approximate level of support. If a match is required by the appropriate appropriations subcommittee, will match funds be available.

The Village of Germantown is willing to provide a 25 percent match to the project, or 1.71 million dollars. We will also continue to pursue federal and state grant funding along with private community donations.

Match funds will be committed to the project from the Village of Germantown.

## 9. Have funds through the Federal appropriations process been previously pursued for this or another project administered by the applicant?

The Village of Germantown Police Department did receive appropriations money with the assistance of Congressman Sensenbrenner's office in FY 2006 in the amount of $150,000 for the purchase of Pupilometer devices. The devices are used to determine if driver's are under the influence of alcohol, drugs or a combination of both. The Pupilometer can also be used to determine if a driver is operating fatigued.

## 10. Has the applicant contacted other members of Congress regarding this request? If so, please specify whom the applicant contacted?

We have contacted Senator Feingold's office and spoke to Jean Bruce regarding potential grant funding.

# OPEN HOUSE

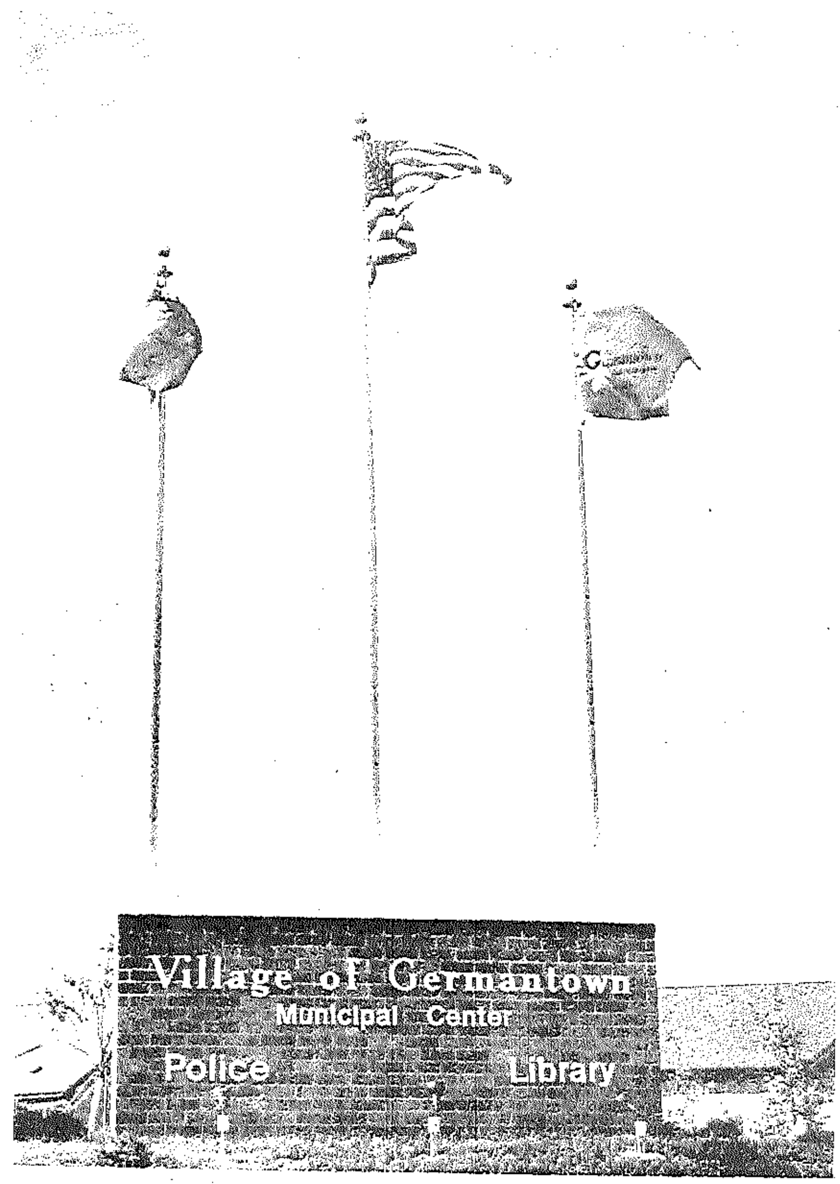
OCTOBER 10, 1982


**GERMANTOWN POLICE DEPARTMENT**

N112 W16877 Mequon Road
Germantown, WI 53022
Police: 251-1710 Fire: 251-2345

# OPEN HOUSE

OCTOBER 10, 1982




**DUERRWAECHTER MEMORIAL LIBRARY**

N112 W16879 Mequon Road
Germantown, WI 53022
251-5730

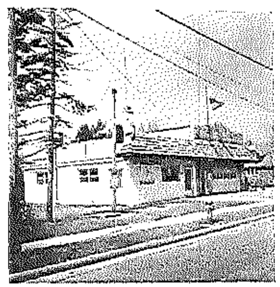
# HISTORY OF THE GERMANTOWN POLICE DEPARTMENT

Prior to 1964, the Village of Germantown comprised approximately one and one half square miles and was located in the Town of Germantown, which is located in the southeast corner of Washington County. Prior to 1964, the City of Milwaukee annexed fifteen acres in the Town of Germantown. Due to the fear of the Milwaukee land grab, village officials and residents decided to incorporate with the Town of Germantown, increasing the village's size to approximately thirty-two square miles, and a population of 5,100. Approximately four square miles remained in the Town of Germantown, in an area that was more commonly known as Rockfield.

Frank Riemer — 1965

In June of 1965, former Detective of Glendale, Frank J. Riemer, was hired as the Chief of Police for the Germantown Police Department. Before the creation of the new department, the community was served by a part-time department. Between August and October 1 of that year, four other individuals were hired as patrolmen; John Andresek, Clyde Dhein, Donald Piotrowski and Arthur Seeger.

The police department began formal operations on October 1, 1965. Employed by the police department at that time was Marilyn Price, who had been employed by the Village of Germantown as a clerk-typist at the Village Hall. Operations of the police department covered two shifts; 8:00 a.m. to 4:00 p.m. and 4:00 p.m. to midnight. After midnight, the police and patrol duties were covered by the Washington County Sheriff's Department. However, officers from the newly formed Germantown Police Department were subject to call.



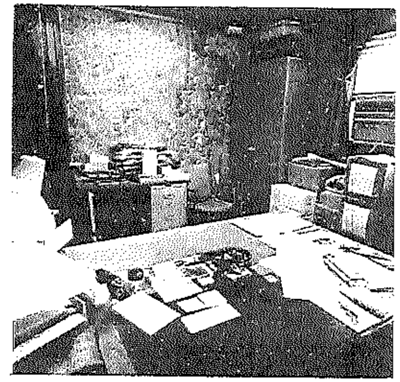
Mrs. Price was responsible for the dispatching and telephone answering at the Germantown Police Department station, which was located at W161 N11629 Church Street. The building had formally been used as the Village Hall.

Sometime during the months of October and/or November of 1965, telephones and radio communication equipment was installed in the home of Dan Price, at W156 N10072 Pilgrim Road. Mr. Price was responsible for all hours after 5:00 p.m. weekdays and also handled three shifts on the weekends. Mr. Price answered the police, rescue squad and fire department calls and dispatched both the police and fire department units. This arrangement continued until March of 1968, when full time dispatchers manned the telephones and radios at the Germantown Police Department.

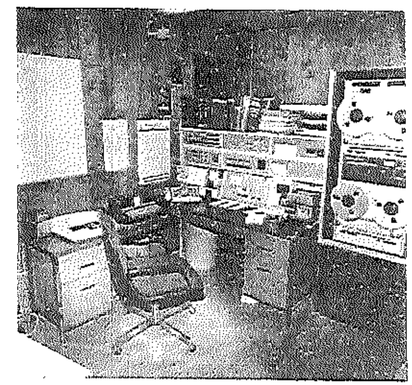
In March of 1967, three additional men were added to the department. The department provided twenty-four hour coverage with the operation of a third shift. At that time the police force consisted of one chief, one detective, three sergeants, seven patrolmen and one policewoman, who also doubled as a dispatcher, three full-time dispatchers and four part-time dispatchers, serving a community of approximately thirty four square miles, with a population of approximately 11,000. Two additional men were authorized to be hired in 1977.

On March 21, 1981, at approximately 12:40 a.m., Ptm. Robert Backes was killed in the line of duty. Officer Backes had observed a vehicle, running on a flat tire, who he stopped, in an attempt to assist the driver. After the vehicle was stopped, the driver, who was intoxicated, engaged in a scuffle with Officer Backes. Both Officer Backes and the driver fell down onto the roadway, and as a result, a passing vehicle struck both of them. Officer Backes was pronounced dead at the scene and the subject died several days later, while at the hospital. Fond memories of Bob will constantly remain with all members of the Germantown Police Department.

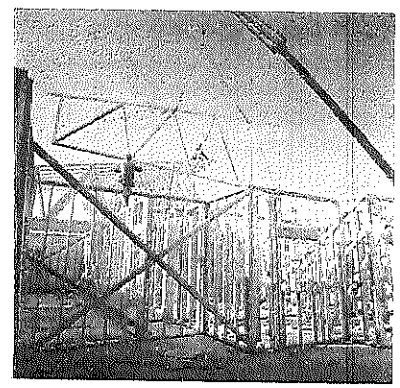
On October 26, 1981, Anita L. Gates was hired by the Germantown Police Department and earned the distinction of becoming the first female patrol officer in the history of the department.



The Chief's Old Office

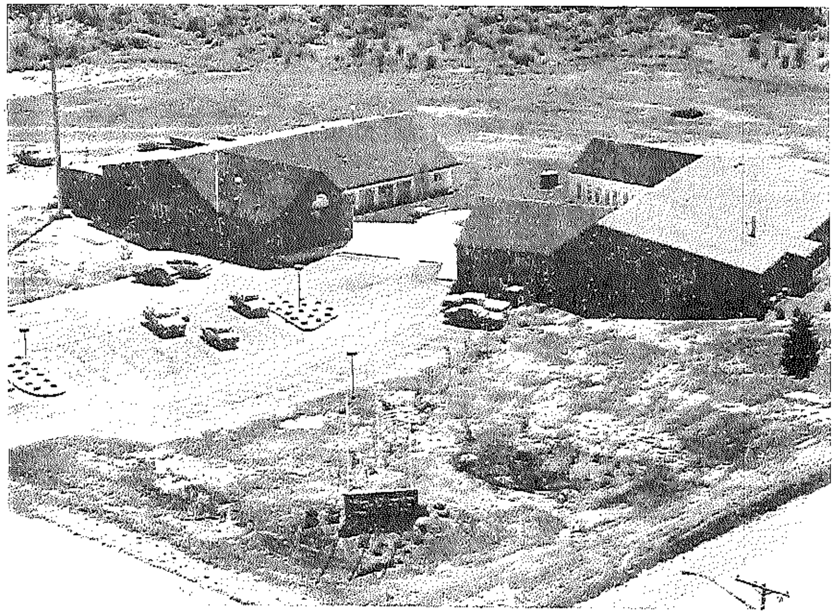


The Old Dispatchers Desk



Holding Up The Cop Shop

New Dispatch Area




**Germantown** ... village on the grow!

N122 W17177 FOND DU LAC AVENUE • P.O. BOX 337 • GERMANTOWN, WISCONSIN 53022

PHONES: 251-1211 • 677-2177

October 10, 1982

Citizens of Germantown:

Welcome to the dedication of your new police building.

This truly is a day of pride for all Germantown residents. It was your approval of the referendum that set the construction of this building into motion. So, you really are a very integral part of today's dedication.

I envision that this new police building will serve us for many years to come. With the projected growth of our Village, we now have room to expand without sacrificing service to the community. This complex is a symbol of our dedication to serve our growing population.

There were many people who played vital roles in the actual construction of this building, and I wish to thank all of them on behalf of the Village. To name all of them would be impossible, but I would like to make special mention of Jerome O'Connor, our Administrator, Frank Riemer, our Police Chief who suffered through many years in cramped quarters, and Joseph Nigbor our Building Inspector. These men were involved with the many day-to-day decisions that made this building a reality. I want to thank them for a job well done. I also want to thank the police department staff, the Building Committee, the Architect, Miller Wagner Coenen, Inc. and the many contractors who cooperated so well to complete this beautiful complex in a timely manner.

I hope you enjoy today's open house and will find this new building a source of community pride for many years.

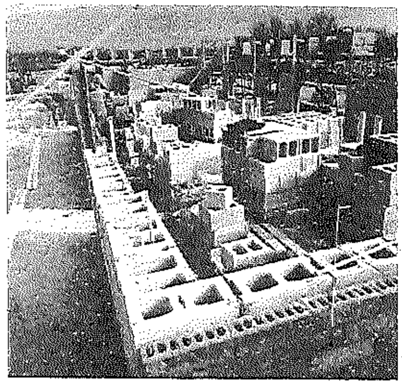
Sincerely yours,

Robert R. Packee

Robert R. Packee
Village President

## VILLAGE BOARD

Robert R. Packee, President
James J. Brzezinski
Allen J. Kazmierczak
Dennis A. Moselle
Arthur D. Optenberg
Marshall D. Paust
Marietta B. Werth
William H. Wetterau
James G. Wilda
Jerome A. O'Connor

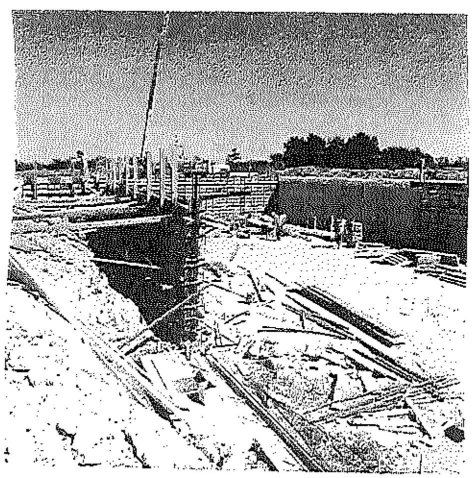


## PUBLIC SAFETY COMMITTEE

Allen J. Kazmierczak
Marietta Werth
William H. Wetterau

## POLICE AND FIRE COMMISSION

Robert A. Armbruster
George H. Hampel, Jr.
Karl C. Kannenberg
Bill H. Klabunde
Dennis J. Wyrobeck



## BUILDING COMMITTEE

Created August 6, 1979

James J. Brzezinski
Michael J. Gelhausen
William E. Josten
Allen J. Kazmierczak
Howard J. Luebke
Elaine R. McKinney
Carl I. Nickel
Frederick L. Obst
Jerome A. O'Connor
Robert R. Packee
Frank J. Riemer
Arthur S. Seeger
William H. Wetterau


**Germantown...village on the grow!**

N122 W17177 FOND DU LAC AVENUE • P.O. BOX 337 • GERMANTOWN, WISCONSIN 53022

PHONES: 251-1211 • 677-2177


October 10, 1982

To The Germantown Community:

During this decade the Village has seen many changes. In 1970 the population was 6975 and today it is estimated at around 11,000. This growth has reflected changing and expanding needs of police service.

The Police Department outgrew the building on Church Street and today we dedicate a new and expanded facility that will serve the community for years to come. The Village has an efficient building, which is adequately equipped at a reasonable cost.

Design concepts were used to give the building a neighborhood character and an interior layout that provides for maximum efficiency in day to day police operations. I think we have what could be a model police station.

I enjoyed working with the Village Board, Building Committee, Police Department officials and citizens of Germantown on this project.

Congratulations to the community for a project well done.

Sincerely yours,

Jo O'Connor

Jerome A. O'Connor
Administrator

MILLER WAGNER COENEN
Architect

CONDURA CONSTRUCTION COMPANY
General Contractor

CONDITIONED AIR DESIGN
Heating & Air Conditioning

CREMER ENGINEERING COMPANY
Telephone

D & B DECORATING
Drapery — Library

JOE DEBELAK PLUMBING COMPANY
Plumbing — Police

DER ELECTRIC
Communications Equipment

DREXEL COMPANY
Carpeting

HILGENDORF ELECTRIC
Electrical — Police

M & M OFFICE FURNITURE
Furniture — Library

PETREY DRAPERY SERVICE
Drapery — Police

STEINER ELECTRIC
Electrical — Library

SUPERIOR PLUMBING COMPANY
Plumbing — Library

TOWER ERECTORS
Communications Tower

TRI COUNTY OFFICE FURNITURE
Furniture — Police

Germantown...village on the grow!
GERMANTOWN, WISCONSIN 53022
PHONE: 251-1710

POLICE DEPARTMENT

FRANK RIEMER
CHIEF

TO THE CITIZENS OF GERMANTOWN

A new era in the proud history of the Germantown Police Department began on July 30, 1982 at 3:15 p.m., when our new police station became operational.

The new facility represents a great step forward for the people of Germantown. It provides your Police Department with the means and ability to serve the county in an efficient and professional manner.

On behalf of all of our staff, I invite you to visit our new building and acquaint yourself with your Police.

Frank Riemer

FRANK RIEMER
Chief of Police
Germantown Police Department

# Germantown Police Department Staff


**Frank Riemer**
*Chief*


**Walter Berg**
*Sergeant*

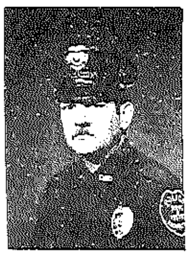

**Arthur Seeger**
*Sergeant*


**George Fitzwilliams**
*Sergeant*


**Ronald Rehorst**
*Sergeant*


**Donald Piotrowski**
*Detective*


**Richard Petri**
*Acting Detective*


**John Culver**
*Patrolman*


**Donald Olander**
*Patrolman*

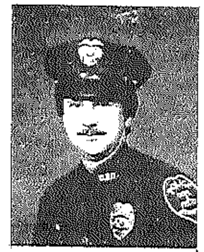

**Michael Eggers**
*Patrolman*

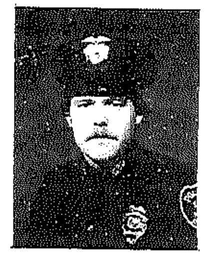

**Daniel Ryan**
*Patrolman*

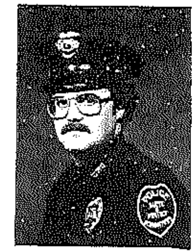

**Jeffrey Smith**
*Patrolman*

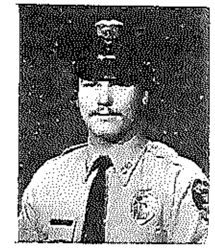

**Anita Gates**
*Patrolwoman*


**Arthur Guse**
*Patrolman*


**William Steitz**
*Patrolman*


**Brian Henning**
*Patrolman*


**Michael Yogerst**
*Patrolman*


**Mark Messer**
*Patrolman*


**Marilyn Price**
*Special Officer*
*Secretary*


**Virginia Elliott**
*Dispatcher*


**Catherine Foy**
*Dispatcher*


**Alice Lorenz**
*Dispatcher*


**Marlene Yogerst**
*Dispatcher*


**Rosemary Hacker**
*Part-time*
*Dispatcher*


**Robert Kaines**
*Part-time*
*Dispatcher*

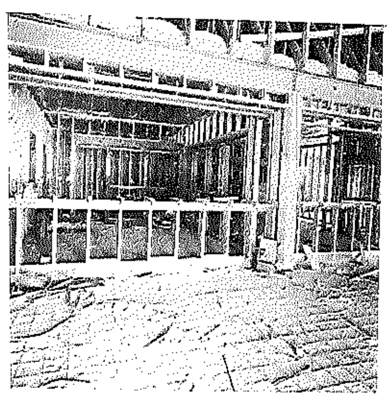

**Jane Pollpeter**
*Part-time*
*Dispatcher*

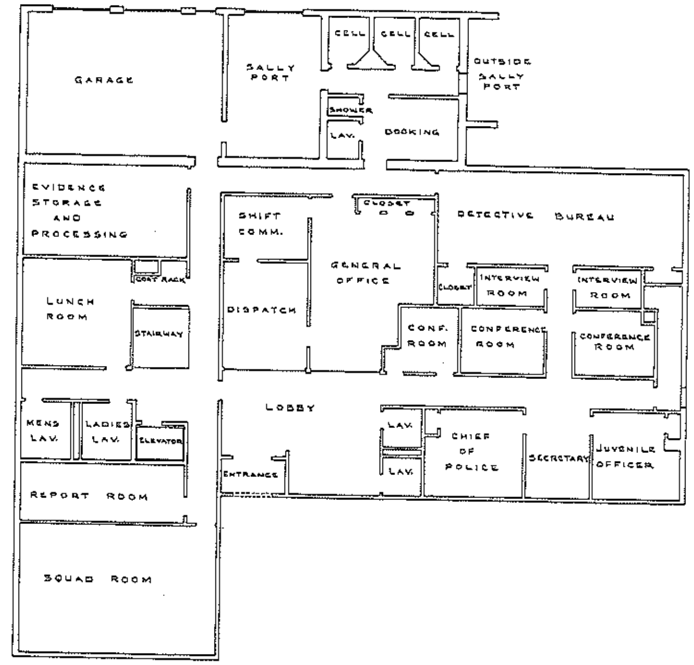

**Jean Pritchard**
*Part-time*
*Dispatcher*

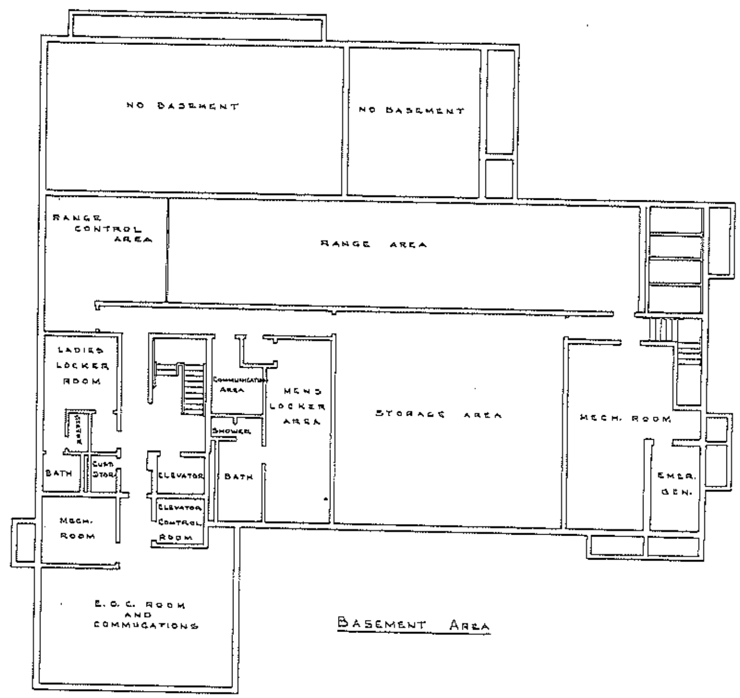

Pouring Rain Didn't Dampen the Spirits at the Ground Breaking Ceremony

Blasting thru
Germantown's
Rocky Terrain

The Beauatiful New
Dispatchers Area
Under Construction






BASEMENT AREA

Village of Germantown
Community Dedication/Open House
Duerrwaechter Memorial Library/Germantown Police Station
October 10, 1982

— PROGRAM —

1:30 - 2:00 P.M. DEDICATION

2:00 - 4:00 P.M. OPEN HOUSE

— Jerome A. O'Connor, Village Administrator
Master of Ceremonies

— Flag Raising Ceremony —
(Corner of Western Avenue & Mequon Road)

— Robert R. Packee, Village President
Dedication Address

— Unveiling of Plaque

— Introduction of Building Committee,
Past Chairman and Trustees

— Frank J. Riemer, Police Chief
"What is it like to have a new Police Station?"

— Michael J. Gelhausen, Librarian
"What does a Library mean to a community?"

**VILLAGE OF GERMANTOWN**
**WASHINGTON COUNTY**

**RESOLUTION NO. 29-2018**

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# AUTHORIZATION TO PROCEED WITH AN AGREEMENT WITH EHLERS TO PROVIDE A FEASIBILITY ANALYSIS OF A TAX INCREMENT DISTRICT

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WHEREAS, the Village of Germantown has been approached for a possible development; and,

WHEREAS, a feasibility analysis is needed to determine if a Tax Increment District is a viable option for development in the Village; and,

NOW, THEREFORE BE IT RESOLVED, that the Village Board of the Village of Germantown, does hereby authorize Ehlers to provide a Feasibility Analysis of a Tax Incremental District in an amount not to exceed $5,700.

Introduced by: Trustee Kaminski

Adopted: April 16, 2018

Vote: Ayes: 6 Nays: 1

Dean M. Wolter, Village President

ATTEST:

Deanna L. Boldrey

Deanna L. Boldrey, WCMC/CMC
Village Clerk

EHLERS
LEADERS IN PUBLIC FINANCE

April 11, 2018

Steve Kreklow, Administrator
Village of Germantown, Wisconsin
N112 W17001 Mequon Rd
PO Box 337
Germantown, WI 53022

Re: Written Municipal Advisor Client Disclosure with the Village of Germantown ("Client") for TID #8 Feasibility & Creation Project Plan 2018 ("Project" Pursuant to MSRB Rule G-42)

Dear Steve:
As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.
3. As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers

Maureen Holsen

Maureen Holsen
Municipal Advisor

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[1] This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

## Appendix A

## Disclosure of Conflicts of Interest/Other Required Information

### Actual/Potential Material Conflicts of Interest
Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

### Other Engagements or Relationships Impairing Ability to Provide Advice
Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

### Affiliated Entities
Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

### Solicitors/Payments Made to Obtain/Retain Client Business
Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

### Payments from Third Parties
Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

### Payments/Fee-splitting Arrangements
Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

### Municipal Advisor Registration
Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

### Material Legal or Disciplinary Events
Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at http://www.sec.gov/edgar/searchedgar/companysearch.html) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

### Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

### MSRB Contact Information

The website address of the MSRB is www.msrb.org. Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

## Appendix B
## Tax Incremental Financing Services

### Scope of Service

Client has requested that Ehlers assist Client with the analysis of the Feasibility of and potential Creation of Tax Increment District Number 8 (“Project”). Ehlers proposes and agrees to provide the following scope of services:

### Phase I – Feasibility Analysis

The purpose of Phase I is to determine whether the Project is a statutorily and economically feasible option to achieve the Client’s objectives. This phase begins upon your authorization of this engagement, and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers will:

- Consult with appropriate Client officials to identify the Client’s objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the “but for” test.
- If the Project includes creation of or addition of territory to a district, identify preliminary boundaries and gather parcel data from Client. Determine compliance with the following statutory requirements as applicable:
    - Equalized Value test.
    - Purpose test (industrial).
- Prepare feasibility analysis report. The report will include the following information, as applicable:
    - Identification of the type or types of districts that may be created.
    - A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed.
    - A summary of the development assumptions used with respect to timing of construction and projected values.
    - Projections of tax increment revenue collections to include annual and cumulative present value calculations.
    - Qualification of the district as a donor or recipient of shared increment, and projected impact of any allocations of shared increment.
    - If debt financing is anticipated, a summary of the sizing, structure and timing of proposed debt issues.
    - A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
    - A draft time table for the Project.
    - Identification of how the creation date may affect the district’s valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.

- When warranted, evaluate and compare options with respect to boundaries, type of district, project costs and development levels.
- Ehlers will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible, and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.

- Present the results of the feasibility analysis to the Client's staff, Plan Commission or governing body.

## Phase II – Project Plan Development and Approval

If the Client elects to proceed following completion of the feasibility analysis, the Project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission[1], governing body, and the Joint Review Board. This phase begins after receiving notification from the Client to proceed, and ends after the Joint Review Board takes action on the Project. As part of Phase II services, Ehlers will:

- Based on the goals and objectives identified in Phase I, prepare a draft Project Plan that includes all statutorily required components.

- We will coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district.

- Submit to the Client an electronic version of the draft Project Plan for initial review and comment.

- Coordinate with Client staff to confirm dates and times for the meetings indicated within the following table. Ehlers will ensure that selected dates meet all statutory timing requirements, and will provide documentation and notices as indicated.

| Meeting | Ehlers Responsibility | Client Responsibility |
|---|---|---|
| Initial Joint Review Board | Prepare Notice of Meeting and transmit to Client's designated paper.<br>Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions.<br>Provide agenda language to Client.<br>Attend meeting to present draft Project Plan. | Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.<br>Prepare meeting minutes.<br>Designate Client Joint Review Board representative.<br>Identify and recommend Public Joint Review Board representative for appointment. |
| Plan Commission Public Hearing | Prepare Notice of Public Hearing and transmit to Client's designated paper. | Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. |
| Plan Commission Public Hearing | Prepare Notice of Public Hearing and transmit to Client's designated paper.<br>Attend hearing to present draft Project Plan. | Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. |
| Plan Commission | Attend meeting to present draft Project Plan.<br>Provide approval resolution for Plan Commission consideration. | Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.<br>Distribute Project Plan & resolution to Plan Commission members in advance of meeting.<br>Prepare meeting minutes. |
| Governing Body Action | Provide agenda language to Client.<br>Attend meeting to present draft Project Plan.<br>Provide approval resolution for governing body consideration. | Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.<br>Provide Project Plan & resolution to governing body members in advance of meeting.<br>Prepare meeting minutes. |
| Joint Review Board Action | Mail meeting notice and copy of final Project Plan to overlapping taxing jurisdictions.<br>Prepare Notice of Meeting and transmit to Client's designated paper.<br>Provide agenda language to Client.<br>Attend meeting to present final Project Plan.<br>Provide approval resolution for Joint Review Board consideration. | Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.<br>Prepare meeting minutes. |

- Throughout the meeting process, provide drafts of the Project Plan and related documents in sufficient quantity for the Client's staff, Plan Commission, governing body and Joint Review Board members.

- Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process.

## Phase III – State Submittal

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue. This phase begins following approval of the district by the Joint Review Board, and ends with the submission of the base year or amendment packet. As part of Phase III services, Ehlers will:

- Assemble and submit to the Department of Revenue the required base year or amendment packet to include a final Project Plan document containing all required elements and information.

- Provide the Client with an electronic copy of the final Project Plan (and up to 15 bound hard copies if desired).

- Provide the municipal Clerk with a complete electronic and/or hard copy transcript of all materials as submitted to the Department of Revenue for certification.

- Act as a liaison between the Client and the Department of Revenue during the certification process in the event any questions or discrepancies arise.

## Compensation

In return for the services set forth in the "Scope of Service," Client agrees to compensate Ehlers as follows:

| | |
|---|---:|
| Phase I | $ 5,700 |
| Phase II | $ 7,300 |
| Phase III | $ 1,500 |
| **Total** | **$ 14,500** |

- Pricing assumes all phases are done concurrently, utilizing same meeting nights. In the event that meetings for simultaneous districts do not occur on the same evening, full fee shall be charged per district.
- Phase I base fee includes up to five financial scenarios. Additional scenarios will be run as needed at a cost of $750/scenario.
- In the event Client determines not to proceed with the Project once a Phase has been authorized, but prior to that Phase's completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

## Payment for Services

*For all compensation due to* Ehlers, Ehlers will invoice Client for the amount due at the completion of each Phase. Our fees include our normal travel, printing, computer services, and mail/delivery charges.

The invoice is due and payable upon receipt by the Client.

## Client Responsibility

The following expenses are not included in our Scope of Services, and are the responsibility of Client to pay directly:

- Services rendered by Client's engineers, planners, surveyors, appraisers, assessors, attorneys, auditors and others that may be called on by Client to provide information related to completion of the Project.
- Preparation of maps necessary for inclusion in the Project Plan.
- Preparation of maps necessary for inclusion in the base year or amendment packet.
- Publication charge for the Notice of Public Hearing and Notices of Joint Review Board meetings.
- Legal opinion advising that Project Plan contains all required elements. (Normally provided by municipal attorney).
- Preparation of District metes & bounds description. (Needed in Phase III for creation of new districts, or amendments that add or subtract territory).
- Department of Revenue filing fee and annual administrative fees. The current Department of Revenue fee structure is:

| **Current Wisconsin Department of Revenue Fee Schedules** | |
|---|---|
| Base Year Packet | $1,000 |
| Amendment Packet with Territory Addition | $1,000 |
| Amendment Packet with Territory Subtraction | $1,000 |
| Base Value Redetermination | $1,000 |
| Amendment Packet | No Charge |
| Annual Administrative Fee | $150 |