

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: TUESDAY, January 22, 2019 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: January 7, 2019 Regular Village Board Meeting.
- B. Accounts payable/payroll
- | | | | |
|----|------------------|------------------|---------------|
| 1. | January 8, 2019 | Payroll (Hourly) | \$ 223,205.07 |
| 2. | January 10, 2019 | Accounts Payable | \$ 796,021.51 |
| 3. | January 15, 2019 | Payroll (Salary) | \$ 103,267.12 |
- C. Operator's Licenses: Jazmin Dickerson, Steven Hanks.
[Recommended]
- The following items were forwarded from **Public Works** with a unanimous recommendation.
- D. Purchase of Street Sweeper from Johnston Pure Vac Sweeper, in an amount not to exceed \$284,260.
- E. Purchase of 2020 Western Star 4700 SF Patrol Truck from Truck Country of Wisconsin, in an amount not to exceed \$188,428.
- F. Resolution 04-2019, Contract with MACORP for the Interior Painting of the Senior Center in an amount not to exceed \$17,289.

- G. Resolution 05-2019, Contract with Premier Flooring for the Replacement of Flooring of the Senior Center in an amount not to exceed \$29,230.

VIII. OLD BUSINESS:

- A. None.

IX. PUBLIC HEARING:

- A. None.

X. NEW BUSINESS:

- A. Resolution 06-2019, Awarding the Sale of \$6,725,000** General Obligation Community Development Bonds, Series 2019A, Providing the Form of the Bonds; and Levying a Tax In Connection Therewith. **Dollar Amount is Preliminary and Subject to Change at the Meeting.
- B. Resolution 07-2019, Awarding the Sale of \$1,755,000** Taxable General Obligation Community Development Bonds, Series 2019B, Providing the Form of the Bonds; and Levying a Tax In Connection Therewith. **Dollar Amount is Preliminary and Subject to Change at the Meeting.
- C. Resolution 08-2019, Authorizing the Execution of a Purchase Agreement with Ellsworth Corporation. For the Sale of .02-acres of Land from the Village of Germantown on Maple Road in the Germantown Industrial Park.
- D. Conditional Use Permit for a Dog Training Facility, D. Lynne Luckow, Redline Training Center and Behavioral Consultation, LLC, Agent For Ozaukee Development Corporation, Property Owner – W188 N11786 Maple Road, Suites 2,3,4.
- E. Conditional Use Permit to Operate a Habitat for Humanity Store. Habitat for Humanity of Washington and Dodge Counties, Wis., Inc., Property Owner W190 N10768 Commerce Circle.
- F. Resolution 10-2019, Contract with GRaEF for Assistance and Consultation in regards to the 2050 Comprehensive Land Use Plan Project in an amount not to exceed \$115,000.
- G. Purchase of Monitor Simplex Booster Water Pump Station for the installation along Goldendale Road in an amount not to exceed \$135,000.
- H. Police Chief Succession Plan.

- I. Administrator 2019 Goals and Objectives. The Village Board may convene into closed session per Wis. Stats. §19.85 (1) (c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and may convene into open session to take such action as it deems appropriate.

XI. ADJOURNMENT.

The next regular meeting of the Village Board will be on Monday, February 4, 2019 at 7:00 p.m.

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

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
January 7, 2019**

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, and Zabel. Also present: Administrator Kreklow, Director Retzlaff, Clerk Braunschweig, Attorney Sajdak, Support Services Manager Tucker, Director Schroeder, Patti Heinen, Katie Rodger, Captain Snow, Eric Nitschke, and Director Ratayczak.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

President Wolter read the Proclamation in Recognition of Florence "Flo" Przybyla, Celebrating 100 years. The Board and Gallery wishes Flo well and a very Happy Birthday.

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:

The Gallery was full.

Terry Tschetter of Wilson Drive commented against the rezoning. He questioned the method of communication on the rezoning. He spoke in favor of reconsideration of the zoning. There was applause.

Kristine Huber of Windsong Circle East spoke in favor of reconsideration of zoning. She received the notice for the Veridian Homes meeting. She believes the notice from Veridian Homes was vague and the timing of the Public Hearing before Christmas was bad timing. She spoke against the rezoning and prefers the greenspace. She spoke in favor of Rs-4 zoning. There was applause.

Mary Bykowski of Wilson Drive commented that did she did not receive Veridian Home notice. She spoke in regards to other developments that are on larger lots. She reviewed the zoning code. There was applause.

Glen Aveni of Raintree Drive commented that the Markets are going down. He commented that developing the property is a good thing. He spoke in favor of development and zoning.

Jan Miller of Windsong Circle commented that she did not know of the Veridian Home meeting. She commented that the area is a beautiful space and there is wildlife there. She spoke in favor of expanding the park. She suggested to table action until the public has input.

APPOINTMENTS:

Senior Center Advisory Committee Appointment
Member Jackie Shebesta

Present - 04/30/2020

MOTION (Myers/Zabel) to Approve of the Appointment of Jackie Shebesta to the Senior Center Advisory Committee. Motion Carried Unanimously.

CONSENT AGENDA:

- A. Approval of Minutes: December 7, 2018 Regular Village Board Meeting.
- B. Accounts payable/payroll
- | | | | |
|----|-------------------|------------------|----------------|
| 1. | December 14, 2018 | Payroll (Salary) | \$ 91,608.48 |
| 2. | December 21, 2018 | Payroll (Hourly) | \$ 230,316.14 |
| 3. | December 25, 2018 | Accounts Payable | \$1,065,572.32 |
| 4. | December 31, 2018 | Payroll (Salary) | \$ 90,514.25 |
| 5. | December 31, 2018 | Accounts Payable | \$ 24,492.48 |
- C. Operator's Licenses: Kayla Mulhern, Lisa Nelson, Kaitlin Siebenlist, Jessica Urban.

[Recommended]

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

- D. Resolution 1-2019, Approving Salaries and Compensation for Exempt Employee's and Other Non-Represented Support Staff.

MOTION (Baum/Myers) to approve Consent Agenda Items A-C, except for item D. Zabel requested to pull item D, Resolution 1-2019, Approving Salaries and Compensation for Exempt Employee's and Other Non-Represented Support Staff. Roll Call Vote Carried Unanimously.

MOTION (Zabel/Baum) hold Item D. Resolution 1-2019, Approving Salaries and Compensation for Exempt Employee's and Other Non-Represented Support Staff to be taken up after closed session, item F., to allow for discussion of the Administrator's Increase. Roll Call Vote Carried Unanimously.

OLD BUSINESS:

Resolution 88-2018, Adoption of the Comprehensive Hiring Policy, General Hiring Process for Non-Represented Positions.

MOTION (Zabel/Miller) to Approve Resolution 88-2018, the Adoption of the Comprehensive Hiring Policy, General Hiring Process for Non-Represented Positions. Motion Carried Unanimously.

Reconsideration of and Potential Action on: Ordinance 23-2018 to Rezone from the A-2: Agricultural Zoning District to the Rs-6: Single-Family Residential Zoning District to develop a 30-lot single family residential subdivision – Veridian Homes, Agent for the Germantown School District, N104 W14942 Donges Bay Road (approximate) 15.39 Acres, Tax Key GTNV 263-988.

The Village Attorney Sajdak reminded the board that the person making the motion would have to be from the majority, winning side, of the vote from the December 17, 2018, meeting. The motion is debatable. If the reconsideration passes, the motion that was in place is then before the body and it can be voted down or amended.

MOTION (Myers/Wolter) for the Approval of the Reconsideration of Ordinance 23-2018 to Rezone from the A-2: Agricultural Zoning District to the Rs-6: Single-Family Residential Zoning District to develop a 30-lot single family residential subdivision – Veridian Homes, Agent for the Germantown School District, N104 W14942 Donges Bay Road (approximate) 15.39 Acres, Tax Key GTNV 263-988. Motion carried Unanimously.

The Original Motion from December 17, 2018, was then in place.

MOTION (Baum/Miller) to approve Ordinance 23-2018 to Rezone from the A-2: Agricultural Zoning District to the Rs-6: Single-Family Residential Zoning District to develop a 30-lot single family residential subdivision – Veridian Homes, Agent for the Germantown School District, N104 W14942 Donges Bay Road (approximate) 15.39 Acres, Tax Key GTNV 263-988.

Discussion ensued of Ordinance 23-2018 and the zoning.

Director Retzlaff presented the Powerpoint presentation from the December 17, 2018 meeting. The Surrounding Zoning / Uses are: North, I, Institutional; South, Rs-5, Residential; East, Rs-4, Residential; and West, A-2, Agricultural. The Veridian Home area is 15 acres. The Preserve, East of the Preserve, East of Kinderburg Park, and Heritage Hills are zoned Rs-4. South of the School Property is Windsong which is zoned Rs-5. East of Windsong is Sunberry Downs which is zoned Rs-5. To the West there are two parcels zoned Agricultural.

The Rs-4 minimum lot is 20,000 square feet. Some of the lots (on Wilson Drive) in Rs-4 are 15,000 square feet because it was Planned Development District, overlay zoning district for portions of Heritage Hills. The minimum lot size requirements were exchanged for other concessions by the developer. The average of the proposed development is roughly 14,000 square feet.

The notification in the zoning code is for property owners at 300 feet which is what was done. A neighborhood meeting was held by the Developer, Veridan Homes, at the library. The developer list went beyond the 300 feet. The Developer neighborhood meeting is not a requirement nor a Village meeting.

The Traffic Impact was discussed. The standard is ten trips per day. For a 30 lot subdivision it would be approximately 300 trips per day.

The Public Hearing notification was sent out to property owners at 300 feet which is what is done. This is a Village Ordinance.

The Wetland Areas Map were shown and discussed.

Wing referenced the 76 signatures collected for the Reconsideration of Ordinance 23-2018.

Wing commented the notices are too vague and should go to property owners at 500 foot rather than 300 foot. Wing distributed a color coated map showing a comparison of the lot sizes.

Matt Cudney of Veridian Homes was invited to the podium. Discussion ensued of larger lot sizes. The ranch homes are a minimum of 1,750 square feet and the two story are a minimum of 2,000 square feet. This is similar to the Preserve. The outside will be vinyl and masonry. Shingles and landscaping are part of the package.

Miller commented he had contacted the Village Assessor in regards to values. The Assessor conveyed to Miller that the development would not have affect to current homes. The eastside of Heritage Hills is zoned Rs-6 on Donges Bay is abutted to Rs-4.

The Village Administrator commented that if the lot sizes decrease than the means there are fewer lots to support the infrastructure costs. This could cause cut corners. These are meant to be high quality homes.

MOTION (Wing/Kaminski) to Amendment to the Motion send the item back to Plan Commission for Consistency of the Neighborhoods and not as dense as Rs-6. Motion Carried Unanimously.

Bob Banner of Crabtree Lane came to the podium. He would like notification of the Plan Commission meeting. Pres. Wolter commented to look at the website and posting boards at the Library and Village Hall.

Jeff Retzlaff commented that Public Hearings will be held at the Plan Commission and notices will be mailed out.

Village Administrator commented that notices are posted on the Village Website.

A short recess was taken as most residents in the Gallery exited.

PUBLIC HEARING:

Our Saviour's United Church of Christ, Property Owner, W172 N12533 Division Road, Tax Key #161-973. Application for Historic Designation pursuant to Section 26.06 of the Municipal Code.

President Wolter Read the Item. Director Retzlaff gave presentation and background. The Plan Commission and Historic Preservation Commission recommended approval of the Historic Designation of Our Saviour's United Church of Christ, W172 N12533 Division Road, Tax Key #161-973.

Pres. Wolter read the Public Hearing Notice and opened the Public Hearing at 8:37 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.

Marge Miller of Country Aire Drive came to the podium. She is a member of the Church and has been a member of the church for her entire life. The Church would appreciate the approval.

No one else spoke.

President Wolter closed the Public Hearing at 8:38 p.m.

Gary & Marcia Kons, Property Owners, W148 N13491 Pleasant View Drive, Tax Key #112-408. Rezone the property from the A-2 Agricultural Zoning District to the Rs-1 Single Family Residential Zoning District pursuant to Section 17.14 of the Municipal Code.

President Wolter Read the Item. Director Retzlaff gave a presentation and background of the requests. The Plan Commission recommended approval of the amendment to the Land Use Map and Rezoning.

Pres. Wolter read the Public Hearing Notice and opened the Public Hearing at 8:40 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.

Jim Pfington of Pleasantview Drive came to the podium. He lives across the street from the property. He does not have objections. Residents like the rural flavor of Germantown.

No one else spoke.

President Wolter closed the Public Hearing at 8:43 p.m.

NEW BUSINESS:

Ordinance 01-2019 for Historic Designation, Our Saviour's United Church of Christ, Property Owner, W172 N12533 Division Road, Tax Key #161-973.

MOTION (Baum/Warren) to approve Ordinance 01-2019 for Historic Designation, Our Saviour's United Church of Christ, Property Owner, W172 N12533 Division Road, Tax Key #161-973. Miller commented that he is very happy as this was his family church. The property line does extend to the center line of the road. Motion Carried Unanimously.

Ordinance 02-2019 to Rezone from the A-2 Agricultural Zoning District to the Rs-1 Single Family Residential Zoning District; and, 2-Lot Certified Survey Map, Gary R. & Marcia K. Kons, Property Owners, W148 N13491 Pleasant View Drive, Tax Key #112-408.

MOTION (Baum/Myers) to approve Ordinance 02-2019 to Rezone from the A-2 Agricultural Zoning District to the Rs-1 Single Family Residential Zoning District; and, 2-Lot Certified Survey Map, Gary R. & Marcia K. Kons, Property Owners, W148 N13491 Pleasant View Drive, Tax Key #112-408. Motion Carried Unanimously.

Approval of Intergovernmental Agreement with the Germantown School District for the Use of Facilities for Park and Recreation Programs.

Village Administrator Kreklow reported that Park and Recreation Staff, Village Attorney Sajdak, and himself attended a meeting with School District Representatives last Thursday. An agreement will go before the Village Board and School Board. This will be on next Monday's School Board meeting. The term is for a three year period. The charge would be \$195,000 per year. It is likely that the tennis program would be modified. The best estimate cost to users would be \$175,000 per year.

The draft has the fees phased in over three years. 25% would be paid starting this summer, 50% next year, and 75 % the following year. This would impact the program users, primarily Kids Club and Tykes Sight. 80% of the fees are paid by the parents. Full time user of Kids Club would see an increase of \$150 per child during the school year. There would be an additional \$250 per child for the Summer Program. The Tyke Sight program would increase \$695 per year.

Discussion ensued of communication to parents and families in regards to the impact of the changes.

Director Schroeder commented that this is a significant impact to families. Detail of other community fees were distributed to the board and reviewed.

Discussion of the fees ensued. The Village increases in the past have been very minimal and small increases.

The School Board adopted a Schedule of Fees for the Use of Facilities with categories for different groups. The fee is dependent on the Category of the Group wanting to use the facility.

Richard Erickson, Director of the Germantown School District commented that the Secretary to Building and Grounds spends significant time working with Village Staff. There are supplies used as well as cleaning, heating and lighting. The time has come to make an assessment due to the additional square footing. Mr. Erickson explained the priority groups for facility uses. The agreement will be discussed at the next School Board Meeting.

Resolution 2-2019, The Germantown Professional Police Association Local 306 Union Negotiations.
MOTION (Miller/Zabel) to Approve Resolution 2-2019, The Germantown Professional Police Association Local 306 Union Collective Bargaining Agreement. Motion Carried Unanimously.

Resolution 3-2019, Germantown Municipal Employees Union Local 730 Contract.
MOTION (Zabel/Myers) to Approve Resolution 3-2019, Germantown Municipal Employees Union Local 730 Contract. Motion Carried Unanimously.

Administrator Performance Review. The Village Board may convene into closed session per Wis. Stats. §19.85 (1) (c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and may convene into open session to take such action as it deems appropriate

Motion by (Zabel/Myers) to Convene into closed session at 9:32 p.m. The Village Board and Administrator Kreklow were included in closed session for Item F. Administrator Performance Review. Roll Call Vote Carried Unanimously.

The Board convened into open session at 9:50 p.m.

MOTION (Zabel/Baum) to approve Resolution 1-2019, Approving Salaries and Compensation for Exempt Employee's and Other Non-Represented Support Staff and for the Administrator Salary to be increased by 2.25%. Roll Call Vote Carried Unanimously.

XI. ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 9:51 p.m.

The next regular meeting of the Village Board will be on Tuesday, January 22, 2019 at 7:00 p.m.

Deanna B. Braunschweig

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: Tuesday, January 22nd, 2019

AGENDA ITEM: Consent

ITEM TITLE: Purchase Street Sweeper

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Committee is presenting for Board review the quotes obtained for furnishing a new street sweeper (Johnston Pure Vac Sweeper VT651) as per Village specifications.

Envirotech Equipment	\$284,260
Will accept our current street sweeper for trade in value of \$14,000	
HGAC BUY	\$289,360
Source Well	\$283,160****

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER x

RECOMMENDATION:

Committee unanimously recommends purchasing the street sweeper from Envirotech Equipment (Pewaukee). Their quote is \$1,100 more than purchasing the sweeper from the purchasing co-op Source Well. Staff recommends a purchase this large be bought from a local supplier when the quotes are this close in cost. By buying local, service and any possible warranty work will be performed by the supplier. Staff plans to place our current sweeper on an auction site with a minimum of \$14,000. Once the borrowing has been approved and occurred, staff recommends purchasing a new Johnston Pure Vac Sweeper VT651 from Envirotech Equipment and funds be allocated from Capital Highway Account 40-542-570-8450.

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.

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

MEETING DATE: Tuesday, January 22, 2019

AGENDA ITEM: Consent Agenda

ITEM TITLE: Purchase Patrol Truck

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Committee is presenting for board review the quotes obtained for furnishing a 2020 Western Star 4700sf patrol truck. The results are as follows:

Truck Country	\$188,428
Quality Truck Care Center	\$188,799
I State Truck Center	Declined

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Committee unanimously recommends that once the borrowing has been approved and occurred purchasing a new 2020 Western Star 4700 sf full furnished patrol truck from Truck County of WI in the amount not to exceed \$188,428. Funds shall be allocated from Capital Highway Account 40-542-570-8450.

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. 04-2019

**CONTRACT WITH MACORP FOR THE INTERIOR PAINTING
OF THE SENIOR CENTER IN AN AMOUNT NOT TO EXCEED \$17,289.**

WHEREAS, the Village of Germantown will contract for the interior painting services performed during non-business hours at the Senior Center. The Village received quotes from three contractors; and,

WHEREAS, the Public Works Committee met on January 8, 2019 and recommended to contract with MACORP, in an amount not to exceed \$17,289 for the interior painting of the Senior Center during non-business hours. A portion of the exterior brick work funds will be deferred to the floor project; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the contract with MACORP in an amount not to exceed \$17,289 with MACORP for the interior painting of the Senior Center during non-business hours.

Introduced by: _____

Adopted: January 22, 2019

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: Tuesday, January 22nd, 2019

AGENDA ITEM: Consent Agenda

ITEM TITLE: Painting Senior Center

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Committee is presenting for Board review the quotes obtained for furnishing the labor and materials for painting the interior of the Senior Center. Staff solicited pricing from area contractors and the results are as follows. Please note that the lowest cost is over the \$15,000 budget. We would recommend that we defer the exterior brick work (\$10,000) and utilize a portion of those funds to help offset the overage. Lastly the figure in () reflects the cost of performing the work during non-business hours. It is our recommendation to do so; therefore, we included the cost in the figure provided. The Village could "save" the money if the work was to be performed during standard working hours.

MACORP	\$17,289.00 (\$715)
State Painting	\$26,830 (\$3,700)
Precise	\$26,837 (\$3,163)

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Committee unanimously recommends contracting MACORP to supply labor and materials for the painting of the Senior Center in the amount not to exceed \$17,289. If approved funds shall be allocated from Buildings account 10-519-570-8254.

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. 05-2019

**CONTRACT WITH PREMIER FLOORING FOR THE REPLACEMENT OF FLOORING
AT THE SENIOR CENTER IN AN AMOUNT NOT TO EXCEED \$29,230**

WHEREAS, the Village of Germantown will contract for the floor replacement services at the Senior Center. The Village received quotes from two floor vendors; and,

WHEREAS, the Public Works Committee met on January 8, 2019 and recommended to contract with Premier Flooring, in an amount not to exceed \$29,230 for the floor replacement which includes labor and materials. A portion of the exterior brick work funds will be deferred to the floor project; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the contract with Premier Flooring in an amount not to exceed \$29,230 for the floor replacement which includes labor and materials.

Introduced by: _____

Adopted: January 22, 2019

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: Tuesday, January 22nd, 2019
AGENDA ITEM: Consent Agenda
ITEM TITLE: Flooring Senior Center
SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Committee is presenting for Board review the quotes obtained for furnishing the labor and materials for replacing flooring at the Senior Center. Staff solicited pricing from area contractors and the results are as follows. Please note that the lowest cost is over the \$25,000 budget. We would recommend that we defer the exterior brick work (\$10,000) and utilize a portion of those funds to help offset the overage.

Premier Flooring	\$29,230.00
Carpet City	\$33,872.86
Carpet Town	Missed dead line

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Committee unanimously recommends contracting with Premier Flooring to supply labor and materials for the removal and placement of new flooring in the Senior Center in the amount not to exceed \$29,230. If approved funds shall be allocated from Buildings account 10-519-570-8254.

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.

Deanna Braunschweig

From: Janice Wick
Sent: Tuesday, January 15, 2019 3:09 PM
To: Deanna Braunschweig
Subject: Public Works Committee Agenda Items - VB Jan. 22, 2019

CONSENT AGENDA:

STREET SWEEPER PURCHASE:

MOTION made by Hughes, seconded by Warren to forward to Village Board with a positive recommendation authorizing the purchase of a new street sweeper (Johnston Pure Vac Sweeper VT651) from Envirotech Equipment for an amount of \$284,260.00 contingent upon borrowing approval. Funds to be allocated from Acct. #40-542-570-8450.

Motion carried unanimously.

PATROL TRUCK PURCHASE:

MOTION made by Warren, seconded by Hughes to forward to the Village Board with a positive recommendation authorizing the purchase of one 2020 Western Star 4700 Patrol Truck from Truck Country of WI for an amount not to exceed \$188,428 contingent upon borrowing approval. Funds to be allocated from Capital Highway Acct. #40-542-570-8450.

Motion carried unanimously.

SENIOR CENTER - PAINTING

MOTION made by Zabel, seconded by Hughes to forward to the Village Board with a positive recommendation to contract MACORP for an amount not to exceed \$17,289 for the interior painting at the Senior Center. Funds to be allocated from Acct. #10-519-570-8254.

Motion carried unanimously.

SENIOR CENTER - FLOORING:

MOTION made by Hughes, seconded by Warren to forward to the Village Board with a positive recommendation to contract Premier Flooring for an amount not to exceed \$29,230 for material and labor to install flooring at the Senior Center. Funds to be allocated from Acct. #10-519-570-8254.

Motion carried unanimously.

NEW BUSINESS:

BOOSTER PUMP EQUIPMENT PURCHASE:

MOTION made by Hughes, seconded by Warren to forward to the Village Board with a positive recommendation authorizing the purchase of a Monitor Simplex Booster Station for an amount of \$135,000 to be used for fire suppression as part of the TIF #8 development.

Motion carried 3 – 1 (Zabel)

RESOLUTION NO. 06-2019

RESOLUTION AWARDING THE SALE OF \$6,725,000**
GENERAL OBLIGATION COMMUNITY DEVELOPMENT
BONDS, SERIES 2019A; PROVIDING THE FORM OF THE BONDS;
AND LEVYING A TAX IN CONNECTION THEREWITH

WHEREAS, on December 17, 2018, the Village Board of the Village of Germantown, Washington County, Wisconsin (the "Village") adopted a resolution entitled: "Resolution Authorizing the Borrowing of Not to Exceed \$8,480,000; and Providing for the Issuance and Sale of General Obligation Community Development Bonds Therefor" (the "Authorizing Resolution") which authorized the issuance and sale of general obligation community development bonds for the purpose of paying the project costs of the Village's Tax Incremental District No. 8 (the "Project");

WHEREAS, pursuant to the Authorizing Resolution, the Village Finance Director (in consultation with the Village's financial advisor) caused Official Notices of Sale to be distributed, offering the aforesaid general obligation community development bonds for public sale in two separate series of bonds on January 22, 2019;

WHEREAS, sealed bid proposals on the Bonds (as defined below) were received as summarized on Exhibit C attached hereto; and

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

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

Section 1. Award of the Bonds. The bid proposal of _____, _____, _____ (the "Purchaser") is hereby accepted, said proposal offering to purchase the \$6,725,000 Village of Germantown General Obligation Community Development Bonds, Series 2019A (the "Bonds") for the sum of _____ DOLLARS (\$_____), plus accrued interest to the date of delivery, resulting in a net interest cost of _____ DOLLARS (\$_____) and a true interest rate of _____%.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Community Development Bonds, Series 2019A," shall be dated February 5, 2019; shall be in the denomination of \$5,000 or any integral multiple thereof; shall bear interest at the rates per annum and mature on February 1 of each year, in the years and principal amounts as set forth in the Pricing Summary attached hereto as Exhibit D and incorporated herein by this reference. Interest is payable semi-annually on February 1 and August 1 of each year commencing on August 1, 2019. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit E and incorporated herein by this reference (the "Schedule").

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

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

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

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged and a direct annual irrepealable tax is hereby levied upon all taxable property of the Village. Said direct annual irrepealable tax shall be levied in the years 2019 through 2037 for payments due in 2020 through 2038 in the amounts as set forth on the Schedule.

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

Proceeds of the Bonds in the amount of \$_____ shall be irrevocably deposited in the Debt Service Fund Account for the Bonds created below and shall be used solely to pay the interest on the Bonds coming due on August 1, 2019.

Section 7. Debt Service Fund Account. There is hereby established in the Village treasury a fund account separate and distinct from every other Village fund or account designated "Debt Service Fund Account for \$6,725,000 Village of Germantown General Obligation Community Development Bonds, Series 2019A, dated February 5, 2019." There shall be deposited in said fund account any premium plus accrued interest paid on the Bonds at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Bonds when the same shall become due and to retire the Bonds at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Bonds and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

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

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

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

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

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

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

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

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

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

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

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

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

Section 14. Execution of the Bonds. The Bonds shall be issued in typewritten form, one Bond for each maturity, executed on behalf of the Village by the manual or facsimile signatures of the Village President and Village Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon

payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the delivery of the Bonds, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

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

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

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

Adopted this 5th day of February, 2019.

Dean Wolter,
Village President

(SEAL)

ATTEST:

Deanna Braunschweig,
Village Clerk

EXHIBIT B

(Form of Bond)

REGISTERED NO. R-__	UNITED STATES OF AMERICA STATE OF WISCONSIN WASHINGTON COUNTY VILLAGE OF GERMANTOWN GENERAL OBLIGATION COMMUNITY DEVELOPMENT BOND, SERIES 2019A
------------------------	--

MATURITY DATE:	ORIGINAL DATE OF ISSUE	INTEREST RATE:	CUSIP:
FEBRUARY 1, 20__	FEBRUARY 5, 2019	_____%	374118__

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS
(\$_____)

KNOW ALL MEN BY THESE PRESENTS, that the Village of Germantown, Washington County, Wisconsin (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on February 1 and August 1 of each year commencing on August 1, 2019 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable in lawful money of the United States. The principal of this Bond shall be payable only upon presentation and surrender of the Bond at the office of the Village Clerk. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the Village Clerk at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

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

This Bond is one of an issue of Bonds aggregating the principal amount of \$6,725,000 all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption

provision, issued by the Village pursuant to the provisions of Chapter 67, Wisconsin Statutes, for the purpose of paying the project costs of the Village's Tax Incremental District No. 8, all as authorized by resolutions of the Village Board duly adopted by said governing body at meetings held on December 17, 2018 and January 22, 2019. Said resolutions are recorded in the official minutes of the Village Board for said dates.

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

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

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

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

IN WITNESS WHEREOF, the Village of Germantown, Washington County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the signatures of its duly qualified Village President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the 5th day of February, 2019.

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY, WISCONSIN

By: _____

Dean Wolter
Village President

(SEAL)

By: _____

Deanna Braunschweig,
Village Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or its Nominee
Name)

(Authorized Officer)

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

RESOLUTION NO. 07-2019

RESOLUTION AWARDING THE SALE OF \$1,755,000**
TAXABLE GENERAL OBLIGATION COMMUNITY DEVELOPMENT
BONDS, SERIES 2019B; PROVIDING THE FORM OF THE BONDS;
AND LEVYING A TAX IN CONNECTION THEREWITH

WHEREAS, on December 17, 2018, the Village Board of the Village of Germantown, Washington County, Wisconsin (the "Village") adopted a resolution entitled: "Resolution Authorizing the Borrowing of Not to Exceed \$8,480,000; and Providing for the Issuance and Sale of General Obligation Community Development Bonds Therefor" (the "Authorizing Resolution") which authorized the issuance and sale of general obligation community development bonds for the purpose of paying the project costs of the Village's Tax Incremental District No. 8 (the "Project");

WHEREAS, pursuant to the Authorizing Resolution, the Village Finance Director (in consultation with the Village's financial advisor) caused Official Notices of Sale to be distributed, offering the aforesaid general obligation community development bonds for public sale in two separate series of bonds on January 22, 2019;

WHEREAS, sealed bid proposals were received on the Bonds (as defined below) as summarized on Exhibit C attached hereto; and

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

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

Section 1. Award of the Bonds. The bid proposal of _____, _____, _____ (the "Purchaser") is hereby accepted, said proposal offering to purchase the \$1,755,000 Village of Germantown Taxable General Obligation Community Development Bonds, Series 2019B (the "Bonds") for the sum of _____ DOLLARS (\$_____), plus accrued interest to the date of delivery, resulting in a net interest cost of _____ DOLLARS (\$_____) and a true interest rate of _____%.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Community Development Bonds, Series 2019B," shall be dated February 5, 2019; shall be in the denomination of \$5,000 or any integral multiple thereof; shall bear interest at the rates per annum and mature on February 1 of each year, in the years and principal amounts as set forth in the Pricing Summary attached hereto as Exhibit D and incorporated herein by this reference. Interest is payable semi-annually on February 1 and August 1 of each year commencing on August 1, 2019. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit E and incorporated herein by this reference (the "Schedule").

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

Section 4. Redemption Provisions. At the option of the Village, the Bonds maturing on February 1, 2027 and thereafter shall be subject to redemption prior to maturity on February 1, 2026 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, from maturities selected by the Village and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on Exhibit F attached hereto and incorporated herein by this reference.]

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

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged and a direct annual irrepealable tax is hereby levied upon all taxable property of the Village. Said direct annual irrepealable tax shall be levied in the years 2019 through 2028 for payments due in 2019 through 2029 in the amounts as set forth on the Schedule.

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

Proceeds of the Bonds in the amount of \$_____. shall be irrevocably deposited in the Debt Service Fund Account for the Bonds created below and shall be used solely to pay the interest on the Bonds coming due on August 1, 2019.

Section 7. Debt Service Fund Account. There is hereby established in the Village treasury a fund account separate and distinct from every other Village fund or account designated "Debt Service Fund Account for \$1,755,000 Village of Germantown Taxable General Obligation Community Development Bonds, Series 2019B, dated February 5, 2019." There shall be deposited in said fund account any premium plus accrued interest paid on the Bonds at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Bonds when the same shall become due and to retire the Bonds at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Bonds and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

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

Section 9. Persons Treated as Owners; Transfer of Bonds. The Village Clerk shall keep books for the registration and for the transfer of the Bonds. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

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

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

Section 10. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York (“DTC”), the Village has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation and an official of the Village has executed such Letter of Representation and delivered it to the DTC on behalf of the Village.

Section 11. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as “final” as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the “Rule”). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The appropriate Village official shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 12. Execution of the Bonds. The Bonds shall be issued in typewritten form, one Bond for each maturity, executed on behalf of the Village by the manual or facsimile signatures of the Village President and Village Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the delivery of the Bonds, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

Section 13. Payment of the Bonds. The principal of and interest on the Bonds shall be paid by the Village Clerk or his or her agent in lawful money of the United States.

Section 14. Continuing Disclosure. The Village hereby covenants and agrees that it will comply with and carry out all of the provisions of its Continuing Disclosure Certificate, which the Village will execute and deliver on the Closing Date. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Village to comply with its obligations under this Section.

Section 15. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village or any parts thereof in conflict with the provisions hereof shall be and the same are hereby rescinded insofar as they may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 5th day of February, 2019.

Dean Wolter,
Village President

(SEAL)

ATTEST:

Deanna Braunschweig,
Village Clerk

EXHIBIT B

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF WISCONSIN
WASHINGTON COUNTY
VILLAGE OF GERMANTOWN
TAXABLE GENERAL OBLIGATION COMMUNITY
DEVELOPMENT BOND, SERIES 2019B

REGISTERED
NO. R-__

MATURITY DATE: ORIGINAL DATE OF ISSUE INTEREST RATE: CUSIP:
FEBRUARY 1, 20__ FEBRUARY 5, 2019 _____% 374118__

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS
(\$_____)

KNOW ALL MEN BY THESE PRESENTS, that the Village of Germantown, Washington County, Wisconsin (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on February 1 and August 1 of each year commencing on August 1, 2019 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable in lawful money of the United States. The principal of this Bond shall be payable only upon presentation and surrender of the Bond at the office of the Village Clerk. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the Village Clerk at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

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

This Bond is one of an issue of Bonds aggregating the principal amount of \$1,755,000 all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption

provision, issued by the Village pursuant to the provisions of Chapter 67, Wisconsin Statutes, for the purpose of paying the project costs of the Village's Tax Incremental District No. 8, all as authorized by resolutions of the Village Board duly adopted by said governing body at meetings held on December 17, 2018 and January 22, 2019. Said resolutions are recorded in the official minutes of the Village Board for said dates.

At the option of the Village, the Bonds maturing on February 1, 2027 and thereafter are subject to redemption prior to maturity on February 1, 2026 or on any date thereafter. Said Bonds are redeemable as a whole or in part, from maturities selected by the Village and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

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

IN WITNESS WHEREOF, the Village of Germantown, Washington County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the signatures of its duly qualified Village President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the 5th day of February, 2019.

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY, WISCONSIN

By: _____

Dean Wolter
Village President

(SEAL)

By: _____

Deanna Braunschweig,
Village Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or its Nominee
Name)

(Authorized Officer)

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

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: January 22, 2019

AGENDA ITEM: New Business **[REZONING & CERTIFIED SURVEY MAP]**

ITEM TITLE: Ellsworth Corporation Offer to Purchase Village Property located at W188 N11614 Maple Road; 3' x 270' (810 sqft land-locked remnant parcel)

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

SUMMARY EXPLANATION:

The Ellsworth Corporation has offered to purchase a 3' x270' (810 sqft) parcel currently owned by the Village of Germantown located at W188 N11614 Maple Road in the Germantown Industrial Park (north of the Fire Department headquarters).

The 3'x270' strip of land lies between two parcels already owned by Ellsworth and acquiring this strip will make it feasible for Ellsworth to combine their parcels and potentially expand their facility on Morse Drive.

ATTACHMENTS:

- ◆ 1/14/19 Staff Report
- ◆ 1/14/19 Plan Commission Meeting Minutes

PLAN COMMISSION RECOMMENDATIONS:

APPROVE the sale of the 3'x270' (810 sqft) parcel to the Ellsworth Corporation as requested with the following recommended condition (which is not a municipal code requirement):

1. Ellsworth should dedicate the additional 27' of right-of-way necessary to complete the full 60' wide right-of-way needed for Maple Road (currently only 33' exists across the 1.0-ac parcel).

VILLAGE PROPERTY PURCHASE REQUEST

1/14/19 Plan Commission Meeting

Ellsworth Corporation

Village Planner Report

Germantown, Wisconsin

Summary

The Ellsworth Corporation has offered to purchase a 3' x270' (810 sqft) parcel currently owned by the Village of Germantown located at W188 N11614 Maple Road in the Germantown Industrial Park (north of the Fire Department headquarters).

Property Location: W188 N11614 Maple Road

**Applicant/
Property Owners:** Ellsworth Corporation
W129N10825 Washington Drive
Germantown, WI

Current Zoning: M-1: Limited Industrial

Adjacent Land Uses		Zoning
North	Industrial	M-1
South	Industrial	M-1
East	Industrial	M-1
West	Industrial	M-1



Proposal

The Ellsworth Corporation has offered to purchase a 3' x 270' (810 sqft) parcel owned by the Village of Germantown located at W188 N11614 Maple Road in the Germantown Industrial Park.

As explained in their October 30, 2018 letter seeking permission to acquire the property (TAX ID# 212-957 as shown in the attached parcel map), Ellsworth recently purchased the 1.0-ac parcel to the south (TAX ID# 212-996) and already own the 2.62-ac parcel to the north (TAX ID# 212-995).

Staff Comment

A review of our files and past meeting minutes is inconclusive as far as explaining why a 3'x 270' "spite strip" of land was created back in 1993. CSM#4116 (copy attached) created the strip of land and shows two shed encroachments across what was then the common property line. Consequently, it appears that the 3'x 270' strip was created for the sole purpose of eliminating the shed encroachments by moving the property line 3' to the north... but one can only speculate as to why a separate parcel was created vs. simply attaching the 3'x 270' strip to the 1.0-ac parcel to the south (one guess is that doing so would enable the owner from having to dedicate additional right-of-way for Maple Road across the frontage of the 1.0-ac parcel if the CSM included that 1.0-ac parcel).

This (uncommon) request is before the Plan Commission for review and recommendation to the Village Board at the direction of the Village Attorney and pursuant to Wis. Stats. 62.23(5) that lists various actions/responsibilities that the Plan Commission is charged with considering and reporting on to the Village Board. With that said, the land sale is a minor issue and one that staff recommends be approved. However, there is an issue that can be addressed in the process.

As seen in the aerial photo below, there's a 135' section of "temporary" (i.e. asphalt) sidewalk across the frontage of the 1.0-ac parcel recently acquired by Ellsworth. The sidewalk deviates toward the roadway across the frontage because the right-of-way has not yet been dedicated/acquired across the frontage of the 1.0-ac parcel.

Therefore, for the reasons discussed above, Staff recommends that, in exchange for selling the 3' x 270' parcel to Ellsworth, Ellsworth dedicate the additional 27' necessary to complete the full 60' wide right-of-way needed for Maple Road (currently only 33' exists across the 1.0-ac parcel). With the additional right-of-way, the Village or Ellsworth would be able to install a concrete "permanent" sidewalk section in the same alignment that matches the existing sidewalk north and south of these parcels (Ellsworth has already indicated to Village staff that they may be willing to install the permanent section of sidewalk).

If Ellsworth ever decides to combine the 1.0-ac parcel and the 3'x270' parcel (assuming it is acquired from the Village), a certified survey map (CSM) would be required at that time. As part of the CSM approval process, any additional right-of-way needed would be required to be dedicated. So, it's conceivable that the additional ROW would be obtained eventually, but there are no guarantees that will happen.



Village Planner Recommendation

APPROVE the sale of the 3'x270' (810 sqft) parcel to the Ellsworth Corporation as requested with the following recommended condition (which is not a municipal code requirement):

1. Ellsworth dedicate the additional 27' of right-of-way necessary to complete the full 60' wide right-of-way needed for Maple Road (currently only 33' exists across the 1.0-ac parcel).



TO: Mr. Steven R Kreklow, Village Administrator, Germantown WI
FROM: Jacqueline Flood, Global Risk and Compliance Manager, Ellsworth Corporation
SUBJ: Land Purchase
DATE: October 30th, 2017

Dear Mr. Kreklow,

Ellsworth Corporation recently bought a piece of property located at W188N11614 Maple Road over in the west business park of Germantown (ID 212996); we also own a lot north of this (ID212957). We became aware that there is a 3x270 lot (ID212957) owned by the village of Germantown in between the two lots that we now own. We would like to buy or take ownership of the 3x270 lot.

I have spoken with Mr. Bob Beilfuss, the Village Surveyor on this matter, he may have additional information to provide as well based on the internal discussions he has had with various Village team members. I have also attached a map with the lots in question identified by the ID numbers provided above.

My understanding is that this process will have to go in front of the Village Board, please let me know if any additional information is needed from me before that happens. If you have any questions, please reach out to me at the contact information below. Thank you in advance for your consideration and assistance on this matter.

Sincerely,

A handwritten signature in black ink that reads 'Jacqueline Flood'.

Jacqueline Flood

Global Risk and Compliance Manager

Ellsworth Corporation

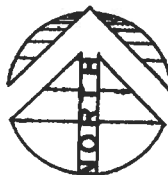
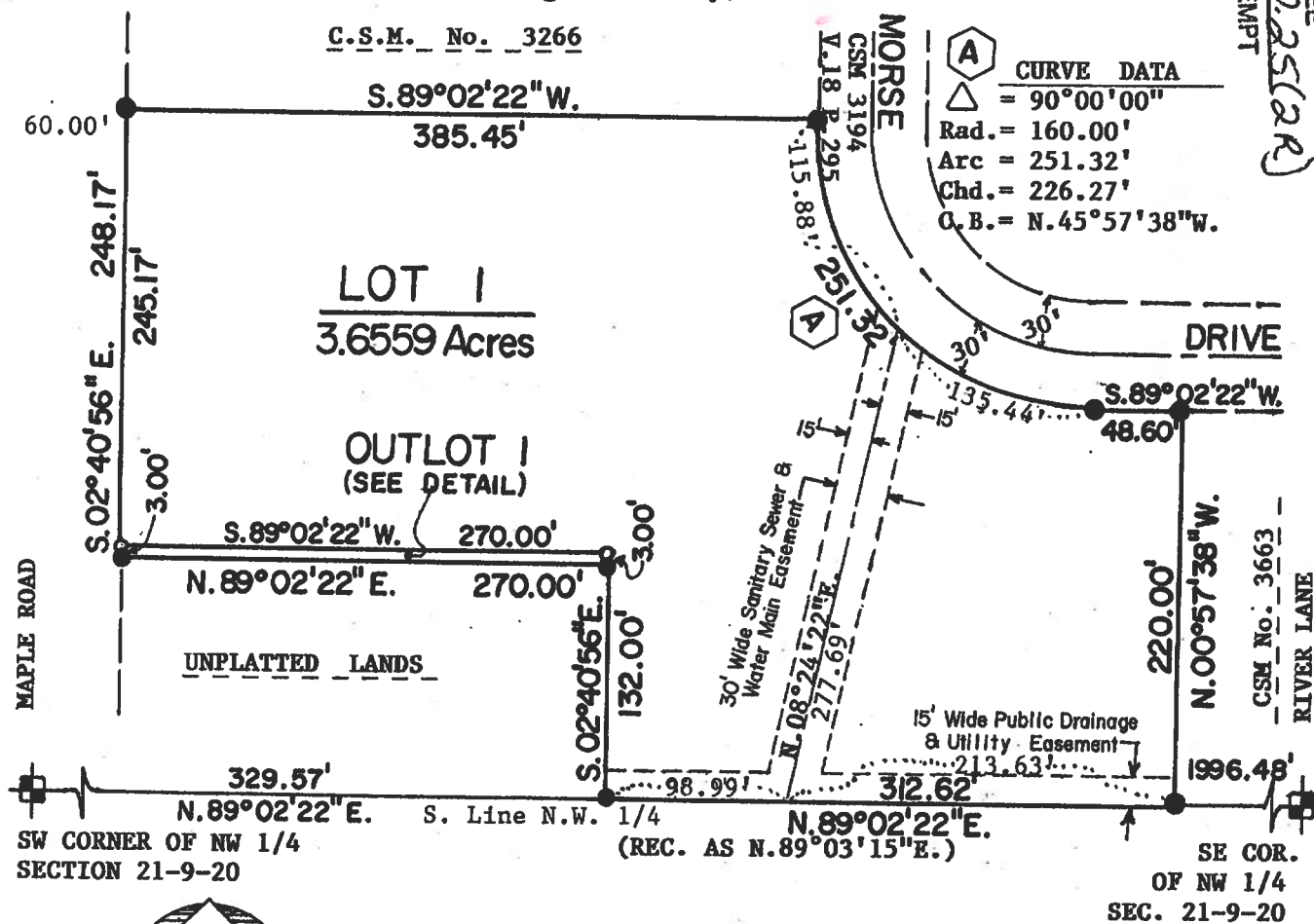
Tel/Fax: +1 (262) 509-8799 | Mobile: +1 (262) 352-5404

Email: jackie.flood@ellsworth.com | Web: <https://www.ellsworth.com>

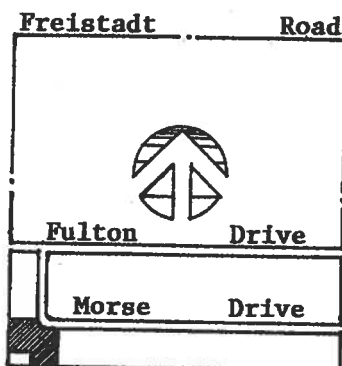
Return to
VILLAGE OF GERMANTOWN
N122 W17177 FOND DU LAC AVENUE
P.O. BOX 337
GERMANTOWN, WISCONSIN 53022

**Being a part of the Southwest 1/4 of the Northwest 1/4
of Section 21, T9N, R20E, Village of Germantown,
Washington County, Wisconsin.**

FEE
77.25(2R)
EXEMPT



SCALE: 1"=100'

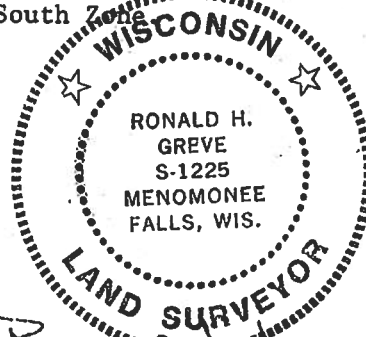


LOCATION MAP
NW 1/4 of Sec. 21-9-20
Scale : 1"=1500'

LEGEND :

- = 1" x 24" IRON PIPE SET WEIGHING NOT LESS THAN 1.13 LBS. PER L.F.
- = 1" x 24" IRON PIPE FOUND
- ⊕ = CONCRETE MONUMENT W/ BRASS CAP
- ⊞ = CAST IRON MONUMENT

NOTE: All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone.



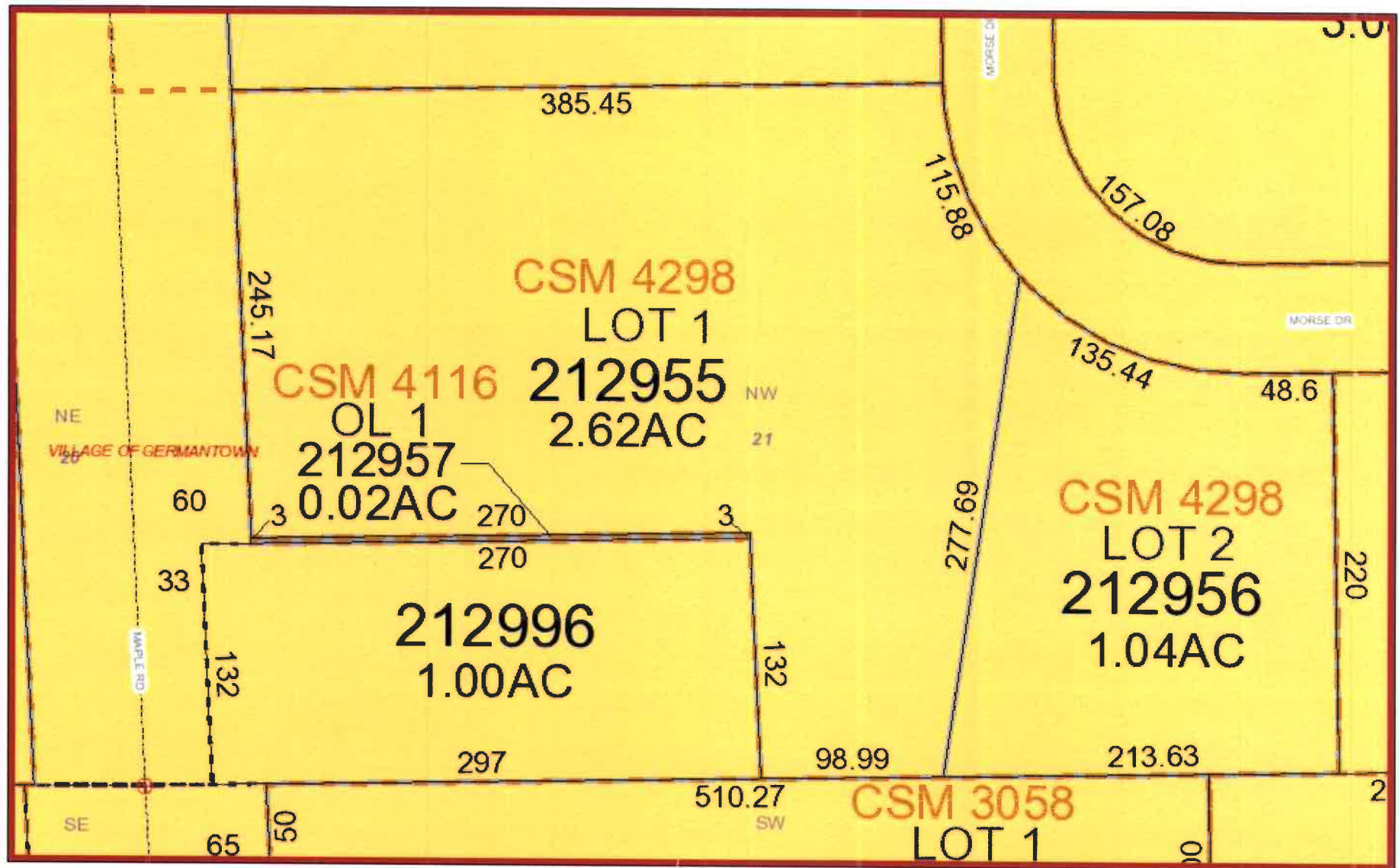
Ronald H. Greve, R.L.S.
S-1225
N88 W16752 Main Street
Menomonee Falls, WI 53051
(414) 251-8141

Under the direction of Ronald H. Greve,
This instrument drafted by James A. Hall.

637286

Map No. 4116 Vol. 26 Page 288

ArcGIS WebMap



October 30, 2017

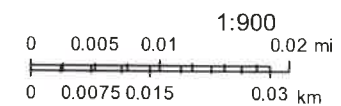
- County Boundary
- City, Village or Town Hall
- Libraries
- Washington County Landmarks
- Airports
- Trails
- Public Open Spaces
- Current Parcel

Road Centerline I, USH

Road Centerline STH, CTH

Road Centerline TWN, CVS, PVT

Washington County GIS
Washington County





VILLAGE OF GERMANTOWN
N112W17001 MEQUON RD
PO BOX 337
GERMANTOWN WI 53022

WASHINGTON COUNTY - STATE OF WISCONSIN
PROPERTY TAX BILL FOR 2016
REAL ESTATE

VILLAGE OF GERMANTOWN *



Parcel Number: GTNV 212957
Bill Number: 91726

91726 GTNV 212957
VILLAGE OF GERMANTOWN *
N122W17177 FOND DU LAC AVE
GERMANTOWN WI 53022

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Location of Property/Legal Description

Sec. 21, T9N, R20E
OL 1 - CSM 4116 PT OF SW NW SEC 21-9-20 .02 AC
0.020 ACRES

Please inform treasurer of address changes.

ASSESSED VALUE LAND	ASSESSED VALUE IMPROVEMENTS	TOTAL ASSESSED VALUE	AVERAGE ASSESSMENT RATIO	NET ASSESSED VALUE RATE	NET PROPERTY TAX
0	0	0	0.990134592	0.01627290 (Does NOT reflect credits)	0.00
ESTIMATED FAIR MARKET VALUE LAND	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS	TOTAL ESTIMATED FAIR MARKET VALUE	☐ A star in this box means unpaid prior year taxes.	School taxes also reduced by school levy tax credit 0.00	
0	0	0			
TAXING JURISDICTION	2015 EST. STATE AIDS ALLOCATED TAX DIST.	2016 EST. STATE AIDS ALLOCATED TAX DIST.	2015 NET TAX	2016 NET TAX	% TAX CHANGE
STATE OF WISCONSIN	0	0	0.00	0.00	
WASHINGTON COUNTY	500,100	496,050	0.00	0.00	
VILLAGE OF GERMANTOWN	1,699,874	1,739,308	0.00	0.00	
GERMANTOWN SCHOOL	10,451,344	11,074,935	0.00	0.00	
MILW AREA TECH COL	2,523,865	2,514,229	0.00	0.00	
TOTAL	15,175,183	15,824,522	0.00	0.00	0.0%
FIRST DOLLAR CREDIT			0.00	0.00	0.0%
LOTTERY AND GAMING CREDIT			0.00	0.00	0.0%
NET PROPERTY TAX			0.00	0.00	0.0%

TOTAL DUE: \$0.00
FOR FULL PAYMENT, PAY TO LOCAL
TREASURER BY:
JANUARY 31, 2017

Warning: If not paid by due dates,
installment option is lost and total tax is
delinquent subject to interest and, if
applicable, penalty.
Failure to pay on time. See reverse.

FOR INFORMATION PURPOSES ONLY • Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends	Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
---------------------	---------------------------	---	-----------------------	---------------------	---------------------------	---	-----------------------

PAY 1ST INSTALLMENT OF: \$0.00

BY JANUARY 31, 2017

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

VILLAGE OF GERMANTOWN
PAYMENTS C/O US BANK
PO BOX 78322
MILWAUKEE, WI 53278-8322

PIN# GTNV 212957
VILLAGE OF GERMANTOWN *
BILL NUMBER: 91726

PAY 2ND INSTALLMENT OF: \$0.00

BY JULY 31, 2017

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

WASHINGTON COUNTY TREASURER
432 E WASHINGTON ST, PO BOX 1986
WEST BEND, WI 53095-7986

PIN# GTNV 212957
VILLAGE OF GERMANTOWN *
BILL NUMBER: 91726

PAY FULL AMOUNT OF: \$0.00

BY JANUARY 31, 2017

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

VILLAGE OF GERMANTOWN
PAYMENTS C/O US BANK
PO BOX 78322
MILWAUKEE, WI 53278-8322

PIN# GTNV 212957
VILLAGE OF GERMANTOWN *
BILL NUMBER: 91726



INCLUDE THIS STUB WITH YOUR PAYMENT



INCLUDE THIS STUB WITH YOUR PAYMENT



INCLUDE THIS STUB WITH YOUR PAYMENT

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 08-2019

**PURCHASE AGREEMENT WITH ELLSWORTH CORPORATION FOR THE
SALE OF .02 ACRES OF LAND FROM THE VILLAGE OF GERMANTOWN ON
MAPLE ROAD IN THE INDUSTRIAL PARK**

WHEREAS, the Ellsworth Corporation has offered to purchase a 3' x 270' (810 square foot) parcel located at W188N11614 Maple Road in the Industrial Park, North of the Fire Department headquarters; and,

WHEREAS, the 3' x 270' strip of land lies between two parcels owned by Ellsworth Corporation; and,

WHEREAS, Ellsworth Corporation will dedicate the additional 27' of right-of-way necessary to complete the full 60' wide right-of-way needed for Maple Road; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the Purchase Agreement with Ellsworth Corporation for the Sale of .02 Acres of Land from the Village to Ellsworth Corporation. Property is located at W188N11614 Maple Road in the Industrial Park, North of the Fire Department Headquarters. Ellsworth Corporation will dedicate the additional 27' of right-of-way necessary to complete the full 60' wide right-of-way needed for Maple Road.

Introduced by: _____

Adopted: January 22, 2019

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

**PURCHASE AGREEMENT
COMMERCIAL REAL ESTATE**

1. **PARTIES.** This Purchase Agreement (this "Agreement") is made and entered into by and between the VILLAGE OF GERMANTOWN, a Wisconsin municipal corporation ("Seller"), and ELLSWORTH CORPORATION, a Wisconsin corporation ("Buyer") as of the last day this Agreement is executed by both parties (the "Effective Date"), and provides that Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY.**

A. The property to be conveyed is a parcel of land consisting of approximately 0.02 acres located in the Village of Germantown, Washington County, State of Wisconsin, together with all privileges, and appurtenances pertaining thereto (the "Property"), as depicted on Exhibit "A" attached hereto and incorporated herein.

B. The Property's tax parcel identification number is GTNV_212957.

3. **PRICE.** The total purchase price shall be One and 00/100 Dollars (\$1.00) (the "Purchase Price"), payable in accordance with the terms and conditions stated in this Agreement.

4. **BUYER'S WORK.** Within sixty (60) days after Closing (as defined herein), Buyer at its sole expense shall commence work on the sidewalk adjacent to the Property, as such work is described in Exhibit "B" attached hereto and incorporated herein ("Buyer's Work"). Subject to Buyer obtaining any required municipal permits or approvals, Seller hereby approves Buyer's Work. Upon commencement of Buyer's Work, Buyer shall diligently pursue Buyer's Work to completion. The Buyer's obligations set forth in this Paragraph 4 shall survive the Closing of this transaction, and shall not be merged with or into the delivery of the Deed and/or other instruments of conveyance and transfer.

5. **CERTIFIED SURVEY MAP.** Within sixty (60) days after Closing, Buyer shall combine the Property with its existing parcels located at W186N11687 Morse Drive (Parcel Number GTNV_212955) and W188N11614 Maple Road (Parcel Number GTNV_212996) pursuant to a Certified Survey Map filed with the Village of Germantown and consistent with municipal ordinances. The Buyer's obligations set forth in this Paragraph 5 shall survive the Closing of this transaction, and shall not be merged with or into the delivery of the Deed and/or other instruments of conveyance and transfer.

6. **TITLE INSURANCE.** Buyer shall obtain, at Buyer's cost and expense, an ALTA form of owner's title insurance commitment from the Title Company, agreeing to issue, upon recording of the deed, an owner's policy to Buyer in the amount of the Purchase Price insuring title to the Property subject only to encumbrances acceptable to Buyer. Seller shall cause to be released on or before Closing all liens, mortgages, deeds of trust and other security documents and any other encumbrances of a specific dollar amount. If prior to the expiration of the Closing Date (as defined below), Buyer discovers any condition of title not acceptable to Buyer (hereinafter referred to as a "Title Defect"), Buyer shall notify Seller in writing of same and Seller shall exercise its best efforts to correct such Title Defect. If the Title Defect cannot be corrected to Buyer's satisfaction within ten (10) days after the date of notice from Buyer (with the Closing Date (as defined below) being extended accordingly if necessary) despite the Seller's best efforts, Buyer may, at its option: (i) declare this Agreement null and void and the parties shall have no further liability or obligation under this Agreement; or (ii) waive such Title Defect and proceed to Closing.

7. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller hereby represents and warrants to Buyer that all of the following are true, correct and complete:

A. There are no existing special assessments; deferred water charges; deferred sewer charges; deferred special assessments; other deferred charges pertaining to the Property; nor any planned, contemplated or commenced public improvements, which may result in special assessments or charges pertaining to the Property.

B. There is no pending or threatened litigation (including actions, suits, claims or proceedings, judicial or administrative) involving the Property.

C. Seller has the full power and authority to consummate the transactions contemplated in this Agreement, and all actions, proceedings and/or resolutions of Seller necessary to consummate such transactions have been taken in accordance with applicable law. This Agreement shall be duly and validly authorized, executed and delivered by Seller and shall constitute a valid and binding obligation of Seller.

8. **AS-IS.** Other than the representation and warranties set forth in Paragraph 7, neither Seller, nor any agent or employee of Seller, nor any other party in any way affiliated with Seller, has made or makes any statements, representations or warranties concerning the physical condition of the Property to Buyer. Buyer has made (or will make) such independent inspections of the Property as it deems necessary and hereby agrees to purchase the Property in "AS IS" condition with respect to all physical conditions of the Property.

9. **CLOSING DOCUMENTS.**

A. At the Closing, Seller shall deliver to Buyer the following:

(1) A duly executed and acknowledged General Warranty Deed conveying good and indefeasible title in fee simple to all of the Property;

(2) Evidence of its capacity and authority for the Closing satisfactory to Buyer and the Title Company evidencing Seller's authority to execute this Agreement and to sell the Property to Buyer pursuant to the terms hereof;

(3) An affidavit to the Title Company at Closing stating that any and all work performed or materials furnished for the Property have been fully paid for and, if necessary, Seller shall provide Buyer with appropriate lien waivers from any and all contractors, subcontractors, laborers or materialmen furnishing labor or material for the improvement of the Property prior to Closing; and

(4) A Wisconsin Real Estate Transfer Return; owner's affidavit; broker's lien affidavit; gap affidavit; closing statement; certification of payment or required payoffs for all taxes, assessments, utilities, charges, judgments, liens and mortgages affecting the Property; and any and all other documents, supporting documentation, certifications, affidavits, etc. that counsel for Buyer or the Title Company may reasonably request to consummate the transaction contemplated by this Agreement.

B. At the Closing, Buyer shall deliver to Seller the following:

(1) The Purchase Price; and

(2) A duly executed closing statement, broker's lien affidavit and any other customary documents, supporting documentation, certifications, affidavits, etc. that counsel for Seller or the Title

Company may reasonably request to consummate the transactions contemplated by this Agreement.

10. **EMINENT DOMAIN.** If, prior to Closing, the Property or any portion thereof is taken by power or exercise of eminent domain or any proceedings are instituted to effect such a taking or the threat of eminent domain arises, Seller shall immediately give notice to Buyer and the following provisions shall apply. Buyer shall have the option to terminate this Agreement, whereupon neither party shall have any further obligation to the other under this Agreement. If Buyer does not elect to terminate this Agreement, the transactions that are the subject of this Agreement shall be completed and Buyer shall receive the proceeds of such condemnation.

11. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the Closing shall be borne by Seller.

12. **MAINTENANCE.** From the Effective Date through the Closing Date, Seller shall maintain the Property in good condition and repair, reasonable wear and tear excepted, and shall operate and manage the Property in the same manner as it has been historically operated and managed under Seller's ownership. Seller shall not do, or permit to be done, any of the following: (i) enter into any transaction in respect to or affecting the Property without Buyer's approval; (ii) sell, encumber or grant any interest in the Property or any part thereof in any form or manner whatsoever; (iii) enter into, amend, waive any rights under, terminate or extend any contract, except to the extent expressly provided in this Agreement; (iv) impose any easements, covenants, conditions or restrictions upon the Property; or (v) institute or participate in any platting or re-zoning of the Property except as provided for in this Agreement.

13. **COMPLIANCE WITH LAWS.** From the Effective Date through the Closing Date, Seller shall operate the Property in compliance with all governmental requirements and in accordance with all contracts, covenants and agreements applicable thereto and in a commercially reasonable manner.

14. **POSSESSION.** Possession of the Property shall be delivered to Buyer at the Closing, free of all occupants, tenants, users, and/or parties in possession, in its present condition. Seller, at its sole cost and expense, shall remove all personal property and/or inventory from the Property prior to Closing.

15. **TAXES.** All taxes assessed for any prior calendar year and remaining unpaid, if any, shall be paid by Seller, and all taxes assessed for the current calendar year (if any) shall be prorated between Seller and Buyer on a calendar-year basis as of the Closing Date. Seller shall pay all special assessments and personal property taxes, if any. The Seller's and Buyer's obligations set forth herein shall survive the Closing of this transaction, and shall not be merged with or into the delivery of the Deed and/or other instruments of conveyance and transfer.

16. **INSURANCE.** Seller's property and casualty insurance for the Property shall be canceled as of the Closing Date and Buyer shall provide its own insurance for the Property effective as of the Closing Date.

17. **PRORATIONS.** In addition to the proration of Taxes (as described in Paragraph 15 above) the following items shall be prorated as of the Closing Date (as applicable): rents, utilities, water and sewer use charges, garbage pick-up and other private and/or municipal charges, property owner's association assessments, and costs of all other services that are assumed by Buyer at Closing. Rents, if any, and water and sewer bills shall be prorated and adjusted as of the Closing Date as if paid on a current basis through the month or billing period in which the Closing occurs.

18. **CLOSING.** This transaction shall be closed via escrow facilitated by the Title Company (the "Closing") within thirty (30) days after the Effective Date, unless another date or place is agreed to in writing by the parties (the "Closing Date").

19. **CLOSING COSTS.** Notwithstanding anything to the contrary contained herein, Closing costs shall be paid as follows:

A. Seller's Expenses: Seller agrees to pay (i) all costs of releasing monetary liens and recording the releases, and (ii) any attorney fees Seller incurs related to this transaction.

B. Buyer's Expenses: Buyer agrees to pay: (i) recording fees (except as provided for in Paragraph 19A herein), (ii) any Title Company closing fee, (iii) the owner's policy insurance premium and any related endorsements; and (iv) any attorney fees Buyer incurs related to this transaction.

20. **BINDING AGREEMENT.** The rights and obligations of the parties hereto shall inure to the benefit of and be binding upon their respective heirs, executors, administrators, legal representatives, successors, and assigns.

21. **ASSIGNMENT.** Buyer may assign all or some of its rights and obligations hereunder without Seller's consent. Upon any full assignment in good faith, the Buyer shall be released from all future obligations and liabilities hereunder.

22. **SELLER'S AND BUYER'S REMEDIES.** If Buyer defaults under this Agreement and fails to cure such default in a reasonable time after Seller gives Buyer written notice of the default, Seller agrees that Seller's sole remedy at law or in equity shall be to sue for its actual damages. Seller shall have no right to any other remedies at law or in equity, including the right to specific performance. If Seller defaults under the Agreement, Buyer may exercise any other remedy at law or in equity. Seller waives the right to assert the defense of lack of mutuality in any action for specific performance instituted by Buyer.

23. **MEDIATION AND ATTORNEYS' FEES.** In the event of a dispute regarding this Agreement, the parties shall first attempt to resolve such dispute through mediation. If such mediation fails to resolve such dispute and litigation arises out of this Agreement, the prevailing party shall be entitled to reimbursement from the other party for all court costs and reasonable attorneys' fees relating to the dispute.

24. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement and Buyer and Seller hereby agree that the times provided for in this Agreement are reasonable times for each party to complete its respective obligations.

25. **MISCELLANEOUS.**

A. Any notice required or permitted to be delivered hereunder, shall be in writing and deemed received when personally delivered or (i) sent by United States mail, postage prepaid, certified and return receipts requested, (ii) sent by overnight carrier such UPS, FedEx, or the like, addressed to Seller or Buyer, as the case may be, at the address set forth below the signature of such party hereto, or (iii) sent by email or facsimile to the recipients identified on the signature page attached hereto.

B. This Agreement shall be construed under and in accordance with the laws of the State of Wisconsin.

C. The parties hereto agree that Washington County, Wisconsin, shall have exclusive jurisdiction over any and all matters arising under this Agreement or relating to this Agreement.

D. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. This Agreement constitutes the sole and only agreement of the parties hereto relating to the sale and purchase of the Property and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.

F. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

G. All captions used and contained herein are for the mere convenience of the parties and are not meant to limit or enlarge the meaning or interpretation of this Agreement or of any of its provisions whatsoever.

H. In the event that Buyer or Seller shall be 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 laws, regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reason beyond such party'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 a period of such delay.

I. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same agreement. This Agreement may be executed and/or delivered by facsimile or Portable Document Format ("PDF"). Signatures and/or copies of this Agreement executed and/or delivered by facsimile or PDF shall be deemed to be originals. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one (1) document.

J. Unless otherwise specifically provided herein, in the computation of any period of time which shall be required or permitted hereunder or under any law for any notice or other communication or for the performance of any term, condition, covenant or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

26. **BROKERS.** Each party represents and warrants to the other that it has dealt with no broker, finder or other person with respect to this Agreement contemplated for the purchase and sale of the Property. Buyer and Seller each hereby agrees to indemnify and hold the other harmless from and against any and all claims for brokerage or finder's fees or other similar commissions or compensation made by any and all brokers or finders claiming to have dealt with the indemnifying party in connection with this Agreement or the consummation of the transaction contemplated hereby. The obligations in this Paragraph 27 shall survive the Closing or the termination of this Agreement for any reason.

[SIGNATURES ON FOLLOWING PAGES]

BUYER:

ELLSWORTH CORPORATION, a Wisconsin corporation

By: _____
Name: _____
Title: _____

Date: _____

Address: W129N10825 Washington Drive, Germantown, WI 53022
Phone: 262-509-8799
Email: jackie.flood@ellsworth.com

SELLER:

VILLAGE OF GERMANTOWN, a Wisconsin municipal corporation

By: _____
Name: _____
Title: _____

Date: _____

Address: _____
Phone: _____
Email: _____

*Signature Page -- Purchase Agreement for Outlot of CSM 4116
Parcel No. GTNV_212957*

EXHIBIT "A"

Outlot 1 of CSM 4116 - Parcel No. GTNV 212957

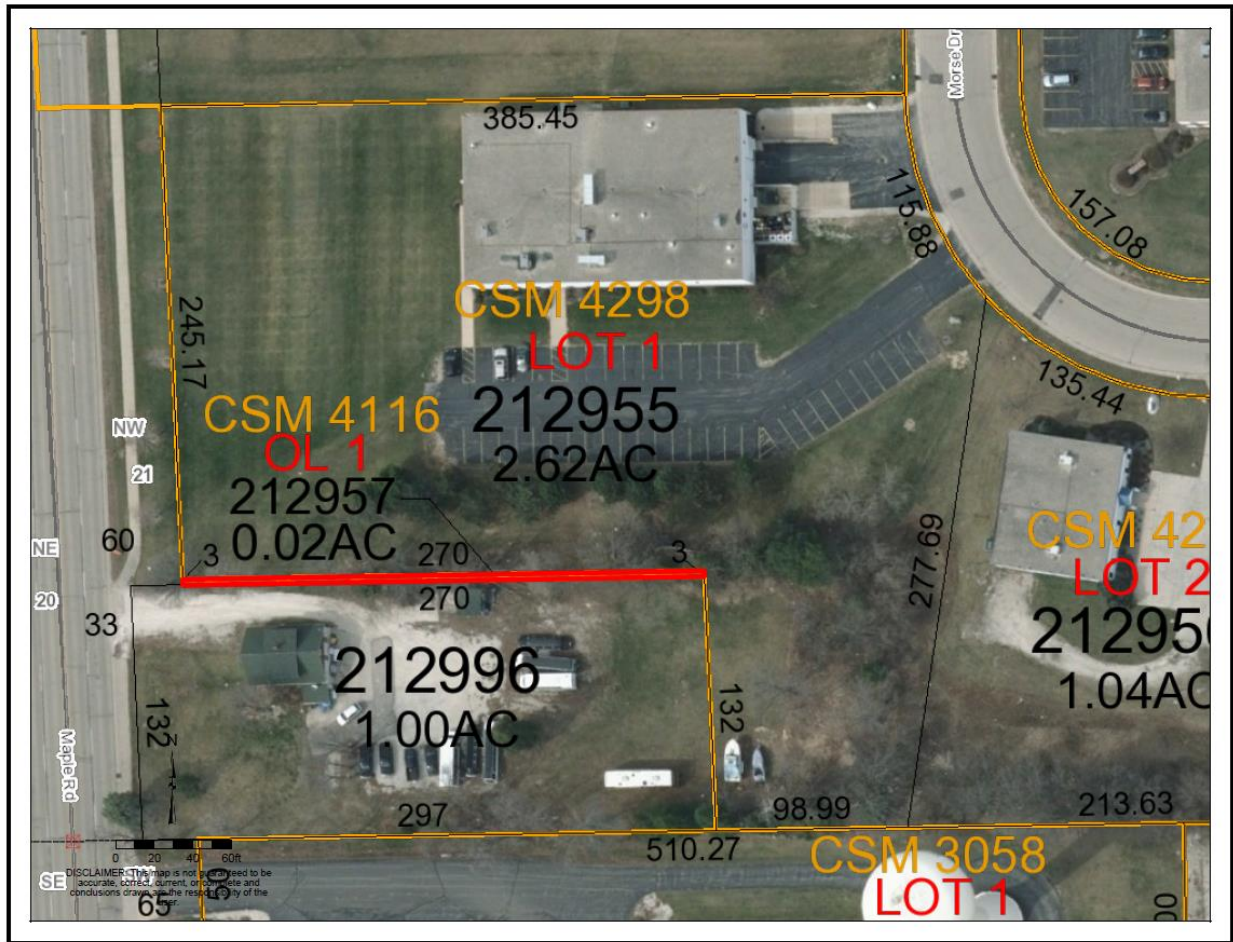


EXHIBIT “B”

Buyer's Work

Completed work on Parcel Number GTNV_212996:

- Obtained proper permits for proper demolition of the house
- Demolished house
- Remove gravel driveway
- Seeded lot
- Added silt fence to avoid runoff in accordance with village approval
- Received village signoff

Work to be done after sale:

- Removal of existing asphalt sidewalk.
- Installation of new concrete sidewalk to match existing sidewalk from property to the North.
- Continuation from North lot line to South lot line
- South end to merge with sidewalk on property to the South.
- Modified path line due to underground sewer structure at South end of property.
- The construction of the sidewalk shall be in accordance with plans and standard specifications approved by the Village Engineer.

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: January 22, 2019

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

ITEM TITLE: D. Lynne Luckow, Agent for Douglas R. Lane Real Estate, Property Owner, W188 N11786 Maple Road; Conditional Use Permit (CUP) to operate a Dog Training & Education Facility

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

SUMMARY EXPLANATION:

D. Lynne Luckow, agent for Redline Canine Training Center & Behavioral Consultation LLC, operator and Douglas R. Lane Real Estate, property owner, is seeking a Conditional Use Permit for the dog training and education facility in the building located at W188 N11786 Maple Road in the Germantown Industrial Park.

Redline Canine will provide a variety of dog training, agility, exercise and educational services to dog owners and the general public at the facility and throughout the community. All activities and services that are provided on-site will be conducted inside the building. No over-night or day-time daycare or boarding services are to be provided. Hours of operation are proposed to be: Monday through Sunday, 6:00am to 10:00pm. The number of employees is expected to be 1-2 employees.

ATTACHMENTS:

- ◆ 1/14/19 Staff Report
- ◆ 1/14/19 Plan Commission Meeting Minutes
- ◆ Draft CUP

PLAN COMMISSION RECOMMENDATIONS:

APPROVE a conditional use permit for the operation of a dog training and education facility in the existing building located at W188 N11786 Maple Road (Alpine Business Center Suite 2, 3 & 4) in the Germantown Industrial Park subject to (8) conditions.

**** See Draft CUP for recommended conditions.**

CUP # xx-19

Document No.

CONDITIONAL USE PERMIT

Document Title

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

Whereas the Applicants:

**D. Lynne Luckow, Redline Canine Owner/Operator, and
Douglas R. Lane, Agent for Ozaukee Development
Corporation, Property Owner**

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 allow the operation of a dog training and education facility (Redline Canine Training Center & Behavioral Consultation LLC) from the property located at W188 N11786 Maple Road pursuant to Section 17.33(3)(h) of the Village Zoning Code.

Name & Return Address:

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

Parcel Identification No:

GTNV 212-960

Lot 1 of Certified Survey Map (CSM) 3184; a 2.88-acre parcel of Section 21, Town 9 North, Range 20 East, in the Village of Germantown, County of Washington, State of Wisconsin.

Tax Key No: 212-960

Address: W188 N11786 Maple Road, Suites 2,3,4

1. This permit authorizes limited uses and activities as set forth in the conditional use permit application dated December 5, 2018 and in the supporting documents made part of the application on file with the Village. All of the operational characteristics and services as described, as well as any commitments made by the Applicant as set forth in the application, supporting documents, and made during presentations to the Village Plan Commission, Village Board and Village staff are deemed to be conditions of approval.
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 activities and/or uses which cause problems or harmful effects not anticipated at the time of approval of this CUP or where conditions imposed were anticipated to ameliorate or eliminate such problems or harmful effects but are subsequently insufficient to do so, or, for similar cause based upon consideration for the public comfort, safety, and welfare, the conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.
3. All interior and exterior building modifications (including exterior lighting) and/or site improvements may require permits and/or other approvals from the Village. State-

approved plans may be required for any proposed improvements or remodeling. Detailed plans for any interior or exterior improvements shall be submitted to the Village as part of a building permit application.

4. If the proposed use constitutes the type of change in occupancy that requires interior and/or exterior remodeling or additional fire safety features to comply with current building, fire safety and other applicable codes and regulations, the operator shall coordinate the preparation and submittal of state-approved plans to and approved by the Village Fire Department and Inspection Services prior to occupancy.
5. The owner/operator shall coordinate with the Fire Department to properly post the tenant space with a maximum occupancy of 49 persons. In the event that the maximum capacity of 49 persons is exceeded on a regular basis as determined by the Fire Department, the owner/operator will be required to re-classify the occupancy type from "business" to "assembly" and, as a result, install any additional, necessary fire-safety measures required by the Fire Department, or, discontinue operation.
6. The owner/operator shall contact the Fire Department and Inspection Services for a pre-occupancy inspection prior to commencing operations.
7. All exterior signage, including temporary signs, require a permit from the Village.
8. If the Village receives any complaints regarding noise generated from barking dogs, the owner/operator shall install sound-deadening materials, e.g. sound absorbing acoustic panels, or implement other sound-proofing measures within the tenant space.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin on the ____ day of _____, 2019.

Dean Wolter, Village President

ATTEST:

Deanna Braunschweig, Village Clerk

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2019, the above named Dean Wolter, Village President, and Deanna Braunschweig, Village Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

ACCEPTANCE OF TERMS AND CONDITIONS BY OPERATOR

As the business owner/operator, D. Lynne Luckow, I hereby accept the terms and conditions set forth in this Permit, and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2019

D. Lynne Luckow, Business Owner/Operator, Redline Canine Training Center and Behavioral Consultation, LLC

STATE OF WISCONSIN) SS
_____) COUNTY)

Personally came before me this ____ day of _____, 2019, 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: _____

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

Dated this ____ day of _____, 2019

Ozaukee Development Corporation, Property Owner

STATE OF WISCONSIN) SS
_____) COUNTY)

Personally came before me this ____ day of _____, 2019, 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}

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

Notary Public, State of Wisconsin
My Commission Expires: _____

CONDITIONAL USE PERMIT APPLICATION

1/14/19 Plan Commission Meeting

Redline Canine Training Center / D. Lynne Luckow

Village Planner Report

Germantown, Wisconsin

Summary

D. Lynne Luckow, agent for Redline Canine Training Center & Behavioral Consultation LLC, operator and Douglas R. Lane Real Estate, property owner, is seeking a Conditional Use Permit for the dog training and education facility in the building located at W188 N11786 Maple Road in the Germantown Industrial Park.

Property Location: W188 N11786 Maple Road

Applicant/

Property Owner:

D. Lynne Luckow
RCTC LLC

W157 N10822 Catskill Ln
Germantown, WI

Douglas R. Lane Real Estate
Alpine Business Center

W188 N11786 Maple Road
Germantown, WI

Current Zoning: M-1: Limited Industrial District

Adjacent Land Uses		Zoning
North	Industrial	M-1
South	Industrial	M-1
East	Industrial	M-1
West	Industrial	M-1



Proposal

Lynne Luckow, agent for Redline Canine Training Center & Behavioral Consultation LLC (RCTC), operator and Douglas R. Lane Real Estate, property owner, is seeking a Conditional Use Permit for the dog training and education facility in the building located at W188 N11786 Maple Road in the Germantown Industrial Park. The operation will occupy Suites 2,3 & 4 comprising approximately 9,600 gross sqft of the 25,600 sqft multi-tenant building.

As discussed in the application materials, RCTC will provide a variety of dog training, exercise and educational services to dog owners and the general public at the facility and throughout the community. All activities and services will be provided on-site and inside the building. No over-night or day-time daycare or boarding services are to be provided.

Hours of operation are proposed to be: Monday through Sunday, 6:00am to 10:00pm. The number of employees is expected to be 1-2 employees. While no new construction is expected, the interior space will be set up in a manner similar to that presented in the photos included with the application. RCTC currently operates from an existing facility in Allenton, WI.

Staff Comments

Although "dog training facilities" are not specifically listed as a permitted use in any of the Village zoning districts, the proposed use could be allowed in the M-1 District with a conditional use permit. As set forth in the Zoning Code, the list of CUP uses that may be allowed in the M-1 District includes ***"Commercial activities allowed in the B-2 Community Business District when the Plan Commission finds that the activity directly supports the businesses in the Industrial Park and can be integrated into an overall plan..."*** [see Section 17.33(3)(h)]. Based on previous discussion and action by the Village to approve other "unclassified" uses such as martial arts and health training/recreation operations, as well as other dog-related daycare-type establishments, this "unclassified" use is likely suited in this multi-tenant business setting in the Industrial Park. As a matter of procedure, the PC needs to consider and determine if the proposed use is the type of business or activity is similar to and compatible with other uses in the Industrial Park. Staff is of the opinion that it does.

Planning & Zoning

Since all of the activities and services are to be provided inside the building and during normal weekday business hours, staff is concerned with the possibility, as slight as it may be, that potential noise from the operation may impact the adjacent business tenants. The operator, Lynne Luckow, has indicated that she has talked with the adjacent tenants about this potential issue and, if it becomes a problem, RCTC will investigate the installation of sound-deadening materials, e.g. sound absorbing acoustic panels or other sound-proofing measures, within the tenant space.

Fire Department

Fire Department staff has reviewed the proposal and is concerned with the maximum "person capacity" of the tenant space and the fact that the building does not currently have a fire protection system. However, as a result of their initial site inspection and

discussions with the operator, RCTC has agreed to limit the number of persons occupying the building to a maximum capacity of 49 persons and post the necessary occupancy signage in the building. In the event that the maximum capacity of 49 persons is expected to be exceeded, RCTC would likely be required to re-classify the occupancy type from “business” to “assembly” and, as a result, make/install any additional, necessary fire-safety measures (or discontinue operation if doing so is cost-prohibitive or not possible).

Consequently, the Fire Department is recommending that following requirements should be included with any CUP approval:

1. The owner/operator shall coordinate with the Fire Department to properly post the tenant space with a maximum occupancy of 49 persons. In the event that the maximum capacity of 49 persons is exceeded on a regular basis as determined by the Fire Department, the owner/operator will be required to re-classify the occupancy type from “business” to “assembly” and, as a result, install any additional, necessary fire-safety measures required by the Fire Department, or, discontinue operation.

Village Planner Recommendation

APPROVE a conditional use permit for the operation of a dog training and education facility in the existing building located at W188 N11786 Maple Road (Alpine Business Center Suite 2, 3 & 4) in the Germantown Industrial Park subject to the following conditions:

1. This permit authorizes limited uses and activities as set forth in the conditional use permit application dated December 5, 2018 and in the supporting documents made part of the application on file with the Village. All of the operational characteristics and services as described, as well as any commitments made by the Applicant as set forth in the application, supporting documents, and made during presentations to the Village Plan Commission, Village Board and Village staff are deemed to be conditions of approval.
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 activities and/or uses which cause problems or harmful effects not anticipated at the time of approval of this CUP or where conditions imposed were anticipated to ameliorate or eliminate such problems or harmful effects but are subsequently insufficient to do so, or, for similar cause based upon consideration for the public comfort, safety, and welfare, the conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.
3. All interior and exterior building modifications (including exterior lighting) and/or site improvements may require permits and/or other approvals from the Village. State-approved plans may be required for any proposed improvements or remodeling. Detailed plans for any interior or exterior improvements shall be submitted to the Village as part of a building permit application.
4. If the proposed use constitutes the type of change in occupancy that requires interior and/or exterior remodeling or additional fire safety features to comply with current building, fire safety and other applicable codes and regulations, the operator shall coordinate the preparation and submittal of state-approved plans to and approved by the Village Fire Department and Inspection Services prior to occupancy.
5. The owner/operator shall coordinate with the Fire Department to properly post the tenant space with a maximum occupancy of 49 persons. In the event that the maximum capacity of 49 persons is exceeded on a regular basis as determined by the Fire Department, the owner/operator will be required to re-classify the occupancy type from "business" to "assembly" and, as a result, install any additional, necessary fire-safety measures required by the Fire Department, or, discontinue operation.
6. The owner/operator shall contact the Fire Department and Inspection Services for a pre-occupancy inspection prior to commencing operations.
7. All exterior signage, including temporary signs, require a permit from the Village.
8. If the Village receives any complaints regarding noise generated from barking dogs, the owner/operator shall install sound-deadening materials, e.g. sound absorbing acoustic panels, or implement other sound-proofing measures within the tenant space.



Village of



Germantown

Willkommen

Fee must accompany application

\$1460 Paid h Date 12/5/18

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

D Lynne Luckow
W157 N10822 Catskill Lane
Germantown, WI 53022

Phone (414) 699-7727

Fax (414) 476-9089

E-Mail RedlineLynne@hotmail.com

PROPERTY OWNER

Douglas R. Lane Real Estate
PO BOX 893

7612A Hwy 60
Cedarburg, WI 53012

Phone (262) 377-8597

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

Redline Canine Training Center and Behavioral Consultation, LLC

3 PROPERTY ADDRESS

Alpine Business Center
W188 N11786 Maple Road Suite 2,3,4 Germantown,
WI 53022

TAX KEY NUMBER

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.

Vacant

5 DESCRIPTION OF PROPOSED OPERATION

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

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

Employee's - 1-2 depending on growth

Hours = 6AM to 10PM - Monday through Sunday (7 days)

NO New construction (As is)

See attached Community Impact Document and Photos
www.RCTCclickerTraining.com

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY — REQUIRED

6

Attach pages as necessary.

LOT 1 - CMS 3184 DOC 958719 SEC 21-9-20 2.88 AC

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

☒ See WWW.RCTClickerTraining.com

☒ Alpine Business Center Proposal: Community Impact

READ AND INITIAL THE FOLLOWING:

8

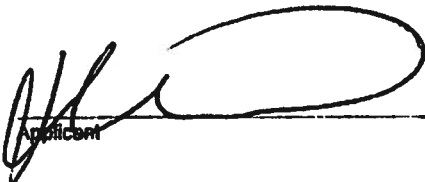
☒ I understand that the Village is under no obligation to issue a Conditional Use Permit and will do so only if the applicant successfully demonstrates that the proposed use is harmonious with the neighborhood and the long range goals of the Village.

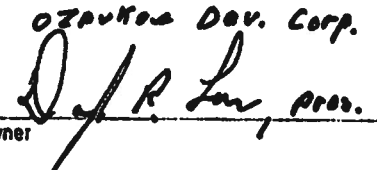
☒ I will notify the Village if any aspect of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.

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

SIGNATURES — ALL APPLICATIONS MUST BE SIGNED BY OWNER!

9

 12-4-18
Applicant Date

OZARKIA Dev. Corp.
 12/4/18
Owner Date

Redline Canine Training Center and Behavioral Consultation, LLC

Alpine Business Center Proposal: *Community Impact*

Redline Canine Training Center is excited to be an active member of the greater Germantown community and is eagerly looking forward to sharing our expertise and passion for dog training in a variety of ways that will positively contribute to its citizens and visitors.

We intend to have a significant footprint in the Germantown community by actively participating in numerous ways that will support businesses, schools, and civic efforts.

With input and collaboration from the community, Redline Canine Training Center will offer a vast array of unique and innovative programs for the citizens of Germantown. These will be planned and coordinated throughout the year and can take place on-site at our facility or at locations throughout the community. Redline Canine Training Center is prepared to include the following opportunities:

Civic Engagement

Promoting Responsible Dog Ownership: Redline Canine Training Center will offer a wide range of classes and seminars for dog owners, while we are primarily focused on agility, we will offer additional topics such as new puppy classes, manners, leash walking, and more. Our facility will offer both the new and the seasoned dog owner a state-of-the-art facility to exercise and train their dogs. Redline Canine Training Center will be a wonderful place for families to visit and enjoy!

Supporting Education: Redline Canine Training Center will serve as a resource for public and private schools by delivering educational presentations that meet the needs and education outcomes of the schools. (For more information on youth programs, see below.) These programs can be delivered on-site at our facility or in the classroom.

Supporting Local Business and Government: Redline Canine Training Center eagerly looks forward to supporting the efforts of the police department, Chamber of Commerce, and government entities.

Supporting Civic and Non-Profit Organizations: Redline Canine Training Center plans to support the Germantown community in a variety of ways, including through in-kind and monetary contributions as well as through collaborations, partnerships, and programs.

Youth and Community Programming

Redline Canine Training Center is extremely excited to deliver youth and community programming to Germantown. We have a humane educator on staff who has over two decades of youth and community engagement experience and is thrilled to bring her expertise and passion for community programming to Redline. A sample of the programming we are prepared to implement includes the following:

Community Open Houses: Redline Canine Training Center will feature a state-of-the-art competitive agility turf. We will provide a wonderful array of thrilling agility demonstrations that will engage and entertain the community! We will also provide on-site demos and “fun agility” areas for the community to come try at charity events such as 5K's, non-profit events, and school events.

Therapy Dog Programs: Redline Canine Training Center will train and provide certified therapy dogs for visits at our facility or on-site at schools or organizations such as convalescent and rehabilitation centers, adult day centers, retirement homes, schools, libraries, scout meetings, and after-school programs.

Reading Programs: Redline Canine Training Center will coordinate Reading Programs where young people read to certified therapy dogs. These acclaimed programs have shown to improve reading skills, school attendance, and self-esteem for students of all backgrounds and grade levels.

Educational Programs: Redline Canine Training Center will deliver a wide range of lessons, seminars, and workshops for young people and community members on the following topics:

- Dog Bite Prevention
- Staying Safe Around Dogs
- How to Care for Dogs
- How to Interact with Dogs (i.e. How Dogs Communicate)
- Careers in the Dog Industry
- How to Help Dogs in Need
- The Keys to Responsible Dog Ownership
- Dog Training 101
- Teach Your Dog Tricks
- Ask the Trainer!

We look forward to delivering these lessons and presentations to the following:

- Scouting Groups
- 4H Groups
- Church Groups
- Senior-Aged Groups
- Non-Profit Groups (YMCA's, etc.)
- Schools, Day Care Centers, and After-School Programs
- Police Department and Civic Groups (National Night Out, Safety Town, etc.)
- Special Needs Programming (any of our lessons can be tailored to meet the goals and objectives of special needs groups)

We are thrilled to set our sights on the Village of Germantown. With a population of 19,749 and a median household income of \$ \$68,975, it is the perfect location for our training center.

We know that Germantown is a growing and robust community with a rich history and bright future. We believe that Redline Canine Training Center will be an invaluable asset to the pet owners of Germantown! Dog ownership in the United States has grown to 89.7 million dogs in households with \$5.24 billion spent annually on pet services. Redline Canine Training Center will offer a convenient, unique, and fun training experience for individuals and families to enjoy year-round.

In conclusion, Redline Canine Training Center will serve the citizens of Germantown through dynamic and innovative programming and will make a significant and positive impact through our unique presence. We are eagerly looking forward to being actively involved, to contributing to the wellness of the community, and to supporting educational and civic efforts. Our facility will be a popular place for everyone to enjoy; we would be honored to share our expertise and passion, along with our invaluable resources, with the entire community.

We believe that Redline Canine Training Center will serve the community in countless ways, becoming an invaluable asset to the community of Germantown and its surrounding neighborhoods.

Sponsorship Opportunities

We will actively seek out opportunities to engage sponsors to support the facility in a variety of ways which will offset building and programming costs. Sponsors will receive significant acknowledgement and recognition via banners, social media, and website features. We will strive to have a strong community presence in our facility. Redline Canine Training Center staff have vast experience in sponsorship development as well as relationships with numerous businesses and organizations. Some of the many we will seek to include are:

- Harley Davidson
- Friends of Nature
- Minuteman Press
- Heartlaub Heating and Cooling
- Nimmer Fence Company
- Bentley's Pet Stuff
- Kohl's and Harley Davidson
- Dog Food Companies (Numerous)
- Veterinary Clinics (Numerous)
- Karen's K9 Pet Care
- Floor Coverings International
- Kari the Painter
- Techteriors
- Elmbrook Humane Society

REDLINE CANINE TRAINING CENTER PROPOSED PHOTO EXAMPLES



The Above photo is an agility space that is 100 x 60 with a carpeted flooring. The photo below is a slightly larger space most likely 80 x 120.

These photos would resemble the interior of the space at the Alpine Business Center Location. The Proposed flooring will be an artificial turf as seen below.



BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: January 22, 2019

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

ITEM TITLE: Habitat for Humanity of Washington County, Property Owner, W190 N10707 Commerce Circle; Conditional Use Permit (CUP) to operate a "Restore" Secondhand Retail Store

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

SUMMARY EXPLANATION:

Bernie Hletko, agent for Habitat for Humanity of Washington County, property owner is requesting approval of a Conditional Use Permit (CUP) to operate a Habitat for Humanity Restore operation from the existing 3.3-acre, 31,080 sqft commercial property (formerly occupied by Gander Mountain) located at W190 N10768 Maple Commerce Circle.

Habitat for Humanity is proposing to relocate and expand their existing Restore sales operation from the existing building located next door at W188 N10707 Maple Commerce Circle to the existing 31,080 sqft building formerly occupied by Gander Mountain. The Habitat Restore sells donated new and second-hand/used furniture, appliances, cabinets, windows, doors, tile, tools and other building materials to the general public at significantly less than retail prices. All proceeds help Habitat build and renovate homes for families in need in the Washington/Dodge County areas.

Hours of operation for the Germantown Restore are Monday to Friday, 9:00am to 6:00pm and Saturday 9:00am to 4:00 pm. The Restore employs 3-4 persons per shift. Donations will continue to be received at the Restore. Donated items during business hours will be moved inside as quickly as possible. No outside storage or display of items would be allowed under the recommended conditions of approval.

ATTACHMENTS:

- ◆ 1/14/19 Staff Report
- ◆ 1/14/19 Plan Commission Meeting Minutes
- ◆ Draft CUP

PLAN COMMISSION RECOMMENDATIONS:

APPROVE a conditional use permit for the operation of a 31,080 sqft Habitat for Humanity "Restore" secondhand store proposed for the property located at W190 N10768 Maple Commerce Circle subject to (7) conditions.

**** See Draft CUP for recommended conditions.**

CUP # xx-19

Document No.

CONDITIONAL USE PERMIT

Document Title

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

Whereas the Applicant:

**Bernard Hletko, Agent for Habitat for Humanity of
Washington and Dodge Counties WI Inc., Property Owner**

Agrees to comply with applicable Codes and Ordinances of the Village of Germantown, Wisconsin, and further agree 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 allow the operation of a "Habitat for Humanity Restore" secondhand sales operation from the property located at W190 N10768 Commerce Circle pursuant to Section 17.28(3)(q) of the Village Zoning Code.

Name & Return Address:

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

Parcel Identification No:

GTNV 294-988

Parcel B of Certified Survey Map (CSM) 5071 of Section 29, Town 9 North, Range 20 East in the Village of Germantown, County of Washington, State of Wisconsin having 3.32 acres.

Tax Key No: 294-988

Address: W190 N10768 Commerce Circle

1. This permit authorizes only the uses and activities set forth in the conditional use permit application dated December 10, 2018 and in the supporting documents made part of the application on file with the Village. All of the operational characteristics and services as described, as well as any commitments made by the Applicant as set forth in the application, supporting documents, and made during presentations to the Village Plan Commission, Village Board and Village staff are deemed to be conditions of approval.
2. The Restore second-hand store shall meet and continuously comply with all applicable B-1: Neighborhood Business District requirements and all nuisance and property maintenance provisions, limitations and regulations in Section 10 (Public Nuisances) of the Municipal Code.
3. If the use, activities and/or operation subject of this permit falls out of conformity with the operational characteristics stated in the application and supporting information dated December 10, 2018, or where there is a change in the nature, character, intensity or extent of the permitted conditional use which causes special problems or harmful effects otherwise associated with the use to be no longer ameliorated or eliminated, or where conditions imposed were anticipated to ameliorate or eliminate harmful effects associated with the use but are insufficient to do so, or for similar cause based upon consideration for the public comfort, safety, and welfare, the conditional

use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.

4. All temporary and permanent signs require a permit from the Village Community Development Department. All signs shall comply with current sign regulations under Section 17.46 of the Zoning Code.
5. All site and building improvements, including but not limited to: building additions & renovations, accessory structures, increased impervious area, exterior lighting, fencing, require Zoning Permit or Site Plan approval from the Village.
6. Outside storage is prohibited. Items donated during or after business hours shall be moved into the building the same day (but not later than the next business day after) said items are dropped off. Items not intended for or capable of being sold secondhand shall be removed from the property and stored inside until removed. Items that may be incapable of being stored inside due to size, condition or potentially harmful impacts resulting from said items may be kept outside in the rear yard area east of the building provided said items are secured in an approved/permitted enclosure until removal from the site. The operator shall take whatever reasonable actions or means necessary to prohibit the dumping or keeping of trash, debris and other junk (as defined in the Municipal Code) on the property. The outside display of items offered for sale is prohibited.
7. The operator shall obtain and maintain all licenses required for second-hand dealers by the State of WI, Washington County and/or Village of Germantown.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin on the _____ day of _____, 2019.

Dean Wolter, Village President

ATTEST:

Deanna Braunschweig, Village Clerk

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

Personally came before me this _____ day of _____, 2019, the above named Dean Wolter, Village President, and Deanna Braunschweig, 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 PROPERTY OWNER

Bernard Hletko, Agent for Habitat for Humanity of Washington and Dodge Counties, Wis, Inc., as Property Owner, does 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 _____, 2019

Print Name, Bernard Hletko, Agent for Habitat for Humanity of Washington and Dodge Counties

Signature, Agent for Habitat for Humanity, Bernard Hletko

STATE OF WISCONSIN) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2019, 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 (CUP)

1/14/19 Plan Commission Meeting

Habitat for Humanity of Washington County

Village Planner Report

Germantown, Wisconsin

Summary

Bernie Hletko, agent for Habitat for Humanity of Washington County, property owner is requesting approval of a Conditional Use Permit (CUP) to operate a Habitat for Humanity Restore operation from the existing 3.3-acre, 31,080 sqft commercial property (formerly occupied by Gander Mountain) located at W190 N10768 Maple Commerce Circle.

Location: W190 N10768 Maple Commerce Circle

Applicant/

Property Owner: Bernie Hletko, Director Habitat for Humanity Wash Co
Retail Operations 601 Schoenhaar Drive
Habitat for Humanity Wash Co 342 Scenic Ct
West Bend, WI West Bend, WI

Zoning: B-1: Neighborhood Business

Adjacent Land Uses		Zoning
North	Business	B-1
South	Business	B-1
East	Business	B-1
West	US 41/45	n/a

Location Map



Proposal

Bernie Hletko, agent for Habitat for Humanity of Washington County, property owner is requesting approval of a Conditional Use Permit (CUP) to operate a Habitat for Humanity Restore operation from the existing 3.3-acre, 31,080 sqft commercial property (formerly occupied by Gander Mountain) located at W190 N10768 Maple Commerce Circle.

As indicated in the application, Habitat for Humanity is proposing to relocate and expand their existing Restore sales operation from the existing multi-tenant building located next door at W188 N10707 Maple Commerce Circle to the existing 31,080 sqft building formerly occupied by Gander Mountain. All three Habitat Restores in the Washington/Dodge County area sell donated new and second-hand/used furniture, appliances, cabinets, windows, doors, tile, tools and other building materials to the general public at significantly less than retail prices. All proceeds help Habitat build and renovate homes for families in need in the Washington/Dodge County areas.

Hours of operation for the Germantown Restore are Monday to Friday, 9:00am to 6:00pm and Saturday 9:00am to 4:00 pm. The Restore employs 3-4 persons per shift. Donations will continue to be received at the Restore, but given the size of the existing 31,080 sqft building, there will not be any outside storage or display of items for sale. Donated items during business hours will be moved inside as quickly as possible. After hours donations are discouraged.

Staff CommentsConsistency with Village's Land Use Plan & B-1 Zoning District.

The 2020 Land Use Plan map classifies this property as "Commercial". The current zoning of the property (and adjacent properties) is B-1: Neighborhood Business. The proposed second-hand "Restore" operation is generally consistent with the plan map classification but requires a conditional use permit (CUP) under the B-1 District regulations.

The Gander Mountain retail operation was originally issued a conditional use permit (CUP #8-98) for "the construction/operation of a 31,080 sqft Gander Mountain retail store" with one condition requiring "...compliance with all applicable B-1 Zoning Code requirements". Although the size of the building will not change as a result of the Restore operation moving into the building, building size is not the only characteristic intended by the requirement under the B-1 District regulations which requires "any store over 20,000 sqft in floor area" to obtain a conditional use (see Section 17.28(3)(q) of the Zoning Code). Although "second-hand stores under 5,000 sqft" are a permitted use in the B-1 District, there is no specific language in the B-1 District regarding secondhand stores over 5,000 sqft. Staff does not believe that the B-1 District was written to exclude or prohibit second-hand stores over 5,000 sqft. To the contrary, staff has determined that a secondhand store over 5,000 sqft falls within the "any store" parameters under 17.28(3)(q). Consequently, secondhand stores over 5,000 sqft may be allowed with a CUP. (NOTE; the existing operation is permitted at the current location next door and

without a CUP because the size of the space used is less than 5,000 sqft).

Staff also believes that a secondhand sales operation like the Habitat “Restore” is a different use than what was approved or even contemplated when the CUP was originally issued for the Gander Mountain retail operation. Unlike the Gander Mountain retail store, the Habitat Restore has the potential to create a less than desirable appearance, and potential public nuisance, resulting from after-hours donation/drop-off activities. While the donation of items is the primary means by which the items intended to be sold are first acquired and the overall basic concept behind the Restore business model, after-hours “donations” can (and have) resulted in the dumping of not-so-gently used furniture, appliances and building materials that are nothing more than unusable, unsightly junk that should be taken to the landfill or at best, requires significant restoration in order to become a re-saleable item.

For this reason, staff recommends that, if approved, the CUP be used to require the Habitat Restore operation to diligently monitor and establish procedures to mitigate (if not prohibit) after-hours donations of unusable and unsightly items at the new facility. This has been a problem at the existing location; likely due to the relatively small building size.

To that end, the Director of Operations, Bernie Hletko, has indicated their commitment to better regulate after-hours donations, move donated items into the building the same day, continue to work with the Germantown Police Department regarding after-hours drop-offs, and, not store items outside of the building.

Another staff issue concerns the exterior wall-mounted signage. The existing sign cabinets mounted on the building do not comply with the Village’s sign regulations. The operator has expressed a desire to re-use the existing sign cabinets. It may be possible to retrofit the cabinets with code-compliant sign faces. Any new or re-used signs must comply with the sign regulations, including the need to obtain sign permits for all permanent and temporary signage displayed on the building and/or property.

Village Planner Recommendation

APPROVE a conditional use permit (CUP) for the proposed 31,080 sqft Habitat for Humanity restore operation proposed for the commercial property located at W190 N10768 Maple Commerce Circle subject to the following conditions:

1. This permit authorizes only the uses and activities set forth in the conditional use permit application dated December 10, 2018 and in the supporting documents made part of the application on file with the Village. All of the operational characteristics and services as described, as well as any commitments made by the Applicant as set forth in the application, supporting documents, and made during presentations to the Village Plan Commission, Village Board and Village staff are deemed to be conditions of approval.
2. The Restore second-hand store shall meet and continuously comply with all applicable B-1: Neighborhood Business District requirements and all nuisance and property maintenance provisions, limitations and regulations in Section 10 (Public Nuisances) of the Municipal Code.
3. If the use, activities and/or operation subject of this permit falls out of conformity with the operational characteristics stated in the application and supporting information dated December 10, 2018, or where there is a change in the nature, character, intensity or extent of the permitted conditional use which causes special problems or harmful effects otherwise associated with the use to be no longer ameliorated or eliminated, or where conditions imposed were anticipated to ameliorate or eliminate harmful effects associated with the use but are insufficient to do so, or for similar cause based upon consideration for the public comfort, safety, and welfare, the conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.
4. All temporary and permanent signs require a permit from the Village Community Development Department. All signs shall comply with current sign regulations under Section 17.46 of the Zoning Code.
5. All site and building improvements, including but not limited to: building additions & renovations, accessory structures, increased impervious area, exterior lighting, fencing, require Zoning Permit or Site Plan approval from the Village.
6. Outside storage is prohibited. Items donated during or after business hours shall be moved into the building the same day (but not later than the next business day after) said items are dropped off. Items not intended for or capable of being sold secondhand shall be removed from the property and stored inside until removed. Items that may be incapable of being stored inside due to size, condition or potentially harmful impacts resulting from said items may be kept outside in the rear yard area east of the building provided said items are secured in an approved/permitted enclosure until removal from the site. The operator shall take whatever reasonable actions or means necessary to prohibit the dumping or keeping of trash, debris and other junk (as defined in the Municipal Code) on the property. The outside display of items offered for sale is prohibited.
7. The operator shall obtain and maintain all licenses required for second-hand dealers by the State of WI, Washington County and/or Village of Germantown.



Village of



Fee must accompany application

☒ \$1460

Paid

[Signature]

Date

12-10-18
12-14-18

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

Bernard HLEMO

W190 N10768 Commerce Circle

Germantown WI 53022

Phone *(262) 483-4968*

Fax ()

E-Mail *dar.chfh.wash.co.org*

PROPERTY OWNER

HABITAT for Humanity

of Washington & Dodge st

601 Schoenhauer dr

West Bend WI 53090

Phone *(262) 338-0690*

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

Property owner

3 PROPERTY ADDRESS

W190 N10768 Commerce Circle

TAX KEY NUMBER

294 980

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.

VACANT

5 DESCRIPTION OF PROPOSED OPERATION

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

~~62~~ ~~600~~ Retail

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

31,800 Sq ft

3-4 Employee

m-F 9-6 SAT 9-4

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY — REQUIRED

6

Attach pages as necessary.

SUPPORTING DOCUMENTATION:

7

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

READ AND INITIAL THE FOLLOWING:

8

BDH 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.

BDH

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.

BDH

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

BDH [Signature]
Applicant

12-10-18

Date

[Signature]
Owner

12-10-18

Date

Dec10. 2018

Conditional use Permit

Habitat for Humanity Germantown ReStore.

W190 N10768

Commerce Circle

Germantown

Metes and Bounds

Parcel 294988

Part of Lot 3 of Certified Survey Map No. 4744, located in part of the NE 1/4 of the SE 1/4 and part of the SE 1/4 of the NE 1/4 of Section 29, T9N, R20E, Village of Germantown, Washington County, WI bounded and described as follows:

Beginning at the SE corner of said Lot 3; thence N41°58'50" W, 240.00 feet, along the boundary of said Lot 3; thence N00°20'46"W, 183.00 feet, along the boundary of said Lot 3; thence N46°01'17" W, 79.29 feet, along the northeasterly line of said Lot 3; thence S68°42'46"W, 337.34 feet, to the right of way of a private road; thence S21°17'14" E, 524.70 feet, along said right of way of a private road; thence S41°58'50" E, 84.22 feet, along said right of way of a private road; thence N48°01'10" E, 385.00 feet along the boundary of said Lot 3 to the point of beginning.

.Extra note for description of operation.

Our space of 31,080 sqft will be used as a retail space.

Habitat sells new and used donated items to the general public. These items include door, windows, siding, tools and furniture etc. Our model is to help keep materials out of the landfill. We then in turn help families with home repairs and build homes in our county.

We will have no outside storage.

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 10-2019

**CONTRACT WITH GRAEF FOR ASSISTANCE and CONSULTATION
IN REGARDS TO THE 2050 COMPREHENSIVE LAND USE PLAN PROJECT
IN AN AMOUNT NOT TO EXCEED \$115,000**

WHEREAS, On December 17, 2018, the Village Board Approved Staff to negotiate a contract for not more than \$90,000 with GRaEF for the consultation of the 2050 Comprehensive Plan Project, and if the contract is more than \$90,000 staff will return to the Board for approval; and,

WHEREAS, staff has negotiated a contract with GRaEF and is up to \$115,000; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the contract with GRaEF for the Assistance and Consultation in Regards to the 2050 Comprehensive Land Use Plan Project in an amount not to exceed \$115,000.

Introduced by: _____

Adopted: January 22, 2019

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: January 22, 2019

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Purchase Booster Pump Equipment

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

SUMMARY EXPLANATION:

The water supply to the Brigg & Stratton building site requires enhancement to the flow volume and the pressure. A Booster Station was approved to address these concerns. Village staff authorized the issuance of RFP's to address some of the anticipated long lead time mechanical items and from this have determined that the lead time for the main pump will not meet the required deadline. An alternative system has been located and to meet the required deadline the Village would need to place the order immediately. The system is the Monitor Simplex Booster Station. Manufactured by "Baker Water Systems Division". This pump system is located outside of the proposed building. This pump will be installed by a contractor already under contract with the Village and who will be determined by requesting bids from two of the contractors.

The estimated cost of the pump system is \$135,000.00. The pump system includes high capacity/pressure pump, wiring, controls/cabinet and SCADA Control equipment. The installation of this pump eliminates the need for the same pump in the proposed Booster/Pressure Control building. Therefore, staff anticipates a reduced cost to construct the proposed pump building.

A copy of the information drawing is attached.

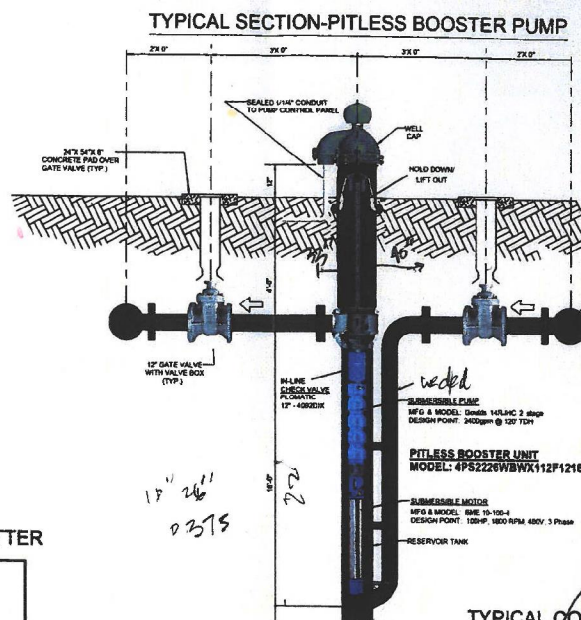
ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER XX

- Monitor Simplex Booster Station

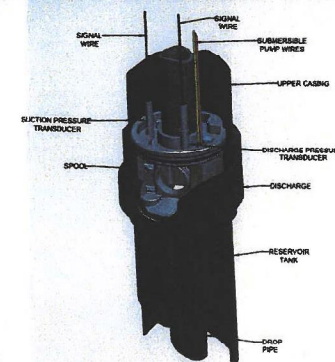
RECOMMENDATION:

Staff recommends the Village Board follow the recommendation of the Public Works and Highway Committee and approve the purchase of the Monitor Simplex Booster Station in the amount of \$135,000.00.

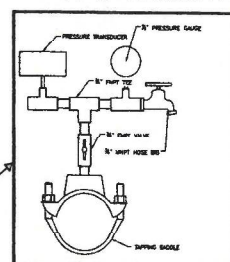
COMMITTEE ACTION:



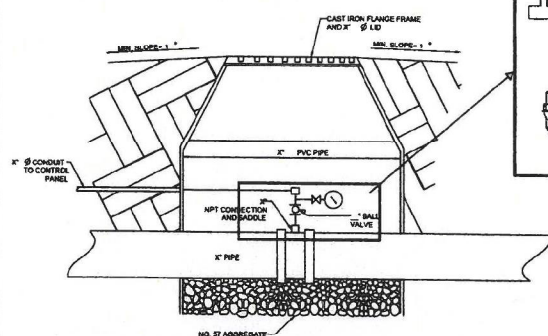
PRESSURE TRANSDUCER AT SPOOL



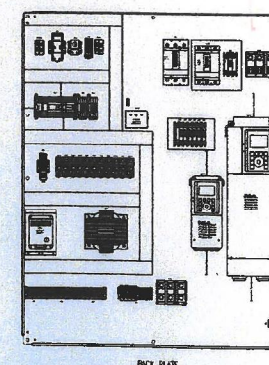
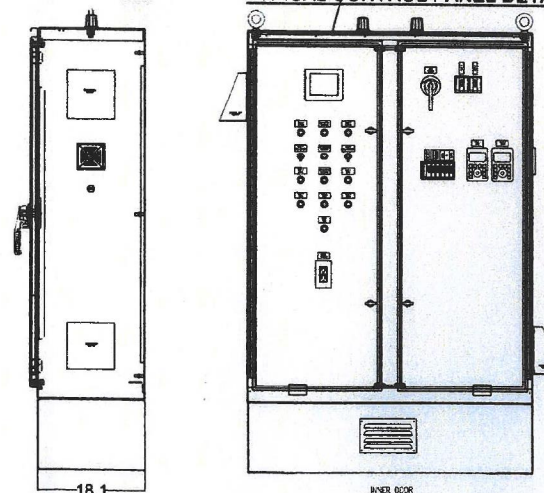
PRESSURE TRANSMITTER



VAULT DETAIL



TYPICAL CONTROL PANEL DETAILS



TYPICAL HMI TOUCHSCREEN DESIGN



Baker Water Systems Division
Municipal and Industrial Water System Products

GERMANTOWN POLICE DEPARTMENT

MEMORANDUM

TO: Dean Wolter, Village President
Steve Kreklow, Village Administrator
Members of the Village Board
Members of the Police and Fire Commission

FROM: Peter G. Hoell 
Chief of Police

DATE: November 27, 2018

SUBJECT: GERMANTOWN POLICE DEPARTMENT SUCCESSION PLAN FOR 2019,
RETIREMENT OF CHIEF PETER HOELL

On April 17, 1989 I was sworn in as a Germantown Police Officer, in 1994 I was promoted to Sergeant, 1995 Administrative Sergeant and in 1997, Lieutenant of Police, third in command based on the command structure at that time. On January 2, 2004 I was promoted to the position of Chief of Police. This upcoming November of 2019, after over 30 years of service with the Germantown Police Department, I will be eligible to retire with full retirement benefits. Therefore, I plan to set my retirement date on January 2, 2020. I chose this date because that will mark my 16-year anniversary as the Chief of Police.

As Chief of Police, I always felt it was important to have a succession plan in place. A succession plan not only in place for a planned separation of employment, but also for an unplanned, unanticipated separation. My goal was to make sure that there was always the knowledge and skill set in place, that in my absence, the Department would run without any interruption in services to the community and the employees of GPD.

I am very confident that the vacancy in the Chief of Police position, due to my retirement, can be filled by an internal candidate. That candidate would be Captain Mike Snow. Captain Snow was hired by the Germantown Police Department and sworn in on June 20, 1994. As a matter of fact, in 1994 I had recently been promoted to Sergeant and was Captain Snow's Field Training Officer. In 2001, Captain Snow was promoted to Sergeant, 2004 to Lieutenant and in 2005 he was promoted to Captain of Police. For the past 13 years, Captain Snow has served as the second in command and has served as my designee in my absence. I have always felt very comfortable knowing that Captain Snow was in charge in my absence, he truly has core values of compassion, integrity and courage. Captain Snow also has a strong educational background having obtained his master's degree in Criminal Theory, attended Northwestern's School of Staff and Command, and is a graduate of the Federal Bureau of Investigation National Academy Class 236.

It would be my recommendation that the Police and Fire Commission meet in the early months of 2019 to appoint Captain Mike Snow to Chief of Police effective January 3, 2020. Captain Snow's promotion would leave the Captain's position vacant. As the next Chief, Captain Snow should be instrumental in the selection of his second in command. Promoting a Captain effective January 3, 2020 will leave either

a vacancy in the Lieutenant's ranks or Detective Sergeant. Captain Snow and the new Captain should be fully involved in replacing the Lieutenant or Detective Sergeant. If the Detective Sergeant were to be promoted to Captain, one of the Detectives would be promoted to Detective Sergeant and a Detective's promotional procedure would have to be put into place. And finally, as the promotions are put into place on January 3, 2020, this will create an officer vacancy. The officer vacancy can also be worked on in 2019 by using a current eligibility list or creating a new one.

One of the biggest advantages of starting this process in early 2019, is that once the promotions are selected there will be training opportunities that can take place. Captain Snow and I will have 2019 to prepare and assist those being promoted. Ideally, the newly promoted officers will be up and running effective January 3, 2020 with little disruption to community service and the Department. Some of these training opportunities may take the employee out of the workplace for months. For example, Northwestern's School of Staff and Command is a three-month course in State. The Federal Bureau of Investigation National Academy Class is a three-month course out of State. It is possible that we could complete some of that training in 2019. There are other administrative training opportunities that are much shorter and could be completed in a week or less. Classes in Open Records Laws, Internal Investigation and Labor Law could be completed in 2019 prior to the promotions taking place.

It would truly be my honor to assist the Germantown Police and Fire Commission in this transition phase in 2019. I believe if we start this process in early 2019, the Germantown Police Department will be fully operational with trained, newly promoted employees in 2020.

VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: January 22, 2019

AGENDA ITEM: New Business

ITEM TITLES: Administrator 2019 Goals and Objectives

SUBMITTED BY: Steven Kreklow, Village Administrator

SUMMARY EXPLANATION:

The Village Board has set a goal of improving employee accountability by implementing consistent and comprehensive performance measurement and evaluation systems. During 2019 the Village Board used the annual review process for the Village Administrator as a pilot for new forms and processes. I have started the process of identifying core competencies and balanced scorecard objectives for department and other Village staff. The competencies and objectives for my position, will help to determine priorities and objectives for other positions. As a result, I request that the Village Board review, modify if necessary, and approve the draft core competencies and balanced scorecard objectives I have attached to this memo.

I plan to present quarterly updates on my performance to the Village Board during 2019.

Attached: Ordinance_____ Resolution_____ Other X

Recommendation:

Approve Administrator Core Competencies and Balanced Scorecard Objectives as attached.

Committee Action:

Village Administrator: Steven Kreklow
2019 Performance Evaluation Standards

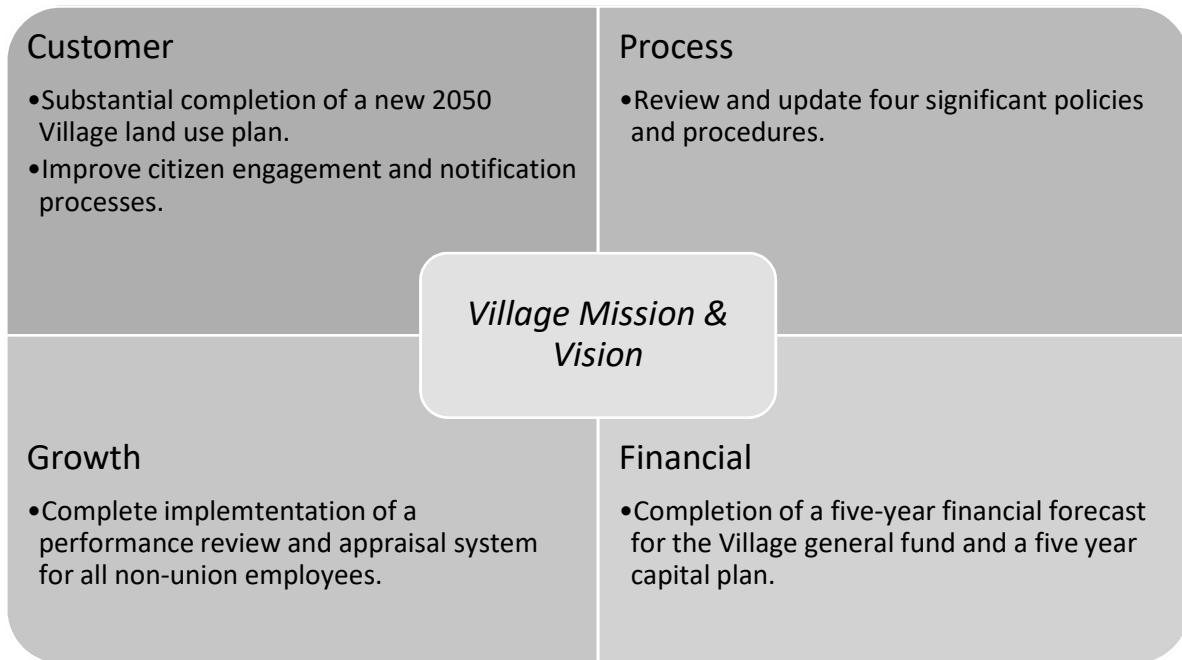
Part 1: Core Competencies (40%):

Competency	Description	Score
Leading Change	Assesses and adjusts to changing situations, identifying and implementing innovative solutions as appropriate. Balances change and continuity; continually strives to improve service delivery; creates a work environment that encourages creative thinking, collaboration and transparency, and maintains focus even in adversity.	
Leading People	Fosters and encourages a proactive, problem solving culture that maximizes creativity and collaboration and adheres to relevant laws, policies and procedures and common sense. Recruits, retains and develops talented employees who reflect the values of the community with the skills needed to accomplish organizational objectives while supporting workforce diversity, inclusion and equal opportunity.	
Communication	Effectively communicates with Village residents, community organizations and businesses, as well as the Board of Trustees and Village employees. Ensures that the Board of Trustees is informed of significant events and issues in a timely manner and is provided with information and analysis needed for key policy decisions. Facilitates a Village work environment that encourages regular communication between managers and staff, and across organizational boundaries.	
Business Acumen	Assesses, analyzes, acquires and administers human, financial, material and information resources in a manner that instills public trust and accomplishes the Village's mission.	

Definition of Scores

Score	Level	Definition
4	Outstanding	Far exceeds performance expectations; overcomes unanticipated barriers and unusual pressures and demands; delivers results of the highest quality.
3	Exceeds Expectations	Demonstrate unusual resourcefulness in dealing with challenges; accomplishments reflect successful completion beyond what is normally expected.
2	Meets Expectations	Solid, dependable performance that complies with established timelines and parameters for quality and quantity of work.
1	Needs Improvement	Shows basic ability necessary to be successful; contributions are acceptable in the short term; occasional lapses that impair operations or cause concern.
0	Unacceptable	Repeated instances where performance deficiencies detract from the Villages mission and objectives and impair operations.

Part 2: Balanced Scorecard Objectives (60%)



Definition of Scores

Score	Level	Definition
4	Outstanding	Objective has been achieved with significant cost or time savings or with benefits well above expectations.
3	Exceeds Expectations	Objective has been achieved in advance of expected timeframes, below cost or with greater than anticipated benefits.
2	Meets Expectations	Objective has been fully achieved within expected timeframe and costs.
1	Needs Improvement	Shows basic ability necessary to be successful; contributions are acceptable in the short term; occasional lapses that impair operations or cause concern.
0	Unacceptable	Repeated instances where performance deficiencies detract from the Villages mission and objectives and impair operations.

Scoring Summary

Objective	Comments	Score
Land use plan and citizen engagement		
Policies and procedures		
Performance appraisal system		
Five-year forecast and capital plan		