

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, July 2, 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: June 18, 2018 Regular Village Board Meeting and June 26, 2018 Special Village Board Meeting.
- B. Accounts payable/payroll
- | | | | |
|----|---------------|------------------|---------------|
| 1. | June 25, 2018 | Accounts Payable | \$ 577,050.41 |
| 2. | June 26, 2018 | Payroll (Hourly) | \$ 260,902.23 |
| 3. | June 29, 2018 | Payroll (Salary) | \$ 87,106.70 |
- C. Operator Licenses: Theron Beauregard, Aaron Castellano, Jennifer Fieldhack, Stephanie Glosser, Marie-Ashley Mendiola, Michelle Michek, Luanna Naputi, Susan Nebel, Javier Ortega, Christopher Reason, Elizabeth Reilly, Jon Rieckhoff, Brenda Schultz, Ashley Smith, Samantha Stroebel, Tyler Vavrik, Annette Vesper, Ciara Wilson.
[Recommended Approval]
Tamara R. Miller [Recommended Denial]

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

- D. Auditing Services Agreement Extension – Baker Tilly.
- E. Senior Center Van Purchase from A & J Mobility in an amount not to exceed \$43,000, \$26,000 from Capital Improvements, balance from van fund.

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

- F. Resolution 53-2018, Contract for 2018 Seal Coating with Fahrner Asphalt in an amount not to Exceed \$270,000.

VIII. UNFINISHED BUSINESS:

- A. Resolution 51-2018, Approving the Project Plan and Establishing the Boundaries for and the Creation of Tax Incremental District No. 8, Village of Germantown, Wisconsin.
- B. Resolution 52-2018, Development Agreement – ZPG Development LLC – TID No. 8.

IX. PUBLIC HEARING:

- A. Rosanne & Daniel Tetzlaff, Property Owners W197 N12525 Prairie Ridge Court. Conditional Use Permit (CUP) to allow the “raising of poultry for family consumption” pursuant to Section 17.14(2)(a) of the Village Zoning Code.

X. NEW BUSINESS:

- A. Conditional Use Permit to allow the “raising of poultry for family consumption”, Rosanne & Daniel Tetzlaff, Property Owners of W197 N12525 Prairie Ridge Court.
- B. Certified Survey Maps (2) for J.W. Speaker Corporation, Agent for Phylmack LLC and Speaker Corporation LLC, Property Owners; N120 W19434 Freistadt Road; (Lot Combination).
- C. Kiwanis of Germantown, Picnic License, Temporary Class “B” Fermented Malt Beverage for Taste of Germantown, July 26, Firemen’s Park, Northside of Gehl’s Performing Arts Pavilion.
- D. New Class “B” Fermented Malt Beverage and “Class C” Wine License for MC Roadhouse LLC, DBA Swingtime, W197 N10340 Appleton Ave, Matthew Roadhouse of W160 N10544 Old Farm Road.
- E. Resolution 40-2018, Employee Policy and Procedure Manual – Amendment to Prohibited Harassment.
- F. Ordinance 13-2018, An Ordinance To Amend Section 1.34 (1) of the Germantown Municipal Code Relating to the Composition of Members of the Library Board.

- G. Resolution 54-2018 Germantown Soccer Club Field Usage Agreement for 2018-2020.
- H. Resolution 55-2018, Contract with Frank Armstrong Enterprises, not to exceed \$18,507, for Spassland Park Tennis Court Project.

XI. 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
June 18, 2018**

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

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

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT: Pres. Wolter thanked everyone for reaching out to him either via phone or email and for coming to the meeting.

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:

John Krause Sr of Germantown Kiwanis reported that there will be a ribbon cutting ceremony of the Gehl Performing Arts Pavilion on June 20th at 5:30 P.M. The Germantown Community Band will begin at 7 P.M. Pres. Wolter thanked the Keller Group for their extra effort of completing the project.

CONSENT AGENDA:

A. Approval of Minutes: June 4, 2018 Regular Village Board Meeting.

B. Accounts payable/payroll

1. June 10, 2018	Accounts Payable	\$577,591.43
2. June 12, 2018	Payroll Hourly	\$232,887.44
3. June 15, 2018	Payroll Salary	\$ 94,955.63

C. Operator's Licenses: Danielle Boppre, Lisa Burgess, Stephanie Marie Cresci, Brandon Dykeman, Denise Eineichner, Bonnie Fitzwilliams, Stephanie Gibicsar, Cynthia Heyman, Jeanine Isaacson, April Kintopp, Christine Konvalinka, Lindsay Kroll, Dawn Hardy-Reith, April Kintopp, Kirk Kussman, Heather Lazar, Michelle McGrath, John Miller, Thomas Moes, Chilstina Monroe, Timothy Mueller, Matthew Roadhouse, Annette Robenhorst, Ashley Satterlee, Donna Schneidervin, Jay Soni, Veronica Strassburg, Randy Strumberger, Tyler Tapp, Madelyn C. Thiessen [Recommended].

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

D. Police Department –Purchase of Replacement Exchange and File Server from Schultz Bernstein in an amount not to exceed \$46,265, which includes hardware, software, setup and install.

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

E. Resolution 45-2018, Contract with Century Landscape for the Tree Replacements in an Amount not to Exceed \$25,000.

F. Resolution 46-2018, Resolution Adopting 2017 Compliance Maintenance Annual Report (CMAR – DNR).

G. Resolution 47-2018, Resolution Authorizing Application to SEWRPC for Sanitary Sewer Service Area Amendment for Wrenwood Subdivision Development.

MOTION (Baum/Myers) to approve Consent Agenda Items A-G. Motion Carried Unanimously.

IX. PUBLIC HEARING:

- A. Towne Realty, Inc. D/B/A, Zilber Property Group, Agent for Brian A. & Kevin J. Kazmierczak, Richard A. and Mary K. Stephan, and Frank E. and Mary J. Wiedmeyer, Property Owners of 224.8 acres South of Rockfield Road, North of Holy Hill Road, West of Goldendale Road and East of Hwy 41/45 (Tax Key: GTNV 073-999, GTNV 073-991, GTNV 074-995, GTNV 074-983, GTNV 074-986, GTNV 991, GTNV 074-984, GTNV 074-993), and William Wetterau, Agent for GGWW LLC, Property Owner of 73.5 acres South of Rockfield Road, North of Holy Hill Road, West of Goldendale Road (Tax Key: GTNV 074-987, GTNV 074-988, GTNV 074-989, GTNV 074-990), and MLG/RMS LTD Partnership, Agent for Andrew Bruce, MLG Capital, Property Owner of 62.5 acres South of Holy Hill Road, North of the WSOR Railroad, West of Goldendale Road and East of Hwy 41/45 (Tax Key: GTNV 181-987, GTNV 182-984); Proposed Amendments to the 2020 Land Use Plan Map to Reclassify the Properties from “Mixed Use” to “Industrial/Office”, and, Expand the 2020 Sanitary Sewer Area (SSA) Boundary to include these and other properties deemed necessary by the Village Board.
- B. Towne Realty, Inc. D/B/A, Zilber Property Group, Agent for Brian A. & Kevin J. Kazmierczak, Richard A. and Mary K. Stephan, and Frank E. and Mary J. Wiedmeyer, Property Owners of 151.3 Acres South of Rockfield Road, North of Holy Hill Road, West of Goldendale Road, East of US41 (Tax Key: GTNV 073-999, GTNV 073-991, GTNV 074-995, GTNV 074-983, GTNV 074-986, GTNV 073-991, GTNV 074-984, GTNV 074-993); Rezoning application to change to zoning of the Properties from the A-1: Agricultural, A-2: Agricultural, Rs-1: Single-Family and Rs-2: Single-Family Districts to the M-1: Limited Industrial District.

Pres. Wolter read the items. Public Hearing Items A and B will be held at the same time.

Planner Retzlaff reviewed the amendments to the 2020 Land Use Plan Map and Zoning Code. This is for the development of the 151.3 acre corporate park located near Holy Hill Road and US 41 with immediate plans to build a 702,000 square foot office warehouse facility with possible future expansion to 852,280 square foot and additional Institutional Quality Industrial Development.

The Land Use Plan amendment is to change 287 acres from Mixed Use to Industrial Office and to expand the 2020 Sanitary Sewer Service Area boundary. The proposed Rezoning includes 151.3 acres plus staff modification to include 73.5 acres. The Sanitary Sewer Service Boundary expansion includes 151.3 acres plus additional area. There have been three additional properties requesting to be added to the Sanitary Sewer Area. The zoning was reviewed. The TID #8 Public Hearing was held last week at Plan Commission. The Village Board will consider TID #8 on June 26. A detailed rendering of the site was shown and will be coming to Plan Commission in July. Staff comments and Plan Commission recommendations were reviewed.

Pres. Wolter read the Public Hearing Notices for both Public Hearings A. and B. and opened the Public Hearings at 7:10 P.M. He explained the public hearing process and that individuals will have to come up front to the podium and state their name and address.

Judy Schultz of Meadow Lark Lane came to the podium. She commented with concerns to private water wells and sewer, rain fall, stormwater management, traffic flow, and repair of Rockfield Road.

Carry Wick of Meadow Lark Lane commented that she agrees with Judy's concerns. She had additional concerns of the timing, the DNR Environmental Studies, and she spoke of damage from the previous blasting project.

Brian Kazmierczak of Widmere Drive, Colgate commented on the difficulty of farming the area and transporting equipment to the area for farming. He spoke of the development opportunities that have come forward. He spoke in favor of the development.

David Herrmann of Robinhood Drive requested that due diligence be done prior to going through.

Bill Wetterau of Goldendale Road gave history of the properties in the Holy Hill area and spoke in favor of the development.

Jeff Hoffman of the Birkey Company spoke in favor of the development.

Chad Novis of the Zilber Property Group thanked everyone for their comments. He commented that the Zilber Property Group is listening thoughtfully to the comments and reassured that no corners are being cut and all regulations and ordinances are being followed.

Katy Kautz of Meadow Lark Lane commented that the project will go forward. She commented concern to respect those that live in the area and they are private home owners.

David Heinen of Woodside Lane commented concern on the road and questioned how far the setbacks would be for the building. He also had concerns of sewer / water and private wells. He spoke of concern if the building would be empty. Pres. Wolter commented it would be up to the Zilber Property Group to rent, lease or manage the building.

Danielle Chernich of Woodside Lane spoke in favor of the development and spoke of concern with water and private wells.

Ed Schuyler of Meadow Lark Lane commented that he would like to see a detailed schedule and commented that there would have to be proper permitting.

Susan White of Goldendale commented that she is not for or against the development. She asked to make it nice and to be a good neighbor and to "save the ducks".

Lorie Becklund of Fawn Court commented she agreed with Susan White and asked to keep the area pretty and to "save the ducks".

Harry Weckwerth of Robinhood Drive questioned why this is industrial only and not residential.

The Public Hearing closed at 8:33 P.M.

- C. Phylmack LLC, Property Owner and Agent for Speaker Properties LLC, W200 N12108 & W200 N12122 Josephine Drive and John A. Wagie, Property Owner, N121 W19996 Dalebrook Drive (Tax Key: GTNV 173-032, GTNV 173-033 & GTNV 173-989); Rezoning application from Rs-3: Single-Family and Rs-4: Single-Family to the M-1/PDD J.W. Speaker Corporation Planned Development District (“Speaker PDD”); and (2) Amendments to the Speaker PDD General Development Plan (GDP) and Conditions and Restrictions adopted under Resolution No. 26-17.

Pres. Wolter read the item. Planner Retzlaff gave background to the amendments. Three parcels combined in December of 2017. There was a shift of building location and the plan was revised. Staff comments and plan commission recommendations were reviewed.

Pres. Wolter read the Public Hearing Notice and opened the Public Hearing at 8:46 P.M. He explained the public hearing process and that individuals will have to come up front to the podium and state their name and address.

No one spoke.

The Public Hearing was closed at 8:46 P.M.

X. NEW BUSINESS:

- A. Kiwanis of Germantown, Picnic License, Temporary Class “B” Fermented Malt Beverage for Fourth of July Celebration July 4, 2018, Firemen’s Park, Near Shelter.

MOTION (Myers/Warren) to approve Kiwanis of Germantown, Picnic License, Temporary Class “B” Fermented Malt Beverage for Fourth of July Celebration July 4, 2018, Firemen’s Park, Near Shelter. **Motion Carried Unanimously.**

- B. Towne Realty, Inc. D/B/A, Zilber Property Group, Agent for Brian A. & Kevin J. Kazmierczak, Richard A. and Mary K. Stephan, and Frank E. and Mary J. Wiedmeyer, Property Owners of 224.8 acres South of Rockfield Road, North of Holy Hill Road, West of Goldendale Road and East of Hwy 41/45, and William Wetterau, Agent for GGWW LLC, Property Owner of 73.5 acres South of Rockfield Road, North of Holy Hill Road, West of Goldendale Road, and and MLG/RMS LTD Partnership, Agent for Andrew Bruce, MLG Capital, Property Owner of 62.5 acres South of Holy Hill Road, North of the WSOR Railroad, West of Goldendale Road and East of Hwy 41/45; Ordinance 14-2018 to Amend the 2020 Land Use Plan Map to Reclassify the Properties from “Mixed Use” to “Industrial/Office”, and, Expand the 2020 Sanitary Sewer Area (SSA) Boundary to include these and other properties deemed necessary by the Village Board.

MOTION (Baum/Kaminski) to approve Ordinance 14-2018 to Amend the 2020 Land Use Plan Map to Reclassify the Properties from “Mixed Use” to “Industrial/Office”, and, Expand the 2020 Sanitary Sewer Area (SSA) Boundary to include these and other properties deemed necessary by the Village Board. Discussion ensued as to the zoning.

Amendment Motion (Zable/Baum) to include the additional properties as shown on the map. There is a cost to include lands in the SSA. Motion carried, Warren opposed. Motion as amended passed, Baum and Zabel opposed.

- C. Towne Realty, Inc. D/B/A, Zilber Property Group, Agent for Brian A. & Kevin J. Kazmierczak, Richard A. and Mary K. Stephan, and Frank E. and Mary J. Wiedmeyer, Property Owners of 151.3 acres South of Rockfield Road, North of Holy Hill Road, West of Goldendale Road, East of US41 (Tax Key: GTNV 073-999, GTNV 073-991, GTNV 074-995, GTNV 074-983, GTNV 074-986, GTNV 073-991, GTNV 074-984, GTNV 074-993); Ordinance 15-2018 to Rezone the Properties from the A-1: Agricultural, A-2: Agricultural, Rs-1: Single-Family and Rs-2: Single-Family Districts to the M-1: Limited Industrial District.

MOTION (Kaminski/Myers) to approve Ordinance 15-2018 to Rezone the Properties from the A-1: Agricultural, A-2: Agricultural, Rs-1: Single-Family and Rs-2: Single-Family Districts to the M-1: Limited Industrial District.

Motion carried, Baum opposed.

- D. Phylmack LLC, Property Owner and Agent for Speaker Properties LLC, W200 N12108 & W200 N12122 Josephine Drive and John A. Wagie, Property Owner, N121 W19996 Dalebrook Drive (Tax Key: GTNV 173-032, GTNV 173-033 & GTNV 173-989); Ordinance 16-2018, to Rezone from Rs-3: Single-Family and Rs-4: Single-Family to the M-1/PDD J.W. Speaker Corporation Planned Development District;

MOTION (Myers/Miller) to approve Ordinance 16-2018, to Rezone from Rs-3: Single-Family and Rs-4: Single-Family to the M-1/PDD J.W. Speaker Corporation Planned Development District.

Motion Carried Unanimously.

- E. Phylmack LLC, Property for Speaker Properties LLC, W200 N12108 & W200 N12122 Josephine Drive & John Wagie, Property Owner, N121 W19996 Dalebrook Drive; Resolution 48-2018, Amending the J.W. Speaker Corporation Planned Development District (PDD) General Development Plan and Conditions and Restrictions adopted under Resolution No. 26-17.

MOTION (Myers/Baum) to approve Resolution 48-2018, Amending the J.W. Speaker Corporation Planned Development District (PDD) General Development Plan and Conditions and Restrictions adopted under Resolution No. 26-17.

Amendment Motion (Zabel/Myers) to Amend item #5 of the conditions, change two year to one year, and change July 1, 2020 to July 1, 2019. Discussion ensued that residents were promised trees and this would give the trees a chance to grow. The proposed resolution was drafted to the Plan Commission recommendations. Jamie Speaker came to the podium and explained that it takes care and time for trees to be installed and this is a significant area. It is a timing issue. **Amendment Motion Failed.**

Original motion carried unanimously.

- F. Award of Contract – 2018 Road Improvement Projects.

MOTION (Zabel/Kaminski) to approve awarding the contract to Payne & Dolan for up to \$1.5 Million. Discussion ensued of the addition of Lovers Lane and Century. There are right-of-way questions involved with the Lovers Lane and Century. **Motion Carried Unanimously.**

G. Resolution 44-2018, Budget Amendment – Adoption of TID #7, 2018 Budget.

MOTION (Zabel/Miller) to approve Resolution 44-2018, Budget Amendment – Adoption of TID #7, 2018 Budget. **Motion Carried Unanimously.**

ADJOURNMENT: There being no further business, meeting adjourned at 10:04 p.m.

Deanna L. Boldrey
Deanna L. Boldrey, WCMC/CMC
Village Clerk

DRAFT

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
June 26, 2018**

CALL TO ORDER: The meeting was called to order at 6:00 p.m. by Clerk Boldrey.

ROLL CALL: Present: President Wolter (6:20 P.M.), Trustees Baum, Hughes, Kaminski, Miller, Myers (6:30 P.M.), Warren, Wing, Zabel. Also present: Administrator Kreklow, Clerk Boldrey, and Attorney Sajdak.

Motion (Kaminski/Zabel) to appoint Trustee Warren as Pro Tem Chair of the meeting. Trustee Warren will Chair the meeting until Pres. Wolter arrives. Motion carried unanimously.

- A. Resolution 50-2018, Resolution Authorizing Application to SEWRPC for Sanitary Sewer Service Area Amendment as Approved by Village Board Ordinance 14-2018.

Motion (Zabel/Kaminski) to approve Resolution 50-2018, Resolution Authorizing Application to SEWRPC for Sanitary Sewer Service Area Amendment as Approved by Village Board Ordinance 14-2018. Motion carried unanimously.

- B. Resolution 51-2018, Approving the Project Plan and Establishing the Boundaries for and the Creation of Tax Incremental District No. 8, Village of Germantown, Wisconsin.

Administrator Kreklow commented that there are a number of presentations for the board for TID#8. The recommendation from staff is to not take action on the resolution this evening and post pone action to July 2nd.

Motion (Baum/Zabel) to postpone action on Resolution 51-2018 until 7/2/2018. Attorney Sajdak recommended to vote against the motion and then postpone after discussion. Motion failed.

Phil Cosson of Ehlers & Associates presented detail on TID #8. The project plan and boundary were reviewed. This TID is an industrial with a maximum twenty year life. The TID is 224.8 acres with 151.3 by the Zilber Property Group. The initial development is 80 acres. There are phased infrastructure costs to minimize financial risk. Discussion ensued of the speed of the project and jobs. Discussion also ensued of the loan with the County with comparison to the Village borrowing on their own. Phil Cosson commented that borrowing with the County allows them to have skin in the game. Discussion ensued of the calculations for the water items such as a well and water tower and the search for another well.

Chad Novis of Zilber Property Group came to the podium. He had additional renderings of the proposed buildings.

Rick Carpenter of Briggs & Stratton presented slide presentation of the company showing the history and products of the company. This facility will be a distribution center consolidated from other distribution warehouses. He spoke of their Community Involvement. Briggs & Stratton celebrates their 110 birthday this year. The timing of the development is due to their seasonal business needs.

Bill Harlow of Briggs & Stratton commented on their daily operations. Approximately 40 trucks per day. Normal work day is 6 a.m. to midnight, two shifts. There is a possibility of Saturday work during the busy times. Trucks could be idling and waiting for the first shift.

Motion (Zabel/Baum) to postpone action on until 7/2/2018 on Resolution 51-2018, Approving the Project Plan and Establishing the Boundaries for and the Creation of Tax Incremental District No. 8, Village of Germantown, Wisconsin. Motion carried unanimously.

- C. Discussion of Development Agreement Related to the Holy Hill Project. **Motion (Baum/Myers) to convene into closed session at 7:06 p.m. 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. The Village Board, Administrator Kreklow, Attorney Sajdak, Plan Director Retzlaff, and Public Works Director Ratayczak. Roll Call Vote Carried.**

ADJOURNMENT: There being no further business, meeting adjourned at 8:30 p.m.

Deanna L. Boldrey

Deanna L. Boldrey, WCMC/CMC
Village Clerk

**BUSINESS OF THE VILLAGE OF GERMANTOWN
GENERAL GOVERNMENT & FINANCE COMMITTEE**

MEETING DATE: June 18, 2018 GGF
July 2, 2018, Village Board

PLACEMENT New Business

ITEM TITLE: Auditing Services Agreement Extension

SUBMITTED BY: Kim Rath, Finance Director

SUMMARY EXPLANATION:

The 2017 audit completes the current agreement the Village has with Baker Tilly Virchow Krause. The agreement covered 2014 through 2017 Village-wide and Utilities audit and financial report assistance. Current policy allows for an additional two-year extension. Finance is asking the committee and board to consider a three-year extension to Baker Tilly, covering 2018 – 2020.

Factors:

Possibility of the retirement of Finance Director within the next two years, before 2021.
TIF No. 4 pending closure in 2019
Water Rate increase study late 2018 - early 2019
Water Impact Fee Update – new utility extensions in TID 7 & 8
Creations of TIF #'s 7 & 8, and the growth that may come with them
Possible Construction of a new well and tower

Baker Tilly has been the auditing firm of the Village for more than 25 years. An RFP for auditing services is normally done every four years, Baker Tilly has been awarded the contract for all of these. With the large amount of activity taking place in the next couple of years having the continuity, history and expertise of Baker Tilly, especially to new Finance Department personnel would be extremely helpful.

Included is a three-year proposal from Baker Tilly. Auditing year 2018 is the same cost as 2017, 2019 and 2020 have a minimal increase of \$800.00 each.

ATTACHMENT: ORDINANCE ____ RESOLUTION ____ OTHER _

RECOMMENDATION:

ACTION BY Committee **3/0 Approval**



Baker Tilly Virchow Krause, LLP
Ten Terrace Ct, PO Box 7398
Madison, WI 53707-7398
tel 608 249 6622
fax 608 249 8532
bakertilly.com

June 26, 2018

Ms. Kim Rath, Finance Director
Village of Germantown
N112 W17001 Mequon Road
P.O. Box 337
Germantown, WI 53022

Dear Ms. Rath:

Thank you for using Baker Tilly Virchow Krause, LLP ("Baker Tilly" or "we" or "our") as your auditors.

The purpose of this letter (the "Engagement Letter") is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the Village of Germantown ("you" or "your").

Services and Related Report

We will audit the basic financial statements of the Village of Germantown as of and for the year ended December 31, 2018, 2019, and 2020, and the related notes to the financial statements. Upon completion of our audit, we will provide the Village of Germantown with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the Village of Germantown, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

Combining and Individual Fund Financial Statements

Ms. Kim Rath
Village of Germantown

June 26, 2018
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Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis, to supplement the Village of Germantown's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village of Germantown's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

Management's Discussion and Analysis
Budget Comparison Schedules
Pension - related schedules

We will read the following other information accompanying the financial statements to identify any material inconsistencies with the audited financial statements; however, the other information will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information:

Transmittal Letter
Statistical Schedules

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and the audit committee or equivalent group charged with governance of their responsibilities.

The audit will include obtaining an understanding of the Village of Germantown and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and the audit committee or equivalent group charged with governance internal control matters that are required to be communicated under professional standards.

Ms. Kim Rath
Village of Germantown

June 26, 2018
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We will design our audit to obtain reasonable, but not absolute, assurance of detecting errors or fraud that would have a material effect on the financial statements as well as other illegal acts having a direct and material effect on financial statement amounts. An audit is not designed to detect error or fraud that is immaterial to the financial statements. Our audit will not include a detailed audit of transactions, such as would be necessary to disclose errors or fraud that did not cause a material misstatement of the financial statements. It is important to recognize that there are inherent limitations in the auditing process. Audits are based on the concept of selective testing of the data underlying the financial statements, which involves judgment regarding the areas to be tested and the nature, timing, extent and results of the tests to be performed. Our audit is not a guarantee of the accuracy of the financial statements and, therefore, is subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial statement impact, if they exist, may not be detected. Because of the characteristics of fraud, particularly those involving concealment through collusion, falsified documentation and management's ability to override controls, an audit designed and executed in accordance with GAAS may not detect a material fraud. Further, while effective internal control reduces the likelihood that errors, fraud or other illegal acts will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot ensure that errors, fraud or other illegal acts, if present, will be detected. However, we will communicate to you, as appropriate, any such matters that we identify during our audit.

We are also responsible for determining that the audit committee or equivalent group charged with governance is informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that the audit committee or equivalent group charged with governance receives copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

The Village of Germantown's management is responsible for the financial statements referred to above. In this regard, management is responsible for establishing policies and procedures that pertain to the maintenance of adequate accounting records and effective internal controls over financial reporting, the selection and application of accounting principles, the authorization of receipts and disbursements, the safeguarding of assets, the proper recording of transactions in the accounting records, and for reporting financial information in conformity with accounting principles generally accepted in the United States of America ("GAAP").

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Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us in the management representation letter (i) about all known or suspected fraud affecting the Village of Germantown involving: (a) management, (b) employees who have significant roles in internal control over financial reporting, and (c) others where the fraud or illegal acts could have a material effect on the financial statements; and (ii) of its knowledge of any allegations of fraud or suspected fraud affecting the Village of Germantown received in communications from employees, former employees, analysts, grantors, regulators, or others.

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the Village of Germantown complies with the laws and regulations applicable to its activities.

As part of management's responsibility for the financial statements and the effectiveness of its system of internal control over financial reporting, management is responsible for making available to us, on a timely basis, all of your original accounting records and related information and for the completeness and accuracy of that information and your personnel to whom we may direct inquiries. As required by GAAS, we will make specific inquiries of management and others about the representations embodied in the financial statements and the effectiveness of internal control over financial reporting. GAAS also requires that we obtain written representations covering audited financial statements from certain members of management. The results of our audit tests, the responses to our inquiries, and the written representations, comprise the evidential matter we intend to rely upon in forming our opinion on the financial statements.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the "Act"). Baker Tilly is not recommending an action to the Village of Germantown; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as non-audit services.

Nonattest services that we will be providing are as follows:

- > Adjusting journal entries and financial statement preparation
- > Utility rate studies

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Page 5

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

In addition to the audit services discussed above, we will compile the annual Financial Report Form to the Wisconsin Department of Revenue and the Public Service Commission Annual Report. See Addendums A and B attached, which are an integral part of this Engagement Letter.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the Village of Germantown must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly Virchow Krause, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly Virchow Krause, LLP, has also not performed any procedures relating to this official statement."

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With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation, or professional standards to make certain documentation available to regulators, the Village of Germantown hereby authorizes us to do so.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the Village of Germantown's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the Village of Germantown is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

Year	Village	Utilities	Totals
2018	\$ 27,100	\$ 11,600	\$ 38,700
2019	27,650	11,850	39,500
2020	28,200	12,100	40,300

Please refer to Addendum C for hourly rates for additional services. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5% per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision, and billing arrangements we use in connection with these professionals.

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Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these service providers, but are committed to maintaining the confidentiality and security of your information.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the Village of Germantown, unless otherwise prohibited. In the event we are requested by the Village of Germantown or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the Village of Germantown, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the Village of Germantown, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course be happy to provide the Village of Germantown with any other services you may find necessary or desirable.

Legal Terms

In no event shall either party be liable for any punitive damages arising out of or related to this Engagement Letter, even if the other party has been advised of the possibility of such damages.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

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If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Release

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, Village of Germantown personnel or agents, that is not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

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Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Baker Tilly Virchow Krause, LLP represents as follows: Baker Tilly Virchow Krause, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Virchow Krause, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Virchow Krause, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter constitutes the entire agreement between the Village of Germantown and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the Village of Germantown's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

Ms. Kim Rath
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If there are any questions regarding this Engagement Letter, please contact Amanda Blomberg at 608 240 2386. Amanda will be the firm director on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards.

Sincerely,

BAKER TILLY VIRCHOW KRAUSE, LLP

Baker Tilly Virchow Krause, LLP

Enclosures

The services and terms as set forth in the Engagement Letter are agreed to by:

Official's Name

Official's Signature

Title

Date

ADDENDUM A

We will perform the following services:

1. We will compile, from information you provide, the annual Financial Report Form to the Wisconsin Department of Revenue, for the year ended December 31, 2018. Upon completion of the compilation of the annual Financial Report Form, we will provide you with our accountants' compilation report. If for any reason caused by or relating to affairs or management of the Village of Germantown, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the annual Financial Report Form to you as a result of this engagement.

Our report on the annual Financial Report Form of the Village of Germantown is presently expected to read as follows:

Management is responsible for the 2018 Financial Report Form C for the year ended December 31, 2018 included in the accompanying prescribed form. We have performed a compilation engagement in accordance with *Statements on Standards for Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the 2018 financial report form C included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the 2018 Financial Report form C included in the prescribed form.

The Financial Report Form C included in the accompanying prescribed form is presented in accordance with the requirements of the Wisconsin Department of Revenue, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Wisconsin Department of Revenue and is not intended to be and should not be used by anyone other than this specified party.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with GAAP.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this Engagement Letter.

Management's Responsibilities

The Village of Germantown's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the Financial Report Form C included in the form prescribed by the Wisconsin Department of Revenue, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the Financial Report Form C, (iii) preventing and detecting fraud, (iv) identifying and ensuring that you comply with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that you comply with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making your personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.

ADDENDUM B

We will perform the following services:

2. We will compile, from information you provide, the Public Service Commission Annual Report, including the balance sheets of the utility name, an enterprise fund of the Village of Germantown, as of December 31, 2018 and 2017, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2018. Upon completion of the Public Service Commission Annual Report, we will provide you with our accountants' compilation report. If for any reason caused by or relating to affairs or management of the Village of Germantown, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the Public Service Commission Annual Report to you as a result of this engagement.

Our report on the Public Service Commission Annual Report of the Village of Germantown is presently expected to read as follows:

Management is responsible for the balance sheets of the utility name, an enterprise fund of the Village of Germantown, as of December 31, 2018 and 2017, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2018 included in the accompany prescribed form. We have performed a compilation engagement in accordance with *Statements on Standards of Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements included in the prescribed form.

These financial statements included in the accompanying prescribed form are presented in accordance with the requirements of the Public Service Commission of Wisconsin, and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Public Service Commission of Wisconsin and is not intended to be and should not be used by anyone other than this specified party.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with GAAP.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this Engagement Letter.

Management's Responsibilities

The Village of Germantown's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the financial statements included in the form prescribed by the Public Service Commission of Wisconsin, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements, (iii) preventing and detecting fraud, (iv) identifying and ensuring that you comply with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that you comply with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making your personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.

ADDENDUM C

Additional services may be provided to the Village of Germantown upon request by the village, such as TIF audits and rate studies. These services will generally be billed at our standard hourly rates at the time the services are provided. Current hourly rates are as follows:

Partner	\$	370
Director		300
Manager		200
Senior		150
Accountant		125

**BUSINESS OF THE VILLAGE OF GERMANTOWN
GENERAL GOVERNMENT & FINANCE COMMITTEE**

MEETING DATE: June 18, 2018 GGF
July 2, 2018, Village Board

PLACEMENT New Business

ITEM TITLE: Auditing Services Agreement Extension

SUBMITTED BY: Kim Rath, Finance Director

SUMMARY EXPLANATION:

The 2017 audit completes the current agreement the Village has with Baker Tilly Virchow Krause. The agreement covered 2014 through 2017 Village-wide and Utilities audit and financial report assistance. Current policy allows for an additional two-year extension. Finance is asking the committee and board to consider a three-year extension to Baker Tilly, covering 2018 – 2020.

Factors:

Possibility of the retirement of Finance Director within the next two years, before 2021.
TIF No. 4 pending closure in 2019
Water Rate increase study late 2018 - early 2019
Water Impact Fee Update – new utility extensions in TID 7 & 8
Creations of TIF #'s 7 & 8, and the growth that may come with them
Possible Construction of a new well and tower

Baker Tilly has been the auditing firm of the Village for more than 25 years. An RFP for auditing services is normally done every four years, Baker Tilly has been awarded the contract for all of these. With the large amount of activity taking place in the next couple of years having the continuity, history and expertise of Baker Tilly, especially to new Finance Department personnel would be extremely helpful.

Included is a three-year proposal from Baker Tilly. Auditing year 2018 is the same cost as 2017, 2019 and 2020 have a minimal increase of \$800.00 each.

ATTACHMENT: ORDINANCE ____ RESOLUTION ____ OTHER _

RECOMMENDATION:

ACTION BY Committee 3/0 Approval

**GENERAL GOVERNMENT & FINANCE COMMITTEE
GERMANTOWN, WI**

MEETING DATE: June 18, 2018

AGENDA ITEM: New Business

ITEM TITLE: Senior Center Van Purchase – Review & Recommendation

SUBMITTED BY: Mark Schroeder, Park & Recreation Director

SUMMARY EXPLANATION:

Monies were included in the 2018 CIP Budget to replace the 2007 Dodge Grand Caravan passenger van. This van is used on a year-round basis for the Senior Transportation Program. Volunteer drivers transport Seniors from their home to various destinations around the area, with Seniors paying a nominal fee for rides within the 20-mile service radius.

When preparing the 2018 budget, staff and the Senior Advisory Committee (SAC) were recommending a Para Transit 8-passenger van with a budget of \$55,000 (\$26,000 borrowed and \$29,000 from the Senior Van Replacement Fund). Following further research and discussion with the SAC, a decision was made to instead go with another passenger van.

On May 8th, staff sent a Request for Bid Proposals to three companies; A & J Mobility, Mobility Works, and Atlas Bus for a 2018 Dodge Grand Caravan BraunAbility Entervan XT ADA Conversion. Bid proposals were due May 30th with proposals received from A & J Mobility \$43,000 and Mobility Works \$43,045.

Attached is information on the 2018 Dodge Grand Caravan BraunAbility Van with side-entry and including power ramp, door and kneeling.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

RECOMMENDATION:

Staff is recommending to the General Government & Finance Committee to send forth a positive recommendation to the Village Board to approve the purchase of a 2018 Dodge Grand Caravan BraunAbility Entervan XT ADA Conversion from A & J Mobility in the amount of \$43,000. Monies to come from the 2018 CIP Budget Account #40-554-570-8520 which includes monies from the Senior Van Replacement Fund. The current balance in the Senior Van Replacement Fund is \$30,279.

Commercial Side-Entry

Dodge



BraunAbility applies our extensive personal mobility product experience to the Commercial market with the Commercial Side-Entry conversion. If you want a wheelchair accessible vehicle that's functional, practical, safe, and reliable, while retaining its style, comfort, and convenience, this is the right vehicle for your fleet.

Safety has always been a top priority at BraunAbility. The Dodge Commercial Side-Entry conversion has been crash tested and certified to meet or exceed all applicable requirements of the Federal Motor Vehicle Safety Standards (FMVSS).

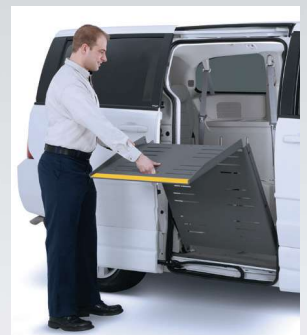
Manual Door

The Commercial Side-Entry conversion features an ADA compliant manual driver and passenger sliding door with 56-1/4" vertical opening.



Manual Ramp

The 30" wide aluminum foldout ramp makes it easy to load and unload wheelchair users. The ramp swing-out feature allows for easy ambulatory access to the vehicle.



Commercial Vehicles



BraunAbility®

Life is a Moving Experience™

Commercial Side-Entry

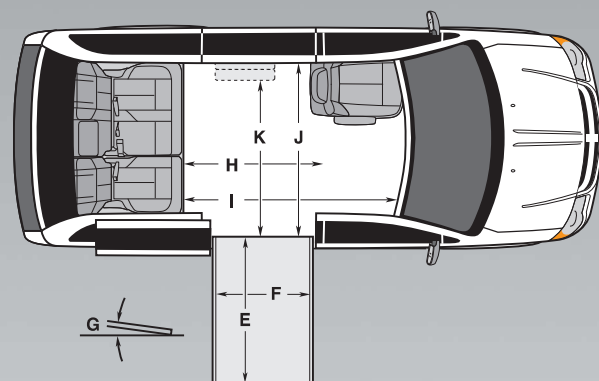
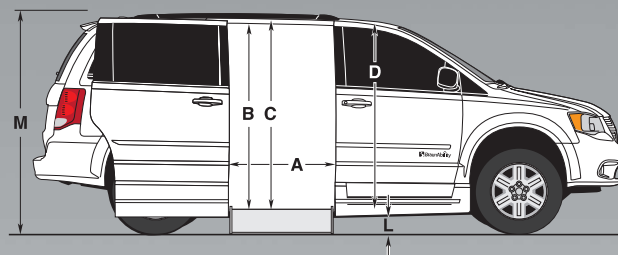
Dodge

Standard Features

- FTA Buy America Compliant
- ADA, FMVSS and CMVSS Compliant
- Meets/exceeds Altoona test requirements
- CARB approved
- 6-passenger vehicle (with optional aftermarket 2nd row 2-passenger folding bench seat)
- Lowered floor from firewall to rear axle
- 61" floor-to-ceiling at center of van*
- Manual swing ramp providing 30" usable width
- Multiple wheelchair securement locations
- One belt system for wheelchair securement
- Manual driver and passenger side sliding door providing 56-1/4" vertical opening (ADA compliant), passenger door provides 31-1/2" in width
- Step-and-Roll front seats
- 3-passenger bench seat at rear with folding footrest
- Front passenger floor tracks for wheelchair securement, with 60" floor-to-ceiling height
- Stylized lower body panels with integrated steps
- Vinyl flooring with 3/8" marine grade plywood underlayment
- ADA-compliant interlock
- ADA-compliant ramp and door entrance lighting
- Priority seat decal
- Wheelchair securement location decals
- Auxiliary wiring harnesses include fused circuits
- Emergency rear hatch release
- Easy maintenance interior trim package
- 20 gallon OEM fuel tank

Options

- Aftermarket 2nd row 2-passenger folding bench seat
- DOT kit
- Additional set of tie-down straps



2008+

A	Door Opening Usable Width (Slide Door)	31-1/2
B	Door Opening Usable Height (Slide Door)	56-1/4
C	Interior Height at Center of Van*	61
D	Interior Height at Driver and Passenger Position*	60
E	Ramp Length	52
F	Ramp Width (Usable Clear Opening)	30
G	Ramp Angle (Unloaded)	12.5°
H	Interior Floor Length (Behind Front Seats)	57
I	Overall Interior Floor Length (Flat Area)	87-1/2
J	Interior Width at B-Pillars	62
K	Width - Ramp to Optional 2-Pass. Seat (Folded)	49-3/4
L	¹ Ground Clearance (Unloaded) - ² Loaded @ 1200 lbs	¹ 6-1/4 ² 5
M	Overall Vehicle Height (Unloaded)	74

Due to manufacturing tolerances both with the OEM vehicle and the conversion components, all dimensions may vary slightly from those shown.

* Deduct 3" off of Interior Height for Applications with Overhead DVD/Rear Heat & AC/Rail System



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**VILLAGE OF GERMANTOWN
GENERAL GOVERNMENT & FINANCE COMMITTEE
MEETING MINUTES
June 18, 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 (excused and arrived at 6:03 p.m.). Also present: Administrator Kreklow, Clerk Boldrey, and Finance Director Rath.

APPROVAL OF MINUTES: May 21, 2018 – **MOTION (Kaminski/Miller) to approve. Motion carried unanimously.**

PUBLIC COMMENT: No public comment.

NEW BUSINESS:

- A. Resolution 40-2018, Employee Policy and Procedure Manual – Amendment to Prohibited Harassment. Deputy Clerk Tucker introduced the item. She worked with the Attorney Guyla on the policy. This is expanded from what we had on file. Kaminski questioned how to handle improper charges. There is a definition of what is harassment and what is not harassment. It was noted to have the insurance take a look at the policy. **MOTION (Kaminski/Miller) to recommend approval of Resolution 40-2018, Employee Policy and Procedure Manual – Amendment to Prohibited Harassment. Motion carried unanimously. Do not place on Consent Agenda.**
- B. Resolution 44-2018, Budget Amendment – Adoption of TID #7, 2018 Budget. **Motion by (Miller/Kaminski) to recommend approval of Resolution 44-2018, Budget Amendment – Adoption of TID #7, 2018 Budget. Motion carried unanimously.**
- C. Auditing Services Agreement Extension – Baker Tilly. Director Rath introduced the item. The current contract expires with the 2017 audit. The policy states that the Village can extend a contract for two years. This would be an RFP process. The last RFP was for 2014. **Motion by (Kaminski/Miller) to recommend three year extension with Baker Tilly. Motion carried unanimously.**
- D. Ordinance 13-2018, An Ordinance To Amend Section 1.34 (1) of the Germantown Municipal Code Relating to the Composition of Members of the Library Board. The change was brought up by the Library Director and will allow the ordinance match the state statute. This will allow a representative from the school district. Zabel questioned if the Village has to follow the State Statute. **Motion by (Miller/Kaminski) to recommend Ordinance 13-2018, An Ordinance To Amend Section 1.34 (1) of the Germantown Municipal Code Relating to the Composition of Members of the Library Board. Motion carried, Zabel voted no.**
- E. Senior Center Van Purchase. **Park and Recreation Director Schroeder gave introduction information. Motion by (Miller/Kaminski) to recommend approval of Senior Center Van Purchase from A & J Mobility in the amount of \$43,000, using the capital improvement borrowed funds of \$26,000 and the balance from the van fund. Motion carried unanimously.**

- F. Kiwanis of Germantown, Picnic License, Temporary Class “B” Fermented Malt Beverage for Fourth of July Celebration July 4, 2018, Firemen’s Park, Near Shelter.
(Kaminski/Miller) to recommend approval of Kiwanis of Germantown, Picnic License, Temporary Class “B” Fermented Malt Beverage for Fourth of July Celebration July 4, 2018, Firemen’s Park, Near Shelter. **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.
 2. Health and Dental Plans: Director Rath reviewed the reports. Both look fine.
 3. TIF 6 Summary: TIF 6 is operating in the red and will draw from the MLG Sales fund for the debt service. May need to take a small loan from the General Fund.
- 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:** No Report.
1. Building Inspection Department.
 2. Planning Department.
- E. **C.I.P. PROJECTS:** The reports were reviewed. The Police Department garage is in the bid process.
- F. **Letter of Credit Summaries:** The Saxony letter of credit to be reviewed. Saxony is near completion.
1. Building Inspection Department – Reviewed.
 2. Public Works Department– Reviewed.
 3. Planning Department – None.
- G. **Summary of all Village Contracts:** Contracts were reviewed and no changes from last month.

SCHEDULE NEXT MEETING: The next meeting will be on July 16, 2018 at 6 pm.

ADJOURNMENT: Chairman Zabel adjourned meeting at 6:32 p.m.

Respectfully Submitted,

Deanna L. Boldrey
Village Clerk

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 53-2018

**CONTRACT FOR 2018 SEAL COATING WITH FAHRNER ASPHALT IN AN
AMOUNT NOT TO EXCEED \$270,000**

WHEREAS, the Public Works Committee met on May 9, 2018 and authorized staff to prepare bid documents to Micro Surface & Flex Patch various street locations as provided to the Public Works Committee; and,

WHEREAS, Staff advertised the project and reached out to contractors that had bid similar projects in the past; and,

WHEREAS, Fahrner Asphalt returned a bid totaling \$242,560; and,

WHEREAS, Staff recommends Fahrner Asphalt for the 2018 Seal Coat Project in an amount not to exceed \$270,000. That is slightly more than 10% contingency; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve of Contracting with Fahrner Asphalt in an amount not to exceed \$270,000 for the purposes of Micro Surface & Flex Patching of various street locations as presented by staff as part of the 2018 Seal Coating Program.

Introduced by: _____

Adopted: July 2, 2018

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 July 2nd, 2018

AGENDA ITEM: New Business

ITEM TITLE: 2018 Seal Coating Contract

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

The 2018 sealcoat project includes approximately 80,000 square yards of Micro Surfacing and flex patching of 160 longitudinal cracks. The streets to be sealed include **Maple Rd;** 145 to Freistadt, **Pilgrim Rd;** Freistadt to 145, and Mequon to County Line, and **Williams Drive;** Pilgrim to Crusader. Staff advertised this project and reached out to contractors that had bid similar projects in the past. The 2018 budget line item for this work and other asphalt work is approximately \$482,000. Below is a breakdown of the bid submitted:

Fahrner Asphalt:	Micro Surface Unit Price \$2.68 sq.yrd	\$214,400
	Flex Patch Unit Price \$176 per joint	\$ 28,160
	TOTAL	\$242,560

The 2018 pricing increased approximately 11% from 2017. The 2018 project has much more traffic control which is a major reason for the increase.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends Fahrner Asphalt for the 2018 Seal coat project in the amount not to exceed \$270,000. That is slightly more than a 10% contingency. If approved funds shall be allocated from Highway Line Item 10-542-530-3505.

BOARD ACTION:

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

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 51-2018

**RESOLUTION APPROVING THE PROJECT PLAN AND ESTABLISHING THE
BOUNDARIES FOR AND THE CREATION OF
TAX INCREMENTAL DISTRICT NO. 8,
VILLAGE OF GERMANTOWN, WISCONSIN**

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

WHEREAS, Tax Incremental District No. 8 (the "District") is proposed to be created by the Village as an industrial district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

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

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

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

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 11, 2018 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

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

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

1. The boundaries of the District that shall be named "Tax Incremental District No. 8, Village of Germantown", are hereby established as specified in Exhibit A of this Resolution.
2. The District is created effective as of January 1, 2018.
3. The Village Board finds and declares that:
 - (a) Not less than 50% by area of the real property within the District is suitable for industrial sites within the meaning of Wisconsin Statutes Section 66.1101, and has been zoned for industrial use.
 - (b) Based upon the findings, as stated in 3.a. above, the District is declared to be an industrial district based on the identification and classification of the property included within the District.
 - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
 - (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the Village, does not exceed 12% of the total equalized value of taxable property within the Village.
 - (e) The Village estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (f) The project costs relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.
 - (f) Any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.
4. The Project Plan for "Tax Incremental District No. 8, Village of Germantown" (attached as Exhibit B) is approved, and the Village further finds the Plan is feasible and in conformity with the master plan of the Village.

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

Resolution 51-2018

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

Introduced by: _____

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna L. Boldrey, WCMC/CMC
Village Clerk

EXHIBIT A -

**LEGAL BOUNDARY DESCRIPTION OR MAP OF
TAX INCREMENTAL DISTRICT NO. 8
VILLAGE OF GERMANTOWN**

THIS CAN BE FOUND IN THE PROJECT PLAN

EXHIBIT B -

PROJECT PLAN

THIS WILL BE HANDED OUT SEPARATELY



June 26, 2018

Project Plan for the Creation of Tax Incremental District No. 8



Organizational Joint Review Board Meeting Held:	June 11, 2018
Public Hearing Held:	June 11, 2018
Consideration for Approval by Plan Commission:	June 11, 2018
Consideration for Adoption by Village Board:	Scheduled for: July 2, 2018
Consideration for Approval by the Joint Review Board:	Scheduled for: July 10, 2018

Tax Incremental District No. 8 Creation Project Plan

Village of Germantown Officials

Village Board

Dean Wolter
David Baum
Terri Kaminski
Daniel Wing
Rick Miller
Robert L. Warren
Dennis Myers
Jeffrey M. Hughes
Art Zabel

Village President
Village Trustee
Village Trustee
Village Trustee
Village Trustee
Village Trustee
Village Trustee
Village Trustee
Village Trustee

Village Staff

Deanna Boldrey
Steven R. Kreklow
Kim E. Rath
Jeffrey W. Retzlaff
Brian Sajdak

Village Clerk
Village Administrator
Finance Director
Community Development Director
Village Attorney

Plan Commission

Dean Wolter, Chairperson / Village President
Lori Johnson, Secretary
David Baum, Village Trustee
Robert Williams, Member

Anthony Laszewski, Member
Peter Nilles, Member
William Shadid, Member
Matthew Kimmler, Member

Joint Review Board

Dean Wolter, Chair
Josh Schoeman
Wilma Bonaparte
Ric Erickson
Jim Sedgwick

Village Representative
Washington County
Milwaukee Area Technical College District
Germantown School District
Public Member



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Section 1: Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District (“TID”) No. 8 (the “TID” or “District”) is proposed to be created by the Village of Germantown (“Village”) as an industrial district. A map of the proposed District boundaries is in Section 3 of this plan. The area proposed to be included in the district encompasses 224.8 acres, which is broken into two development areas the property controlled by the Zilber Property Group (approximately 151.3 acres) and the remaining 73.5 acres to be developed in later phases.

Estimated Total Project Expenditures.

The Village anticipates making total project expenditures of approximately \$14.2M not including issuance and interest expense to undertake the projects listed in this Project Plan. The Village anticipates completing the projects in phases as development requires. The Expenditure Period of this District is 15 years from the date of adoption of the authorizing Resolution of the Village Board (the “Creation Resolution”). The projects to be undertaken pursuant to this Project Plan are expected to be financed with debt issued by the Village, however, the Village may use other alternative financing methods which may provide overall lower costs of financing, preserve debt capacity, mitigate risk to the Village, or provide other advantages as determined by the Village Board. A discussion and listing of other possible financing mechanisms, as well as a summary of total project financing, is in Section 10 of this plan.

Economic Development

Based on the anticipated initial development proposed by the Zilber Property Group, the Village projects that additional land and improvements value of approximately \$33M will be created in the initial phase. Additional development of the approximate remaining 145 acres will lead to another \$55M in development over the life of the TID. This additional value will be a result of the improvements made and projects undertaken within the District. A table detailing assumptions as to the timing of new development and associated values is in Section 10 of this Plan. In addition, creation of the District is expected to result in other economic benefits as detailed in the Summary of Findings hereafter.

Expected Termination of District

Based on the Economic Feasibility Study located in Section 10 of this plan, this District would be expected to generate sufficient tax increments to recover all project costs by the year 2039 which is the maximum life of this District.

Summary of Findings

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

1. **That “but for” the creation of this District, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or**

within the timeframe desired by the Village. In making this determination, the Village has considered the following information:

- The lands to be developed have remained vacant due to a lack of adequate infrastructure. Given that the sites have not developed as would have been expected under normal market conditions, it is the judgment of the Village that the use of Tax Incremental Financing (“TIF”) will be required to provide the necessary infrastructure and inducements to encourage development on the sites consistent with that desired by the Village.
- To make the areas included within the District suitable for development, the Village will need to make an investment to pay for the costs of installation of utilities; installation of streets and related streetscape items; development incentive payments, and other associated costs. Due to the extensive initial investment in public infrastructure that is required to allow development to occur, the Village has determined that development of the area will not occur solely because of private investment. Accordingly, the Village finds that absent the use of TIF, development of the area is unlikely to occur.

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

- As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected are more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.
- The initial development proposed by the Zilber Property Group will generate approximately 35 jobs. However, as the business park develops additional jobs will be created providing economic activity benefiting the overall Village.

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

- If approved, the District’s creation would become effective for valuation purposes as of January 1, 2018. As of this date, the values of all existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the District due to new construction, renovation or appreciation of property values occurring after January 1, 2018 would be collected by the TID and used to repay the costs of TIF-eligible projects undertaken within the District.
- Since the development expected to occur is unlikely to take place or in the same manner without the use of TIF (see Finding #1) and since the District will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the Village reasonably concludes that the overall benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax

increments to be paid in the event the District is not created. As required by Section 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been made and can be found in Appendix A of this plan.

4. Not less than 50% by area of the real property within the District is suitable for industrial sites and zoned for industrial use within the meaning of Wisconsin Statutes Section 66.1101. Any real property within the District that is found suitable for industrial sites and is zoned for industrial use at the time of the creation of the District will remain zoned for industrial use for the life of the District.
5. Based upon the findings, as stated above, the District is declared to be an industrial District based on the identification and classification of the property included within the District.
6. The project costs relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.
7. The improvement of such area is likely to enhance significantly the value of substantially all the other real property in the District.
8. The equalized value of taxable property of the District, plus the value increment of all existing tax incremental districts within the Village, does not exceed 12% of the total equalized value of taxable property within the Village.
9. The Village estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.
10. The Project Plan for the District in the Village is feasible, and is in conformity with the master plan of the Village.

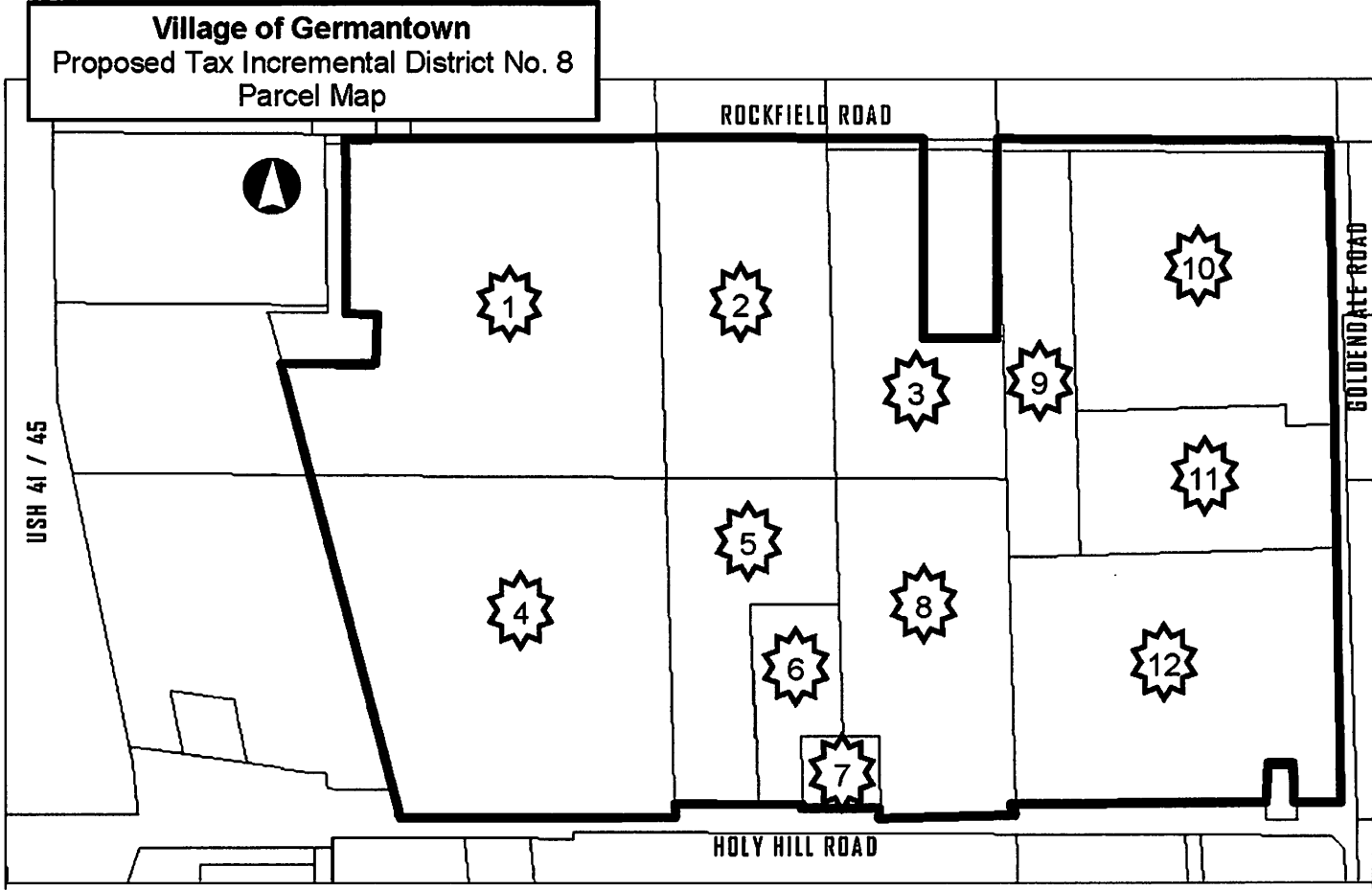
Section 2: Type and General Description of District

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

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

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

Section 3: Preliminary Map of Proposed District Boundary



Section 4: Map Showing Existing Uses and Conditions



Section 6: Equalized Value Test

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

The equalized value of the increment of existing tax incremental districts within the Village, plus the base value of the proposed District, totals \$98,963,200. This value is less than the statutory maximum of \$309,297,588 in equalized value that is permitted for the Village. The Village is therefore in compliance with the statutory equalized valuation test and may proceed with creation of this District.

Village of Germantown	
Tax Increment District # 8	
Valuation Test Compliance Calculation	
Anticipated Creation/Boundary Amendment	7/26/2018
	Valuation Data
	Est. Creation Date
	2017
Total EV (TID In)	2,577,479,900
12% Test	309,297,588
Increment of Existing TIDs	
TID #4	98,164,500
TID #6	199,200
	0
	0
	0
	0
Total Existing Increment	98,363,700
Projected Base of New or Amended District	599,500
Total Value Subject to 12% Test	98,963,200
Compliance	PASS

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

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

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

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

Property Acquisition for Conservancy

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

Acquisition of Rights-of-Way

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

Acquisition of Easements

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

Relocation Costs

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

Site Preparation Activities

Demolition

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

Site Grading

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

Utilities

Sanitary Sewer System Improvements

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

Water System Improvements

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

Storm Water Management System Improvements

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

allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Village construct, alter, rebuild or expand storm water management infrastructure located outside of the District. That portion of the costs of storm water management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Streets and Streetscape

Street Improvements

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

Streetscaping and Landscaping

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

Miscellaneous

Cash Grants (Development Incentives)

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

Projects Outside the Tax Increment District

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

1) Road Improvements including Holy Hill and Goldendale.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include, but are not limited to: architectural;

environmental; planning; engineering; legal, audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

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

Financing Costs

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

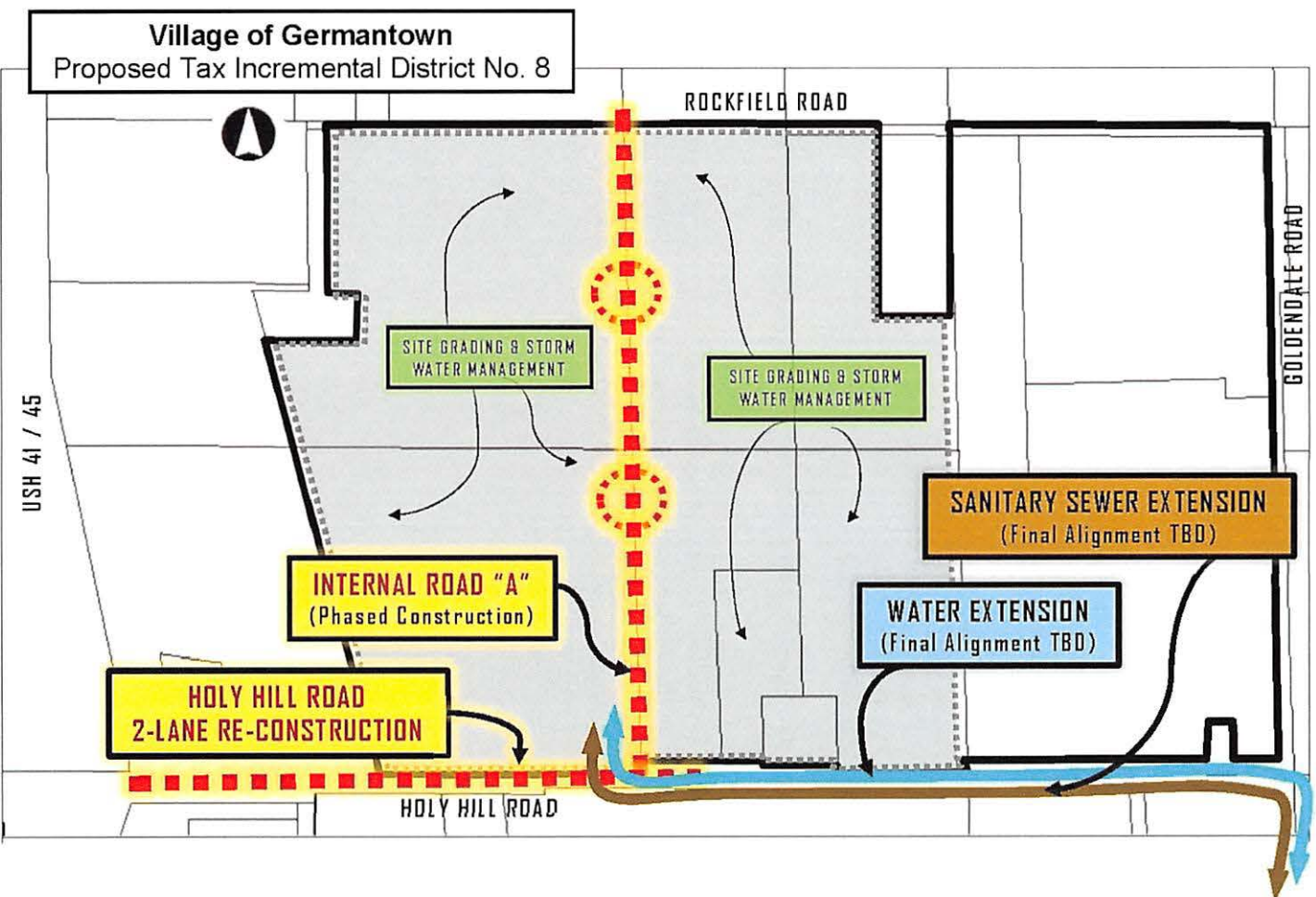
With all projects the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating Village ordinances and plans, judgments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

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

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

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

Section 8: Map Showing Proposed Improvements and Uses



Section 9: Detailed List of Project Costs

All costs are based on 2018 prices and are preliminary estimates. The Village reserves the right to increase these costs to reflect inflationary increases and other uncontrollable circumstances between 2018 and the time of construction. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

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

Village of Germantown

Tax Increment District # 8

Estimated Project List

Project ID	Project Name/Type	Phase I 2018	Phase II 2020	Phase III 2021	Total
1	Public Improvements - Offsite ¹	5,178,903	3,021,097		8,200,000
2	Public Improvements - Internal ¹	1,600,000	1,450,000		3,050,000
3	Development Incentive ²	1,000,000			1,000,000
4	Well, Water Tower and Lift Station ³			1,872,923	1,872,923
6	Future Phase - Infrastructure (Non Zilber) ⁴			0	0
7	Professional Services	25,000			25,000
Total Projects		<u>7,803,903</u>	<u>4,471,097</u>	<u>1,872,923</u>	<u>14,147,923</u>

Notes:

Note 1 Project costs are estimates per Developer & Village staff

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

Note 3 Water Tower/Deep Well/Pressure Boosting Pump Station & Upgrade Main Street & Old Farm Sewage Pump Stations - TID 8 portion is 56.85% of 50% of the overall cost to accommodate new users.

Note 4 Future cost not determined to open up additional TID land not controlled by Zilber. This project has not been included in the cashflow and will only proceed if there is sufficient development to warrant moving forward.

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

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

- The Village has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of “Available Financing Methods” follows.
- The Village expects to complete the projects in one or multiple phases, and can adjust the timing of implementation as needed to coincide with the pace of private development. A discussion of the phasing and projected timeline for project completion is discussed under “Plan Implementation” within this Section. A table identifying the financing method for each phase and the time at which that financing is expected to be incurred is included.
- The development anticipated to occur because of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. Within this Section are tables identifying: 1) the development expected to occur, 2) a projection of tax increments to be collected resulting from that development and other economic growth within the District, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available to the District will be sufficient to pay all Project Costs.

Available Financing Methods

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

General Obligation (G.O.) Bonds or Notes

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

Bonds Issued to Developers (“Pay as You Go” Financing)

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

Utility Revenue Bonds

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

Special Assessment "B" Bonds

The Village can levy special assessments against benefited properties to pay part of the costs for street, curb, gutter, sewer, water, storm sewers and other infrastructure. In the event the Village determines that special assessments are appropriate, the Village can issue Special Assessment B bonds pledging revenues from special assessment installments to the extent assessment payments are outstanding. These bonds are not counted against the Village's statutory borrowing capacity. If special assessments are levied, the Village must reduce the total eligible Project Costs under this Plan in an amount equal to the total collected.

Plan Implementation

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

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

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

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

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

Implementation and Financing Timeline - Phase I & All Phase's

Village of Germantown Tax Increment District # 8 Estimated Financing Plan - All Phases					
	G.O. Bond 2018	G.O. Bond 2020	Municipal Revenue Obligation (MRO) 2018	G.O. Bond 2021	Totals
Projects					
Initial Phase Public Improvements	5,178,903	3,021,097			8,200,000
Remaining Public Improvements					0
Public Improvements Internal	1,600,000	1,450,000			3,050,000
Well, Water Tower, lift station				1,872,923	1,872,923
Professional Services	25,000				25,000
Development Incentive			1,000,000		1,000,000
Total Project Funds	6,803,903	4,471,097	1,000,000	1,872,923	14,147,923
Estimated Finance Related Expenses	147,600	104,650		78,400	
Capitalized Interest	478,020	0			
Total Financing Required	7,429,523	4,575,747	1,000,000	1,970,923	
Estimated Interest	1.00% (45,359)	1.00% (26,081)	0	1.00% (9,365)	
Assumed spend down (months)	8	7		6	
Rounding	(4,164)	334	0	(1,558)	
Net Issue Size	7,380,000	4,550,000	1,000,000	1,960,000	8,380,000

Development Assumptions – Phase I

Village of Germantown

Tax Increment District # 8

Development Assumptions - Phase 1 Only

Construction Year		Building 1 ¹	Building 2 ²	Annual Total	Construction Year	
1	2018	8,400,000		8,400,000	2018	1
2	2019	19,600,000	5,000,000	24,600,000	2019	2
3	2020			0	2020	3
4	2021			0	2021	4
5	2022			0	2022	5
6	2023			0	2023	6
7	2024			0	2024	7
8	2025			0	2025	8
9	2026			0	2026	9
10	2027			0	2027	10
Totals		<u>28,000,000</u>	<u>5,000,000</u>	<u>33,000,000</u>		

Notes:

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

²Buildings 2 - Assumes a 150K SF building constructed at a value of \$45 per SF completed in 2019. Minimum Value of \$5M.

Development Assumptions – All Phase's

Village of Germantown

Tax Increment District # 8

Development Assumptions - All Phases

Construction Year		Building 1 ¹	Building 2 ²	Building 3 ³	Future Development ⁴	Annual Total	Construction Year	
1	2018	8,400,000				8,400,000	2018	1
2	2019	19,600,000	5,000,000			24,600,000	2019	2
3	2020					0	2020	3
4	2021				5,000,000	5,000,000	2021	4
5	2022			11,250,000		11,250,000	2022	5
6	2023				5,000,000	5,000,000	2023	6
7	2024					0	2024	7
8	2025				5,000,000	5,000,000	2025	8
9	2026					0	2026	9
10	2027			4,000,000	5,000,000	9,000,000	2027	10
11	2028					0	2028	11
12	2029				5,000,000	5,000,000	2029	12
13	2030					0	2030	13
14	2031				5,000,000	5,000,000	2031	14
15	2032					0	2032	15
16	2033				5,000,000	5,000,000	2033	16
17	2034					0	2034	17
18	2035				5,000,000	5,000,000	2035	18
19	2036					0	2036	19
20	2037					0	2037	20
Totals		28,000,000	5,000,000	15,250,000	40,000,000	88,250,000		

Notes:

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

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

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

⁴Future Development - Assumes \$40M in development on the remaining available acreage.

Increment Revenue Projections – Phase I

Village of Germantown Tax Increment District # 8 Tax Increment Projection Worksheet - Phase 1									
Type of District	Industrial				Base Value	599,500			
Creation Date	July 1, 2018				Appreciation Factor	0.00%			
Valuation Date	Jan 1,	2018			Base Tax Rate	\$17.58			
Max Life (Years)	20				Rate Adjustment Factor	0.00%			
Expenditure Periods/Termination	15	7/1/2033							
Revenue Periods/Final Year	21	2040							
Extension Eligibility/Years	Yes	3			Tax Exempt Discount Rate	3.50%			
Adverse Impact Eligibility					Taxable Discount Rate	4.00%			
Recipient District	No								

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

Notes:

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

Increment Revenue Projections – All Phase's

Village of Germantown									
Tax Increment District # 8									
Tax Increment Projection Worksheet - All Phases									
Type of District	Industrial				Base Value	599,500			
Creation Date	July 1, 2018				Appreciation Factor	0.00%			
Valuation Date	Jan 1,	2018			Base Tax Rate	\$17.58			
Max Life (Years)	20				Rate Adjustment Factor	0.00%			
Expenditure Periods/Termination	15	7/1/2033			Tax Exempt Discount Rate	3.50%			
Revenue Periods/Final Year	21	2040			Taxable Discount Rate	4.00%			
Extension Eligibility/Years	Yes	3							
Adverse Impact Eligibility									
Recipient District	No								

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	2018	8,400,000	2019	0	8,400,000	2020	\$17.58	147,664
2	2019	24,600,000	2020	0	33,000,000	2021	\$17.58	580,107
3	2020	0	2021	0	33,000,000	2022	\$17.58	580,107
4	2021	5,000,000	2022	0	38,000,000	2023	\$17.58	668,002
5	2022	11,250,000	2023	0	49,250,000	2024	\$17.58	865,765
6	2023	5,000,000	2024	0	54,250,000	2025	\$17.58	953,660
7	2024	0	2025	0	54,250,000	2026	\$17.58	953,660
8	2025	5,000,000	2026	0	59,250,000	2027	\$17.58	1,041,555
9	2026	0	2027	0	59,250,000	2028	\$17.58	1,041,555
10	2027	9,000,000	2028	0	68,250,000	2029	\$17.58	1,199,766
11	2028	0	2029	0	68,250,000	2030	\$17.58	1,199,766
12	2029	5,000,000	2030	0	73,250,000	2031	\$17.58	1,287,661
13	2030	0	2031	0	73,250,000	2032	\$17.58	1,287,661
14	2031	5,000,000	2032	0	78,250,000	2033	\$17.58	1,375,556
15	2032	0	2033	0	78,250,000	2034	\$17.58	1,375,556
16	2033	5,000,000	2034	0	83,250,000	2035	\$17.58	1,463,451
17	2034	0	2035	0	83,250,000	2036	\$17.58	1,463,451
18	2035	5,000,000	2036	0	88,250,000	2037	\$17.58	1,551,346
19	2036	0	2037	0	88,250,000	2038	\$17.58	1,551,346
20	2037	0	2038	0	88,250,000	2039	\$17.58	1,551,346
Totals		88,250,000		0		Future Value of Increment		22,138,984

Notes:

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

Cash Flow – Phase I

Village of Germantown

Tax Increment District # 8

Cash Flow Projection - Borrow Phase 1 Costs

Year	Projected Revenues				Expenditures								Balances			Year	
	Tax Increments	Interest Earnings/ (Cost)	Capitalized Interest	Total Revenues	G.O. Bond 7,380,000			Municipal Revenue Obligation (MRO) 1,000,000			TID Set Up	Admin. + 2%	Total Expenditures	Annual	Cumulative		Principal Outstanding
					Dated Date: Principal	Est. Rate	Interest	Dated Date: Principal (2/1	Est. Rate	Interest							
		1.00%			Note 1			Note 2									
2018			478,020	478,020							25,000		25,000	453,020	453,020	7,380,000	2018
2019		4,530		4,530	0	2.25%	235,073					5,000	240,073	(235,542)	217,478	7,380,000	2019
2020	147,664	2,175		149,838	0	2.25%	235,073					5,000	240,073	(90,234)	127,244	7,380,000	2020
2021	580,107	1,272		581,379	225,000	2.30%	232,485		3.75%	103,125		5,000	565,610	15,769	143,013	8,155,000	2021
2022	580,107	1,430		581,537	250,000	2.40%	226,898	42,849	3.75%	36,697		5,000	561,443	20,094	163,106	7,862,151	2022
2023	580,107	1,631		581,738	265,000	2.50%	220,585	44,487	3.75%	35,059		5,000	570,131	11,607	174,714	7,552,664	2023
2024	580,107	1,747		581,854	270,000	2.65%	213,695	46,187	3.75%	33,359		5,000	568,241	13,613	188,327	7,236,477	2024
2025	580,107	1,883		581,990	300,000	2.80%	205,918	47,952	3.75%	31,594		5,000	590,463	(8,473)	179,854	6,888,526	2025
2026	580,107	1,799		581,905	325,000	2.90%	197,005	49,784	3.75%	29,761		5,000	606,551	(24,645)	155,208	6,513,741	2026
2027	580,107	1,552		581,659	350,000	3.00%	187,043	51,687	3.75%	27,859		5,000	621,588	(39,929)	115,279	6,112,054	2027
2028	580,107	1,153		581,260	375,000	3.05%	176,074	53,662	3.75%	25,883		5,000	635,619	(54,360)	60,919	5,683,392	2028
2029	580,107	609		580,716	400,000	3.10%	164,155	55,713	3.75%	23,833		5,000	648,701	(67,985)	(7,066)	5,227,679	2029
2030	580,107	(71)		580,036	400,000	3.15%	151,655	57,842	3.75%	21,703		5,000	636,201	(56,165)	(63,230)	4,769,836	2030
2031	580,107	(632)		579,474	425,000	3.20%	138,555	60,053	3.75%	19,493		5,000	648,101	(68,626)	(131,856)	4,284,784	2031
2032	580,107	(1,319)		578,788	450,000	3.30%	124,330	62,348	3.75%	17,198		5,000	658,876	(80,087)	(211,944)	3,772,436	2032
2033	580,107	(2,119)		577,987	475,000	3.35%	108,949	64,731	3.75%	14,815		5,000	668,494	(90,507)	(302,451)	3,232,705	2033
2034	580,107	(3,025)		577,082	500,000	3.40%	92,493	67,204	3.75%	12,341		5,000	677,038	(99,956)	(402,407)	2,665,501	2034
2035	580,107	(4,024)		576,083	525,000	3.45%	74,936	69,773	3.75%	9,773		5,000	684,482	(108,399)	(510,806)	2,070,728	2035
2036	580,107	(5,108)		574,999	575,000	3.50%	55,818	72,439	3.75%	7,107		5,000	715,363	(140,364)	(651,170)	1,423,289	2036
2037	580,107	(6,512)		573,595	600,000	3.55%	35,105	75,207	3.75%	4,338		5,000	719,651	(146,056)	(797,226)	748,082	2037
2038	580,107	(7,972)		572,135	670,000	3.65%	12,228	78,082	3.75%	1,464		5,000	766,773	(194,639)	(991,865)	(0)	2038
2039	580,107	(9,919)		570,188								5,000	5,000	565,188	(426,677)	(0)	2039
Total	11,169,692	(20,919)	478,020	11,626,794	7,380,000		3,088,069	1,000,000		455,402	25,000	105,000	12,053,470				Total

Notes:

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

Cash Flow – All Phase's

Village of Germantown																									
Tax Increment District # 8																									
Cash Flow Projection - Borrow All Phases																									
Year	Projected Revenues				Expenditures															Balances			Year		
	Tax Increments	Interest Earnings/ (Cost)	Capitalized Interest	Total Revenues	G.O. Bond 7,380,000			Municipal Revenue Obligation (MRO) 1,000,000			G.O. Bond 4,550,000			G.O. Bond 1,960,000			Admin. + TID Set Up		Total Expenditures	Annual	Cumulative	Principal Outstanding			
					Dated Date: 09/01/18	Principal	Est. Rate	Interest	Dated Date: 11/01/18	Principal	Est. Rate	Interest	Dated Date: 09/01/20	Principal	Est. Rate	Interest	Dated Date: 09/01/21	Principal						Est. Rate	Interest
		1.00%			Note 1				Note 2				Note 3												
2018			478,020	478,020														25,000		25,000	453,020	453,020	7,380,000	2018	
2019		4,530		4,530	0	2.25%	239,010											7,000		246,010	(241,480)	211,540	7,380,000	2019	
2020	147,664	2,115		149,779	0	2.25%	239,010											7,140		246,150	(96,371)	115,169	7,380,000	2020	
2021	580,107	1,152	179,915	761,173	100,000	2.30%	237,860			3.75%	103,125		0	2.80%	179,915			7,283		628,183	132,991	248,160	8,280,000	2021	
2022	580,107	2,482		582,588	100,000	2.40%	235,510	42,849	3.75%	36,697			0	2.90%	179,915		0	2.90%	76,623	7,428	679,022	(96,433)	151,727	12,687,151	2022
2023	668,002	1,517		669,519	150,000	2.50%	232,435	44,487	3.75%	35,059			0	3.00%	179,915		0	3.00%	76,623	7,577	726,095	(56,576)	95,150	14,452,664	2023
2024	865,765	952		866,717	250,000	2.65%	227,248	46,187	3.75%	33,359			50,000	3.15%	179,128		30,000	3.15%	76,623	7,729	900,272	(33,555)	61,596	14,076,477	2024
2025	953,660	616		954,276	300,000	2.80%	219,735	47,952	3.75%	31,594			75,000	3.30%	177,103		35,000	3.30%	75,678	7,883	969,944	(15,667)	45,928	13,618,526	2025
2026	953,660	459		954,120	300,000	2.90%	211,185	49,784	3.75%	29,761			75,000	3.40%	174,590		60,000	3.40%	74,523	8,041	982,884	(28,764)	17,164	13,133,741	2026
2027	1,041,555	172		1,041,727	355,000	3.00%	201,510	51,687	3.75%	27,859			75,000	3.50%	172,003		65,000	3.50%	72,483	8,202	1,028,742	12,985	30,148	12,587,054	2027
2028	1,041,555	301		1,041,857	365,000	3.05%	190,619	53,662	3.75%	25,883			90,000	3.55%	169,093		65,000	3.55%	70,208	8,366	1,037,830	4,027	34,175	12,013,392	2028
2029	1,199,766	342		1,200,108	475,000	3.10%	177,690	55,713	3.75%	23,833			105,000	3.60%	165,605		110,000	3.60%	67,900	8,533	1,189,274	10,834	45,010	11,267,679	2029
2030	1,199,766	450		1,200,216	475,000	3.15%	162,846	57,842	3.75%	21,703			130,000	3.65%	161,343		115,000	3.65%	63,940	8,704	1,196,378	3,838	48,848	10,489,836	2030
2031	1,287,661	488		1,288,150	475,000	3.20%	147,765	60,053	3.75%	19,493			230,000	3.70%	154,715		125,000	3.70%	59,743	8,878	1,280,646	7,504	56,352	9,599,784	2031
2032	1,287,661	564		1,288,225	475,000	3.30%	132,328	62,348	3.75%	17,198			270,000	3.80%	145,330		130,000	3.80%	55,118	9,055	1,296,376	(8,151)	48,201	8,662,436	2032
2033	1,375,556	482		1,376,038	500,000	3.35%	116,115	64,731	3.75%	14,815			350,000	3.85%	133,463		130,000	3.85%	50,178	9,236	1,368,537	7,501	55,702	7,617,705	2033
2034	1,375,556	557		1,376,113	525,000	3.40%	98,815	67,204	3.75%	12,341			375,000	3.90%	119,413		130,000	3.90%	45,173	9,421	1,382,367	(6,254)	49,448	6,520,501	2034
2035	1,463,451	494		1,463,946	550,000	3.45%	80,403	69,773	3.75%	9,773			450,000	3.95%	103,213		130,000	3.95%	40,103	9,609	1,442,873	21,073	70,521	5,320,728	2035
2036	1,463,451	705		1,464,156	575,000	3.50%	60,853	72,439	3.75%	7,107			500,000	4.00%	84,325		130,000	4.00%	34,968	9,802	1,474,492	(10,336)	60,185	4,043,289	2036
2037	1,551,346	602		1,551,948	675,000	3.55%	38,809	75,207	3.75%	4,338			500,000	4.05%	64,200		135,000	4.05%	29,768	9,998	1,532,320	19,628	79,814	2,658,082	2037
2038	1,551,346	798		1,552,144	735,000	3.65%	13,414	78,082	3.75%	1,464			500,000	4.15%	43,700		140,000	4.15%	24,300	10,198	1,546,157	5,987	85,801	1,205,000	2038
2039	1,551,346	858		1,552,204									775,000	4.30%	16,663		430,000	4.30%	18,490	10,402	1,250,554	301,650	387,451	0	2039
Total	22,138,984	20,637	657,935	22,817,556	7,380,000		3,263,158		1,000,000		455,402		4,550,000		2,603,628		1,960,000		1,012,435	25,000	180,483	22,430,105			Total
Notes:																									
1 Assumes the debt payment for the Village offsite and internal phase infrastructure. Interest rates are based upon the Yield Curves as of 5-17-18 for an A rated Bond.																									
2 Assumes a loan from WCEDC with increment being paid with TID increment.																									
3 Assumes .50 basis points above the 5-17-18 scale.																									

Section 11: Annexed Property

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

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

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

Section 13: Proposed Zoning Ordinance Changes

Proposed industrial development within TID #8 will require changing the zoning districts assigned to all the parcels within the TID #8 area. As indicated in section 5, parcels located within TID #8 are currently located in an A-1: Agricultural, A-2: Agricultural, Rs-1: Single-Family or Rs-2: Single-Family Zoning District. Prior to Village Board adoption of the resolution creating TID #8, all the parcels located within TID #8 will require rezoning into the M-1: Limited Industrial Zoning District. At the time of the drafting of this document, the Village Board was considering, but had not yet approved, a rezoning application to change the zoning for the parcels within the entire TID #8 area to the M-1: Limited Industrial District.

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

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

Proposed industrial development within TID #8 will require amendments to the Village's 2020 Smart Growth Plan; specifically, changes to the 2020 Land Use Plan (LUP) Map. Prior to Village Board adoption of the resolution creating TID #8, the entire TID #8 area will require the following:

1. change the entire TID #8 area from the "Mixed Use" category to the "Industrial/Office" category on the 2020 LUP Map; and
2. extend the Sanitary Sewer Service Area (SSA) boundary on the 2020 LUP Map to include the entire TID #8 area.

At the time of the drafting of this document, the Village Board was considering, but had not yet approved, an application to change the 2020 LUP Map as described above. No changes to the building codes or other Village ordinances are required or anticipated for the implementation of this Plan.

Section 15: Relocation

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

Section 16: Orderly Development of the Village of Germantown

The District contributes to the orderly development of the Village by providing the opportunity for continued growth in tax base, job opportunities and general economic activity.

Section 17: List of Estimated Non-Project Costs

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

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

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

WESOLOWSKI, REIDENBACH & SAJDAK, S.C.

ATTORNEYS AT LAW
11402 WEST CHURCH STREET
FRANKLIN, WISCONSIN 53132

JESSE A. WESOLOWSKI
FREDERICK E. REIDENBACH 1919-2002
BRIAN C. SAJDAK
CHRISTOPHER R. SMITH
EDUARDO M. BORDA

TELEPHONE (414) 529-8900
FACSIMILE (414) 529-2121

JANE C. KASSIS,
LEGAL SECRETARY

June 28, 2018

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

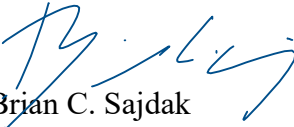
Re: Germantown Tax Increment District No. 8 Project Plan

Dear President Wolter:

In my role as Village Attorney for the Village of Germantown, I have reviewed the Project Plan for Germantown Tax Increment District No. 8. Following that review, it is my opinion that the Project Plan is complete and that it complies with the requirements of Wis. Stat. § 66.1105(4)(f).

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

Very truly yours,


Brian C. Sajdak
Village Attorney

cc: Ms. Deanna Boldrey, Village Clerk
Mr. Steven Kreklow, Village Administrator
Mr. Phil Cosson

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 52-2018

**APPROVING A DEVELOPMENT AGREEMENT WITH ZPG DEVELOPMENT –
TID NO. 8**

WHEREAS, the Village Board is in the process of approving the creation of Germantown Tax Increment District No. 8; and

WHEREAS, it is in the best interests of the residents of the Village to ensure that development within TID # 8 occurs within an appropriate timeframe to protect the financial health of the TID; and

WHEREAS, the attached development agreement accomplishes that goal;

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

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

Introduced by: _____

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna L. Boldrey, WCMC/CMC
Village Clerk

DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a municipal corporation of the State of Wisconsin located in Washington County (the "Village"), ZPG Development LLC, a Wisconsin limited liability company ("Developer") and Zilber Ltd., a Delaware Corporation (the "Guarantor").

RECITALS:

WHEREAS, Developer has a contractual right to purchase approximately 151.17 acres of vacant land located in the Village of Germantown, which is more fully described in the attached Exhibit A (the "Property"); and

WHEREAS, Developer intends to develop the Property as a business park for office and light industrial uses to include up to approximately seven (7) individual buildings with an aggregate footprint up to approximately 2,000,000 sq. ft. (the "Project"); and

WHEREAS, the Project will necessitate the expansion of the Village's roadway infrastructure and water and sanitary sewer facilities to serve the Property, including but not limited to, the installation of water and sanitary sewer mains, roadway improvements, and storm water facilities being comprised of the "Village's Plans" (attached hereto as Exhibit B-1) and the "Developer's Plans" (attached hereto as Exhibit B-2), as the case may be; and

WHEREAS, the Village has taken the preliminary steps to establish a tax increment district known as Tax Incremental District No. 8 ("District") to finance the public works and improvements to service the Project pursuant to a Project Plan for the District (the "TID Project Plan"); and

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

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

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

WHEREAS, the Village and Developer acknowledge that their respective rights and obligations under this Agreement shall be applicable to them only in the event that (i)

the District is established and the TID Project Plan is approved by the Village Board and the Joint Review Board, and (ii) Developer acquires the Property; and

WHEREAS, the Village and Developer acknowledge and agree that a high quality development is necessary in order to ensure that the District is successful and pays its costs solely from the increment generated by development within the District without resorting to general fund tax dollars; and

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

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

ARTICLE I – DEVELOPER OBLIGATIONS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements on the Property required by the Village including those improvements required by Sec. 18.08 of the Municipal Code in accordance with the provisions of the Developer's Plans. It is the intent of this Agreement that all public improvements included and described as "Developer Obligations" herein and detailed in the Developer's Plans shall be installed on the Property, in a good and workmanlike manner by Developer with the exception of those improvements located offsite and to be installed by the Village as detailed in the Village's Plans and Article II.

1.02 BUSINESS PARK IMPROVEMENTS. Developer shall generally prepare the Property for use as a business park to include site grading and the installation of internal roads and water, sanitary sewer, storm water and other utilities as is more fully described herein. Additionally, Developer shall undertake initial development within the business park as follows:

- (1) Construction of an approximately 700,000 sq. ft. building with a minimum assessed value including the real estate thereunder of \$28,000,000 to be commenced not later than September 15, 2018, and substantially completed not later than December 1, 2019("Building 1"); and
- (2) Construction of a second building with a minimum assessed value including the real estate thereunder of \$5,000,000 to be substantially completed not later than December 31, 2020("Building 2").
- (3) Upon the recording of a certified survey map creating and designating the separate parcel underlying each of Building 1 and Building 2, Developer and

Village shall execute an amendment to this Agreement specifically identifying the legal descriptions for each of Building 1 and Building 2.

1.03 WATER SUPPLY FACILITIES. Developer shall design and submit to the Village Engineer for approval the Developer's Plans, specifications and contract documents for all water supply facilities, including an extension of water main of a size to be reasonably established by the Village from the main to be installed by the Village within Holy Hill Road into the Property together with necessary private water laterals to service the proposed buildings for the complete development of the Property, before authorization for construction will be given, in accordance with Sec. 18.08(8) of the Municipal Code. Design and installation shall conform to Sec. 18.08(8) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 6.0 "Water Distribution System Requirements." All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village. All private water utility improvements shall be maintained in accordance with the Private Water Main Operation, Inspection and Maintenance Agreement in the form as attached as Exhibit C. All public water main not within public right-of-way shall be constructed within an easement dedicated to the Village of Germantown. Water main and lateral trenches shall be aggregate slurry backfilled if installed in a previously existing roadway.

1.04 SANITARY SEWER FACILITIES. Developer shall design and submit to the Village Engineer for approval the Developer's Plans, specifications and contract documents for all sanitary sewer facilities, including an extension of sanitary sewer main of a size to be reasonably established by the Village from the Village sanitary sewer interceptor to be installed by the Village in Holy Hill Road into the Property, and all necessary laterals to service the proposed buildings, before authorization for construction will be given, in accordance with Sec. 18.08(7) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village. All sanitary sewerage system improvements that are to be transferred to the Village Waste Water Utility shall be contained in Village right-of-way or a utility easement dedicated to the Village. Any such easement dedication to the Village shall be through an easement document containing specific terms to be associated with the easement prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches shall be aggregate slurry backfilled if installed in a previously existing roadway.

1.05 OTHER UTILITIES. Developer shall be responsible for and cause electrical power, telephone and/or other similar telecommunications facilities, and natural

gas facilities to be installed on the Property. All such services shall be located underground in accordance with applicable codes.

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

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

1.07 STORM WATER DRAINAGE FACILITIES. Developer shall design and submit to the Village Engineer for approval storm water drainage facilities adequate to accommodate expected surface water flow within and through the Property, in accordance

with Sec. 18.08(10) of the Municipal Code and Chapter 13 of the Milwaukee Metropolitan Sewerage District rules.

(1) Except as provided in Section 1.11(2), Developer agrees that it responsible for the perpetual maintenance of all storm water drainage and detention and retention facilities ("Storm Water Facilities") located on the Property. Storm Water Facilities shall be maintained in the future according to the same performance standards to which they were constructed pursuant to Section 18.08(10), Municipal Code, namely, that they accommodate the maximum potential volumes of flow through and within the development, and meet applicable performance standards for storage and release.

(2) All Public Storm Water Facilities shall be installed in an easement and/or located in a designated future outlot parcel, provided for the benefit of all owners of the Property.

1.08 LANDSCAPING. Developer shall complete all landscaping in accordance with the landscaping plans to be filed with and approved by the Village and seeding, matting/mulching or sodding of Village right-of-way to the extent shown on the Developer's Plans, all to be completed prior to acceptance of the improvements by the Public Works Committee. Acceptance of the improvements by the Public Works Committee will not be delayed where landscaping would be completed but for adverse weather conditions or seasonality impacting completion. Any delay in completion due to adverse weather or seasonality shall not relieve Developer of the obligation to promptly complete the landscape improvement when weather permits.

1.09 STREET IMPROVEMENTS. Developer shall design and submit to the Village Engineer for approval all Developer's Plans, specifications and contract documents for all street improvements within the Property before authorization for construction will be given. This shall include those improvements to streets abutting the development in accordance with Sec. 18.08(15) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village.

1.10 LAND DEDICATION. If so requested by the Village, Developer shall dedicate not more than approximately two (2) acres of land within the Property to the Village for the purposes of installing a well, water tower, sanitary lift station and/or similar public improvements. Any request by the Village for dedication pursuant to this Section 1.10 shall be in writing, for a facility at a mutually agreeable location, and shall be at no cost to Developer. In the event the Village does not request a land dedication pursuant to this Section 1.10 within twenty-four (24) months of the date hereof, the Village's right to do so shall expire and be of no further force or effect.

1.11 ADDITIONAL REQUIREMENTS.

- (1) Developer shall not convey title to any developable parcel of real estate within the Property, to any unrelated third party or unrelated entity without creating and recording protective covenants that have been approved by Village staff and legal counsel (the "Protective Covenants"), which in substance shall generally be consistent with the applicable Village ordinances in existence as of the date hereof. The Protective Covenants shall provide they may not be materially amended without the prior written consent of the Village. Application of this Section 1.11 specifically excludes the creation of easements or other dedications necessary or desirable for development and access purposes, and dedications to the Village, from the requirement to record Protective Covenants.
- (2) Developer may create a nonprofit business park association (the "Business Park Association") to serve as an association of owners of industrial land within the Property, subject to the terms and conditions of the Protective Covenants. The Protective Covenants will provide that no building or other improvement may be erected without the prior written approval of the Business Park Association Review Board. Under the Protective Covenants, the Developer may assign the Developer's responsibility under Section 1.07(1) to the Business Park Association under such terms as the Village reasonably deems necessary to ensure appropriate and adequate maintenance of the Stormwater Facilities.
- (3) The buildings and improvements to be constructed on the Property and their uses shall be in compliance with all applicable municipal zoning ordinances of the Village. The establishment of the District shall not obligate the Village to grant conditional uses or variances.
- (4) Developer shall continuously and in good faith market the Project. Upon request, Developer shall provide periodic marketing status reports to the Village.
- (5) The Guarantor shall enter into a guaranty agreement with the Village specifying that Guarantor shall guarantee completion of Developer's obligations to construct Building 1 and Building 2 (hereinafter in the Guaranty Agreement referred to as "Developer's Work"), in substantially the form attached hereto as Exhibit E.

ARTICLE II – VILLAGE OBLIGATIONS

2.01 PUBLIC UTILITY EXTENSIONS. The Village, entirely at its own expense as a project cost of the District, shall design, construct and install an extension of both the public water main and the public sanitary sewer interceptor from their current terminus located within Goldendale Road approximately 2,400 feet north of the intersection of Freistadt and Goldendale Roads (directly north of the Wisconsin & Southern Railroad tracks) to the intersection of Holy Hill Road and the proposed entrance road into the Property for the Project. The design and construction of the public utility extensions shall be done pursuant to the Village's Plans and shall be sufficient to serve and

accommodate the completed full development of industrial and/or office use buildings on the Property. The Village shall commence this construction not later than November 1, 2018, and complete all public utility extension work, including appropriate testing, inspection and completion of “punch-list” items, ready and available for connection to Developer’s utility work, no later than March 1, 2019.

2.02 ROADWAY IMPROVEMENTS. The Village, entirely at its own expense as a project cost of the District, shall design, construct and install improvements to Holy Hill Road as shown on the Plans from the interchange of Holy Hill Road and I-41 to the proposed entrance to the Project pursuant to the Village’s Plans. The Village shall commence this construction not later than March 1, 2019, and complete it not later than August 1, 2019. In addition, the Village, entirely at its own expense, shall be responsible for any other current and future public road improvements (including but not limited to the extension of the initial access road on the Property to be dedicated to the Village, and the related utility systems) that may be required to serve and accommodate the completed full development of industrial and/or office buildings on the Property, including any improvements (direct or indirect) required as a result of any current or future traffic impact analysis or similar studies that serve as a basis for current or future improvement requirements. The Village’s financial commitment hereunder is limited to those costs traditionally paid for by the Village, and notwithstanding anything in this paragraph, WisDOT, Washington County and/or future developers on other properties within the Village shall contribute to these costs in the customary manner.

2.03 FINANCIAL INCENTIVE TO DEVELOPER. In consideration for the development and construction of the Project by Developer in the time and manner required herein, the Village agrees to pay a cash incentive to the Developer in the amount of One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00) (the “Incentive”). The Incentive shall be a project cost of the District. Such payment shall be made upon Developer substantially completing the water main, sanitary sewer and roadway improvements called for hereunder in accordance with the Developer’s Plans.

2.04 FINANCING. In order to finance the Village’s obligations hereunder and under the TID Project Plan (the “TID Obligations”), the Village may issue bonds, notes or other debt instruments of its choice (the “Bonds”). It is intended that the principal and interest on the Bonds be paid from tax incremental revenues generated from the Property as it is developed and other real estate within the District, and/or capitalized interest available under the Bonds, in accordance with Wis. Stat. § 66.1105. The Bonds issued to finance the TID Obligations shall be in an amount adequate to finance all costs for such the TID Obligations.. The Village shall not assess the Property, nor charge Developer or any subsequent owner of any parcel of the Property, any “impact” or other assessment or fees which have the effect of (a) reimbursing the Village for improvements financed by the Bonds, or (b) paying the Village for municipal services provided to the District on a different basis than similar services supplied to other land in the Village; provided, however, that following completion of the TID Obligations, the Village may specially assess land in the District for subsequent repairs and replacements to the public improvements installed as part of the TID Obligations to the same extent and in the same manner that the Village assesses for repair or replacement of any other municipal

improvement upon similar real estate within the Village. The preceding sentence shall not prevent the Village from requiring the payment of (i) general real estate tax assessments, (ii) utility reserve capacity assessments (RCAs), hook-up fees and service charges, and (iii) any other similar "impact" fees or other assessments, fees or charges, as long as they apply consistently to all land in the Village.

ARTICLE III - CONSTRUCTION

3.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements on the Property contemplated by this Agreement to be installed by the Developer in accordance with the Developer's Plans. Developer has provided a schedule of construction setting forth approximate dates of commencement and completion of each phase of the construction, it being acknowledged that the Village and Village Engineer have approved the starting date and schedule. A pre-construction meeting shall be scheduled between Developer, the contractors and the Village prior to commencement of any construction on the public improvements. Developer shall, prior to such meeting, notify all utilities of the planned construction and the date and location of the pre-construction meeting.

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

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

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

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

3.04 EXISTING FLORA. Developer shall, in accordance with Sec. 18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses located within and on the berm along the northern edge of the Property and within the wetland areas which are protected and retained (e.g., those for

which a fill permit or other permit has not been granted). Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

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

ARTICLE IV - DEDICATION AND ACCEPTANCE

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

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

ARTICLE V - PAYMENT OF FEES

5.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the

Village. Nothing in this provision, nor in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village. A reasonable estimate of fees described herein has been provided by the Village to Developer and shall be included in the "Village Fee Schedule" attached hereto as Exhibit D. Final fees set to be paid by Developer shall not materially increase from the amounts shown on the Village Fee Schedule except as may result from a change in Developer's Plans.

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

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

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

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

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

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

5.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sec. 18.10(7) and (8) of the Municipal Code, Developer shall be responsible for all

reasonable professional (technical and legal) fees incurred by the Village solely in connection with the improvements constructed by Developer within the Property. The Village shall be reimbursed for reasonable engineering and inspection services, whether provided by a staff engineer or technician or designated employee or by a consultant, and shall also be reimbursed for reasonable services rendered by the Village Attorney.

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

ARTICLE VI - SPECIAL PROVISIONS

6.01 SEWER CONNECTIONS. Developer shall install sewer connections, grease interceptors and sampling manholes at the Property as required by Village code, however, any such connections, grease interceptors or sampling manholes associated with any specific building development shall not be the responsibility of Developer under this Agreement.

6.02 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the Property, including a wetlands delineation report. Approval of the subject development plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as shown on the approved plans, will not be allowed to grade, fill, or conduct any other type of development within seventy-five (75) feet of the high water mark of a navigable waterway or twenty-five (25) feet from a wetland, without first implementing appropriate shoreland protection measures and/or receipt of required approvals to conduct such work. A note regarding this restriction shall be placed on the Final Plat, if any.

6.03 OTHER UTILITIES. The Village and Developer understand that the general Germantown area, including the Property, may experience insufficient capacity in the future for gas and electric utility service as a result of existing use and new development in the general Germantown area. Both the Village and Developer understand that certain gas and electric service utilities may require system upgrades to service the general Germantown area (including the Property). If utility service system upgrades are necessary for the development of improvements on any of the Property parcels, the Village and the Developer agree to work in good faith to determine fair and reasonable solutions to fund such utility service system upgrades, each party acknowledging that such solutions may involve other third parties with a vested interest in the potential utility system upgrade(s).

ARTICLE VII - FINANCIAL GUARANTY

7.01 AMOUNT. Developer shall at the time of issuance of the initial building permit pay to the Village such funds as itemized in the Village Fee Schedule, in the form of a cash deposit or letter of credit, which shall assure the faithful performance of Developer's Obligations under this Agreement. The Village shall maintain these funds as security and upon an event of default by Developer pursuant to Section 9.02(1), the Village shall have the right to draw upon the security. Upon Developer's payment of any cost item set forth on the Village Fee Schedule, the Developer may request, and the Village so grant, a commiserate reduction in the cash deposit or letter of credit. The Village shall provide regular updates as to the balance of the funds. Upon final acceptance of the public improvements, there shall be a final settlement on the funds based upon actual costs, with any excess cash balance or the letter of credit instrument, as the case may be, promptly returned to Developer.

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

7.03 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village by this financial guaranty, the Village reserves the right subject to the notice and cure requirements set forth in Section 9.02, to impose special assessments or charges for any amounts to which it is specifically entitled by virtue of this Agreement for improvements specifically provided for herein upon the Property. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. As specifically related to Developer's obligations under this Agreement, this provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

7.04 REMEDIES. At the option of the Village and subject to the notice and cure requirements set forth in Section 9.02, a material breach of this Agreement shall result in the Village having the right to withhold the initial issuance of any and all occupancy permits until such breach is cured. In addition, subject to the notice and cure requirements set forth in Section 9.02, the Village shall have the right to remedy such breach at its expense and assess the cost thereof against the subject property and/or draw upon the financial guaranty (whether certified check or letter of credit) to pay for the necessary cost for the Village to complete the public improvements in accordance with the Plans. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

7.05 ESTIMATED ASSESSED VALUE. Developer estimates that upon completion, and as of January 1, 2020, the equalized value of Building 1 of the Project will be not less than \$28,000,000, and Developer agrees not to challenge any equalized assessed value of Building 1 up to \$28,000,000, absent manifest error or mistake. Further, Developer estimates that upon completion, and as of January 1, 2021, the equalized value of Building 2 of the Project will be not less than \$5,000,000.00, and Developer agrees not

to challenge any equalized assessed value of Building 2 up to \$5,000,000.00, absent manifest error or mistake. If the Village performs all of its obligations under this Agreement and either of the first two buildings of the Project fail to reach their respective equalized assessed values specified above or if Developer successfully challenges and causes a reduction of the assessed value of Building 1 or Building 2 below those specified assessed values, then Developer shall pay to the Village an amount equal to the amount of the general property taxes that would have been due for Building 1 and/or Building 2, multiplying the Village's then current mill rate by the specified assessed value(s), less the amount of taxes actually paid for the building(s) (the "Differential Amount"), by way of the Village increasing the real estate tax bill amount in the same amount as the Differential Amount. Developer's obligations under this paragraph upon any default shall be collectible as general property taxes and any such delinquent amount shall constitute a lien upon Building 1 or Building 2, as the applicable case may be, as and in the same method, manner, status and legal existence as levied taxes are a lien pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627. Developer's responsibility or obligation for any Differential Amount hereunder shall run with the land, and upon the conveyance of title to Building 1 and/or Building 2, shall become the obligation and responsibility of any respective Successor owner(s) of Building 1 and/or Building 2, and Developer shall be released from any further obligation. Any responsibility or obligation hereunder shall also terminate upon the closure of TID No. 8. The language of this Section 7.05 notwithstanding, the Developer, its successors and assigns, shall have no obligation for any deemed Differential Amount in the case where the equalized assessed value drops below \$33,000,000.00 due to a Force Majeure or casualty event, if the assessed value for the balance of the Property is sufficient to not cause a material impact to the overall financial health of the District at the time of the subject Force Majeure or casualty event. In the event that Wisconsin law changes with respect to the method of assessment for Building 1 and/or Building 2, the parties agree to negotiate in good faith as necessary to effectuate the purpose of this paragraph.

ARTICLE VIII - GUARANTEE AND INDEMNIFICATION

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

8.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the negligence of Developer, its agents, contractors or employees (except to the extent caused by the negligence or willful misconduct of the Village, its employees, agents or contractors), in connection with

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

8.03 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION.

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

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

- (1) The indemnified party shall provide the indemnifying party notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the indemnified party's failure to timely notify the indemnifying party shall not prevent or in any way impair recovery by such party unless the indemnifying party is materially prejudiced as a result of such failure;

(2) Subject to paragraphs (c) through (f) below, the indemnifying party diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;

(3) The indemnified party may at its own expense hire counsel or consultants to monitor the Claim;

(4) The indemnifying party shall not, without the prior written consent of the indemnified party, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;

(5) The indemnifying party shall lose its right to defend, negotiate and settle any Claim if, in the reasonable judgment of the indemnified party, it fails to diligently defend, negotiate or settle such Claim. In the event that the indemnifying party has lost its right to defend, negotiate or settle any Claim: (i) the indemnified party shall have the right, without prejudice to its right of indemnification hereunder, at the indemnifying party's cost and expense, to defend, negotiate and settle any Claim, and (ii) the indemnifying party shall pay such reasonable costs and expenses incurred by the indemnified party within twenty (20) days of receipt of written notice from the indemnified party;

(6) If the indemnifying party does not timely assume responsibility for any Claim, the indemnified party shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of the indemnifying party, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

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

(1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.

(2) Personal and public liability insurance having limits of not less than \$1,000,000.00.

(3) Property damage insurance having limits of not less than \$500,000.00.

- (4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

ARTICLE IX - TIME OF COMPLETION

9.01 COMPLETION DATE. Subject to the terms of this Agreement, Developer shall complete Building 1 and Building 2 of the Project, which shall include installation of utility service, construction and installation of the sanitary sewer and water main improvements, stormwater facilities, driveways, parking lots, landscaping berms, and all other site work and improvements as may be required pursuant to the Developer's Plans for the Project, consistent with the schedule identified in Section 1.02. Each building shall be deemed completed upon a certificate of occupancy (whether the certificate is temporary, final, conditional or unconditional) being issued by the Village and the Village accepting the water and sanitary sewer main extensions in accordance with the terms of this Agreement.

9.02 DEFAULT.

- (1) The occurrence of any one or more of the following events shall constitute a default by Developer:

(a) Developer fails to pay any amounts when due under this Agreement and further fails to pay such amounts on or before fifteen (15) days following written notice of such failure; or

(b) Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the Village (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the Village or such longer period of time as is reasonably agreed to by the Village); or

(c) Developer:

(i) Makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or

(ii) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(iii) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(iv) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment; or

(v) adopts a plan of complete liquidation of its assets.

(2) The Village shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Village has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

(3) Upon the occurrence of any default by either party and following the notice requirements set forth above, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity.

(4) No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

(5) In the event of the default by either party, all reasonable fees, cost and expenses incurred by the nondefaulting party, including reasonable attorney's fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

9.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to

procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

ARTICLE X – NOTICES

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or (iii) two business days following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, or (iv) upon transmission if by facsimile or email, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the Village: Village of Germantown
ATTN: Steven Kreklow, Administrator
PO Box 337
N112 W17001 Mequon Road
Germantown, WI 53022
Email address: skreklow@village.germantown.wi.us

AND a copy to: Brian C. Sajdak, Esq.
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St.
Franklin, WI 53132
Email address: brian@wrslegal.net

If to Developer: ZPG Development LLC
c/o Towne Realty, Inc., manager
710 N. Plankinton Avenue Suite 1200
Milwaukee, WI 53203
Attention: John W. Kersey, Executive Vice President
Phone: 414-274-2509
Email address: John.Kersey@Zilber.com

AND a copy to: Sandi DeLisle, Esq.
Corporate Counsel, Zilber, Ltd.
710 N. Plankinton Avenue Suite 1200
Milwaukee, WI 53203
Phone: 414-274-2438
Email address: Sandi.DeLisle@Zilber.com

If to Guarantor: Zilber Ltd.
710 N. Plankinton Avenue Suite 1200

Milwaukee, WI 53203
Attention: John W. Kersey, Executive Vice President
Phone: 414-274-2509
Email address: John.Kersey@Zilber.com

AND a copy to:

Sandi DeLisle, Esq.
Corporate Counsel, Zilber, Ltd.
710 N. Plankinton Avenue Suite 1200
Milwaukee, WI 53203
Phone: 414-274-2438
Email address: Sandi.DeLisle@Zilber.com

ARTICLE XI - GENERAL PROVISIONS

11.01 ORDINANCES AND REGULATIONS. All provisions of the Village's subdivision and platting code as set forth in Chapter 18 of the Municipal Code which are not inconsistent with or in conflict with any of the provisions of this Agreement are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein. In the event any provision set forth in this Agreement is in conflict with any provision set forth in any other Village code or ordinance, this Agreement shall control.

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

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

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

11.05 OWNERSHIP. Developer certifies and warrants to the Village that as of the Effective Date (as defined below) of this Agreement it is the sole owner of the real estate that comprises the Property. Village hereby consents to the periodic transfer of certain parcels of the Property (to be created by approved certified survey maps(s)), to single-purpose entities controlled by Developer, for purposes of development of parcels within the Property and/or obtaining lender financing. Developer shall provide the Village written notice of such transfer and notwithstanding any such transfer, shall remain responsible for all Developer obligations as otherwise set forth herein.

11.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Developer as an authorized officer of the same.

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

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

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

11.10 REAL ESTATE TAXES. Developer agrees to timely pay or cause to be paid to the Village general property taxes assessed and levied by the Village in connection with the Project under its applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the Village with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes. Developer further agrees that, until the closure of TID No. 8, it will not knowingly sell, lease, assign or otherwise transfer or convey any ownership interest in the Project to a person or entity that would directly result in the Property becoming exempt from general property taxation, nor otherwise use the Property in any manner that would cause all or a portion of the Property to be exempt from general property taxation unless the exempt entity or user first enters into a Payment in Lieu of Taxes (PILOT) Agreement with the Village upon such terms as are agreeable to the Village.

11.11 MEMORANDUM. A Memorandum of Agreement shall be recorded in the office of the Register of Deeds of Washington County, Wisconsin, prior to the recording of the mortgages securing any construction loan, or any other mortgage on the Project, it being understood by the parties that this Agreement will run with the land and will be binding upon the Project and any owner of all or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached Exhibit F.

11.12 TERMINATION. This Agreement and all rights and obligations hereunder shall terminate upon the earlier to occur of (i) full performance by Developer and the Village of all of their respective obligations under this Agreement; and (ii) upon termination of the District. Upon such termination, the parties shall execute and record a termination of all Memorandum of Agreement(s) recorded against the Property.

11.13 TIME. Time is of the essence as to completion by the parties of their respective obligations, and is a critical component in success of the Project and the District.

The parties agree that all actions, approvals, and consents required herein, shall be acted upon promptly and with diligence, and shall not be unreasonably withheld, conditioned or delayed.

11.14 ASSIGNMENT. Prior to substantial completion of Building 2, this Agreement may not be assigned by the Developer without the Village's consent, which may be granted or withheld in the Village's sole discretion, provided, however, Developer may assign or partially assign this Agreement to an entity that controls, is controlled by, or is under common control with, Developer without the consent of the Village. Notwithstanding the foregoing, the Developer may collaterally assign this Agreement to the Developer's lender(s) upon reasonable approval of the Village Attorney as to the form of the assignment. In the event that any such lender forecloses on its collateral and succeeds as Developer of the Property, the Village shall fulfill its obligations hereunder provided that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

11.15 EFFECTIVE DATE. This Agreement shall be binding on the Developer and deemed of full force and effect as of the date the Developer takes fee simple title to the Property ("Effective Date"). In the event Developer does not close on the acquisition of the Property, this Agreement shall be null and void.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of July 2018.

[SIGNATURE PAGES FOLLOW]

By: Towne Realty, Inc., manager

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

By _____
Dean Wolter, Village President

By _____
Deanna Boldrey, Village Clerk

Per Village Board Approval: Dated _____

[illegible]

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

Approved as to form:

Brian C. Sajdak, Village Attorney

GUARANTOR:

ZILBER LTD.

By: _____

Name: _____

Its: _____

STATE OF WISCONSIN)
) SS
COUNTY OF)

Personally came before me this ____ day of July 2018, the above-named, _____ of Zilber Ltd., to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged that he or she executed the foregoing instrument in such capacity.

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

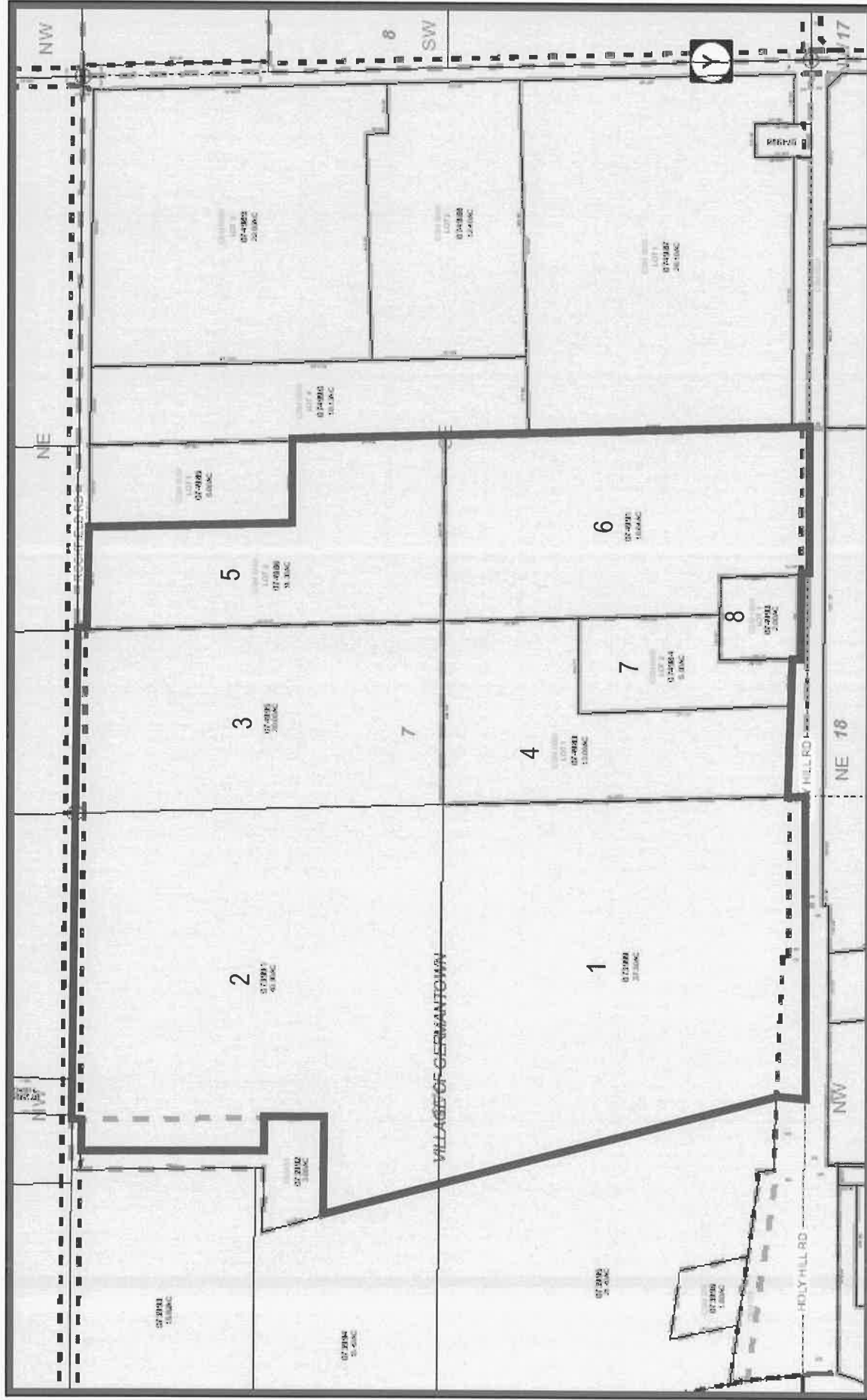
EXHIBIT A

LEGAL DESCRIPTION

(SEE ATTACHED)

PROJECT AREA MAP

ATTACHMENT TO REZONING & COMPREHENSIVE PLAN AMENDMENT APPLICATIONS - DATED 05/08/2018



May 8, 2018



EXHIBIT B

IMPROVEMENT PLANS

(SEE ATTACHED)

EXHIBIT B-1

VILLAGE'S PLANS

EXHIBIT B-2

DEVELOPER'S PLANS

EXHIBIT C

PRIVATE WATER MAIN
OPERATION, INSPECTION & MAINTENANCE AGREEMENT

(SEE ATTACHED)

EXHIBIT D

VILLAGE FEE SCHEDULE FOR PROJECT

(SEE ATTACHED)

EXHIBIT "D"

ZILBER Ltd.

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT
Survey Monuments	1.02	\$500.00 #
Grading (R.O.W. & Ponds)	1.03 & 1.11	\$155,232.00 #
Gravel Base and Asphalt Pavement	1.03	\$127,515.00 #
Asphalt Surface Coarse	1.03	\$34,863.00 #
Concrete Curb & Gutter	1.04	\$48,450.00 #
Sidewalks / Walk Paths	1.05	\$0.00
Sanitary Sewer System	1.06	\$230,000.00 #
Water System	1.07	\$226,000.00 #
Storm Sewer	1.08	\$242,750.00 #
Underground Utilities	1.09	\$0.00
Street Lights	1.1	\$57,000.00 #
Street Signs	1.08	\$5,000.00 #
Erosion Control	1.11 & 2.04	\$122,500.00
Storm Water System, Pond & Drainage	1.12	\$45,000.00
Permanent Barricades	1.13	\$2,500.00 #
SUB-TOTAL		\$1,297,310.00
DATA Conversion Fee (record drawings)	4.03	\$500.00 *
Improvement Review Fee: (Based on \$1,129,810.00)	4.03	\$17,872.63 *
Professional Fee (Attorney)	4.05	\$5,000.00 *
Inspection Fee (Estimate based on construction time)	4.05	\$15,000.00 *
SUB-TOTAL		\$38,372.63
BRIGGS & STRATON BUILDING (Estimated Value @ \$31 mil)		
IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE		
Sanitary Sewer (2.04 REC @ \$4,060 / REC)	4.02	\$8,282.40 **
Water (2.04 REC @ \$832 / REC)	4.02	\$1,697.28 **
Fire (0.63549/\$1000 Bldg Cost)	4.02	\$19,700.19 **
Police (0.2809/\$1000 Bldg Cost)	4.02	\$8,707.90 **
Park & Recreation	4.02	n/a **
Library	4.02	n/a **
SUB-TOTAL		\$38,387.77
TOTAL (Letter of Credit Amount)		\$1,297,310.00
* Amount to be Paid at Time of Signing of Development Agreement		\$38,372.63
** Amount to be Paid at Time of Briggs & Straton Building Permit Issuance		\$38,387.77
# Items used in calculation of (public) Improvement Review Fee		\$1,129,810.00

ZILBER Ltd.

Developer or Owner

John W. Kersey, Executive Vice President

Print Name

Date

Lawrence W Ratayczak, PE

Director of Public Works

Date

EXHIBIT E

COMPLETION GUARANTY

This Completion Guaranty ("Guaranty") of Zilber Ltd., a Delaware corporation ("Guarantor"), is made and entered into as of _____, 2018 ("Effective Date") for the benefit of the Village of Germantown ("Beneficiary"). All capitalized terms used in this Guaranty shall have the same meaning as set forth in the Agreement (defined below) or as otherwise set forth herein.

WITNESSETH:

WHEREAS, ZPG Development LLC ("ZPG") and Beneficiary, have entered into that certain Tax Increment District No. 8 Development Agreement dated _____, 2018 ("Agreement"), which Agreement sets forth the terms and conditions for the improvement and financing of certain work to be performed by ZPG as specifically set forth in the Agreement to construct Building 1 and Building 2 as defined therein pursuant to the Developer's Plans ("Developer's Work") on real estate being approximately 151.17 acres of vacant land in Germantown, Wisconsin ("Property").

WHEREAS, as of the date of the Guaranty, the Developer's Work to the Property has yet to be completed;

WHEREAS, Beneficiary has requested certain assurances with regards to the ability of ZPG to fully complete the Developer's Work pursuant to the Agreement; and

WHEREAS, the Guarantor desires to provide such assurances to the Beneficiary with regard to ZPG's ability to complete all of its obligations under and pursuant to the Agreement, all as herein set forth.

NOW, THEREFORE, in consideration of the premises and as an inducement to the Beneficiary to enter into the Agreement with ZPG, the Guarantor covenants and agrees with the Beneficiary as follows:

COVENANTS AND AGREEMENTS

Section 1.1. Guarantor hereby guarantees to Beneficiary for its benefit as follows:

(a) The prompt and complete observance, fulfillment and performance of all the conditions, covenants and other agreements of ZPG contained in the Agreement with regard to the completion of the Developer's Work;

(b) ZPG shall fully and punctually pay and discharge (i) the construction costs incurred in connection with the design, development and construction of the Developer's Work contemplated by the Agreement as the same may come due and payable, and (ii) all claims and demands for labor, materials and services used or incurred by ZPG in connection with the Developer's Work which are or may become due and payable or, if unpaid, may become due and payable with respect to the Developer's Work;

(c) The Property shall be and remain free and clear of all mechanics liens and any other liens and/or encumbrances that would have an immediate materially adverse impact on ZPG's ability to promptly complete the Developer's Work, arising from any and all persons, firms, corporations or other entities furnishing materials, labor or services for or in connection with the acquisition, design, development and construction of the Developer's Work; and

(d) In the event the Developer's Work is not completed pursuant to the Agreement, Guarantor shall fully indemnify, defend and save Beneficiary harmless from all costs, liabilities, expenses or damages, including, but not limited to, reasonable attorneys' fees and disbursements, which may arise by reason of ZPG's default in completion of the Developer's Work beyond any applicable cure periods under the Agreement, including any fees and costs incurred by Beneficiary in the enforcement of this Guaranty.

Section 1.2. The obligation of Guarantor under this Guaranty shall be absolute and unconditional upon a default by ZPG to complete the Developer's Work which is not timely cured and shall remain in full force and effect until ZPG has satisfied all of its obligations to complete the Developer's Work.

Section 1.3. Guarantor agrees that it is liable for all claims arising under this Guaranty to the full extent of such claims, and that Beneficiary may elect, in its sole discretion, to proceed against Guarantor without first proceeding against ZPG.

Section 1.4. It is expressly understood and agreed that until this Guaranty is terminated pursuant to Section 1.9 below, this is a continuing guaranty and that the obligations and liabilities of Guarantor under this Guaranty are and shall be primary, direct and immediate, shall not be conditional or contingent upon pursuit by Beneficiary of any remedies it may have against ZPG under the Agreement, whether pursuant to the terms thereof or by law. Without limiting the generality of the foregoing, Beneficiary shall not be required to make any demand on ZPG or otherwise pursue or exhaust its remedies against ZPG, before, simultaneously with or after enforcing its rights and remedies hereunder against Guarantor.

Section 1.5. Any defense of any kind or nature which ZPG has or may have against Beneficiary in connection with Beneficiary's performance of its obligations under the Agreement shall also be available to Guarantor as set off, counterclaim, reduction or diminution of any obligation of Guarantor arising pursuant to this Guaranty.

Section 1.6. Until the payment and performance in full of all obligations of ZPG contained in the Agreement with regard to the completion of the Developer's Work: (i) Guarantor shall not exercise any rights against ZPG arising as a result of any payment by Guarantor under this Guaranty, by way of subrogation or otherwise, and will not assert or prove any claim in competition with ZPG or its affiliates with respect to any payment hereunder in bankruptcy or insolvency proceedings of any nature; and (ii) Guarantor will

not claim any set-off or counterclaim against ZPG with respect to any liability of Guarantor to ZPG.

Section 1.7. If acceleration of the time for payment and/or performance by ZPG of all or any portion of ZPG's obligations regarding the Developer's Work is stayed upon the insolvency, bankruptcy, or reorganization of ZPG, such obligations shall nonetheless be payable by Guarantor hereunder forthwith on demand of Beneficiary.

Section 1.8. Guarantor represents and warrants to Beneficiary and its successors and assigns as follows:

(a) Guarantor has the power and authority and legal right to execute, deliver, and perform its obligations under this Guaranty, and this Guaranty constitutes the legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to the enforcement of creditor's rights against the Guarantor.

(b) The execution, delivery and performance by Guarantor of this Guaranty does not and will not violate or conflict with any law, rule or regulation, trust agreement, will or any order, writ, injunction, or decree of any court, governmental authority or agency, or arbitrator, and does not and will not conflict with, result in a breach of, or constitute a default under, or result in the imposition of any lien upon any assets of Guarantor pursuant to the provisions of any indenture, mortgage, deed of trust, security agreement, franchise, permit, license, or other instrument or agreement to which Guarantor or its properties are bound.

(c) No authorization, approval, or consent of, and no filing or registration with, any court, governmental authority, or third party is necessary for the execution, delivery, or performance by Guarantor of this Guaranty or the validity or enforceability thereof.

(d) Guarantor has independently and solely without reliance in any manner upon Beneficiary, and based upon consultation with the Guarantor's attorneys, accountants and other consultants and advisors and review of such documents and information as Guarantor has deemed appropriate, made its own analysis and decision to enter into this Guaranty.

Section 1.9. This Guaranty shall not create or confer any obligations whatsoever upon Guarantor for any of ZPG's obligations pursuant to the Agreement except as specifically set forth herein. As of the time of Substantial Completion of Building 1 and Building 2 as set forth in the Agreement, this Guaranty shall terminate ("Guaranty Termination") and be of no further force or effect as to any additional obligations beyond Guarantor's performance of or payment for the completion of the Developer's Work.

Section 1.10. Until such Guaranty Termination, this Guaranty shall be for the benefit of Beneficiary and its successors and assigns.

Section 2.1. Miscellaneous.

(a) No amendment or waiver of any provision of this Guaranty nor consent to any departure by the Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by Beneficiary. No failure on the part of Beneficiary to exercise, and no delay in exercising, any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

(b) This Guaranty is executed and delivered as an incident to transactions negotiated, consummated, and performable in Washington County, Wisconsin, and shall be governed by and construed in accordance with the laws of the State of Wisconsin. Guarantor hereby irrevocably (i) submits to the exclusive jurisdiction of the Circuit Court of Washington County, Wisconsin, and (ii) waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum or based upon any claims of diversity of citizenship. Guarantor agrees that service of any notice upon it shall be in writing and shall be made by personal delivery, facsimile or email. Guarantor's notice information is as follows:

Zilber Ltd.
710 North Plankinton Avenue, Suite 1200
Milwaukee, Wisconsin 53203
Attention: John W. Kersey, Executive Vice President
Phone Number: 414-274-2509
Facsimile Number: 414-274-2706
Email: John.Kersey@Zilber.com

A copy of any notice given to the Guarantor shall also be delivered in writing in the same manner and simultaneously to:

Zilber Ltd.
710 North Plankinton Avenue, Suite 1200
Milwaukee, Wisconsin 53203
Attention: Sandra J. DeLisle, corporate counsel
Phone Number: 414-274-2438
Facsimile Number: 414-274-2710
Email: sandi.delisle@zilber.com

(c) Guarantor hereby waives promptness, diligence, notice of any default under the ZPG's obligations regarding the Project, demand of payment, and notice of acceptance of this Guaranty.

(d) In construing the meaning of this Guaranty, the rule of construction against the drafter shall not apply. The titles and headings of this Guaranty are provided as a matter of convenience only and shall not be understood to define, limit, construe or describe the scope or intent of any provision of this Guaranty.

(e) In the event of any litigation between Beneficiary and the Guarantor under or pursuant to this Guaranty, the non-prevailing party shall pay the prevailing party all actual costs and expenses of such litigation, including reasonable attorneys' fees, incurred by such prevailing party.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed in its name and behalf as of the date first above written.

ZILBER LTD.

By: _____
John W. Kersey, Executive Vice President

JOINDER

For good, valuable and sufficient consideration, receipt which is acknowledged, the undersigned Beneficiary hereby joins in this Guaranty for purposes of acknowledging and agreeing to all of the terms thereof.

IN WITNESS WHEREOF, Beneficiary has caused this Joinder to be executed in its name and behalf as of the date first above written.

VILLAGE OF GERMANTOWN

By: _____

By: _____

EXHIBIT F

MEMORANDUM OF
DEVELOPMENT AGREEMENT

Document Number

Document Title

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (“Memorandum”) is made effective as of the ____ day of _____, 2018, by and between ZPG Development LLC, a Wisconsin limited liability company (“**Developer**”), and the **VILLAGE OF GERMANTOWN**, a municipal corporation of Washington County, Wisconsin (“**Village**”).

Recording Area

Name and Return Address

WITNESSETH:

PIN: _____

WHEREAS, Developer and the Village entered into that certain Development Agreement dated _____, 2018 (“**Development Agreement**”). The full Development Agreement is available for inspection and copies can be obtained at the Village of Germantown Village Hall; and

WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Washington County, State of Wisconsin in order to place third parties on notice of the Development Agreement and the Developer’s and the Village’s rights and obligations thereunder, some of which are hereinafter summarized.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the Village hereby acknowledge as follows:

1. **PROPERTY.** The “**Property**” is land located in the Village of Germantown, Washington County, State of Wisconsin, legally described on Exhibit A attached hereto.

2. **TERM.** The Development Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms.

3. **NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement shall in all events control the relationship between Developer and the Village with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

4. **COUNTERPART SIGNATURES.** This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and the Village have executed this Memorandum effective as of the date first written above.

DEVELOPER:
ZPG Development LLC
By: Towne Realty, Inc., manager

VILLAGE:
VILLAGE OF GERMANTOWN

By: _____ By: _____
Name: Dean Wolter, Village President
Title:

Attest:

By: _____
Deanna Boldrey, Village Clerk

STATE OF WISCONSIN
COUNTY) SS.

Personally appeared before me this ____ day of _____, 2018,
the above-named _____, the
_____ of _____, to me known to
be the persons who executed the foregoing agreement on behalf of the Developer and
by its authority.

Notary Public State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN
MILWAUKEE COUNTY) SS.

Personally appeared before me this ____ day of _____, 2018,
the above-named Dean Wolter and Deanna Boldrey, Mayor and Village Clerk,
respectively, of the Village of Germantown, Wisconsin, to me known to be the persons
who executed the foregoing agreement on behalf of the Village and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

GUARANTOR:

Zilber Ltd.

By: _____
John W. Kersey, Executive Vice President
Date:

STATE OF WISCONSIN

) SS.

COUNTY

Personally appeared before me this ____ day of _____ 2018,
the above-named John W. Kersey, the Executive Vice President of Zilber Ltd., to me
known to be the persons who executed the foregoing agreement on behalf of the
Guarantor and by its authority.

Notary Public State of Wisconsin

My commission expires: _____

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: July 2, 2018

AGENDA ITEM: Public Hearing & New Business (**CONDITIONAL USE PERMIT**)

ITEM TITLE: Rosanne & Daniel Tetzlaff, Property Owners, W197 N12525 Prairie Ridge Court; Conditional Use Permit (CUP) to allow Poultry Raising in a Rs-1: Single-Family Zoning District

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

SUMMARY EXPLANATION:

Rosanne & Daniel Tetzlaff, property owners of a 5-acre residential parcel located at W197 N12525 Prairie Ridge Court (Isabelle Farms Subdivision), are requesting approval of a CUP to allow the “raising of poultry for family consumption” on their Rs-1 zoned property.

The Tetzlaff’s intend to raise six to eight chickens (hens only no roosters) for non-commercial purposes. Highlights of the proposal include:

- 6-8 chickens (breed known to be tame, friendly and quiet)
- Construction of a small 4’ tall, 16 sqft chicken coop with portable fenced-in runs to be placed in the side or rear yard
- Predator-proof coop construction w/ hardware cloth & galvanized roof
- Composted waste re-used on site for gardening purposes
- Use of odor-reducing bedding, neutralizers and regular cleaning

The coop will be in the rear yard a min. of 50’ from the nearest residential building and a min. of 100’ from all property lines (required under 9.11 of the Village Code; Section 9: Public Peace and Good Order). In addition, the Isabelle Farms Homeowner’s Association has specific restrictions that allow the raising of chickens (included in staff report).

ATTACHMENTS:

- ◆ 5/14/18 Staff Report
- ◆ 5/14/18 Plan Commission Meeting Minutes
- ◆ Draft CUP

PLAN COMMISSION RECOMMENDATIONS:

APPROVE a Conditional Use Permit for Rosanne & Daniel Tetzlaff to allow the “raising of poultry for family consumption” on their property located at W197 N12525 Prairie Ridge Court subject to two (2) conditions (see draft CUP).

NOTICE OF PUBLIC HEARING VILLAGE OF GERMANTOWN

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

DATE: Monday, July 2, 2018
TIME: 7:00 p.m. or later

The purpose of said hearing is to hear any and all parties, their attorneys or agents, for or against the application filed by the following Applicants for a CONDITIONAL USE PERMIT (CUP) to allow the "raising of poultry for family consumption" from the property described below pursuant to Section 17.14(2)(a) of the Village Zoning Code:

Applicant: Rosanne and Daniel Tetzlaff, Property Owners

Property: W197 N12525 Prairie Ridge Court
Tax Key: GTNV 172-011

Lot 11 of Isabelle Farms Subdivision, Section 17, Town 9 North, Range 20 East in the Village of Germantown, Washington County, Wisconsin. 5.01 Acres.

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

Dated this 7th day of June 2018
Deanna Boldrey, Village Clerk

To Be Published On: June 13th and June 20, 2018

PLAN COMMISSION MINUTES
May 14, 2018

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

ROLL CALL: Chairman Dean Wolter, Trustee David Baum, Commissioners Peter Nilles, Tony Laszewski, Bob Williams and Matt Kimmler were present. Commissioner Bill Shadid was absent and excused. Also present were Community Development Director/Village Planner Jeff Retzlaff and Planning Assistant Lori Johnson. Chairman Wolter welcomed new Plan Commission member Matt Kimmler.

PUBLIC INPUT: None

APPROVAL OF MINUTES: *MOTION Baum second Laszewski to Approve the minutes from 4-23-18. MOTION carried unanimously.*

Daniel & Rosanne Tetzlaff, W197 N12525 Prairie Ridge Ct. The property owners of a 5-acre residential parcel located in the Isabelle Farms Subdivision are requesting approval of a Conditional Use Permit (CUP) to allow the raising of poultry for family consumption on their property in the Rs-1 Single Family Zoning District. Planner Retzlaff summarized the proposal.

MOTION Baum second Laszewski to Approve a conditional use permit for Rosanne & Daniel Tetzlaff to allow the “raising of poultry for family consumption” on their property located at W197 N12525 Prairie Ridge Court subject to the following conditions:

- 1. The uses and activities allowed on the property shall be limited to those uses and activities and relative locations specified in the conditional use permit application (CUP) and supporting materials dated April 16, 2018. The physical facilities from which said uses and activities are permitted include the proposed coop and runs and shall be constructed and used as specified in the application and supporting materials.***
- 2. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the permitted conditional uses and activities which cause special problems or harmful effects associated with the permitted uses and activities that were not revealed or anticipated at the time this CUP was granted, or, where conditions imposed by this CUP that were anticipated to mitigate or eliminate harmful effects associated with the uses and activities but are subsequently insufficient to do so, or, for similar cause based upon consideration for the public comfort, safety, and welfare, this conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.***

MOTION carried unanimously.

Phylmack LLC, Agent for Speaker Properties LLC and J.W. Speaker Corporation – N121 W19996 Dalebrook Drive, Lot 1 and 2 in Block 5 of Neuland Subdivision on Josephine Drive. Proposal to amend the Speaker Corporation PDD by adding additional land to the PDD, modifying the General Development Plan and revising certain restrictions in the Conditions & Restrictions Resolution. Planner Retzlaff summarized the proposal.

CUP # xx-18

Document No.

CONDITIONAL USE PERMIT

Document Title

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

Whereas the Applicants:

Rosanne & Daniel Tetzlaff, Property Owners

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

Now, therefore, this permit is issued to the Applicants to permit the raising of chickens from the property located at W197 N12525 Prairie Ridge Court pursuant to Section 17.15(2)(a) of the Village Zoning Code.

Name & Return Address:

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

Parcel Identification No:

GTNV 172-011

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

Lot 11 of Isabelle Farms Subdivision, Section 17, Town 9 North, Range 20 East in the Village of Germantown, Washington County, Wisconsin. 5.01 Acres.

Tax Key No: 172-011

Address: W197 N12525 Prairie Ridge Court

Pursuant to the following condition(s):

1. The uses and activities allowed on the property shall be limited to those uses and activities and relative locations specified in the conditional use permit application (CUP) and supporting materials dated April 16, 2018. The physical facilities from which said uses and activities are permitted include the proposed coop and runs and shall be constructed and used as specified in the application and supporting materials.
2. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the permitted conditional uses and activities which cause special problems or harmful effects associated with the permitted uses and activities that were not revealed or anticipated at the time this CUP was granted, or, where conditions imposed by this CUP that were anticipated to mitigate or eliminate harmful effects associated with the uses and activities but are subsequently insufficient to do so, or, for similar cause based upon consideration for the public comfort, safety, and welfare, this conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin
on the ____ day of _____, 2018.

Dean Wolter, Village President

ATTEST:

_____, Village Clerk

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2018, the above
named Dean Wolter, Village President, and _____, Village Clerk, to me known
to be the persons who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

ACCEPTANCE OF TERMS AND CONDITIONS BY OPERATOR

As Applicants and Property Owners, Roseanne & Daniel Tetzlaff, we hereby accept the terms and conditions set forth in this permit and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2018

Print Name

Print Name

Signature- Roseanne Tetzlaff

Signature- Daniel Tetzlaff

STATE OF WISCONSIN) SS
_____) COUNTY)

Personally came before me this ____ day of _____, 2018, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

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

CONDITIONAL USE PERMIT APPLICATION
5/14/18 Plan Commission Meeting

Rosanne & Daniel Tetzlaff

Village Planner Report

Germantown, Wisconsin

Summary

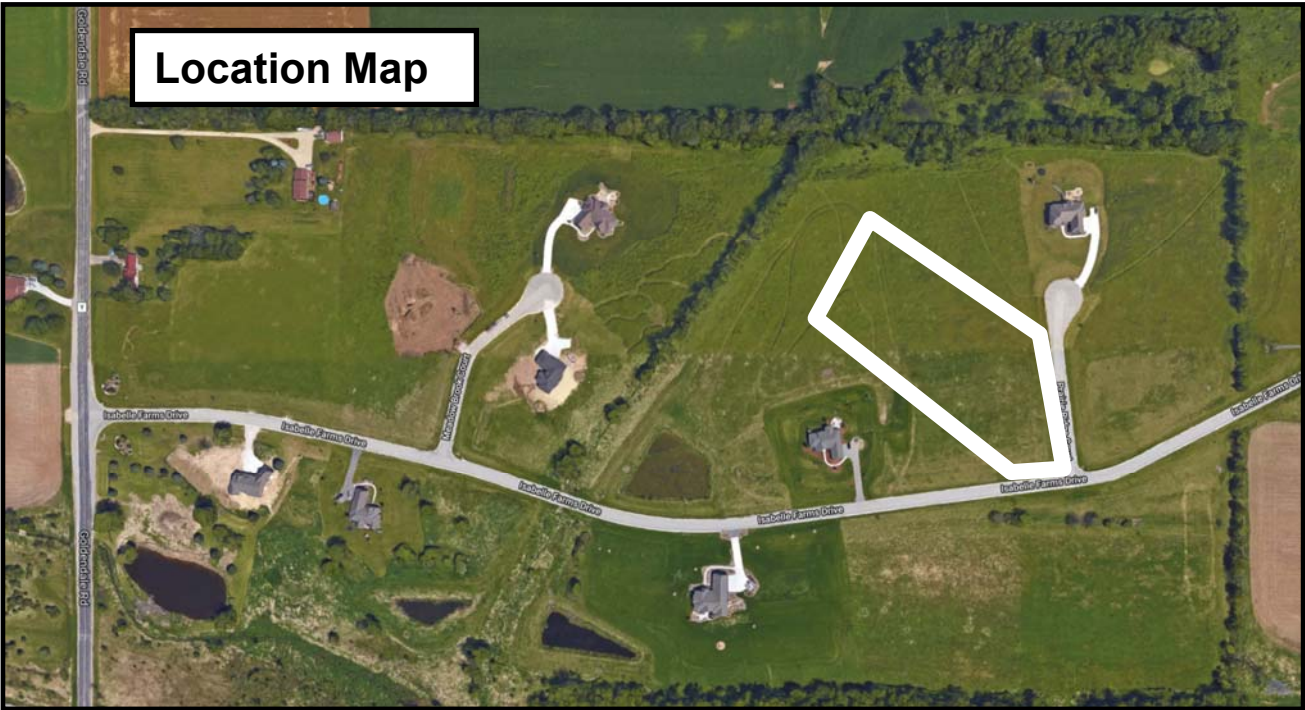
Rosanne & Daniel Tetzlaff, property owners of a 5-acre residential parcel located at W197 N12525 Prairie Ridge Court (Isabelle Farms Subdivision) are requesting approval of a Conditional Use Permit (CUP) to allow the “raising of poultry for family consumption” on their property in a Rs-1: Single-Family Zoning District.

Location: W197 N12525 Prairie Ridge Court

**Applicant/
Property Owner:** Rosanne & Daniel Tetzlaff
W197 N12525 Prairie Ridge Court
Germantown, WI

Current Zoning: Rs-1: Single-Family

Adjacent Land Uses		Zoning
North	Residential	Rs-1
South	Residential	Rs-1
East	Residential	Rs-1
West	Residential	Rs-1



Proposal

Rosanne & Daniel Tetzlaff, property owners of a 5-acre residential parcel located at W197 N12525 Prairie Ridge Court (Isabelle Farms Subdivision) are requesting approval of a Conditional Use Permit (CUP) to allow the “raising of poultry for family consumption” on their property in a Rs-1: Single-Family Zoning District.

As presented in Tetzlaff’s application and supporting documentation (dated April 16, 2018), the Tetzlaff’s intend to raise six to eight chickens (hens only no roosters) for non-commercial purposes. Highlights of the proposal include:

- 6-8 chickens (breed known to be tame, friendly and quiet)
- Construction of a small 4’ tall, 16 sqft chicken coop with portable fenced-in runs to be placed in the side or rear yard
- Predator-proof coop construction w/ hardware cloth & galvanized roof
- Composted waste re-used on site for gardening purposes
- Use of odor-reducing bedding, neutralizers and regular cleaning

The coop will be located in the rear yard a min. of 50’ from the nearest residential building and a min. of 100’ from all property lines (required under 9.11 of the Village Code; Section 9: Public Peace and Good Order). In addition, the Isabelle Farms Homeowner’s Association has adopted a specific set of allowances and restrictions that allow the raising of chickens (details provided in the April 16 support materials).

Staff Comments**Planning & Zoning**

The Rs-1 Zoning District specifically provides for the raising of poultry “... for family consumption only” with a conditional use permit. As is the case with the HOA restrictions, this allowance has been interpreted to mean for non-commercial purposes. Which is not to say eggs and/or the chickens themselves cannot be sold for financial gain in a manner or on an occasional basis. If retail sales occur and evolve into an amount and/or on a regular basis that has the effect of changing the character of, the Village may require review of the operation under the Village’s home-based business regulations. However, it’s likely enforcement of the HOA restrictions would occur before Village enforcement would be necessary. With that said, the HOA needs to be aware that the Village will not/cannot enforce the private HOA restrictions.

Village Planner Recommendation

APPROVE a conditional use permit for Rosanne & Daniel Tetzlaff to allow the “raising of poultry for family consumption” on their property located at W197 N12525 Prairie Ridge Court subject to the following conditions:

1. The uses and activities allowed on the property shall be limited to those uses and activities and relative locations specified in the conditional use permit application (CUP) and supporting materials dated April 16, 2018. The physical facilities from which said uses and activities are permitted include the proposed coop and runs and shall be constructed and used as specified in the application and supporting materials.
2. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the permitted conditional uses and activities which cause special problems or harmful effects associated with the permitted uses and activities that were not revealed or anticipated at the time this CUP was granted, or, where conditions imposed by this CUP that were anticipated to mitigate or eliminate harmful effects associated with the uses and activities but are subsequently insufficient to do so, or, for similar cause based upon consideration for the public comfort, safety, and welfare, this conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.



Village of

Germantown
Willkommen

Fee must accompany application

☐ \$1460 Paid _____ Date _____

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

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

1 APPLICANT OR AGENT

Rosanne Tetzlaff
Daniel Tetzlaff

Phone (262) 313-8526

Fax ()

E-Mail rotetzlaff@gmail.com

PROPERTY OWNER

Rosanne Tetzlaff
Daniel Tetzlaff

Phone (262) 313-8526

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

Rosanne and Daniel Tetzlaff

3 PROPERTY ADDRESS

W197 N12525 Prairie Ridge Ct.

TAX KEY NUMBER

GTNV 172011

4 DESCRIPTION OF EXISTING OPERATION

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

See Attachment

5 DESCRIPTION OF PROPOSED OPERATION

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

See Attachment

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

See Attachment

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY — REQUIRED

6

Attach pages as necessary.

See Attachment

SUPPORTING DOCUMENTATION:

7

- ☐ Site plan and elevations for new construction (can be conceptual) *N/A*
- ☒ Photos of existing use and/or proposed use operating elsewhere
- ☒ Subdivision HOA Restrictions
- ☒ Detailed Proposal, including measures to address potential concerns

READ AND INITIAL THE FOLLOWING:

8

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

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

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

SIGNATURES — ALL APPLICATIONS MUST BE SIGNED BY OWNER!

9

Applicant

[Signature]

Date

4/16/18

4/16/18

Owner

[Signature]

Date

4/16/18

4/16/18

CONDITIONAL USE PERMIT APPLICATION – ATTACHMENT (TETZLAFF, APRIL 16, 2018)

4. Description of Existing Operation

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

The current use of our property is that of a single-family dwelling that complies with the Rs-1 Zoning Code (17.14). There is no business, and thus, no employees or hours of operation. This Conditional Use would not involve any new construction of any kind with a foundation.

5a. Description of Proposed Operation

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

17.14.2 (a):

Chapter 17: CHAPTER 17 - ZONING CODE

17.14: Rs-1 SINGLE-FAMILY RESIDENTIAL DISTRICT

17.14.2: CONDITIONAL USES

17.14.2 (a): Raising of poultry, fowl, animals or fish for meat or by-products for family consumption only

Also see:

- **17.42:** CONDITIONAL USES
- **9.11:** KEEPING OF LIVESTOCK, POULTRY, WILD AND EXOTIC ANIMALS REGULATED

5b. Description of Proposed Operation

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

In brief, the Proposed Use would be the raising of a small number of female chickens for non-commercial purposes, further complying with all Village ordinances (including section 9.11) and state law. Our current plan is to raise approximately six to eight hens. (Our subdivision permanently restricts the quantity to 12.)

We live on a five acre lot in the center of the Isabelle Farms subdivision and believe that raising a small number of hens is congruent with the rural character of our subdivision as it exists within the Village. Further, we believe that this will help teach our boys (currently aged nine and four) about animals, the outdoors, sustainability, and responsibility.

As a private/family project, there will be no corporation, employees, or hours of operation. There will also be no new construction of any kind with a foundation; we will only assemble a small chicken coop (approximately 16 square feet) that can be located as needed. (See full details in section 7 of this application.)

6. Metes and Bounds Legal Description of Property:

Lot 11, Isabelle Farms, part of the Northwest 1/4, Northeast 1/4 and Southwest 1/4 of the Northeast 1/4 and part of the Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 17, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

7. Supporting Documentation:

Building & Setbacks:

This Conditional Use will not include the construction of any building with a foundation. We do plan to assemble one chicken coop for housing the hens. The coop that we plan on assembling is approximately 16 square feet and less than four feet tall. It will be styled and painted to match our primary residence. It will be located in our back yard (which is approximately three acres) where it will not be visible from the road, and well within compliance of the setback requirements delineated in Village ordinance 9.11 (4): Not less than 50 feet from our primary residence and not less than 100 feet from adjacent property lines.

Runs:

Our chickens will generally be confined to their coop, but will also be allowed at certain times to enter fenced-in runs. These runs are more restrictive than the fencing requirements of chapter 90 of the Wisconsin statutes (referenced in Village ordinance 9.11.3.1). See pictures at the end of this document.

Subdivision Restrictions:

In addition to complying with the terms set forth in the Conditional Use permit, village ordinance, and state law, we will also be bound further by the restrictions in place with the Isabelle Farm HOA bylaws. Note that on April 12, 2018, after garnering the support of 90% of the lot owners in the subdivision, our HOA approved an amendment to our declarations, explicitly allowing for the raising of chickens. Below is the actual language that was approved and recorded with Washington County:

3.13 Animals. No animals or livestock of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other small household pets (such as canaries or parakeets), chickens (subject to the conditions set forth in 3.13a), and horses (as allowed by the local zoning ordinances) may be kept in a manner which will not disturb the high type and quality of life and the environment of the Property, provided that no animals shall be kept, bred, or maintained for any commercial purposes.

(a) Chickens

- i. Only females/hens are allowed; no males/roosters shall be allowed.
- ii. Total quantity per Lot shall not exceed:
 - a. 12 hens per Lot for Lots 1-16 (*5 acre lots*);
 - b. 8 hens per Lot for Lots 17-21 (*2 acre lots*).
- iii. Chicken coop restrictions:
 - a. Only one chicken coop shall be allowed per Lot;
 - b. Chicken coop interiors are not to exceed 36 square feet;
 - c. Chicken coops shall be aesthetically harmonious with the primary dwelling and the rural character of the subdivision. Approval from the Architectural Committee is required.
 - d. Chicken coops shall be maintained and cleaned as necessary as to prevent unpleasant sights and odors.
- iv. Chicken coop setback restrictions:
 - a. Not less than 75 feet from Village road right-of-ways;
 - b. Restricted to the side or rear of the primary dwelling; written approval from adjacent property owners is required.
 - c. Any building or structure constructed or to be used for the keeping, maintaining and housing of poultry (chickens) shall be set back a minimum of 50 feet from any residential building and 100 feet from all adjacent property lines. (Complies with village ordinances.)

Subdivision Approval:

Note that for the purposes of our Subdivision HOA, we have already obtained written approval from our adjacent neighbors, and the chicken coop will be assembled and styled to meet approval of our Subdivision's Architectural Control Committee.

We understand that Village residents still have the right to voice their concerns, if desired, at a public hearing. We are committed to pleasing all of our neighbors, and as such, trying to propose our Conditional Use in such a manner to alleviate all potential concerns. The following sections of this document describe in detail some of our efforts to this end.

Noise Concerns:

As per our subdivision HOA, there will be no roosters; all of the chickens will be females. Further, the breeds that we are selecting from the hatchery are breeds that are specifically known to be quiet, tame, friendly, and docile.

Smell Concerns:

The chickens will be housed in a coop that is marketed as easy to clean; the chicken waste is easily accessible from the ground level and the waste can be raked out easily. The chicken waste will also be composted in a sealed container and used in our garden.

The bedding in the coop will be pine shavings (as opposed to straw or other bedding materials), which is optimal for absorbing odor and moisture. Odor neutralizers such as "Sweet PDZ" will be utilized during weekly cleaning of the coop to address ammonia byproduct of waste. Further, the coop will be deep cleaned three-to-four times per year.

Yard Maintenance:

The breeds that we are selecting from the hatchery are breeds that are not heavy foragers and are known to not dig to the extent that it would result in property destruction. Instead, they are marketed as homesteading, backyard, and pet breeds. In addition, the runs can be made portable to allow the chickens to graze in different areas of the property (so as to avoid grazing in the same area repeatedly), if desired.

Predators:

The chicken coop will be predator-proof from the top and sides (due to its galvanized roof and hardware cloth screens) as well as from the ground (to protect from digging predators)...

The coop will be placed on 12-inch paver stones that cover the entire perimeter of the coop and the runs, as evidence suggests that digging predators will typically dig for about three inches before giving up.

The runs will be protected with hardware cloth on all sides, including the top (to protect from predators from above such as hawks).

Photos of proposed use operating elsewhere:

Here are a few pictures of the coop that we plan to assemble with our sons. As a reminder, we will be painting the coop to match our primary residence:

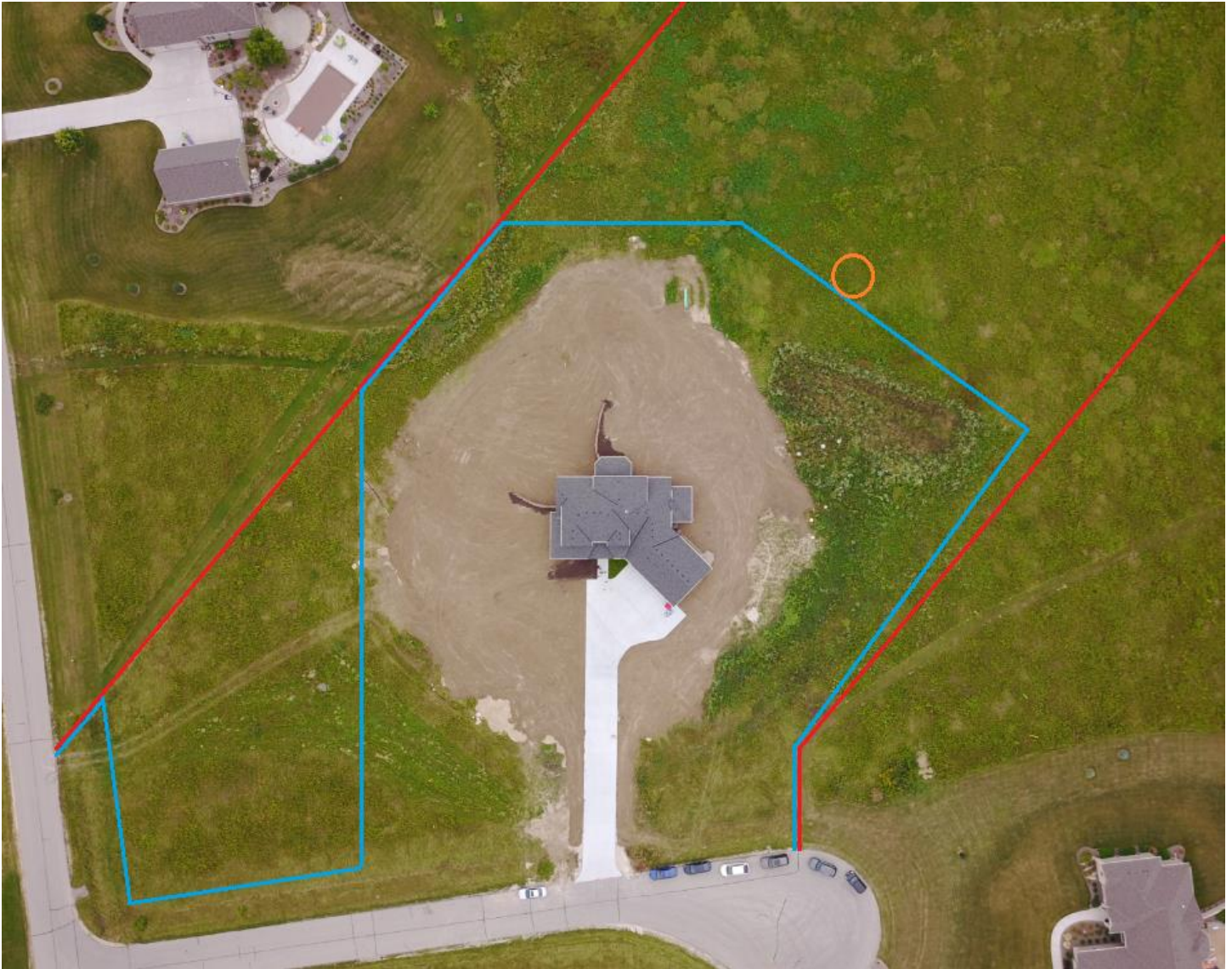


The following two photos show examples of the coop and the runs; various styles and configurations are possible.



This picture shows our house and lot shortly after construction, before the lawn has been installed. North is to the right.

- Our lot boundary is shown in red lines; note that the lot extends to the upper-right (northwest) off the end of the picture.
- The lawn/grass outline is drawn in blue. The area outside of the blue line is prairie grass.
- The orange circle represents where we are thinking of placing the chicken coop.



BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: July 2, 2018

AGENDA ITEM: New Business (CERTIFIED SURVEY MAPS)

ITEM TITLE: J.W. Speaker Corporation, Agent for Phylmack LLC and Speaker Corporation LLC, Property Owners; 144-acres on Freistadt Road east of Goldendale Road; two (2) Certified Survey Maps (Lot Combination)

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

SUMMARY EXPLANATION:

The J.W. Speaker Corporation is requesting approval of two (2) Certified Survey Maps (CSM) to combine parcels that comprise the J.W. Speaker Corporation Planned Development District.

ATTACHMENTS:

- ◆ 6/25/18 Staff Report
- ◆ 6/25/18 Plan Commission Meeting Minutes
- ◆ Draft CSM's (2)

PLAN COMMISSION RECOMMENDATIONS:

APPROVE the proposed two (2) Certified Survey Maps (CSM) to combine parcels for the Speaker campus subject to (2) conditions:

1. The CSM's shall be revised to contain and/or refer to appropriate cross-access and storm water management easements to be recorded prior to or concurrent with recording the CSM's.
2. The CSM's shall be revised to show the parking, building and other setbacks specifically created for the Speaker PDD.1-lot Certified Survey Map (CSM) as proposed.

**SITE PLAN, SIGN REVIEW &
CERTIFIED SURVEY MAP (CSM) APPLICATION**
6/25/18 Plan Commission Meeting

Kubala Washatko Architects / J.W. Speaker Corp.

Village Planner Report

Germantown, Wisconsin

Summary

Paul Rushing, Kubala Washatko Architects, agent for the J.W. Speaker Corporation, is requesting approval of site development and building plans for a 56,890 sqft office/assembly facility located on a 54.8-acre parcel within the 144-acre Speaker Corporation campus on Freistadt Road, and, two (2) Certified Survey Maps (CSM) to combine parcels.

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

Agent/

Property Owner:	Paul Rushing	Jamie Speaker, Co-President
	TKWA Architects	J.W. Speaker Corporation
	W61 N617 Mequon Ave	N120 W19434 Freistadt Road
	Cedarburg, WI	Germantown, WI

Current Zoning: M-1: Limited Industrial/PDD (J.W. Speaker Corporation PDD)

Adjacent Land Uses		Zoning
North	Agricultural/Residential	A-1/Rs-1
South	Agricultural/Institutional	A-1/I
East	Industrial	M-1
West	Agricultural	A-1



Background

On October 9, the Village Board Plan approved the creation of the J.W. Speaker Corporation Planned Development District (PDD) for purposes of guiding all development within the 144-acre Speaker Corporation campus. The General Development Plan (GDP) that was adopted for the PDD (copy attached) established the general size, location, and phasing of Speaker Corporation buildings proposed within the PDD, including the location of a new east-west driveway through the Speaker campus, location of the Surface Mount Technology (SMT) facility, Design Center, corporate retreat center, existing manufacturing facility, storm water management facility and perimeter landscaping and buffering all within the PDD. The Village also created a new Tax Incremental Financing District (TID#7) for purposes of extending sewer and water utilities along Goldendale Road to serve development within the PDD. Currently, the Village is in the process of bidding out contracts for construction of the sewer and water utilities expected to commence later this summer.

Proposal: Site Development & Building Plans

At this time, the Speaker Corporation has submitted detailed site development and building plans for review and approval of the following Phase 1 site and facility improvements, including the SMT facility, storm water management and landscaping as shown in the current GDP (recently revised to include an additional 3.0 acres of land at the end of Dalebrook Drive and relocate the Design Center south of the driveway):

Phase 1: Site Improvements

- Construct 30' wide east-west access driveway from Goldendale Road to the existing Speaker facility parking lot (partial re-configuration required to tie into existing parking lot);
- Install water & sanitary sewer facilities from Goldendale Road to the existing Speaker facility;
- Construct two (2) parking areas along east-west driveway with a total of 203 parking stalls to serve the SMT and future Design Center facilities;
- Construct/install two (2) storm water management basins w/ bioretention ponds and associated swales and on-site storm sewer sized to accommodate run-off from the proposed driveway, parking areas and SMT facility, as well as, the future Design Center and Phase 4 development (northwest area of the campus);
- Install perimeter and internal landscaping & earthen berms for visual buffering along east-west driveway and between the Neuland residential subdivision to the west.

Phase 1: Building Improvements (Surface Mount Technology Building)

- 56,890 sqft one-story (w/ an additional 10,385 sqft for future assembly/production and shipping/receiving expansion)
 - o 14,890 sqft office
 - o 34,000 sqft production/assembly
 - o 8,000 sqft shipping/receiving
- Painted pre-cast concrete wall panels and "fin" columns (23' and 30' max wall height); west elevation has a pre-finished corrugated metal siding expansion wall
- aluminum storefront windows w/ sun louver accent features above
- 2 elevated loading docks & 2 overhead door docks
- Roof-mounted mechanicals w/ pre-finished corrugated metal roof screen wall

Current electronic circuit board assembly operations, including office, storage and shipping functions, will be relocated from the existing manufacturing facility into the SMT facility upon completion. Hours of operation in the SMT facility are expected to be the same 11:00pm Sunday through 11:00pm Friday in three shifts. The number of employees is expected to start at 46 with an increase to 119 employees (spread over the three shifts) over a 5-year time period. The primary "SMT" process involves the assembly of electronic circuit boards by an automated process of mounting transistors and diodes to printed circuit boards that are eventually installed in various finished products elsewhere. The process does not produce external noise, smoke, dust, vibration or other by-products. [For more information about the SMT process visit: <http://www.radio-electronics.com/info/data/smt/what-is-surface-mount-technology-tutorial.php>].

Access & Parking. Access to the SMT facility will be provided by the new east-west driveway being constructed from Goldendale Road to a connection into the existing parking area south of the existing manufacturing facility. Employees, visitors and deliveries destined to/from the SMT facility will have access to both Goldendale Road and Freistadt Road. A total of 203 parking stalls will be constructed (98 stalls recommended under the Village's guidelines) to serve both the SMT and future Design Center facilities.

Storm Water Management. A total of 206,480 sqft of impervious surfaces are proposed as part of the SMT development or 8.6% of the total 54.8-acre parcel site leaving 91.4% in open/green space and storm water basins. The SMT facility, Design Center and east-west driveway will be served by two (2) storm water basins. One basin is located west of the SMT facility (east of the Neuland subdivision) and the second basin locate east of the SMT facility between the SMT and Design Center buildings. On-site storm sewer and swales will be used to divert run-off into the two basins.

Landscaping & Buffering. A significant amount of landscaping is proposed in and around the entire Phase 1 development area that includes the SMT facility, east-west driveway, parking areas, storm water basins and perimeter areas adjacent to the Neuland residential subdivision.

The earthen berms that are proposed are different in shape and number than what was originally envisioned under the GDP, but the overall impact in terms of visual buffering and naturally-appearing plantings and other landscaping features. Rather than install a series of smaller, unnatural looking "moguls", larger berms are to be installed along both sides of the east-west driveway and closer to the perimeter of the property adjacent to the Neuland residential area where the view from those residential lots not already obscured by the existing wooded area would be most affected (i.e. buffered). The creation of a glacial moraine type feature using 1'-3' diameter boulders found on-site running through the site near the Goldendale Road driveway entrance and pollinator prairie habitats throughout the site and around the SMT facility will result in a more natural appearing and environmentally compatible landscape.

Overall, the plantings consist of deciduous shade and ornamental trees, evergreen trees and evergreen shrubs, woodland and prairie perennial plantings and grasses. A total of 393 trees are proposed to be planted; 173 deciduous and 220 evergreen trees (see Sheet C1.10).

The impact of the berms and landscaping on the view from vantage points south of the east-west driveway are presented in Sheet C1.12.

Lighting. Exterior lighting of the site and SMT building will include:

- (23) 55W LED 4000K “neutral white” fixtures mounted on a 14’9” pole and 3’ base (17’9” height) along the entire length of driveway;
- (8) 44W LED 4000K “neutral white” cut-off fixtures mounted on a 20’ pole and 3’ base (23’ fixture height) within the parking areas;
- (4) 53W LED 4’ high column fixture mounted on an 8’ tall pole located at the pedestrian crossing on the driveway between the SMT facility and north parking area.

Signage. A monument sign like that which is installed at the Freistadt Road driveway entrance will be installed at the Goldendale Road driveway entrance. The sign is comprised of a 4’ x 17’ (68 sqft per side; 136 sqft total) double-sided aluminum sign box w/ 3-D lettering/logo mounted on an 8’ high (11’ total height above ground elevation) corrugated concrete base w/ 4” address coordinates and LED ground-mounted external lighting.

Proposal: Certified Survey Maps

In addition, Phase 1 development approvals include re-platting property lines for the Speaker Campus. As discussed during the process of creating the J.W. Speaker PDD, the three parcels that comprise the overall PDD area, including the Mayer/Neu and Roskopf parcels that were acquired by the Speaker Corporation are proposed to be combined and re-platted into two (2) parcels using two Certified Survey Maps (CSM's).

CSM No. 1 combines the existing “original” 57.2-acre Speaker parcel with the 47.4-acre “Roskopf” parcel and recently acquire 1.8-acre parcel at the end of Dalebrook Drive for a total parcel size of 106.4 acres. CSM No. 2 includes the 39.3 acre Mayer/Neu parcel acquired last year and creates a separate, unbuildable 5.1-acre outlot north of the WSOR railroad.

Staff Comments

Planning & Zoning

The detailed site development and building plans are consistent with the adopted GDP for the Speaker PDD (dated May 8, 2018). Although the number, size and shape of the landscaped berms are different, staff agrees that the visual effect created by the berms shown in the site plans are likely to be equal or more effective in terms of visually buffering the view of the driveway and expected vehicle traffic.

The Speaker property contains a 75’ wide ANR pipeline easement running north-south across the property east of the future Design Center location (see proposed CSM No. 1 and Sheet C1.1). Although site planning has been coordinated with TransCanada, the agency responsible for operation and maintenance of the ANR Pipeline, the Speaker should be responsible for providing a final approval letter or other documentation from TransCanada approving the site development plan prior to issuance of a building permit.

Staff is concerned with the Type “A” and Type “B” light fixtures proposed for the driveway and pedestrian crossing. From the details provided, it appears that fixture “A” includes a reflective panel fastened at a 30 degree angle upon which LED-lighting is projected and, in turn, reflected outward toward the road. The Type “B” fixture appears to be a sort of light stick on the end of an 8’ tall pole. Neither of these fixture types appears to conform to the Village’s guidelines for using cut-off type fixtures to eliminate glare view of the light source. Arguably, the Type “A” fixture might be able to meet this standard given that the LED light source is contained within the pole and the light projected upward, but the glare of the light cast upon the reflective panel is brightest on the panel itself, and, given that the panel is on a 30 degree tilted plane and located on the north side of the driveway, the brightly lit panel will likely be visible to the south where the viewer will see the light before it is reflected down to the ground (vs. only seeing the lit surface from a distance). Similarly, while the Type “B” fixture also has the LED source imbedded inside the pole, it doesn’t really appear to be any different than attaching a light bulb on the end of a stick and mounting it 8’ above the ground.

Ordinarily, the LED fixtures we approve are mounted so that the LED’s are parallel to the ground (not tilted) with back and/or side shields when necessary to reduce direct visibility of the LED’s from any locations not needing to be lit or not wanting to see the light source. Cut-off type fixtures tend to cast the light down with only the surface being lit visible from a distance and not the light source itself.

Without any further evidence to the contrary regarding the operation of the Type “A” and Type “B” fixtures, Staff recommends that these fixtures be replaced with an actual cut-off fixture type that hides the light source to reduce the impact on its visibility while casting light directly and only onto the feature or areas needing to be made visible by the light.

Because of the relative location of the existing and proposed buildings across the Speaker campus and the east-west driveway that is intended to serve the development, cross-access easements and storm water management easements need to be created and recorded (and ideally shown on the CSM’s) to facilitate the legal and free crossing of traffic, storm water, etc. from one parcel to the next across the Speaker campus. Also, the various building, parking and other setbacks specifically created for the Speaker PDD need to be shown on the CSM’s.

Inspection Services

Inspection Services has indicated that the submission of state-approved plans will be required prior to issuing a building permit along with the required \$20,000 occupancy bond.

Engineering

The Village Engineer and Public Works Department staff have identified several technical issues and plan corrections (see May 24, 2018 Village Engineer memo) pertaining to the driveway, sewer & water utility plans, storm water management, erosion control, etc. that will need to be addressed prior to issuance of a building permit.

VILLAGE PLANNER RECOMMENDATION:

Site Development & Building Plans

APPROVE the site development and building plans for a 56,890 sqft office/assembly facility located within the 144-acre Speaker Corporation PDD, and, the Goldendale Road driveway monument sign subject to the following conditions:

1. This approval is subject to all the conditions and requirements set forth herein and adopted by the Plan Commission. Approval is granted for the architectural and engineering plans dated May 18 and May 21, 2018, and the landscaping and lighting plans dated May 21 and June 19, 2018, unless superseded by subsequent plan sheets approved by the Village Planner or Engineer pursuant to revisions required herein and/or by the Plan Commission.
2. All landscaping, screening, grading, and paving improvements shown on the approved site plans shall be installed as proposed prior to issuance of an occupancy permit unless a cash bond or letter of credit in an amount equal to 120 percent of the estimated installation and material costs reviewed and approved by the Village is submitted to the Village as necessary to ensure that installation of the proposed features and improvements will be completed within one (1) year after issuance of the occupancy permit.
3. The following items shall be provided as required by the Village Fire Department: (a) State approved fire sprinkler and fire alarm systems are required; and (b) Locations of all water distribution system and hydrants shall be determined in cooperation with the Germantown Fire Department and utility standards.
4. All exterior doors (except primary entrance) shall be clearly marked with reflective 5" or larger letters/numbers to aid emergency personnel access as required by the Police Department.
5. The Type "A" and Type "B" exterior light fixtures shall be replaced with a cut-off fixture that hides the light source to reduce the impact of its visibility while casting light directly and only onto the feature or areas needing to be made visible by the light. Detail specifications for said cut-off fixtures shall be submitted to the Village Plan Commission for review and approval prior to issuance of a building/electrical permit for installation of the street and parking lot lighting.
6. The Speaker Corp shall be responsible for providing a final approval letter or other documentation from TransCanada approving the site development plan as it affects the pipeline easement prior to issuance of a building permit.
7. All technical issues and plan corrections identified by the Village Engineer and Public Works Department staff (see May 24, 2018 Village Engineer memo) shall be addressed and reflected in revised plans and/or supplemental information reviewed and approved by Village staff prior to issuance of a building permit (excluding "early start" site clearing and footing/foundation work approved by the Village and/or WI DSPS).
8. State approved plans and a \$20,000 occupancy bond are required by the Building Inspection Department as part of the building permit application.

VILLAGE PLANNER RECOMMENDATION:

Certified Survey Map (CSM)

APPROVE the two (2) Certified Survey Maps (CSM) to combine parcels for the Speaker campus subject to the following conditions:

1. The CSM's shall be revised to contain and/or refer to appropriate cross-access and storm water management easements to be recorded prior to or concurrent with recording the CSM's.
2. The CSM's shall be revised to show the parking, building and other setbacks specifically created for the Speaker PDD.

J.W. Speaker Corporation – N120 W19434 Freistadt Road. The request is for approval of site development and building plans for a 56,890 sqft office/assembly facility located on a 54.8 acre parcel within the 144-acre Speaker Corporation campus on Freistadt Road, and two (2) Certified Survey Maps (CSM) to combine parcels. Planner Retzlaff summarized the proposal.

MOTION Baum second Laszewski to Approve the site development and building plans for a 56,890 sqft office/assembly facility located within the 144-acre Speaker Corporation PDD, and, the Goldendale Road driveway monument sign subject to the following conditions:

- 1. This approval is subject to all the conditions and requirements set forth herein and adopted by the Plan Commission. Approval is granted for the architectural and engineering plans dated May 18 and May 21, 2018, and the landscaping and lighting plans dated May 21 and June 19, 2018, unless superseded by subsequent plan sheets approved by the Village Planner or Engineer pursuant to revisions required herein and/or by the Plan Commission.***
- 2. All landscaping, screening, grading, and paving improvements shown on the approved site plans shall be installed as proposed prior to issuance of an occupancy permit unless a cash bond or letter of credit in an amount equal to 120 percent of the estimated installation and material costs reviewed and approved by the Village is submitted to the Village as necessary to ensure that installation of the proposed features and improvements will be completed within one (1) year after issuance of the occupancy permit.***
- 3. The following items shall be provided as required by the Village Fire Department: (a) State approved fire sprinkler and fire alarm systems are required; and (b) Locations of all water distribution system and hydrants shall be determined in cooperation with the Germantown Fire Department and utility standards.***
- 4. All exterior doors (except primary entrance) shall be clearly marked with reflective 5" or larger letters/numbers to aid emergency personnel access as required by the Police Department.***
- 5. The Type "A" and Type "B" exterior light fixtures shall be replaced with a cut-off fixture that hides the light source to reduce the impact of its visibility while casting light directly and only onto the feature or areas needing to be made visible by the light. Detail specifications for said cut-off fixtures shall be submitted to the Village Plan Commission for review and approval prior to issuance of a building/electrical permit for installation of the street and parking lot lighting.***
- 6. The Speaker Corp shall be responsible for providing a final approval letter or other documentation from TransCanada approving the site development plan as it affects the pipeline easement prior to issuance of a building permit.***
- 7. All technical issues and plan corrections identified by the Village Engineer and Public Works Department staff (see May 24, 2018 Village Engineer memo) shall be addressed and reflected in revised plans and/or supplemental information reviewed and approved by Village staff prior to issuance of a building permit (excluding "early start" site clearing and footing/foundation work approved by the Village and/or WI DSPS).***
- 8. State approved plans and a \$20,000 occupancy bond are required by the Building Inspection Department as part of the building permit application.***

MOTION to Amend Condition #5 Laszewski second Williams that Village Planning and Zoning staff shall review and approve the revised detail specifications for cut-off fixtures.

MOTION to Amend carried unanimously.

Commissioner Laszewski said he liked the pollinator area on the plans. Chairman Wolter said the building looks nice and modern and fits into the area. He said he appreciates the extra buffering and tree line for the residents.

MOTION carried unanimously.

MOTION Baum second Laszewski to Approve the two (2) Certified Survey Maps (CSM) to combine parcels for the Speaker campus subject to the following conditions:

- 1. The CSM's shall be revised to contain and/or refer to appropriate cross-access and storm water management easements to be recorded prior to or concurrent with recording the CSM's.***
- 2. The CSM's shall be revised to show the parking, building and other setbacks specifically created for the Speaker PDD.***

MOTION carried unanimously.

ANNOUNCEMENTS: Chairman Wolter stated there is a special Village Board meeting after the Public Works meeting tomorrow night. He added the 4th of July festivities will be at Fireman's Park with fireworks at dusk.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:21 p.m.

Respectfully submitted,

Lori Johnson
Planning Assistant



Village of

Germantown
Willkommen

Fee must accompany application

☐ \$2,900 with public improvements

☒ \$1,960 no public improvements

Paid 5 Date 5-22-18

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

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

1 APPLICANT OR AGENT

Mr. Jamie Speaker

J.W. Speaker Corporation

N120 W19434 Freistadt Rd.

Germantown, WI 53022

Phone (262) 532-2104

Fax ()

E-Mail speakerje@jwspeaker.com

PROPERTY OWNER

same as applicant

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

2 N120 W19434 Freistadt Rd.

173992-3 173032-3 173987

173989

174985

3 PURPOSE OF LAND SPLIT

TO COMBINE SMALLER RESIDENTIAL PARCELS INTO THE LARGER CAMPUS PARCELS

Will the land split require rezoning?

NO - ALREADY COMPLETED

From

To

4 READ AND INITIAL THE FOLLOWING:

I understand that the Certified Survey Map is not valid until recorded at the Washington County Register of Deeds. The Village will record the document and charge the applicant all applicable recording fees.

I understand that the Map will not be placed on the Village Board agenda until all the technical corrections to the CSM are made, the payment of any outstanding impact fees are paid to the Village Clerk's Department, and the original signed and stamped copy of the Map is submitted on the proper paper.

I understand that parcels created outside the Sewer Service Area will require a soil test. I also understand that all properties abutting a State Highway will require DOT approval and I will be responsible for securing such approval prior to recording.

I understand all delinquent property taxes on any of the properties involved shall be paid prior to recording.

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

Applicant

Date

Owner

Date

5-18-18



CERTIFIED SURVEY MAP NO. _____

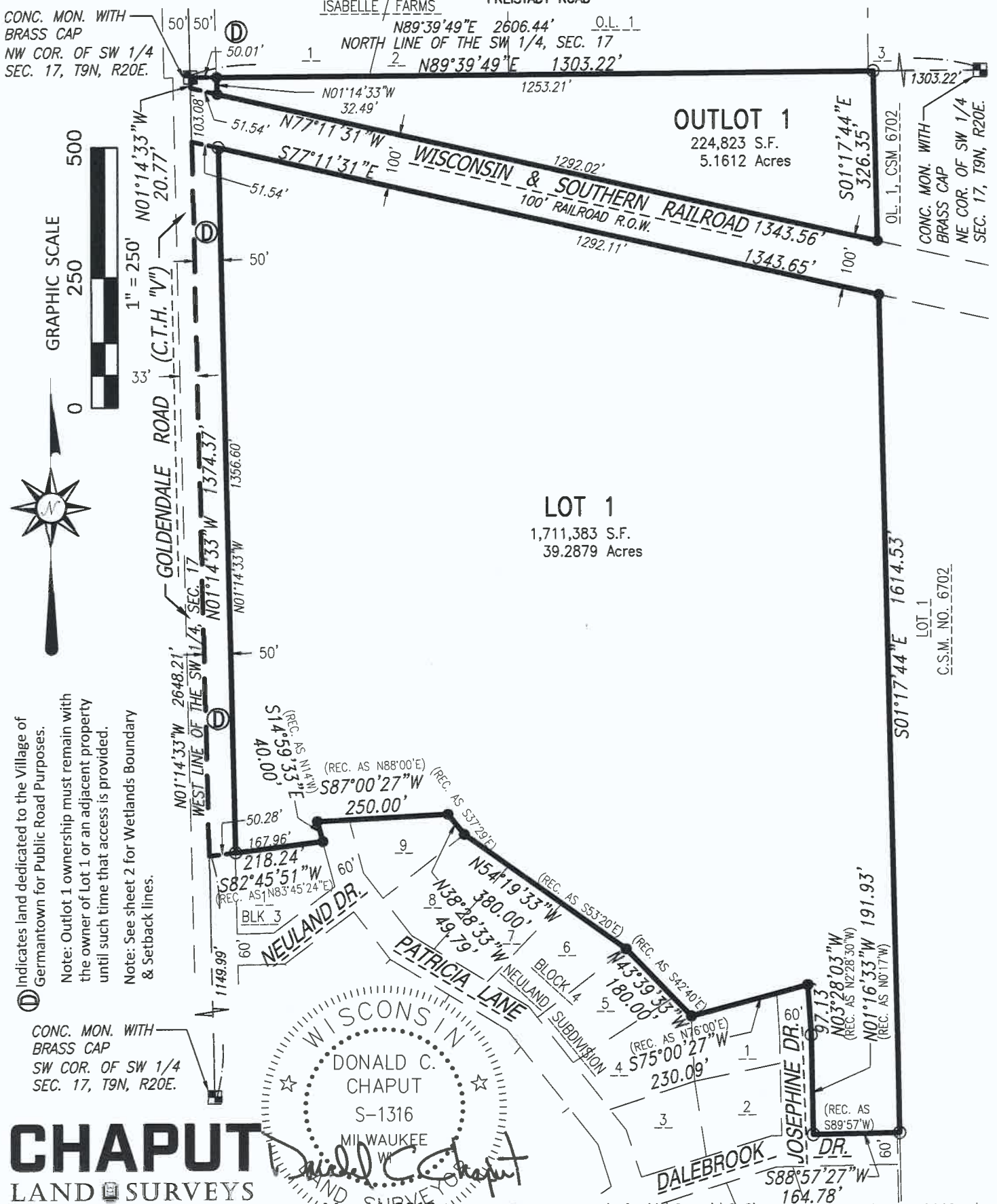
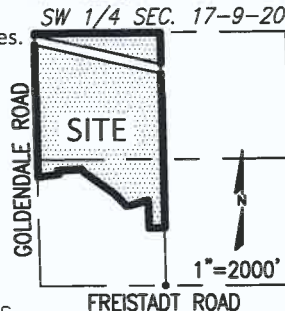
A redivision of Lot 1 and Lot 2, Block 5 of Neuland Subdivision and lands being part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

Subdivider: Speaker Properties, LLC
N120 W19434 Freistadt Rd.
Germantown, WI 53022

Note: See sheet 2 for VICINITY MAP
Wetlands Boundary
& Zoning Setback lines.

- Indicates found 1" iron pipe.
- Indicates set 1.315" O.D. iron pipe 18" in length, weighing 1.68 lbs. per lineal foot.

Bearings are referenced to grid North of the Wisconsin State Plane Coordinate System (South Zone) NAD 27, in which the North line of the Southwest 1/4 of Section 17, bears N89°39'49"E.



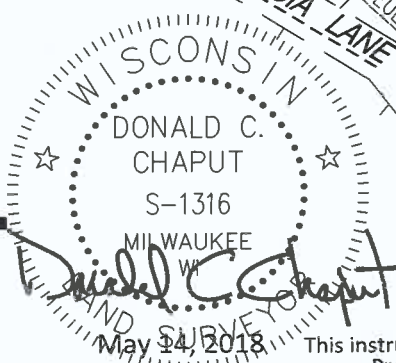
● Indicates land dedicated to the Village of Germantown for Public Road Purposes.
Note: Outlot 1 ownership must remain with the owner of Lot 1 or an adjacent property until such time that access is provided.
Note: See sheet 2 for Wetlands Boundary & Setback lines.

CONC. MON. WITH BRASS CAP
SW COR. OF SW 1/4 SEC. 17, T9N, R20E.

CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204

414-224-8068
www.chaputlandsurveys.com

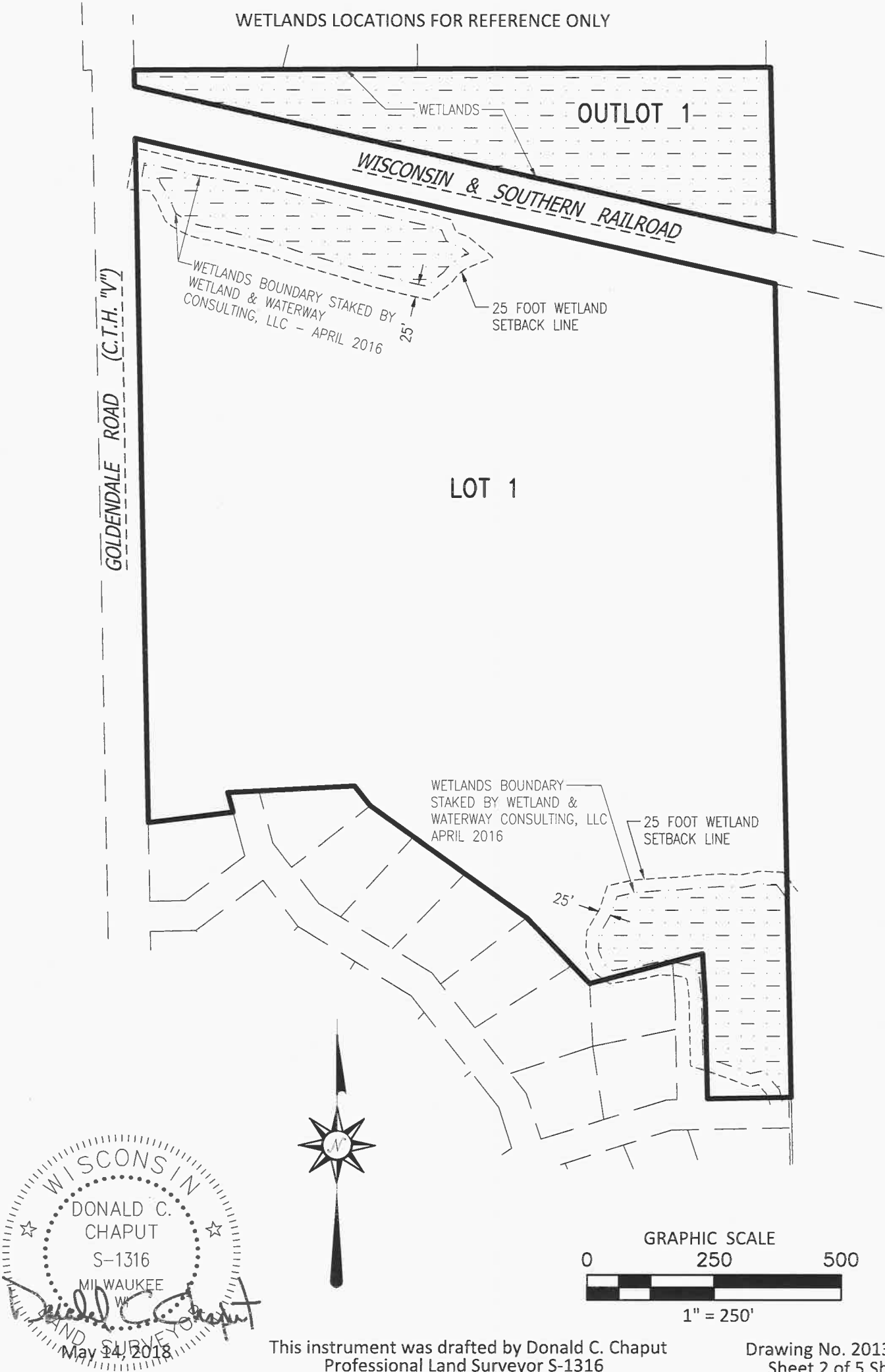


This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Drawing No. 2013-grb
Sheet 1 of 5 Sheets

CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 1 and Lot 2, Block 5 of Neuland Subdivision and lands being part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.



CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 1 and Lot 2, Block 5 of Neuland Subdivision and lands being part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN}
:SS
MILWAUKEE COUNTY}

I, DONALD C. CHAPUT, a Professional land surveyor, do hereby certify:

THAT I have survey, divided and mapped a redivision of Lot 1 and Lot 2, Block 5 of Neuland Subdivision and lands being part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

BEGINNING at the Northwest corner of the Southwest 1/4 of Section 17; thence North 89°39'49" East along the North line of said Southwest 1/4 a distance of 1303.22 feet to a point on the West line of Outlot 1 of Certified Survey Map No. 6702; thence South 01°17'44" East along said West line 326.35 feet to a point on the North line of the Wisconsin & Southern Railroad lands; thence North 77°11'31" West along said North line 1343.56 feet to a point on the West line of said Southwest 1/4; thence North 01°14'33" West along said West line 20.77 feet to the point of beginning.

TOGETHER WITH:

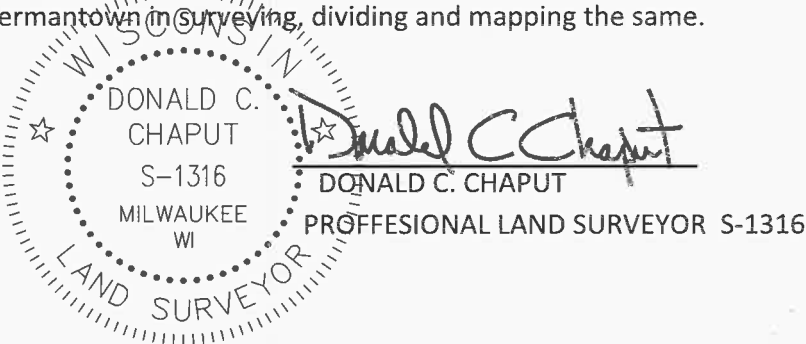
COMMENCING at the Northwest corner of the Southwest 1/4 of Section 17; thence South 01°20'54" East along the West line of the Southeast 1/4 of Section 17 a distance of 123.85 feet to a point on the South line of the Wisconsin & Southern Railroad lands and the point of beginning of the lands hereinafter described; thence South 77°11'31" East along said South line 1343.65 feet to a point on the West line of Lot 1 of Certified Survey Map No. 6702; thence South 01°17'44" East along said West line 1614.53 feet to a point on the North line of Dalebrook Drive; thence South 88°57'27" West along said North line 164.78 feet to a point on the East line of Josephine Drive; thence North 01°16'33" West along said East line 191.93 feet to a point; thence North 03°28'03" West along said East line 97.13 feet to a point on the North line of Josephine Drive; thence South 75°00'27" West along said North line and North line of Block 4 of Neuland Subdivision 230.09 feet to a point; thence North 43°39'33" West along said North line 180.00 feet to a point; thence North 54°19'33" West along said North line 380.00 feet to a point; thence North 38°28'33" West along said North line 49.79 feet to a point; thence South 87°00'27" West along said North line 250.00 feet to a point on the West line of Patricia Lane; thence South 14°59'33" East along said West line 40.00 feet to a point on the North line of Lot 1, Block 3 of Neuland Subdivision; thence South 82°45'51" West along said North line and its extention 218.24 feet to a point on the West line of the Southeast 1/4 of Section 17; thence North 01°14'33" West along said West line 1374.37 feet to the point of beginning.

Containing 2,005,812 square feet or 46.0471 acres of land.

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

THAT I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, the Land Division Ordinance of the Village of Germantown in surveying, dividing and mapping the same.

DATE: May 14, 2018



CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 1 and Lot 2, Block 5 of Neuland Subdivision and lands being part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL

This Certified Survey Map is hereby approved by the Planning Commission of the Village of Germantown on this ____ day of _____, 2018.

Dean Wolter, Chairperson

Date

Laura A. Johnson, Secretary

Date

VILLAGE BOARD APPROVAL

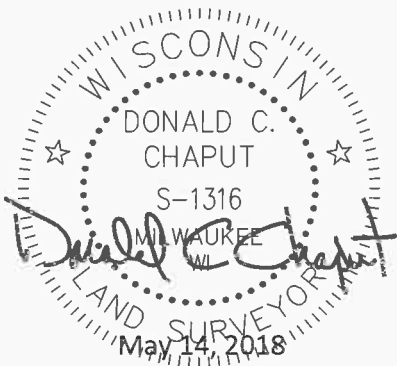
This Certified Survey Map, being a redivision of Lot 1 and Lot 2, Block 5 of Neuland Subdivision and lands being part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin is approved and the dedication of that part of Goldendale Road for public road purposes as shown on sheet 1 of 5 hereby accepted by the Village Board of Trustees of the Village of Germantown on this ____ day of _____, 2018.

Dean Wolter, Village President

Date

Deanna Boldrey, Village Clerk

Date



CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 1 and Lot 2, Block 5 of Neuland Subdivision and lands being part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

OWNER'S CERTIFICATE

Speaker Properties, LLC, a Wisconsin limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said company caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Section 236.34 of the Wisconsin Statutes, the Land Division Ordinance of the Village of Germantown in surveying, dividing and mapping the same. As owner, I hereby dedicate that part of Goldendale Road to the Village of Germantown for public road purposes as represented on sheet 1 of 5 of this Certified Survey Map..

IN WITNESS WHEREOF, the said Speaker Properties, LLC has caused these presents to be signed by _____, its _____, at Germantown, Washington County, Wisconsin, and its corporate seal to be hereunto affixed on this _____ day of _____, 2018.

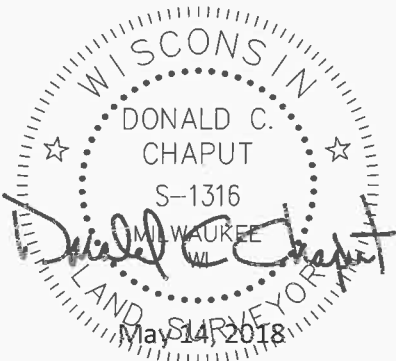
In the presence of: Speaker Properties, LLC

James Speaker, Member

STATE OF WISCONSIN)
:SS
WASHINGTON COUNTY}

Personally came before me this __ day of _____, 2018, the above named _____, to me known as the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires. _____
My commission is permanent.





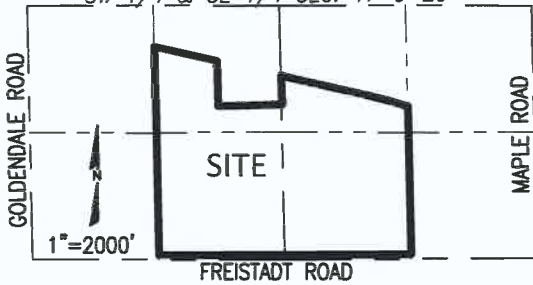
CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 1 and Lot 2 of Certified Survey Map No. 6702 and lands being part of the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southwest 1/4, and part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 all in Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

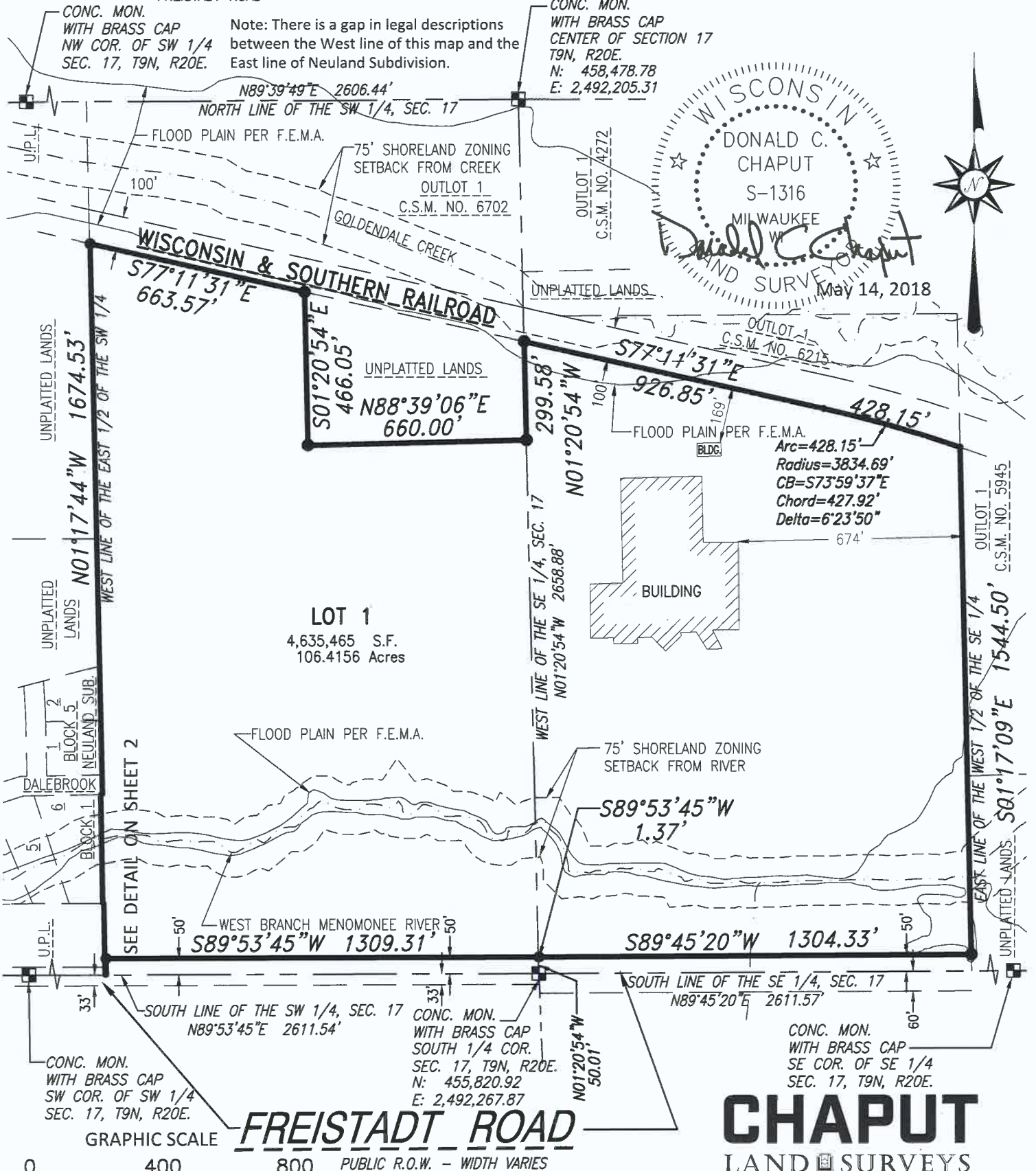
Subdivider: Phylmack LLC
P.O. Box 1011
Germantown, WI 53022

VICINITY MAP

SW 1/4 & SE 1/4 SEC. 17-9-20



Note: See sheet 2 for Wetlands Boundary & Setback lines.
See sheet 3 for Easement and Apparent Burial Site information.
● Indicates found 1/2" rebar
● Indicates found 1" iron pipe
Bearings are referenced to grid North of the Wisconsin State Plane Coordinate System (South Zone) NAD 27, in which the West line of the Southeast 1/4 of Section 17, bears N01°20'54"W.

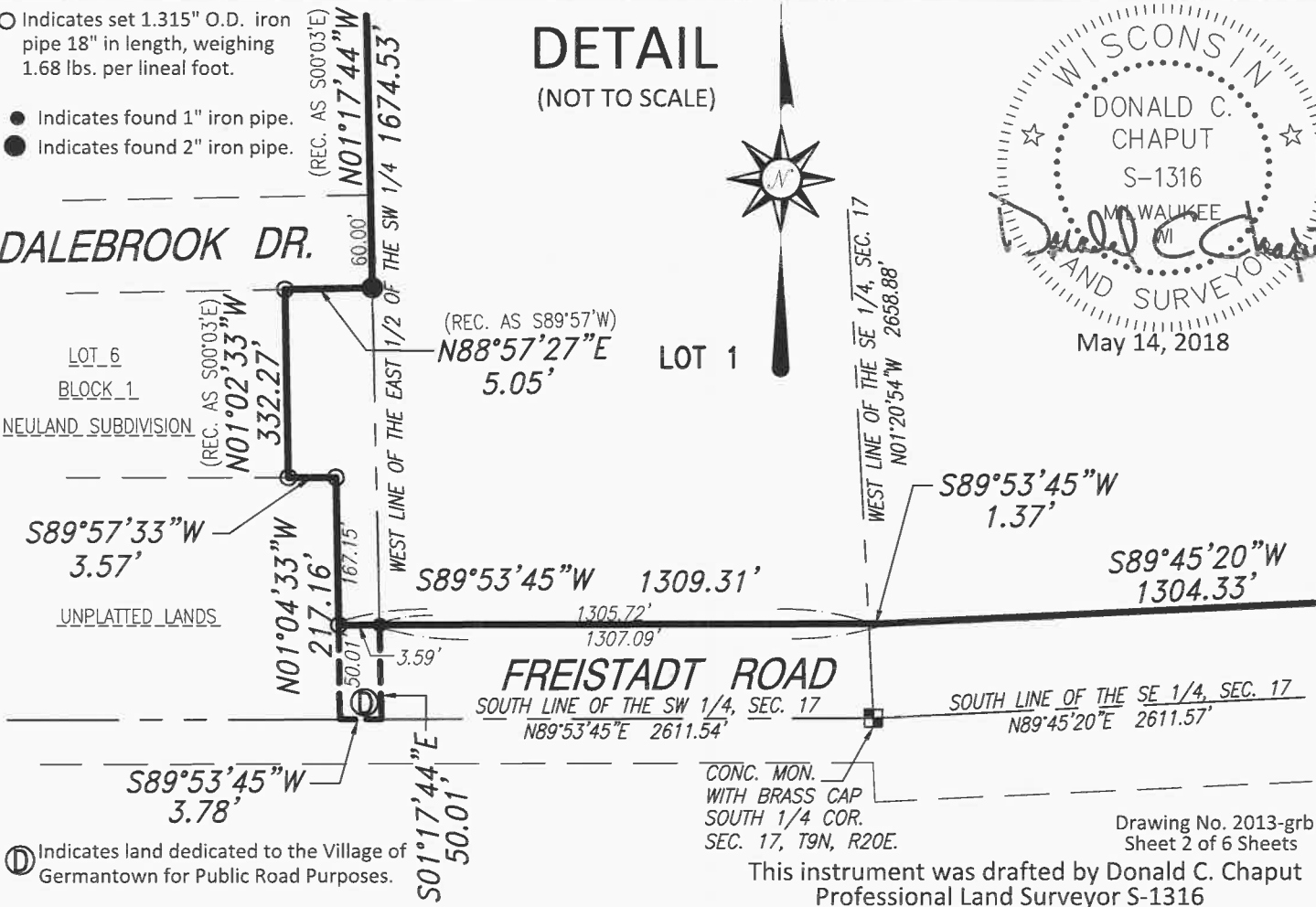
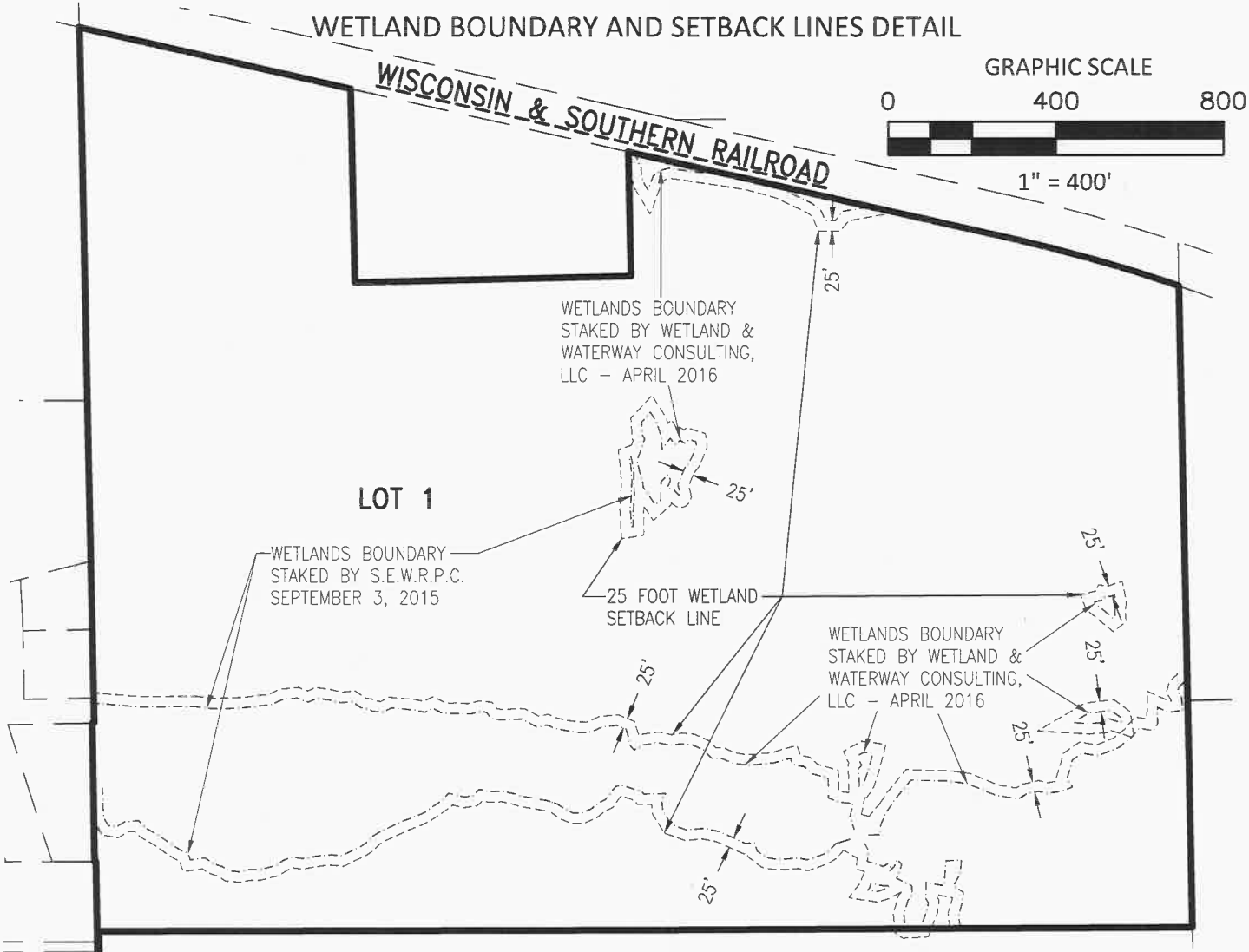


1" = 400'

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 1 and Lot 2 of Certified Survey Map No. 6702 and lands being part of the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southwest 1/4, and part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 all in Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.



A redivision of Lot 1 and Lot 2 of Certified Survey Map No. 6702 and lands being part of the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southwest 1/4, and part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 all in Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

CONC. MON. WITH BRASS CAP NW COR. OF SW 1/4 SEC. 17, T9N, R20E.

CONC. MON. WITH BRASS CAP CENTER OF SECTION 17 T9N, R20E. N: 458,478.78 E: 2,492,205.31

WISCONSIN & SOUTHERN RAILROAD

LOT 1

GRAPHIC SCALE 0 400 800 1" = 400'

FREISTADT ROAD

CHAPUT LAND SURVEYS

234 W. Florida Street Milwaukee, WI 53204 414-224-8068 www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput Professional Land Surveyor S-1316

Drawing No. 2013-grb Sheet 3 of 6 Sheets

CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 1 and Lot 2 of Certified Survey Map No. 6702 and lands being part of the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southwest 1/4, and part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 all in Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN}
:SS
MILWAUKEE COUNTY}

I, DONALD C. CHAPUT, a Professional land surveyor, do hereby certify:

THAT I have survey, divided and mapped a redivision of Lot 1 and Lot 2 of Certified Survey Map No. 6702 and lands being part of the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southwest 1/4, and part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 all in Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

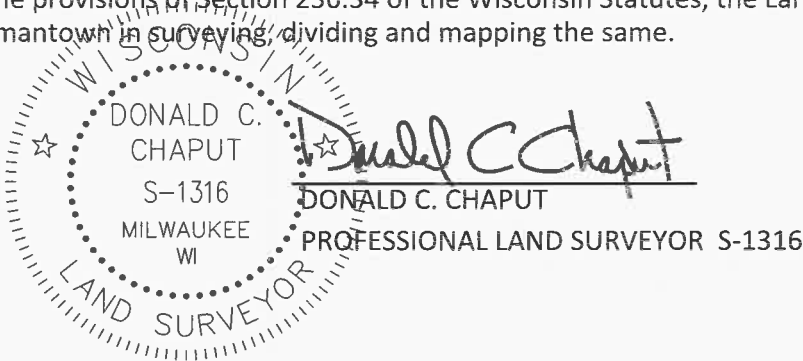
COMMENCING at the South 1/4 corner of said Section; thence North 01°20'54" West along the West line of the Southeast 1/4 of Section 17 a distance of 50.01 feet to a point on the North line of Freistadt Road and the point of beginning of the lands hereinafter described; thence South 89°53'45" West along said North line 1305.72 feet to a point on the West line of the East 1/2 of the Southwest 1/4 of Section 17; thence South 01°17'44" East along said West line 50.01 feet to a point on the South line of the Southwest 1/4; thence South 89°53'45" West along said South line 3.78 feet to a point; thence North 01°04'33" West 217.16 feet to a point; thence South 89°57'33" West 3.57 feet to a point on the East line of Lot 6, Block 1 of Neuland Subdivision; thence North 01°02'33" West along said East line 332.27 feet to a point on the South line of Dalebrook Drive; thence North 88°57'27" East along said South line 5.05 feet to a point on the West line of the East 1/2 of the Southwest 1/4 of Section 17; thence North 01°17'44" West along said West line 1674.53 feet to a point on the South line of the Wisconsin & Southern Railroad lands; thence South 77°11'31" East along said South line 663.57 feet to a point; thence South 01°20'54" East 466.05 feet to a point; thence North 88°39'06" East 660.00 feet to a point on the West line of the Southeast 1/4 Section; thence North 01°20'54" West along said West line 299.58 feet to a point on the South line of the Wisconsin & Southern Railroad lands; thence South 77°11'31" East along said South line 926.85 feet to a point; thence Southeasterly 428.15 feet along said South line and arc of a curve, whose center lies to the Southwest, whose radius is 3834.69 feet and whose chord bears South 73°59'37" East 427.92 feet to a point on the East line of the West 1/2 of the Southeast 1/4 of Section 17; thence South 01°17'09" East along said East line 1544.50 feet to a point on the North line of Freistadt Road; thence South 89°45'20" West along said North line 1304.33 feet to a point; thence South 89°53'45" West along said North line 1.37 feet to the point of beginning.

Containing 4,635,649 square feet or 106.4199 acres of land.

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

THAT I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, the Land Division Ordinance of the Village of Germantown in surveying, dividing and mapping the same.

DATE: May 14, 2018



CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 1 and Lot 2 of Certified Survey Map No. 6702 and lands being part of the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southwest 1/4, and part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 all in Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

OWNER'S CERTIFICATE

Phylmack LLC, a Wisconsin limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said company caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Section 236.34 of the Wisconsin Statutes, the Land Division Ordinance of the Village of Germantown in surveying, dividing and mapping the same. As owner, I hereby dedicate that part of Freistadt Road to the Village of Germantown for public road purposes as represented on sheets 1 and 2 of 5 sheets of this Certified Survey Map.

IN WITNESS WHEREOF, the said Phylmack LLC has caused these presents to be signed by _____, its _____, at Germantown, Washington County, Wisconsin, and its corporate seal to be hereunto affixed on this _____ day of _____, 2018.

In the presence of: Phylmack LLC

James Speaker, Member

STATE OF WISCONSIN}
:SS
WASHINGTON COUNTY}

Personally came before me this __ day of _____, 2018, the above named _____, to me known as the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires. _____
My commission is permanent.

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL

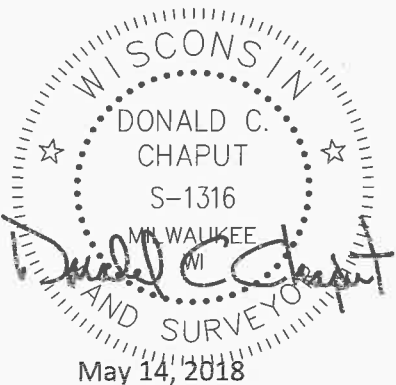
This Certified Survey Map is hereby approved by the Planning Commission of the Village of Germantown on this _____ day of _____, 2018.

Dean Wolter, Chairperson

Date

Laura A. Johnson, Secretary

Date



CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 1 and Lot 2 of Certified Survey Map No. 6702 and lands being part of the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southwest 1/4, and part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 all in Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

VILLAGE BOARD APPROVAL

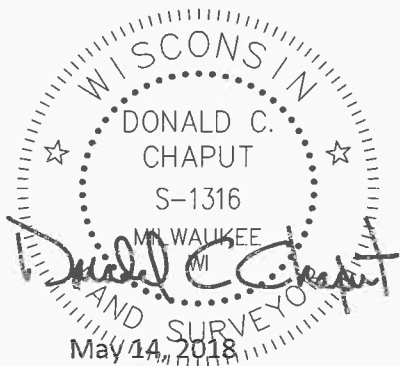
This Certified Survey Map, being a division of part of the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southwest 1/4, and part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 all in Section 17, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin is approved and the dedication of that part of Freistadt Road for public road purposes as shown on sheets 1 and 2 of 5 sheets is hereby accepted by the Village Board of Trustees of the Village of Germantown on this ____ day of _____, 2018.

Dean Wolter, Village President

Date

Deanna Boldrey, Village Clerk

Date



This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Drawing No. 2013-grb
Sheet 6 of 6 Sheets

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 40-2018

**EMPLOYEE POLICY AND PROCEDURE MANUAL –
AMENDMENT TO PROHIBITED HARASSMENT**

WHEREAS, the Village of Germantown currently has an Employee Policy and Procedure Manual; and,

WHEREAS, the Village should have a more detailed policy document in regards to Prohibited Harassment; and,

WHEREAS, a new policy document has been created and reviewed by staff; and,

NOW, THEREFORE BE IT RESOLVED, that the Village Board of the Village of Germantown, does hereby adopt the Attached Prohibited Harassment Policy as an amendment to the current Employee Policy and Procedure Manual.

Introduced by: _____

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna L. Boldrey, WCMC/CMC
Village Clerk

SEXUAL AND OTHER UNLAWFUL HARASSMENT, DISCRIMINATION, AND RETALITION POLICY

PURPOSE

A fundamental policy of the Village of Germantown is that the work place is for performing high quality work and to serve the interests of the Village and the public. All employees, officeholders, interns, volunteers, and paid on call staff must provide a workplace free from unnecessary tensions and where employees and other persons as described herein behave courteously and professionally at all times. In particular, an atmosphere of tension created by conduct not related to work—including animosity caused by ethnic, racial, sexual, or religious remarks, unwelcome sexual advances, requests for sexual favors, or similar harassing or discriminating conduct—does not belong in the workplace.

The Village Board is committed to providing a professional work environment free from unlawful and unwelcome harassment, discrimination, or retaliation. This means that the Village will not tolerate any form of unlawful harassment, discrimination, or retaliation. This includes inappropriate conduct directed at an employee or applicant for employment because of his or her sex (including sexual orientation, gender identity, transgender status, and pregnancy), race, color, national origin, age, disability/handicap, religion, creed, genetic information or history, marital status, participation in the military reserve and veteran status, arrest and conviction record, use or nonuse of lawful products off the employer's premises during nonworking hours, or declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other legally protected characteristic.

The purpose of this policy is to provide procedures for preventing, reporting, investigating and resolving complaints of unlawful harassment, discrimination and retaliation. The Village condemns and will not tolerate, condone or allow unlawful harassment, discrimination or retaliation by any employee, elected or appointed officeholder, or non-employees who conduct business with the Village. The Village considers harassment, discrimination and retaliation of others for any reason based on one's protected status to be forms of serious misconduct worthy of discipline up to and including termination or removal, and other prompt and appropriate remedial response designed to end the prohibited behavior. The Village will take direct and immediate action to prevent such behavior and to remedy confirmed instances of unlawful harassment, discrimination and retaliation. Repeated violations, even if perceived as minor, will also result in significant levels of response. To fulfill this policy, the Village wants employees, applicants for employment and others to report this behavior and to cooperate in the Village's efforts to eradicate this behavior from the workplace.

This policy governs the Village's expectations involving unlawful harassment, discrimination or retaliation based on a protected status. For example, an employee may be dissatisfied with the decisions of supervisors regarding evaluations, compensation, discipline or other management decisions, such conduct that is unrelated to one's protected status is not governed by this Policy. Nonetheless, the Village believes that an unprofessional work environment for any reason is disruptive to the workplace and should not be tolerated. While this policy governs unlawful harassment, discrimination, and retaliation, the Village also cares about the interests of employees

in other circumstances where an unprofessional environment exists, and in those circumstances, Employees are expected to raise those concerns directly to the employee's supervisor and work through the chain of command.

Individuals protected under this policy include all employees and applicants. Any unwelcome conduct that originates from a non-employee (e.g., elected and appointed officeholders, contractors or visitors) will be investigated in accordance with this policy under the authority of the Village Board issued through this Policy that has been approved by the Board.

UNDERSTANDING UNLAWFUL HARASSMENT, INCLUDING SEXUAL HARASSMENT, DISCRIMINATION, AND RETALIATION

Discrimination

Discrimination means treatment of a person in an illegal unjust or prejudicial manner based on protected status under the law where no reasonable distinction can be found between those favored and those not favored. For example, discrimination is any policy or action taken related to recruiting, hiring, promotion, pay or training that results in an unfair disadvantage to either an individual or group of individuals who are considered part of a protected class.

Retaliation

Retaliation means to discriminate, harass, take tangible employment action against an employee, or otherwise punish or take adverse action against an employee because the employee filed a charge of discrimination, because they complained to the Village about harassment or discrimination on the job, or because the employee participated in an employment harassment or discrimination proceeding (such as an investigation or lawsuit).

Prohibited Harassment, including Sexual Harassment.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made, either explicitly or implicitly, a term or condition of employment; or
- Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's performance or creates an intimidating, hostile or offensive working environment.

Verbal sexual harassment includes, but is not limited to, sexual innuendos, degrading or suggestive comments, repeated pressure for dates, jokes of a sexual nature, unwelcome sexual flirtations, degrading words used to describe an individual, obscene or graphic descriptions of an individual's body, or threats that job, wages, assignments, promotions or working conditions could be affected if the individual does not agree to a suggested sexual relationship.

Non-verbal sexual harassment includes, but is not limited to, sexually suggestive or offensive sounds, whistling, catcalls, or obscene gestures, sexually suggestive or offensive objects or pictures, inappropriate usage of voicemail, e-mail, the internet or other such communications and actions as a means to express or obtain sexual material, comments, and printed or written materials, including offensive cartoons. This includes any material which inappropriately raises the issues of sex or discrimination or when an employee is treated differently than other employees when they have refused an offer of sexual relations or participation in harassing behavior.

Physical sexual harassment includes, but is not limited to, unsolicited or unwelcome physical contact of a sexual nature, which may include touching, hugging, massages, kissing, pinching, patting or regularly brushing against the body of another person.

Other forms of unlawful harassment or discrimination include, but are not limited to, persistent and unwelcome conduct or actions or conduct that is objectively unreasonable or offensive and that could result in a hostile or intimidating working environment based on one or more protected statuses according to applicable law. Conduct may be unwelcome despite participation by the offended employee and despite the fact that the offended employee does not tell the accused that the conduct is unwelcome.

Harassment or other inappropriate behavior can range from extreme forms such as violence, threats, or physical touching to less obvious actions like ridiculing, teasing, or repeatedly bothering colleagues or subordinates or refusing to talk to them. For example, harassment or other inappropriate behavior may include the following types of conduct:

- Derogatory or insensitive jokes, pranks, or comments;
- Slurs or epithets;
- Unwelcome sexual advances or invitations;
- Non-verbal behavior such as staring, leering, or gestures;
- Ridiculing or demeaning comments;
- Innuendos or veiled threats;
- Intentionally excluding someone from normal workplace conversations and making someone feel unwelcome;
- Intentionally withholding information from an individual in such a way that impacts their ability to perform their job
- Intentionally including or excluding any individual from workplace activities, assignments, promotions, raises or responsibilities based on their protected status or their refusal to participate in or tolerate sexual harassment
- Displaying or sharing offensive images such as posters, videos, photos, cartoons, screensavers, emails, or drawings that are derogatory or sexual;
- Offensive comments about appearance, or other personal or physical characteristics, such as sexually charged comments or comments on someone's physical disability;
- Unnecessary or unwanted bodily contact such as groping or massaging, blocking normal movement, or physically interfering with the work of another individual; or
- Threats or demands that a person submit to sexual requests as a condition of continued employment or to avoid some other loss, and offers of employment-related benefits in return for sexual favors.

This list of examples is not exhaustive, and there are other behaviors that constitute unacceptable harassment under the policy. Any conduct described above may also be inappropriate outside the workplace if the conduct may adversely affect the work environment; this includes both work and personal email, text messages and social media posts. Similarly, a consensual relationship does not justify inappropriate displays of affection or other sexual statements or activities during working hours or any work-related functions. Any questions about whether particular conduct is prohibited under this policy should be discussed with the employee's supervisor or department director.

Harassment may be subtle, manipulative, and is not always obvious. It does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome and is personally offensive. Harassment can happen regardless of the individuals' gender, gender identity, or sexual orientation, and can, for example, occur between same-sex individuals as well as between opposite-sex individuals, and does not require that the harassing conduct be motivated by sexual desire. Harassment can be focused on someone's perceived desirability or lack thereof; sexual objectification- favorably or negatively- is unacceptable. Likewise, these same principles hold true for harassment based on other protected statuses where the offending party possesses the same or similar protected status as the target of the offending behavior.

The excuses of the offending party, while important, are not necessarily forgiving or tolerable. For example, "I was joking" or "I didn't mean it that way" are not defenses to allegations of harassment or inappropriate behavior. Nor is being under the influence of alcohol or other substances an excuse for violating this policy.

This policy applies to conduct at work and at work-related social events, office parties, off-site work-related activities, email, text messages, social media and other matters where the work environment is affected by such behavior. Employees and elected and appointed officeholders are expected to be particularly careful about what they say and do in these circumstances and when interacting with one another.

RESPONSIBILITIES

Responsibilities of All Employees and Officeholders

Each employee and officeholder is responsible for assisting in the prevention of unlawful harassment, discrimination and retaliation by the following acts:

- Refraining from conduct prohibited by this policy as defined above, including the participation in or encouragement of actions that could be perceived as harassment, discrimination or retaliation based on a protected status;
- Behaving courteously and professionally toward others both inside and outside work;
- Reading this policy and fully understanding and complying with its requirements;
- Immediately and thoroughly reporting acts of harassment, discrimination or retaliation or other prohibited conduct through the reporting procedure identified in this policy, whether it is personally experienced or if it is witnessed; and

- Encouraging any person who confides that he or she is being harassed, retaliated or discriminated against to report these acts and reporting these acts if they are observed but not reported.

Employees and officeholders are expected to cooperate fully in any investigation, whether or not they are directly involved in the incident. They shall not take any action that would discourage another person from reporting prohibited conduct or cooperating in an investigation of alleged prohibited conduct.

Responsibilities of Supervisors and Elected and Appointed Officeholders

Supervisors and elected and appointed officeholders are an essential part of cultivating and maintaining a workplace free of harassment. A higher standard of conduct applies to those in these positions. They are expected to know and enforce the rules and set a good example for all employees. To further the interests of this policy and promoting a harassment-free workplace, they shall be responsible for preventing prohibited activities as defined above by complying with the above-referenced responsibilities and by:

- Monitoring the work environment as practical for signs of harassment, discrimination, retaliation and other prohibited conduct;
- Informing employees of the types of prohibited behavior, and the procedures for reporting and resolving complaints of harassment, discrimination and retaliation;
- Stopping any observed behavior that may be prohibited conduct and taking appropriate steps to intervene and report behavior, whether or not the involved employees are within his or her line of supervision;
- Listening to employees' concerns and complaints. Complaints and questions are an opportunity to take action and correct a situation before it escalates. Ask the reporting employee what he or she wants to see happen next. Do not promise to honor the reporting employee's wishes, but do give them consideration. Do not promise confidentiality, due to the need to investigate properly. However, assure the employee that their complaint will be handled with as much confidentiality as practical for the reporting employee, witnesses and the accused; and
- Taking immediate action to prevent retaliation toward the complaining party or witnesses and to eliminate a hostile work environment where there has been a complaint of harassment, discrimination or retaliation pending the investigation.

Each supervisor and officeholder has the responsibility to assist any employee who comes to them with a complaint of harassment, discrimination or retaliation by documenting and filing a complaint in accordance with this policy. They are obligated to report harassment. Failure to carry out these responsibilities may be grounds for discipline, censure, or removal.

PROCEDURES

- A. If the employee feels comfortable doing so, any employee experiencing or observing harassment, discrimination or retaliation is encouraged, but not required, to inform the perpetrator that his or her actions are unwelcome and offensive and that the person should stop such behavior. This initial contact can be either verbal

or in writing. The employee should document in writing all incidents in order to provide the fullest basis for investigation if needed.

- B. Any employee who believes that he or she is being harassed, discriminated or retaliated against (for example, a target of offending behavior and a complainant) or who witnesses such conduct (for example, a witness who becomes a complainant) is expected to report the incident as soon as possible to any of the following persons so that preventative measures may be considered and taken to end any prohibited harassment, discrimination or retaliation, and so that appropriate investigative and corrective actions may be initiated:

1. Village Administrator;
2. Village Chief of Police;
3. Village Clerk;
4. Village Board President or Village Administrator, if such conduct is engaged in by an elected or appointed officeholder of the Village; and
5. Village Board President, Village Clerk, or Chief of Police, if such conduct is engaged in by the Village Administrator.

A supervisor who receives this information from a subordinate must report the information to the Village Administrator, Village Clerk, Village Board President, or the Chief of Police.

- C. The Village will take appropriate steps to protect the complainant and target from further harassment and retaliation during the investigation process. Actions such as a schedule change, transfer or leave of absence could appear retaliatory, so it is important that the employer and the complainant or target work together to find an appropriate solution.
- D. The Village will determine the appropriate course of action to promptly address the complaint, including any immediate remediation of the behavior. The Village may initiate its investigation or have the parties involved engage in conciliatory efforts to resolve the matter, if acceptable to the target of the offending behavior. The conciliation process is voluntary and seeks to resolve problems by allowing the affected parties to present their issues and then assisting them in arriving at effective, reasonable solutions agreeable to all. The conciliation process is not appropriate for all situations and will not resolve all issues. The conciliation process may be initiated before or after the employee has filed an internal complaint. When solutions have been identified, management will follow up to ensure that the implementation has been carried out and is effective.
- E. The Village Board may initiate an investigation and designate investigators for any matter involving allegations against a Board member, the Board President, the Administrator, or an appointed officeholder who is also not an employee. The

Village Administrator, Chief of Police, Village Attorney, or the Board may initiate an investigation and designate investigators in other circumstances.

- F. If an investigation is conducted, then the investigators will meet with the target of the offending behavior and other persons having information and document the facts surrounding the incident complained of, including the specific conduct complained of, the persons performing or participating in the conduct, any witnesses to the incident, the dates on which the incidents occurred, and other factual information. The investigators will immediately notify the Administrator, Village Attorney, or Board President, where applicable, if the complaint contains allegations that may rise to the level of criminal activity, such as battery, rape or threats. The investigators will maintain appropriate records of the investigation. Upon completion of the investigation, the investigators will inform the complainant and target of the outcome of the investigation and will present a reporting of the investigation and its results to the Village Board and/or the Village Administrator. The confidentiality of the investigation will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances.
- G. The Village will take prompt and effective remedial action designed to end the prohibited behavior, which may include appropriate responsive and disciplinary action, up to and including termination or removal. Responsive action may include, for example, training, referral to counseling, or reassignment, and disciplinary action may include, but is not limited to warning, reassignment, suspension, or termination or removal. If the Village does not employ the subject involved in the harassing or inappropriate conduct, then that individual will be informed of the Village's policy and appropriate remedial action will be taken. The actions taken cannot have the direct or indirect impacts of hurting the complainant's or target's career by forcing him/her to an inferior role within the organization.

Further, the Village will correct any adverse employment action an employee experienced due to conduct prohibited by this policy. In all cases, the Village will make follow-up inquiries to make sure the harassment, discrimination or retaliation has stopped. If an employee is not satisfied with the results, or if further harassment or other unacceptable conduct occurs, then the employee should promptly follow the reporting process identified above.

The complainant, target, or employees accused of harassment may file an appeal with the Village Administrator or the Village Board President if they disagree with the investigation or disposition.

RETALIATION

Retaliation against any employee for filing a harassment, discrimination or retaliation complaint, or for assisting, testifying or participating in the investigation of such a complaint, is prohibited by the Village and may be prohibited by state and federal law.

Retaliation is a form of misconduct. Any evidence of retaliation shall be considered a separate violation of this policy and shall be handled by the same complaint procedures established for harassment and discrimination complaints. Employees who are found to have retaliated against a complainant, target, or witness will subject themselves to severe discipline which shall be separate from, and in addition to, any discipline determined to be appropriate as a result of the Village's findings on the initial complaint. Because of the Village's commitment to prohibiting retaliatory behavior, employees and officeholders should expect that consequences for retaliation will be severe and likely resulting in discipline up to and including discharge or pursuit of removal.

This policy does not protect employees from being disciplined for filing frivolous or fraudulent complaints, or for untruthfulness, misleading behavior or lack of candor, nor does it protect them from personal sanctions stemming from defamation suits.

TRAINING

The Village will provide periodic and refresher training concerning the nature of harassment, discrimination and retaliation in the workplace and prohibitions on such actions defined in this policy. Any employee who has any questions or concerns about this policy should talk with his or her supervisor or the Chief of Police or Village Administrator.

OUTSIDE AGENCIES

Employees also have the ability to promptly report any violations of law, including assault, rape, battery or other harm to appropriate criminal law enforcement authorities. Employees may also report their harassment, discrimination or retaliation claims to both State and Federal Agencies. Those contacts are as follows: The Equal Rights Division, Department of Workforce Development, 201 East Washington Avenue, P.O. Box 8928, Madison, WI 53708, Telephone: (608)266-6860; and the U.S. Equal Employment Opportunity Commission, 310 West Wisconsin Avenue, Suite 800, Milwaukee, WI 53203, Telephone: (414)297-1111.

ORDINANCE NO. 13-2018

AN ORDINANCE TO AMEND SECTION 1.34(1) OF THE
GERMANTOWN MUNICIPAL CODE RELATING TO THE
COMPOSITION OF MEMBERS FOR THE LIBRARY BOARD

WHEREAS, the Village Board previously adopted Section 1.34(1) of the Municipal Code which establishes a Library Board within the Village; and

WHEREAS, the Library Board was created under the authority of Wis. Stat. § 43.54, which authorizes a local municipality to include non-residents on the Library Board; and

WHEREAS, the Village Board in recognition of the fact that the Germantown Public Library serves a population greater than just Village residents; and

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

SECTION I

Section 9.041 of the Germantown Municipal Code is hereby amended to read as follows (NOTE: additions are underlined, deleted text is ~~struck through~~):

- (1) **MEMBERSHIP.** The Library Board shall consist of 7 members who shall be appointed by the Village President, subject to confirmation by the Village Board. One of such members shall be the Germantown School District Administrator or his representative, one shall be a Village Trustee, and 5 shall be residents of the Village, except that one resident member may be a resident of a municipality outside of the Village provided that they reside within the Germantown School District. All members shall serve 3-year terms, such terms to be staggered from July 1, except that the Village Trustee shall serve during his term in office. If the Trustee leaves his elected position on the Village Board during his term on the Library Board, his position on the Library Board shall automatically terminate upon his leaving office and the Village President shall appoint a replacement to fill the unexpired term.

SECTION II

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 III

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

SECTION IV

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

Introduced by Trustee:

Adopted:

Vote: Ayes:

Nays:

Absent:

Dean Wolter, Village President

ATTEST:

Deanna Boldrey

Approved as to form:

Brian C. Sajdak, Village Attorney

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 54-2018

GERMANTOWN SOCCER CLUB FIELD USAGE AGREEMENT FOR 2018-2020

WHEREAS, for several years affiliate agreements have been in place between the Village of Germantown and Community Youth Athletic Organizations, including the Germantown Soccer Club. The Germantown Soccer Club (GSC) is a not for profit organization which serves over 300 youth annually. In March 2016, following review and recommendation by the Park & Recreation Commission, the Village Board approved an agreement with the GSC that will expire on June 30, 2018; and,

WHEREAS, a new agreement for 2018-2020 is attached. This agreement is identical to the current agreement. Appendix A defines the assigned field space. A per participant fee of \$10 is incorporated to help address deficiencies in field maintenance. The fees paid are deposited in the Park and Recreation Facility Fund designated for use by the Village to help maintain the spaces used by the GSC. Appendix B is included to help define the maintenance schedule; and,

WHEREAS, This agreement has been reviewed by the Germantown Soccer Club, and the Village Attorney. On June 27, 2018, the Park and Recreation Commission met and recommended the attached agreement; and

NOW THEREFORE BE IT RESOLVED, that the attached Agreement Between the Village of Germantown and the Germantown Soccer Club is hereby approved.

Introduced by: _____

Adopted: July 2, 2018

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, July 2, 2018

AGENDA ITEM: New Business

ITEM TITLE: Germantown Soccer Club - Field Usage Agreement 2018-2020

SUBMITTED BY: Mark Schroeder, Park & Recreation Director

SUMMARY EXPLANATION:

For several years, affiliate agreements have been in place between the Village of Germantown and community youth athletic organizations, including the Germantown Soccer Club. The Germantown Soccer Club (GSC) is a not for profit organization which serves over 300 youth annually. In March 2016, following review and recommendation by the Park & Recreation Commission, the Village Board approved a 3-year agreement with the GSC. This agreement will expire on June 30, 2018.

Attached for your review and recommendation is a new 3-year agreement for 2018-2020. This agreement is identical to the current agreement with the exception of change in dates. Appendix A defines the assigned field space. A per participant fee of \$10 is incorporated to help address deficiencies in field maintenance. The fees paid are deposited in the Park and Recreation Facility Fund designated for use by the Village to help maintain the spaces used by the GSC. Appendix B is included to help define the maintenance schedule.

This agreement has been reviewed by the Germantown Soccer Club, and the Village Attorney. Following review and recommendation by the Park and Recreation Commission, this agreement is before the Village Board for approval.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

Attachment: 2018-2020 Field Usage Agreement

RECOMMENDATION:

At the June 27th Park and Recreation Commission meeting, a motion was made by Commissioner Miller, seconded by Commissioner Leukert, to recommend to the Village Board to approve the Germantown Soccer Club Field Usage Agreement for 2018-2020. Motion carried unanimously.

FACILITY USAGE AGREEMENT

This Agreement entered into as of the date specified below by and between the **VILLAGE OF GERMANTOWN**, Washington County, Wisconsin (the “Village”) and **GERMANTOWN SOCCER CLUB**, Germantown, Wisconsin (the “User”).

In consideration of the mutual obligations, undertakings, promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **USAGE OF FIELD:** The Village hereby agrees to allow the User to utilize six (6) fields at Friedenfeld Park, one (1) field at Dheinsville Park, two (2) fields at Kinderberg Park, and one (1) field at Haupt Strasse Park (see appendix A) for league games and practices (the “Premises”).
2. **RIGHT OF USAGE:** The Village’s Parks and Recreation Department shall have charge of scheduling the various sport fields located at Friedenfeld Park, Dheinsville Park, Kinderberg Park, and Haupt Strasse Park and will have priority in usage of the fields for recreation programs. The User will be allowed non-exclusive use of soccer fields for games and practices during the spring (April – June) and fall (September – October) seasons. The Village reserves the right to close the fields at any time for routine or preventative maintenance, poor or unsafe conditions and/or at other times when deemed in the best interest of the Village. The soccer fields may be utilized by the Village, in its sole discretion, for soccer practices as well as other recreational uses, including without limitation, use by other applicants, associations, or teams.
3. **REPAIRS:** User agrees that any repairs that need to be completed to the Premises resulting from User’s use thereof shall be the sole responsibility of the User, provided that Village may, in its sole discretion, choose to complete any repair work on its own and invoice User for the cost thereof. Such invoice shall be paid within 60 days of its issuance.
4. **TERMS:** The term of this agreement is three (3) years and shall commence on July 1, 2018 and terminate on June 30, 2020 unless terminated or renewed in accordance with this agreement.
5. **IMPROVEMENTS:** It is understood and agreed that the Premises will be used by the User for games and related lawful uses. The User may, at its own expense, construct and install improvements and equipment on the Premises to carry out its purposes and use thereof, provided that such work and equipment shall first be approved by the Village. Approvals are required by the Park and Recreation Director, Park and Recreation Commission, Building Inspection and possibly Planning Commission and Village Board depending on project and improvements. Any permanent structures or improvements installed by User shall become property of the Village, while any non-permanent improvements shall remain property of the User.
6. **FEES:** Germantown Soccer will assess a \$10.00 fee for each participant playing in the league. The fee will be deposited in a non-reverting and non-lapsing fund to be used for preventative and routine maintenance and/or improvements at the Village’s discretion.

Routine maintenance will be performed according to the schedule outlined in Appendix B and shall be agreed upon by both the Village and Germantown Soccer.

7. **SPONSORSHIP:** The Village reserves and retains all naming rights and all rights and privileges for sponsorships, advertising and promotions. In the event that this agreement relates to the scheduling of a tournament, camp or clinic, the User shall provide the Village with written notice of any event sponsors, including the name of the sponsors and other information that may be requested by the Village. Event sponsorships will be permitted unless such sponsorship conflicts with any other Village sponsorships.
8. **ASSIGNMENT AND SUBLETTING:** User may not assign this agreement or the usage of the Premises, or any part thereof, to any other organization.
9. **COMPLIANCE WITH LAW:** User shall maintain the playing facility and comply with the highest safety standards set forth by the User's governing body. Except as otherwise provided for within this Agreement and those changes undertaken at User's discretion subject to the terms herein, User shall not be required to make any alterations, additions or improvements to the premises.
10. **LIABILITY:** User, on behalf of itself and its affiliates, successors, heirs and assigns, hereby releases and holds the Village and its officers, employees, representatives and agents harmless from any and all liability of any kind or nature occasioned by any act or omission within or on the Premises. User further agrees to keep in full force and effect during the term of this agreement, a public liability insurance policy, written and issued by a responsible insurance company acceptable to the Village, insuring itself and the Village against injury to property, person, or loss of life arising out of the use and occupancy of the demised premises, with limits of at least \$100,000 property damage, \$500,000 for one person, and \$1,000,000 for any number of persons injured or killed in any one accident, and shall furnish the Village adequate and written evidence of such coverage annually.
11. **AMENDMENT AND DEFAULT:** This Agreement may be amended at any time upon the mutual written agreement of the parties. This Agreement may be terminated in the event of the default of any of the terms and conditions set forth herein provided that User has failed to correct such default following 30 days written notice by the Village to User.

Entered into this 3rd day of July, 2018

VILLAGE OF GERMANTOWN

GERMANTOWN SOCCER CLUB

Village President

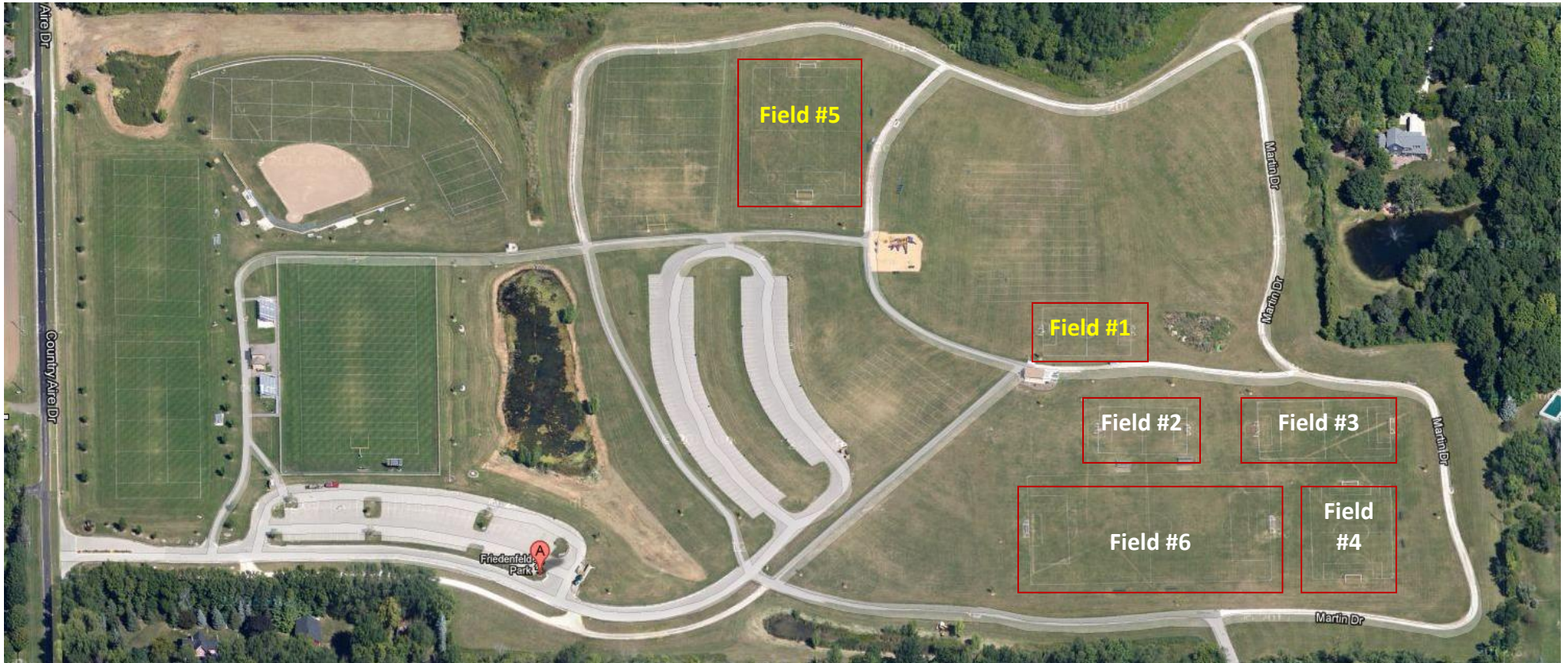
Regional Director

Village Clerk

Park & Recreation Director

APPENDIX A

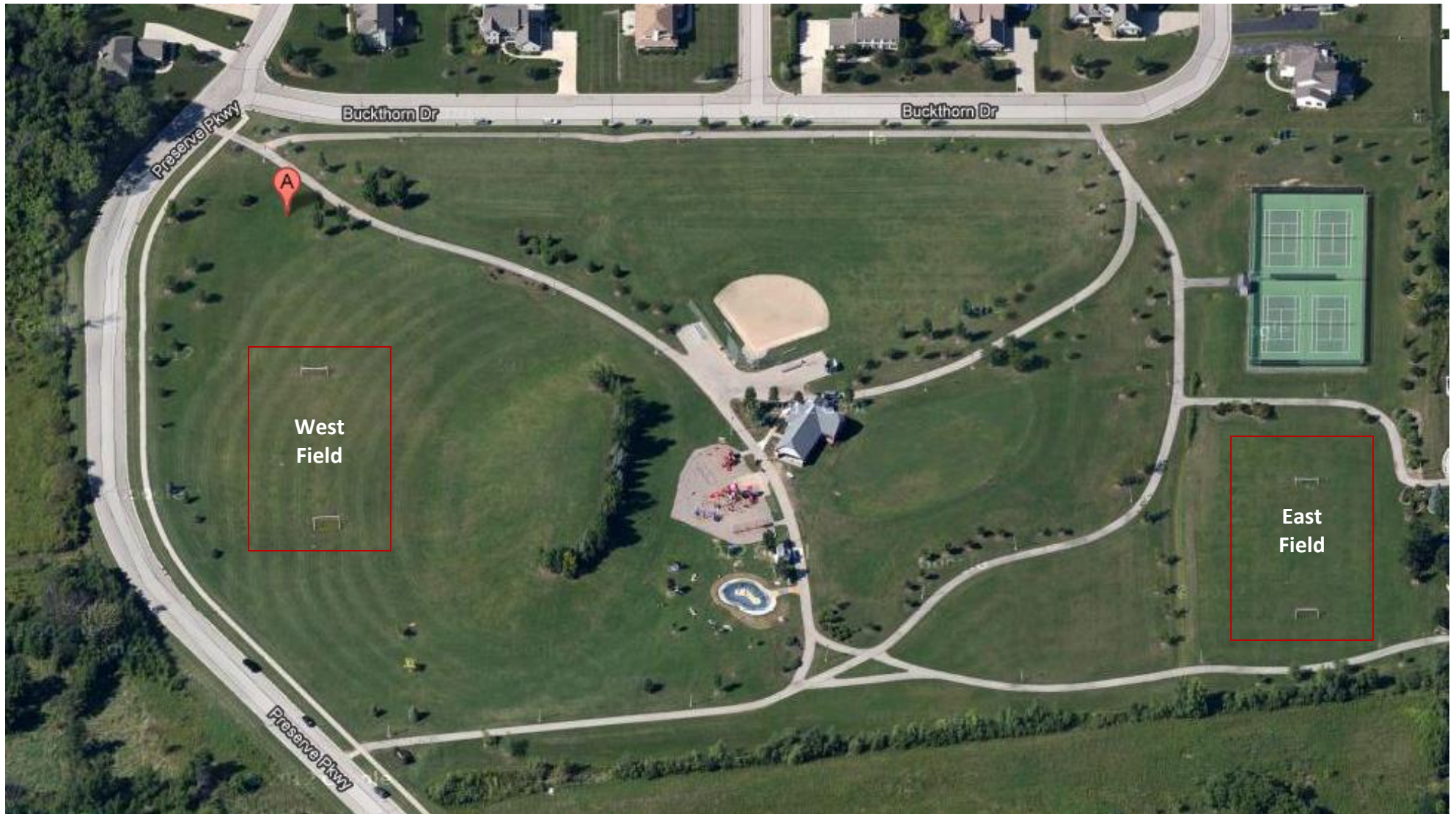
Friedenfeld Park Field Map



Dheinsville Park Field Map



Kinderberg Park Field Map



Haupt Strasse Park Field Map



APPENDIX B

Germantown Soccer Friedenfeld Park Field Maintenance Schedule

Friedenfeld Sports Turf			
Maintenance - Germantown Soccer			
Maintenance	Recommended Frequency Per Yr	Cost Per Application	Total Cost Using Recommended Frequency
Aerating	2	\$390.00	\$780.00
Fertilizing	4	\$595.00	\$2,380.00
Broadleaf Spray	2	\$448.00	\$896.00
Total Cost:			\$4,056.00
NOTE: Coverage of Fields 1 through 6			

NOTE: Cost listed about is approximate and may need to be adjusted on an annual basis dependant on the cost of fertilizer and broadleaf spray.

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 55-2018

**CONTRACT WITH FRANK ARMSTRONG ENTERPRISES IN AN AMMOUNT NOT TO
EXCEED \$18,507 FOR SPASSLAND PARK TENNIS COURT PROJECT**

WHEREAS, Monies were included in the 2018 Budget to repair the structural cracks and resurface two tennis courts at Spassland Park. The scope of the work includes cleaning, patching, crack filling, installation of the Amor Crack Repair System, two coats of resurfacing material, two coats of color and court lining; and,

WHEREAS, project plans were sent to four companies that specialize in this type of work. One company responded, Frank Armstrong Enterprises, Inc. with a bid of \$18,507; and,

WHEREAS, on June 27, 2018, the Park and Recreation Commission met and recommended to award the contract to Frank Armstrong Enterprises, in an amount not to exceed \$18,507 for materials and labor to complete the Spassland Park Tennis Court Project; and,

NOW THEREFORE BE IT RESOLVED, that the Village Board approves contracting with Frank Armstrong Enterprises in an amount not to exceed \$18,507 for the completion of the Spassland Park Tennis Court Project.

Introduced by: _____

Adopted: July 2, 2018

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, July 2, 2018

AGENDA ITEM: New Business

ITEM TITLE: Spassland Park Tennis Court Project

SUBMITTED BY: Mark Schroeder, Park & Recreation Director

SUMMARY EXPLANATION:

Monies were included in the 2018 Budget to repair the structural cracks and resurface the two tennis courts at Spassland Park. In general, outdoor courts need to be re-surfaced/color coated every 7-10 years depending on drainage, court location, weather, and type of use. The Spassland Park courts were last re-surfaced in 2007. The scope of work includes cleaning, patching, crack filling, installation of the Amor Crack Repair system, two coats of resurfacing material, two coats of color, and court lining.

Four companies that specialize in this type of work were sent project plans, with only one company, Frank Armstrong Enterprises, Inc. submitting a bid for this project as follows:

- Frank Armstrong Enterprises \$18,507

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

RECOMMENDATION:

At the June 27th, 2018 Park and Recreation Commission Meeting, a motion was made by Commissioner Miller, seconded by Commissioner Knop to send forth a positive recommendation to the Village Board to award the contract to Frank Armstrong Enterprises, in an amount not to exceed \$18,507, for materials and labor to complete the Spassland Park Tennis Court Project. Motion carried unanimously. Monies to come from 2018 Budget Account #10-552-570-8200.